

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES AGENDA  
TUESDAY, MAY 26, 2020 – 7:00 P.M.  
MUNICIPAL COUNCIL CHAMBERS**

**REMOTE MEETING**  
(Participation information available on homepage of: [townofsilt.org](http://townofsilt.org))

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	<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 <a href="mailto:sheila@townofsilt.org">sheila@townofsilt.org</a> indicating their desire to make public comment.		
<b>7:20</b>	<b>Consent agenda –</b>  <ol style="list-style-type: none"> <li>1. Minutes of the May 11, 2020 Board of Trustees meeting</li> <li>2. Intergovernmental Agreement between the Town of Silt and Garfield County for Mosquito Control – 2020</li> <li>3. Annual renewal of Retail Liquor Store license for Silt Discount Liquor</li> </ol>	<b>Action Item</b>	<b>Tab B Mayor Richel</b>
	<b>Conflicts of Interest</b>		
<b>7:25</b>	<b>Agenda Changes</b>		
<b>7:25 15 min</b>	Second reading of <b>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</b>  <p style="color: red;">*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item 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 <a href="mailto:sheila@townofsilt.org">sheila@townofsilt.org</a> indicating their desire to make public comment on this agenda item.</p>	<b>Public Hearing</b>	<b>Tab C Director Aluise</b>

<p><b>7:40 5 min</b></p>	<p>Second reading of <b>Ordinance No. 4, Series 2020</b>, 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</p> <p><i>*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item 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 on this agenda item.</i></p>	<p><b>Public Hearing</b></p>	<p><b>Tab D Director Aluise</b></p>
<p><b>7:45 30 min</b></p>	<p><b>Resolution No. 27, Series 2020, A RESOLUTION APPROVING THE RIVER VALLEY METROPOLITAN DISTRICT SERVICE PLAN</b></p>	<p><b>Action Item</b></p>	<p><b>Tab E Administrator Layman</b></p>
<p><b>8:15 15 min</b></p>	<p>Second reading of <b>Ordinance No. 10, Series 2020</b>, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ADOPTING A NEW TITLE 18 OF THE SILT MUNICIPAL CODE ADDRESSING SPECIAL DISTRICTS – Robert Cole</p> <p><i>*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item 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 on this agenda item.</i></p>	<p><b>Public Hearing</b></p>	<p><b>Tab F Administrator Layman</b></p>
<p><b>8:30 10 min</b></p>	<p><b>Resolution No. 24, Series 2020, A RESOLUTION ADOPTING A MODEL SERVICE PLAN FOR METROPOLITAN DISTRICTS – Robert Cole</b></p>	<p><b>Action Item</b></p>	<p><b>Tab G Administrator Layman</b></p>
<p><b>8:40 5 min</b></p>	<p>First reading of <b>Ordinance No. 11, Series 2020</b>, AN ORDINANCE IMPOSING A MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY NEW APPLICATION FOR A TOWN OF SILT PERMIT OR LICENSE RELATED TO ANY MARIJUANA BUSINESS OR A RETAIL MARIJUANA DISPENSARY PURSUANT TO THE AUTHORITY GRANTED BY ARTICLE 12, SECTION 43.3 AND ARTICLE 12, SECTION 43.4, RESPECTIVELY, OF THE COLORADO CONSTITUTION; DIRECTING THE PROMPT INVESTIGATION OF THE TOWN’S REGULATORY AUTHORITY OVER SUCH BUSINESSES; DECLARING THE INTENTION OF THE TOWN BOARD TO CONSIDER THE ADOPTION OF APPROPRIATE TOWN REGULATIONS WITH RESPECT TO SUCH BUSINESSES IF PERMITTED BY LAW WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO</p>	<p><b>Public Hearing</b></p>	<p><b>Tab H Director Aluise</b></p>

	*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item 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 on this agenda item.		
<b>8:45 5 min</b>	<b>April 2020 financials and balance sheets</b>	<b>Info Item</b>	<b>Tab I Treasurer Tucker</b>
<b>8:50 10 min</b>	<b>Updates from Board / Board Comments</b>		
<b>9:00</b>	<b>Adjournment</b>		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, June 8, 2020. Items on the agenda are approximate and intended as a guide for the Board of Trustees. “Estimated Time” is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.			

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES MEETING  
MAY 11, 2020 – 7:00 P.M.**

The Silt Board of Trustees held their regularly scheduled meeting remotely on Monday, May 11, 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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**Consent Agenda**

- 1) Minutes of the May 4, 2020 Remote Board of Trustees special meeting

**Trustee Seifert made a motion to approve the consent agenda as presented. Trustee Walls 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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**Public Comments** – Sherronna Bishop thanked the Board for listening to the people last week by sending a letter to the County Commissioners and for their commitment to the town, adding that it is their obligation to defend and represent the people of Silt. She went over the number of people who have applied for unemployment and the number of people who have been confirmed with COVID. She stated that the data really matters and that by allowing people to get back to work to make sure we have a secondary spike will help spread this around so that we have 60 – 70% herd immunity. She also explained that layoffs and furloughs have begun and that we are experiencing an economic disaster.

Tonya Walls stated that she spoke with the County Commissioners in regards to opening Silt businesses up 100%. She added that she was disappointed that only one Trustee made comments at that meeting in support of our county opening back up. She asked that the Trustees call the County Commissioners and the local health department to keep them accountable for getting us back open at 100%. She also said that we need to decide what works best for Silt, not for Glenwood. She thanked the Board for listening and supporting out town.

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**Agenda Changes** – Administrator Layman stated that staff would like to continue Resolution No. 24 to the May 26 meeting for adoption at the same time as Ordinance No. 10. Trustee Walls stated that he would like to discuss Resolution No. 19 regarding the State of Emergency that he believes is now null and void and also Resolution No. 20 which allowed for electronic meetings under the State of Emergency. This will be discussed later tonight.

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**Resolution No. 26, Series 2020**, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE ACCEPTANCE OF DITCH PIPING AND PARTIAL UTILITY IMPROVEMENTS FOR STONEY RIDGE PLANNED UNIT DEVELOPMENT, PHASE II (ACTUAL CONSTRUCTED PHASE III), AND ALLOWING FOR THE 2-YEAR WARRANTY PERIOD TO BEGIN TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Director Aluisse stated that the Bureau of Reclamation and the Silt Water Conservancy District have signed off on the ditch piping and that the town has signed off on the utility crossing for this project. Staff recommends approval and that the Board on behalf of the town accept the warranty instrument and begin the warranty period.

Applicant Kevin Tucker was present by phone and stated that he appreciated everything that staff did to get this taken care of by the required deadline and thanked everyone for their help.

**Trustee Seifert made a motion to approve Resolution No. 26, Series 2020, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE ACCEPTANCE OF DITCH PIPING AND PARTIAL UTILITY IMPROVEMENTS FOR STONEY RIDGE PLANNED UNIT DEVELOPMENT, PHASE II (ACTUAL CONSTRUCTED PHASE III), AND ALLOWING FOR THE 2-YEAR WARRANTY PERIOD TO BEGIN TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO. Trustee Brintnall seconded the motion, and the motion carried unanimously.**

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### **Community Development Department – Fun and Adventures amid the COVID-19 pandemic – Nicole Centeno**

Present tonight was Nicole Centeno who went over the various programs that the Community Development department has going right now to assist people in various ways during the pandemic. She also emphasized how much the town has utilized their website and all other forms of media to get information and valuable resources out to the public. She thanked all of the other individuals, groups and businesses that have partnered with the town to help during this time. Information and programs that the town has been providing include:

- Food voucher program
- Mental health services
- Unemployment information
- Low income resources
- Small business loans program
- Post a Pick-up Pic
- Birthday brigade

The Board thanked staff for all of their hard work and Administrator Layman stated how happy he is with the results that Ms. Centeno has achieved and sees great things for the future when

she is able to work on the things that she was hired to do. She has certainly shown her true colors and hit the ground running.

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**Resolution No. 10, Series of 2020, A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH AN ANNEXATION PETITION FOR A PROPERTY KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.743-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION WITHIN GARFIELD COUNTY, STATE OF COLORADO**

Director Aluisse stated that this is the beginning of the annexation process for this subdivision. She added that staff would like to change the public hearing date to July 27, 2020 instead of June 22, 2020 by request of the applicant to allow them more time to get through the Village applications first so that they are not working on two annexations as the same time. Applicant Russ Hatle stated that he would appreciate extending this because of everything else that they have right now on the agenda between the Village annexation and the River View Metropolitan District. He added that their team is a little overloaded and that they want to make sure that they do a proper job on the Highlands. Applicant Planner Doug Pratte stated that he agrees with Mr. Hatle and that they just want a little more time.

**Trustee Walls made a motion to approve Resolution No. 10, Series of 2020, A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH AN ANNEXATION PETITION FOR A PROPERTY KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.743-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION WITHIN GARFIELD COUNTY, STATE OF COLORADO with a change of the public hearing date to July 27, 2020. Trustee Poston seconded the motion, and the motion carried unanimously.**

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#### **River Valley Metropolitan District Service Plan presentation – Robert Cole, Russ Hatle and James Mann**

Administrator Layman turned this over to the town's legal counsel Bob Cole. Mr. Cole explained that this would be a discussion item tonight and not a public hearing, and that no action would be taken until the May 26 meeting. Applicant Russ Hatle started by complimenting the town staff and Board of Trustees for smoothly moving their operations to Zoom. He added that they have appreciated that the town has kept this process on schedule. He then proceeded by explaining how the Metro District works and went through his power point presentation that described the River Valley Metropolitan District Service Plan along with Jim Higgins.

Mr. Hatle stated that they are in agreement with the town on most items in the model service plan but that they are still talking about a timetable for the roundabout, adding that they intend to maintain the landscaping along Highway 6 with the use town irrigation. He stated that there are two items that are issues of concern to them, those being flexibility to issue bonds with a full 30-year life and the 50-mill cap on debt, stating that they require a 60-mill cap for this district since they have agreed to take on the landscaping. He added that they also have issues of concern on the proposed Ordinance 18 in order for them to proceed.

Administrator Layman went through the memorandum provided by staff that addressed the areas of concern within the proposed service plan. He added that staff had received updated

information from the applicant's attorney Joan Fritsche that address these concerns but staff has not had an opportunity to review it yet. The items of concern for staff were:

1. No guarantees that the proposed Public Improvements will be built
2. Debt
3. Warranty and Security
4. Greater Limit on "District Activities"
5. The Highlands
6. Disclosure Notice
7. Landscaping
8. Fees
9. Irrigation on the Town's system
10. Mill Levy Cap of 60 mills, including 10 for operations and maintenance, and 50 for debt

Jim Mann explained the debt limitation that should be over a 30-year period and no longer than 40-years depending on circumstances. He also addressed fees and explained the mill levy cap. Director Aluise went over the warranty and security concern. Bob Cole commented about the service plans anticipated needs, the future inclusion of the Highlands as well as fees anticipated for services provided. Attorney Sawyer also addressed system improvement fees and how they would need to clearly be listed.

Administrator Layman stated that staff realized that the River Valley Metropolitan District proposed service plan was not entirely consistent with the model service plan but staff believes a couple of the terms of the service plan are acceptable. Mr. Mann went over how developer costs are traditionally financed and that what they have presented meets enough of the criteria that it would be acceptable. Mr. Cole explained extraordinary benefits and how they work with the goals of the master plan and other plan documents and how this plan provides some of those extra benefits. Mr. Layman stated that staff believes that construction of the roundabout, housing, the commercial component and the range of housing opportunities really do qualify as an extraordinary public benefit that would be facilitated by the formation of this district and that the district furthers the towns comp plan.

The Board then proceeded to ask questions of the applicant and staff. There were questions about voting rights, extraordinary benefits such as youth sports activities/facilities and whether or not the project is an extraordinary public benefit. Mayor Pro-tem Knott asked if there was room for a ballfield or youth sports complex and Mr. Hatle stated that there was not, and that the terrain does not lend itself to that request. He did state that maybe the Riverview portion could accommodate a half or full basketball court.

There was additional discussion regarding the mill levy and the increase of almost double in property taxes for the homeowners and pocket parks. There was brief discussion about the current Subdivision Improvements Agreement and Annexation and Development Agreement for Painted Pastures that address the improvements to be made along Highway 6. Trustee Poston stated her concern with being able to sell homes during this time and the current pandemic.

Mayor Pro-tem Knott commented about a disconnect between the people who would live in the metro district and the rest of the people who live in the town who aren't paying the additional fees. Mr. Mann stated that could be a possibility and that those living in the metro district would be less apt to support other community initiatives so that the town could move forward. Mayor Richel stated that it has been years since the town tried to pass any kind of tax increase but that we are getting to a point where we may have to for infrastructure repairs or to fund the overpass

project. He added that with a new subdivision that already has higher taxes, it could be difficult to pass any new taxes.

Trustee Flores asked what the anticipated increase in residents would be and the range for the cost of the homes to buy. Mr. Hatle stated that the development would bring in about another 800 people, a roughly 20% increase and that the range in home price would start at about \$275,000 to just under \$500,000. Mayor Pro-tem Knott asked if 2 acres could be found for a ballfield. Trustee Seifert stated that he fills there is still going to be a hit on the economy and he voiced his concern if the development cannot continue and how the debt would get paid. Bob Cole explained that if something happens and the economy tanks, the town would not have any legal responsibility to the bond holders. He also added that if the project doesn't take off as anticipated, the town would not receive the property tax and even sales tax to assist the general fund and help offset some of the maintenance costs.

Mayor Richel went through the staff memo stating that he agrees with staff that there needs to be an agreement/promise that the improvements are built, that there needs to be a set length of time on the debt and to make certain that warranty and security is in place.

In regards to fees, Joan Fritsche, attorney for the applicant stated that a provision has been added regarding a system development fee that would be allowed to be imposed one time at the first sale of the lot. She added that the Highlands is not part of the district as it has not been annexed yet. Mayor Richel asked if language could be included now regarding the future Highlands development and Mr. Cole stated that it could.

There was additional discussion regarding the 50-mill levy cap and if it could be lowered to 40-mill if possible, with a 10-mill maintenance. There was also concern of having both an HOA fee as well as a maintenance fee. Mr. Mann stated that at full buildout, 10 mills is about equal to \$73,000 revenue annually.

Attorney Sawyer complimented the Board by the questions they asked tonight and the discussion that took place on such a complex item. Administrator Layman stated that staff would continue discussions with the applicant and that this will be brought back to the next meeting.

Mayor Richel opened the discussion up for public comment at 9:55 p.m. There were no comments and the hearing was closed at 9:56 p.m.

**Trustee Brintnall made a motion to continue the River Valley Metropolitan District Service Plan to the May 26, 2020 meeting. Trustee Flores seconded the motion, and the motion carried unanimously.**

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### **Painted Pastures / River Valley Metropolitan District fee sharing proposal – Russ Hatle**

Russ Hatle explained that the revenue sharing proposal is based upon the attempt to avoid a disconnect between the residents of Painted Pastures who would be paying for the roundabout and the remainder of the citizens who are not by incorporating a payment and sharing arrangement with a cap of \$750,000 to be paid ultimately by Silt residents. He added that the funds would be paid from the various fees collected by the town of Silt to the district and then used to retire the districts debt.

There was discussion that it was the developer's responsibility to provide the roundabout in the original agreements but how this may be a good tool to get the improvements done. Attorney Sawyer recommended that the Board think about under what circumstances they would want to consider some form of revenue sharing as we don't want every developer approaching the town with a similar proposal. Mayor Richel agreed adding that we need to make certain that we treat all developers fairly. There was a concern of setting a precedence.

Mayor Richel stated that staff has been provided direction to look at some of fees and see what we can potentially contribute into a fee sharing program and see if that is acceptable to the developers. Mr. Hatle stated that they look forward to working with staff to see if they can arrive at a mutually agreeable position.

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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 (continuance requested by applicant)

Director Aluise stated that staff and the applicant did not have a chance to finish the Annexation and Development Agreement due to the amount of time spent working on the Metro District and Model Service Plan. She added that the applicant has asked for a continuance of both Ordinance 3 and Ordinance 4 until the next meeting.

**Mayor Pro-tem Knott made a motion to continue 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 until the May 26, 2020 meeting. Trustee Seifert seconded the motion, and the motion carried unanimously.**

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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 (continuance requested by applicant)

**Mayor Pro-tem Knott made a motion to continue 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 until the May 26, 2020 meeting. Trustee Seifert seconded the motion, and the motion carried unanimously.**

First 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 through the highlights of the ordinance and answered questions. There was discussion and clarification regarding the term of the service plan.

The public hearing was opened at 10:43 p.m. There were no public comments and the hearing was closed at 10:43 p.m.

**Trustee Seifert made a motion to approve first 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. Trustee Poston 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

Administrator Layman asked the Board to continue this until the May 26 meeting.

**Mayor Pro-tem Knott made a motion to continue Resolution No. 24, Series 2020, A RESOLUTION ADOPTING A MODEL SERVICE PLAN FOR METROPOLITAN DISTRICTS until the May 26, 2020 meeting. Trustee Flores seconded the motion, and the motion carried unanimously.**

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#### **Discussion regarding Resolution No. 19, 2020 and Resolution 20, Series 2020**

Mayor Richel stated that Resolution No. 19 declared a state of emergency due to the pandemic and that Resolution No. 20 allowed for the Board to conduct electronic meetings. Attorney Sawyer stated that the state of Colorado has transitioned from a “Stay at Home” to a “Safer at Home” order. He stated that the orders still recommend that groups no larger than 10 gather together and that the town could certainly withdraw their resolution declaration an emergency. He added that he was unsure if in person meetings would be feasible at this point due to the number of attendees. Mr. Sawyer also stated that it may become a requirement of the American with Disabilities Act to continue to offer remote participation options for those who have health conditions that might make it difficult for them to participate. Staff will discuss transitioning back to in person meetings and see what other towns are doing.

Mayor Richel stated that he would like to see a resolution on the next agenda rescinding Resolution No. 19. He would also like to see about having the next Board meeting in Chambers along with the Town Administrator adding that if there were Board members that were uncomfortable with being there in person, they could still attend by Zoom. It was felt by the Board that it might help the citizens to be less fearful if they see that they are starting to meet in person again. Mayor Richel asked Administrator Layman to get with our audio person about broadcasting the Board meeting from Chambers on Zoom. It was determined that if the towns audio person could broadcast the meeting via Zoom from Chambers then the next meeting would take place from there with those who wish to join by Zoom continuing to do so.

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#### **Adjustments to Revenue and Expenses – 2020**

Administrator Layman stated that staff continues to monitor how things are going in the world, adding that Silt continues to see strength in sales tax numbers despite the fact that some of our businesses are not running at the level that they were before. Mr. Layman went over the Recession Plan and that he has placed the Town at the “Significant Level” for now based on the service reductions that are currently taking place. He stated in regards to revenue that staff will need a couple of more months of data to fully understand where we sit right now, but that staff is currently doing what they can to reduce in areas now, especially on big ticket items. Administrator Layman stated that we aren’t in bad shape and feels that we will be good as long as we continue to watch our spending. It was stated by the Board that they do not want to see any cuts in the public safety area.

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### **Administrator and Staff reports**

Mayor Pro-tem Knott stated that he had received a call about a couple of side-by-sides in town without license plates.

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

The Board thanked staff for all of their hard work to keep the town running and especially their work on the Metro District. Trustee Walls stated that the amended budget looks good and that it appears that we are keeping ahead of the curve. He also encouraged everyone to keep pushing the County Commissioners to get Silt back open again while in the meantime trying to support our local businesses. Trustee Flores thanked everyone for the great conversation tonight on the Metro District and that it was very informative and that he looks forward to finally meeting everyone at hopefully the next meeting.

Trustee Brintnall commented about if you use the dog parks to make sure you pick up after your pets. He also reminded people of the Silt River Preserve as a place to walk adding that pets are not allowed there. Trustee Walls added that there are some downed trees out at the Silt River Preserve from some of the recent winds we have had. Trustee Seifert stated that he would be glad when the Board gets back face to face again and that hopefully it would happen in two weeks.

Mayor Pro-tem Knott thanked Trustee Walls for going before the County Commissioners today and standing up for our town. He also reminded everyone that there are a lot of exciting things going on and to bear with town staff as we work through the development phases. Mr. Knott reminded businesses that there is still loan money available should anyone want to take advantage of the program. Mayor Richel stated that there would be a group of students graduating this weekend and since there won’t be a typical ceremony this year that on Sunday the graduates will be decorating their vehicles and doing a parade through town. He encouraged everyone to get out and support them when they drive by.

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### **Adjournment**

**Trustee Brintnall made a motion to adjourn. Trustee Walls seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 11:13 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

## INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2020

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, (hereinafter referred to as "County"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "Glenwood"); the **TOWN OF CARBONDALE, STATE OF COLORADO**, (hereinafter referred to as "Carbondale"); the **CITY OF RIFLE, STATE OF COLORADO**, (hereinafter referred to as "Rifle"); the **TOWN OF SILT, STATE OF COLORADO**, (hereinafter referred to as "Silt"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "New Castle"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "Parachute").

**WHEREAS**, the parties to this IGA are authorized by Section 29-1-201, *et seq.*, C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

**WHEREAS**, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

**WHEREAS**, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

**NOW, THEREFORE**, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. PROJECT. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to

ensure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Eighty-Two Thousand Dollars and No Cents (\$182,000.00), with each town and city contributing the amounts set forth below for a total contribution of Fifty-Two Thousand Nine Hundred Fifty Dollars and No Cents (\$52,950.00) of the Project Cost. The remainder will be contributed by the County for the twenty-nine (29) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall also continue its leadership role in the functioning of the informal West Nile Working Group. The County shall pay an amount not to exceed One Hundred Twenty-Nine Thousand Fifty Dollars and No Cents (\$129,050.00) of the total Project Cost of One Hundred Eighty-Two Thousand Dollars and No Cents (\$182,000.00), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$5,500.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$7,250.00.

6. RIFLE RESPONSIBILITIES: Rifle's proportionate share is \$19,800.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of \$5,300.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of \$6,000.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$9,100.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fails to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2020 through December 31, 2020, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into

and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County: Board of County Commissioners  
Attn: County Manager  
108 8<sup>th</sup> Street, Suite 213  
Glenwood Springs, CO 81601  
Phone: (970) 945-9150  
Fax: (970) 384-5005

Notice to Glenwood: City of Glenwood Springs  
Attn: City Manager  
101 W. 8<sup>th</sup> St.  
Glenwood Springs, CO 81601  
Phone: 384-6400

Notice to Carbondale: Town of Carbondale  
Attn: Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
Phone: (970) 963-2733  
Fax: (970) 963-9140

Notice to Rifle: City of Rifle  
Attn: City Manager  
202 Railroad Avenue  
P.O. Box 1908  
Rifle, CO 81650  
Phone: (970) 625-2121

Notice to Silt: Town of Silt  
Attn: Town Administrator  
231 N. 7<sup>th</sup> St., Box 70  
Silt, CO 81652  
Phone: (970) 876-2353

Notice to New Castle: Town of New Castle  
Attn: Town Administrator  
450 W. Main  
P.O. Box 90  
New Castle, CO 81647  
Phone: (970) 984-2311

Notice to Parachute: Town of Parachute  
Attn: Town Administrator  
222 Grand Valley Way  
Box 100  
Parachute, CO 81635  
Phone: (970) 285-7630

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_

ATTEST:

**CITY OF GLENWOOD SPRINGS,  
STATE OF COLORADO**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF CARBONDALE  
STATE OF COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF RIFLE  
STATE OF COLORADO**

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

**TOWN OF SILT  
STATE OF COLORADO**

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

**TOWN OF NEW CASTLE  
STATE OF COLORADO**

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

**TOWN OF PARACHUTE  
STATE OF COLORADO**

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**Submit to Local Licensing Authority**

**SILT DISCOUNT LIQUOR  
1179 STANDING DEER  
Silt CO 81652**

Fees Due		
Renewal Fee		227.50
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 JGRJ ENTERPRISES INCORPORATED			Doing Business As Name (DBA) SILT DISCOUNT LIQUOR		
Liquor License # 15-59836-0000	License Type Liquor Store (city)	Sales Tax License # 15598360000	Expiration Date 07/16/2020	Due Date 06/01/2020	
Business Address 710 MAIN STREET UNIT 101 Silt CO 81652-8634				Phone Number 9708765511	
Mailing Address 1179 STANDING DEER Silt CO 81652			Email rja0623@yahoo.com		
Operating Manager Janet Alwise	Date of Birth [REDACTED]	Home Address 1179 Standing Deer Dr Silt CO 81652	Phone Number 970 456-3816		
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 type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>JULY 2023</u>					
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					
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					
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					
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					
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					
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					
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					

**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
RICHARD J. ALLISE	PRESIDENT
Signature	Date
<i>Richard J. Allise</i>	4-9-20

**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

## Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>JGR ENTERPRISES, INC / SILT DISCOUNT LIQUOR</u>		Social Security Number/Tax Identification Number <u>26-0222535 02851834-000</u>	
Address <u>700 MAIN STREET</u>			
City <u>SILT,</u>		State <u>CO</u>	Zip <u>81652</u>
Home Phone Number <u>970-456-3816 970-319-5015</u>		Business/Work Phone Number <u>970-876-5511</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>RICHARD J. ALLISE</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Richard J. Allise</u>			Date signed <u>4-9-20</u>

### Privacy Act Statement

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

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 26, 2020  
Council Action Form**

**SUBJECT:** Village at Painted Pastures Annexation

**PROCEDURE:** 2<sup>nd</sup> Reading – Continued Public Hearing) **ORDINANCE 3, SERIES OF 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO (“TOWN”) 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**

**RECOMMENDATION:** On February 18, 2020, the Planning & Zoning Commission recommended to the Board approval of Ordinance 3, Series of 2020, an ordinance of the Town of Silt, Colorado (“Town”) 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. The applicant requested additional time to address the Town Attorney’s questions related to the annexation and zoning of this property, but the parties now agree to the terms of the Annexation and Development Agreement.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The applicant proposes that these two parcels be annexed to the Town of Silt and zoned as a Planned Unit Development for mixed commercial and residential uses. This development lends to the completion of the roundabout on State Highway 6, and addresses the Town’s concerns related to the shortage of light commercial and multifamily units. With approval of Resolution 11, Series of 2020, the Town is acknowledging the application’s conformance with state statutes regarding annexation and taking public comments related to the annexation.

<b>FUNDING SOURCE:</b>	Raley Ranch Project, LLC
<b>ORDINANCE FIRST READING DATE:</b>	April 13, 2020 (Continued)
<b>ORDINANCE FIRST READING DATE (CONTINUED):</b>	April 27, 2020 (Hearing)
<b>ORDINANCE SECOND READING DATE (CONTINUED):</b>	May 11, 2020 (Continued)
<b>ORDINANCE SECOND READING DATE:</b>	May 26, 2020
<b>RESOLUTION READING DATE:</b>	N/A
<b>ORIGINATED BY:</b>	Raley Ranch Project, LLC
<b>PRESENTED BY:</b>	Janet Aluise, CDD
<b>DOCUMENTS ATTACHED:</b>	1) Ordinance 3, Series of 2020; 2) Annexation Plat; 3) Staff Report; 4) Annexation Application/Petition

**TOWN ATTORNEY REVIEW [X] YES [ ] NO**      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

*Janet Aluise*

*Jeff Layman*

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

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

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

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO (“TOWN”) 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 AND FURTHER APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE SUBJECT PROPERTY**

**WHEREAS**, Raley Ranch Project, LLC, a Colorado limited liability company (hereinafter referred to as “Owner”), 8191 E. Kaiser Boulevard, Anaheim, California 92808 is the owner of real property comprised of 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, as further described in “**Exhibit A**” hereto, within Garfield County, state of Colorado; and

**WHEREAS**, on or about January 10, 2020, Raley Ranch Project, LLC (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for that real property specifically described on “**Exhibit A**” attached hereto and known as the Village at Painted Pastures Annexation, or more generally known as the “Property”; and

**WHEREAS**, on or about February 18, 2020, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

**WHEREAS**, on or about February 24, 2020, the Board of Trustees (“Board”) approved Resolution 9, Series of 2020, determining that the Petition and appurtenant documents were in substantial compliance with the requirements of sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.; and

**WHEREAS**, on or about April 13, 2020, the Board of Trustees approved Resolution 11, Series of 2020, determining with regard to the Petition for Annexation: (1) the requirements of the “Municipal Annexation Act of 1965”, as amended including the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. and Section 30 of Article II of the Colorado Constitution have been met and (2) an election is not required under section 31-12-107(2), C.R.S.; and

**WHEREAS**, Petitioner owns 100% of the Property proposed for annexation; and

**WHEREAS**, based on hearings conducted on April 13, 2020 and April 27, 2020, the Board hereby finds that the Village at Painted Pastures Annexation and the attached Annexation and Development Agreement, hereby attached as “**Exhibit B**”, is in the best interests of the Town, for the health, safety and welfare of its citizens.

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

Section I. That the annexation to the Town of the Annexation Property be, and is hereby approved and said real property as described on the annexation map accompanying the Petition for Annexation is hereby annexed to the Town, and shall be known as the “Village at Painted Pastures Annexation”.

Section II. As required by statute, the Town of Silt shall:

- (a) File one (1) copy of the annexation map with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Silt, Colorado; and
- (b) File three (3) certified copies of the annexation ordinance and three (3) copies of the annexation plat with the Garfield County Clerk and Recorder: 1) for recordation; 2) transmission to the Department of Local Affairs and 3) transmission to the Department of Revenue.
- (c) File one (1) certified copy of the annexation ordinance and one (1) copy of the annexation plat in the office of the County Assessor of Garfield County, Colorado.

**CONTINUED ON FIRST READING UPON A PUBLIC HEARING** the 13<sup>th</sup> day of April, 2020 at 7:00 p.m.

**INTRODUCED, READ, PASSED, AND APPROVED** on a continued first hearing, on the 27<sup>th</sup> day of April, 2020.

**CONTINUED ON SECOND READING** the 11<sup>th</sup> day of May, 2020.

**PASSED, APPROVED ON SECOND READING**, following a continued public hearing, **ADOPTED AND ORDERED PUBLISHED**, this 26<sup>th</sup> day of May 2020.

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

## EXHIBIT A LEGAL DESCRIPTION

### PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING,  
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'23" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;  
THENCE SOUTH 81°07'23" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 836.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;  
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°53'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 38°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'43" WEST A DISTANCE OF 86.40 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 30°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;  
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 333.80 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 30.17 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

### ALONG WITH

### PARCEL B:

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;  
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'23" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;  
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'23" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'23" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

**EXHIBIT B**  
**ANNEXATION AND DEVELOPMENT AGREEMENT**

**ANNEXATION AND DEVELOPMENT AGREEMENT  
FOR THE VILLAGE AT PAINTED PASTURES ANNEXATION IN THE TOWN OF  
SILT, COLORADO**

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 between the TOWN OF SILT, COLORADO, a Colorado home rule municipal corporation (hereinafter the "Town"), and Raley Ranch Project LLC, its successors, assigns and its legal or other representatives (hereinafter collectively "Owner");

**WITNESSETH:**

**WHEREAS**, Raley Ranch Project LLC (hereinafter referred to as "Owner"), 8191 E. Kaiser Boulevard, Anaheim, California 92808 is the owner of real property comprised of 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, as further described in **Exhibit A**, attached hereto, within Garfield County, state of Colorado; and

**WHEREAS**, on or about January 10, 2020, Owner submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for that real property specifically described on **Exhibit A** and known as the Village at Painted Pastures Annexation, or more general known as the "Subject Property"; and

**WHEREAS**, on or about January 10, 2020, the Owner submitted an application for the Village at Painted Pastures Planned Unit Development, which guidelines contemplate a mixture of commercial and residential uses; and

**WHEREAS**, on or about February 18, 2020, the Planning & Zoning Commission ("Commission") conducted a public hearing and considered the Village at Painted Pastures Annexation and the Village at Painted Pastures Planned Unit Development Zoning and recommended to the Board of Trustees ("Board") approval of the applications, with conditions; and

**WHEREAS**, on or about February 24, 2020, the Board approved Resolution 9, Series of 2020, finding the Village at Painted Pastures Annexation Petition and appurtenant documents in substantial compliance with the requirements of Sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.; and

**WHEREAS**, on or about April 13, 2020, the Board approved Resolution 11, Series of 2020, finding that all eligibility for annexation requirements specified in Sections 31-12-104 and 31-12-105, C.R.S. have been met for the annexation of the Village at Painted Pastures, Town of Silt, Garfield County, state of Colorado; and

**WHEREAS**, on or about May 11, 2020 and May 26, 2020, the Board approved Ordinance 3, Series of 2020, to annex the property into the Town, following public hearings that were noticed in accordance with state statutes and the Town of Silt Municipal Code; and

**WHEREAS**, the Town and Owner desire to enter into this Agreement to set forth their agreements in writing concerning the terms and conditions for development of the Village at Painted Pastures Annexation.

**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:

## **ANNEXATION AND DEVELOPMENT AGREEMENT**

### **ARTICLE 1. ANNEXATION OF THE PROPERTY; ZONING**

- 1.01 Purpose. The purpose of this Annexation and Development Agreement (hereinafter referred to as "Agreement") is to set forth the terms and conditions for the annexation 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 development contained in the Silt Municipal Code (hereinafter "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.
- 1.02 Intent. The parties recognize that it is the intent and desire of the Owner to develop the Property in accordance with the provisions below. The Owner shall take all action necessary to timely apply for and diligently pursue zoning by the Town of the Property. Because the zoning and rezoning of property in Colorado constitute legislative action by a municipality, nothing in this Agreement shall be construed to be an agreement, commitment, or contract binding the Town to approval of any specific zone district or PUD.
- 1.03 PUD Zoning. Owner has applied for zoning of the Property as a Planned Unit Development ("PUD"), subject to the standards and regulations in the Town Code. The PUD zoning of the Property shall be considered simultaneously with the Petition.

### **ARTICLE 2. TOWN OBLIGATIONS; CONDITIONS OF DEVELOPMENT**

2.01 Application of Town Laws and Services. Except as expressly provided herein, all town ordinances, regulations, codes, policies, and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Subject Property upon annexation. Upon annexation, the Town shall provide all customary municipal services to the Subject Property to the same extent and upon the same terms and conditions as such services are provided to the other properties throughout the Town, including potable water and wastewater services upon satisfaction of all requirements of the Town Code, including that Owner construct

all necessary improvements to connect the same to the Town's system and pay applicable fees.

## 2.02 Fees.

The following schedule of fees shall apply to the Subject Property:

A. Construction Impact Fee. The Owner acknowledges that the Subject Property shall be subject to Section 16.08.110 of the Code, as amended, concerning exaction of construction impact fees in effect at the time of payment for that area of the Subject Property that includes residential units. Owner acknowledges that the Town approves the amount of such construction impact fee by resolution annually, and Owner agrees to pay such fee as due, at the time of building permit issuance. Owner further acknowledges that the Construction Impact Fee, as contemplated above, may be adjusted based on the actual number of units approved on the Final Plat(s) and as a result of any annual adjustments in such fees.

B. Park and Recreation Impact Fee. Owner acknowledges that each residential unit within the Village at Painted Pastures is subject to Section 16.04.570 of the Code regarding Park and Recreation Impact fees. Owner acknowledges that the Town approves the amount of such Park and Recreation Impact Fee by resolution annually, and Owner agrees to pay such fee as due, at the time of building permit issuance.

C. Water and Wastewater System Improvement Fees (tap fees). Owner acknowledges that each proposed use within the Village at Painted Pastures is subject to Section 13.04.270 of the Code regarding water and wastewater system improvement fees (tap fees). Owner acknowledges that the Town approves the amounts of such water and wastewater system improvement fees by resolution annually, and Owner shall pay such fees in effect at the time of issuance of building permits on the Subject Property. Owner may pre-pay up to 50 EQRs of water and wastewater tap fees to reserve capacity in those respective systems. Pre-paid water and wastewater tap fees may only be used for service within the Property. Owner may not charge a third-party purchaser of a pre-paid water or wastewater tap fee more than the Town is charging at that time.

D. Parkland Dedication. Owner acknowledges that Property is subject to Section 16.12.030 of the Code regarding Parkland Dedication for Planned Unit Developments. Town and Owner agree that the Owner's dedication to a Property Owners' Association of land designated as open space and/or parkland on the Village at Painted Pastures Planned Unit Development Final Plat shall constitute the entirety of the Owner's obligation related to Section 16.12.030.

E. Other Fees. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements and fees concerning annexation, development and off-site impacts (including, but not limited to, traffic impacts) contained in the 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. The Town may adopt, without limitation, future impact fees, surcharges, special permit fees, special taxes or assessments, development fees, and/or tap fees, so long as such fees and taxes are 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 based on different uses or as to certain geographical areas.

F. Real Estate Taxes. Until such time as issuance of the first building permit for the Property, the Town will not object to that portion of the Property encompassing that particular lot maintaining its agricultural use designation for the purposes of real estate tax valuation and assessment.

G. Irrigation System Improvement Fees. Owner acknowledges the Property is subject to Section 13.02.030 regarding the Town's collection of an irrigation system improvement fee, and such fees per unit (based on amount of irrigation EQRs where 1 EQR = 3,500 square feet of irrigatable surface) in effect at the time of building permit issuance must be paid at the time of issuance of each building permit.

### **ARTICLE 3: WATER RIGHTS DEDICATION AND IRRIGATION REQUIREMENTS.**

3.01 Domestic Water Rights – In Lieu Fee. Owner acknowledges that Property is subject to Sections 13.04.075 and 16.18.060 of the Code regarding the dedication of domestic water rights for each dwelling unit and for proposed commercial square footage within the project. Owner acknowledges that the Town approves such fee in lieu of actual domestic water rights dedication by resolution annually or as necessary, in the Town's sole discretion, and agrees not to contest the validity of such fee. Payment of such water rights dedication is due prior to any issuance of a building permit on the property.

#### 3.02 Irrigation Water Rights and Requirements.

Non-Potable Water Rights and Requirements. Owner acknowledges that Property is subject to SMC Section 16.18.060 regarding the dedication of raw water for irrigation purposes. Owner represents that it owns 0.55 shares in the Grand River Ditch Company, evidenced by stock certificate no. 1073, which water rights, based on pro rata diversions, have historically irrigated approximately 8 acres. Owner shall dedicate such water rights to the Town within thirty (30) days of approval by the Town of the Final Plat and execute a dry up covenant in a form approved by the Town Attorney. In exchange for the dedication of the water rights, Owner may irrigate up to 6 acres of the Property without payment of any water rights dedication fee. Owner shall supply Town with information on the cumulative acreage irrigated on the Property with each commercial site plan and/or subdivision application submitted for approval.

### **ARTICLE 4: OTHER OBLIGATIONS.**

4.01 Processing and Other Town Fees. All reasonable fees and costs hereto incurred by the Town, including but not limited to planning, engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, or commercial site plan review of the Subject Property by the Town, including, but not limited to, recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the Town shall be paid by Owner. Interest shall be imposed at rate of

1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect reasonable attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid. Further, any fees that may be required by this Agreement and the Town Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of development and, as such, Owner agrees that all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Subject Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner and to any future lot owners.

4.02 Property Owners' Association. Owner shall create a property owners' association to govern the affairs of the Subject Property ("Property Owner's Association") prior to the approval of any final plat or issuance of any building permit within the Village at Painted Pastures. Owner agrees to include the Town as a third party beneficiary with respect to the association's enforcement of Covenants, Restrictions, Declarations or other regulations governing the property owners or common areas within the Subject Property, including but not limited to the ability to impose assessments or penalties for noncompliance therewith. Owner shall submit a draft Property Owners' Association covenants for the Town's review and approval prior to recording in the public records.

4.03 Colorado Department of Transportation Application and Compliance. Owner and Town acknowledge that a Colorado Department of Transportation (CDOT) Access Permit has been granted for the western access to the Property as CDOT Access Permit No. 320028, attached as **Exhibit B**. The Access Permit was issued in the name of Owner. Owner's compliance with all of the terms and conditions of the Access Permit is a material condition to this Agreement. Owner agrees to indemnify, defend and hold the Town harmless in fulfilling and complying with the requirements of the Access Permit. Owner acknowledges that an application for a separate access permit is required in connection with the eastern access to the Property. Town staff shall support CDOT approval of Owner's application. Owner shall not develop more than 4.2 acres of the property without first obtaining a CDOT access permit for a second access onto State Highway 6, having construction plans for the second access reviewed and approved by the Town, and posting security for the second access in accordance with the provisions of the SIA. Owner shall pay all expenses arising out of or related to such requirements. In the event that the access permit for the eastern access to the Property is issued in the name of the Town, Owner agrees to indemnify, defend and hold the Town harmless in fulfilling and complying with the requirements of the eastern access permit.

## ARTICLE 5: DEVELOPMENT OF THE PROPERTY

5.01 Subdivision Improvements Agreement. The Town and Owner shall, in conjunction with Board approval of the Annexation Plat and/or Final Plat(s), negotiate acceptable terms of a Subdivision Improvements Agreement (“SIA”) to govern all phases of development. The Board shall authorize the Mayor to execute the SIA at or prior to recordation of the Annexation Plat and/or Final Plat, or prior to the issuance of the first building permit for the Property, under the following conditions:

A. The SIA shall not be recorded until all necessary documents, including a financial guarantee(s) acceptable to the Town, updated cost estimates for public improvements, and an updated title commitment, all pursuant to the Town Code (the “Financial Information”) have been provided to the Town and approved by Town staff. Upon the Town’s receipt of the Financial Information, no public hearing shall be necessary if the Town’s staff and consultants approve the Financial Information without imposing conditions thereon and without recommending or requesting a public hearing. Nevertheless, the SIA shall be subject to Board review and approval at the Board meeting at which the Annexation Plat and/or Final Plat is approved. Promptly following final approval and execution, the Town shall record the SIA in the office of the Garfield County Clerk and Recorder.

B. The parties agree that 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 Subject Property may be developed.

C. Owner may only sell lots within, or portions of, the Subject Property located in a phase:

- (1) which includes within its plans and design the lot(s) or portions to be sold;
- (2) for which the 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. Public Improvements. The following are some of the Subject Property’s public improvements, which shall be included and subject to performance guarantee requirements referenced in the SIA. As set forth in the SIA, Owner shall dedicate, convey and assign to the Town certain public improvements within the subject phase following construction and acceptance, and, subject to any warranty periods set forth in the SIA, the Town will assume the obligation to operate, maintain, repair and replace said public improvements in perpetuity where indicated below. 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.

- (1) Internal Roads. All roads within the Subject Property shall be constructed at Owner's sole expense to standards approved by the Town at final plat, or as otherwise approved by the Town. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall deliver to the Town for review and approval a document that: (a) creates cross easements for the internal roads depicted on **Exhibit C** for the use and benefit of all lots to be subdivided from the Property, and (b) grants the Town an easement in the internal roads depicted on **Exhibit C** for public and emergency vehicle access. The internal roads constructed on the Subject Property shall not be dedicated to the Town, but rather shall be owned, operated, and maintained by the property owners' association.
- (2) Trails. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall propose a trail system for the Subject Property, which shall be subject to Town review and approval and shall include within such design and construction off-site trail connectors (if any). The trails system plan shall include trails and walkways to facilitate pedestrian traffic throughout the Property with specific focus on the residential portions of the Property and provide a connection with a crosswalk facilitating pedestrian access to the north side of Highway 6. Sidewalks shall be constructed to the standards set forth in the Town Code upon the date of annexation. Owner may also propose recreational walking paths in certain portions of the Property that are constructed to a lesser standard. All trails, sidewalks, and walkways within the Property shall be maintained by the property owners' association and shall remain private, but open to public use.
- (3) Raw Water Irrigation System. Owner shall construct the raw water irrigation system as contemplated by Section 3.02, above. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval a raw water irrigation system plan for the Property. Such plan shall address pressurization and tank capacity for the portion of the Town's raw water irrigation system that will serve the Property and recommendations for off-site improvements required to serve the Property. Such raw water irrigation system infrastructure located to the north of Highway 6 shall be dedicated to the Town as a public improvement consistent with Section 5.01(D) above. Such raw water irrigation system infrastructure located under or to the south of Highway 6 shall not be dedicated to the Town, but rather shall be owned, operated, and maintained by the property owners' association.
- (4) Wastewater/Wastewater Service. As part of the development process, Owner or a metropolitan district formed for this purpose shall, at its sole cost and expense, extend service line(s) from the existing Town wastewater main to service any improvements on the Subject Property, as such improvements are constructed and occupied. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval construction plans for and wastewater main lines. The main line(s) shall be built to then-existing Town standards and specifications or as modified by the SIA, and shall be subject to Town review and approval. Such main lines and any off-site

improvements shall be dedicated to the Town as a public improvement consistent with Section 5.01(D) above.

- (5) Water System Infrastructure Requirements. As part of the development process, Owner or a metropolitan district formed for this purpose shall, at its sole cost and expense, design and construct the water system infrastructure required to serve the Subject Property, which shall be designed and constructed to Town specifications then-existing. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval construction plans for water main lines. Such main lines and any off-site improvements shall be dedicated to the Town as a public improvement consistent with Section 5.01(D) above.
- (6) Water and Wastewater Treatment Capacity. Owner further acknowledges that the Town will provide water and wastewater taps to the Property on a first-come, first-serve basis subject to Owner's right to pre-pay water and wastewater taps pursuant to 2.02 C above. Additionally, Owner acknowledges that other development proposals are proceeding through the Town procedures for annexation and subdivision approval at the same time as Owner's proposals, which other projects may compete with the Property for available water and wastewater taps. The Town presently expects, but does not guarantee, that it will have sufficient water and wastewater taps and capacity to serve the Property. Owner expressly waives any and all claims it may otherwise have against the Town as a result of unavailability of water and/or wastewater treatment capacity except the Owner may prepay and reserve up to 50 EQRs of such capacity.
- (7) Storm Water Detention. Owner, or a metropolitan district formed for this purpose shall install to the Town's specifications and requirements as more particularly provided in the construction plans of the SIA, at Owner's or said district's sole cost and expense, storm water detention areas to adequately serve the Subject Property at a designated place to be shown on the Subject Property's drainage plan. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval a stormwater detention / drainage plan for the Property. Owner agrees to apply for and receive any required Storm Water Management Permit (SWMP) from the State of Colorado, and further to show proof of such permit prior to Town's issuance of a building permit on the Property. All stormwater and drainage infrastructure located on the Property shall be conveyed to, and maintained by, the Property Owners' association.
- (8) Private Open Space / Parks. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval an open space and parks plan for the Property. The open space and parks plan shall identify for dedication to the Property Owners' Association not less than 2.81 acres. As a condition of Annexation approval, and within thirty (30) days of the recordation of the Final Plat or issuance of a building permit for the Property, Owner shall convey to the Property Owners' Association by special warranty deed the open space area as depicted on the Final Plat. The open space and parks plan shall identify: (a) private open space areas, trails as described in Section 5.01(D)(2) above and walking paths within the open space, and (b)

development standards for the private park areas within the Property (which shall be open to the public) that will be further reviewed and approved pursuant to the commercial site plan process. Owner hereby warrants that the property is free of liens and/or encumbrances which would interfere with the operation of such area for its intended purpose.

#### 5.04 Landscaping.

A. Approval of Landscaping Plan. The Owner's landscaping plan for streets, parks and any other public use areas, including an inventory of existing plants, shall be reviewed and approved by the Town at the time of Multifamily or Commercial Site Plan, or at the time of Final Plat approval, whichever is sooner. The Town-approved landscaping concept shall be considered a public improvement governed by the provisions of the SIA, including the requirement that the costs thereof be included in the financial guaranty. Landscaping on the Subject Property shall be maintained by the Property Owner's Association.

B. Noxious Weed Control and Maintenance. The Owner agrees and acknowledges that it shall, pending and during development of the Subject Property, control the growth of noxious weeds on all parcels within the Subject Property as required by the Town Code and shall maintain the Subject Property free of weeds until conveyance of individual lots to other parties not related to Owner.

5.05 Adjoining Properties and Users – Cost Recoupment. If Owner installs any water or wastewater stub-outs or water, wastewater, or irrigation infrastructure which is oversized and beyond Owner's need for the Subject Property based upon this Agreement or the EQR schedule agreed upon prior to annexation between Owner and the Town, the Town shall require reimbursement to Owner of the pro rata share of such infrastructure used by other developers or projects. Owner shall be entitled to recoupment of expenses and costs of construction thereof by third party users not owning lots within the Subject Property, and the Town agrees to assess to all such third party users at the time of their application for water and wastewater taps, a recoupment fee ratably based upon the total number of residential and commercial users or taps on such extended main water line and wastewater line, from time to time. The costs and expenses of construction that Owner shall be entitled to recoup shall include without limitation, easement acquisition costs and design and engineering fees, as well as actual cost of labor and material in construction including administration and overhead expense. The Owner shall provide the Town with a statement of costs for the total actual cost so incurred, separated into water system costs, wastewater system costs and irrigation system costs, within thirty (30) days following completion of such infrastructure. The statement of costs shall be subject to review and approval by the Town. Within sixty (60) days following Final Approval, Owner and the Town shall negotiate in good faith to enter into an acceptable letter of intent or memorandum of understanding concerning such recoupment of costs, and the procedures for and requirements of such recoupment therein shall supersede this Agreement. The Town's obligation to assess third party users shall be subject to entry into an acceptable letter of intent or memorandum of understanding that defines and establishes the cost recoupment procedures. The Town shall have no obligation to require that future third party users connect to the system improvements being installed by Owner if other Town

facilities are available to provide such services to such users. Notwithstanding any of the foregoing, the Town shall not be liable to Owner for the Town's failure, if any, to assess, collect or account to Owner for any of such recoupment fees. In the event the Town shall fail and neglect to assess, collect or account to owner for any of such recoupment fees, the Town shall permit and authorize the Owner to collect any such amounts from such third party or parties in the Town's place and stead. All rights and obligations related to cost recoupment shall expire and be of no further force or effect after ten (10) years following the Town's initial acceptance of the Owner's infrastructure.

## **ARTICLE 6: VESTED PROPERTY RIGHTS.**

6.01 Vested Rights. In order to allow Owner a reasonable opportunity to develop the Property in accordance with the PUD zoning and all other approvals from the Town, 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 infrastructure, the Site Specific Development Plan shall be vested in Owner subject to the following conditions:

A. Subject to the terms herein, the period during which vested rights shall attach to the Site Specific Development Plan of any phase shall hereinafter be called the "Vested Period" and shall not exceed a total of six (6) years, commencing upon approval of the Annexation Plat by the Town. The 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. After the Vested Period expires, Owner's statutory vested rights shall be deemed expired and this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination and expiration shall not affect (a) annexation of the Subject 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 Subject Property which were granted or approved prior to, concurrent with, or subsequent to the approval of this Agreement; (d) any continuing obligations of Town regarding providing services or facilities to the Subject Property or of operating, maintaining, repairing, and replacing any infrastructure accepted by the Town; or (e) any Owner responsibilities under this Agreement which expressly survive termination (f) any rights of the Town relating in any way to Owner's performance or nonperformance during the term of this Agreement.

C. During the Vested Period, the Town shall not initiate any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development (except for utility related reasons), 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.

D. Notwithstanding the foregoing, the establishment of vested property rights under this Agreement shall not prevent the Town from enacting and enforcing (i) fees of general applicability as contemplated by Section 2.02, above, and/or (ii) regulations of general

applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, Town Code and other Town rules and regulations, except where the approved plans for development of the Subject 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.

E. The foregoing provisions with respect to the expiration of vested property rights notwithstanding, in the event that the Town is unable or fails for any reason whatsoever, including any period of “Permitted Delay,” as determined by the Board of Trustees, in its sole discretion, to (1) perform its obligations hereunder, or (2) provide water or wastewater service and capacity to the Subject Property, then and in such event, the vested period shall be extended in all respects for a period of time commensurate with any period of time during which the Town has failed to fulfill its obligations hereunder or is unable to provide water or wastewater service as aforesaid, and Owner shall not be required to continue its performance hereunder or under the IIA and other documents incorporated herein by reference, until such time as the Town is in compliance with the provisions hereof and /or is able to provide adequate water or wastewater capacity to the Subject Property. It is understood and agreed in this regard that the Town’s inability to provide water and wastewater service to the Subject Property because of a lack of capacity, shall not constitute an actionable breach of this Agreement, but shall only result in Owner’s right to suspend its performance under the IIA and to extend the vested period as provided above.

6.02 State and Federal Law. This Agreement shall not preclude the application to the Subject Property or the proposed project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations (“Changes in the Law”). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and the Town and Owner shall take such action as may be required pursuant to this Agreement. Not in limitation of the foregoing, nothing in this Agreement shall preclude the Town from imposing on Owner any fee specifically mandated and required by state or federal laws and regulations.

## **ARTICLE 7. REPRESENTATIONS AND COOPERATION**

7.01 Owner Representations. All written representations of Owner set forth in its annexation petition, annexation plat, the zoning 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.

7.02 Cooperation in the Event of Legal Challenge. If any legal or equitable action or other proceeding is commenced by a third party: (a) within two (2) years after the Annexation’s approval, challenging the validity of the annexation of the Subject 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.

## **ARTICLE 8: DEFAULT & REMEDIES**

8.01 Breach by Owner. In the event of any default or breach by Owner of any term, condition, covenant or obligation under this Agreement, 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.

A. Remedies. The Town's remedies for a default or breach by Owner include:

(1) 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 (2) below has been recorded;

(2) 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 (hereinafter, an "Affidavit of Breach"). At the next scheduled Board meeting, the Board shall either approve the filing of said Affidavit of Breach or direct the Town Administrator to file an affidavit stating that the breach, or default, has been cured (hereinafter, an "Affidavit of Cure"). Upon the recording of an Affidavit of Breach, no further lots or parcels may be sold within the Subject Property until an Affidavit of Cure is approved by the Board, and executed and recorded by the Town Administrator;

(3) A demand that the security given for the completion of the public improvements be paid or honored;

(4) The refusal to consider further development plans within the Subject Property;

(5) De-Annexation; and/or

(6) Any other remedy available at law.

B. Notice to Owner. Unless necessary to protect immediate health, safety and welfare of the Town or Town residents, the Town shall provide Owner thirty (30) days written notice of its intent to take any action under this Section 8.01 during which thirty-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 Section 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.

C. Attorney Fees. In the event of a breach of this Agreement by Owner, the Town, if the prevailing party, shall be entitled to enforce this Agreement and recover reasonable attorney's fees and costs in connections therewith, including but not limited to consultant fees, administrative fees and charges, and out-of-pocket costs incurred by the Town.

#### 8.02 Breach by Town.

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

(1) Any zoning or land use action by the Town which would alter, impair, prevent, diminish, impose a moratorium on development (except for utility related reasons) or unreasonably delay the development or use of the Subject Property as set forth in the approved site specific development plan, and specifically excluding any non-discriminatory regulatory actions, inaction, or circumstances beyond the reasonable control of the Town; or

(2) The Town's failure to fulfill or perform any material obligation of the Town contained in this Agreement.

B. Owner's Remedies. 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.

8.03 Disconnection Based on Town Default. In addition to all other remedies set forth in this Agreement, in the event that the Town, whether by Board action or by initiative or referendum, takes any action, unless mandated by State or Federal law, which would materially alter, impair, prevent or diminish the Owner's vested property rights as described in Section 6.01 hereof, Owner, at its sole discretion, shall have the option to disconnect all or any part of the Property from the Town except as limited hereinbelow. In such event, the Town agrees to act in good faith to accomplish such disconnection as expeditiously as possible and further agrees, upon request of the Owner, and to the extent legally permissible, to provide Town utility service to the disconnected property to the extent that such service is reasonably available and on the same terms and conditions offered to other parties who are outside the Town limits and are then receiving Town utility service (without the need to annex the disconnected property). If the Town does not act to disconnect in accordance herewith and court action is required, the Town herein stipulates, provided the materiality requirement set forth hereinabove is met, that it consents to the disconnection for purposes of such court action, and without the imposition of any limitations on type and timing of land uses within the disconnected property other than those

imposed by the governing jurisdiction. The provisions of this Section 8.03 shall be deemed notice to Garfield County under any applicable intergovernmental agreement with the Town that, in the event of an action giving rise to a disconnection remedy as provided herein, that the Town does not desire or require the annexation of the disconnected property and that such property may be developed in the County pursuant to County land use requirements for the same.

In the event of any disconnection as permitted hereinabove, the following limitations shall apply:

A. Individual development projects within the Subject Property which have been fully built out shall not be included in any disconnection of the Subject Property or portion thereof;

B. Individual development projects within the Property for which the Town has determined in its reasonable discretion that common law vesting has been established (so that full build-out of such project may proceed without regard to later zoning, land use, moratorium or building permit limitation action taken by the Town Board or by citizen initiative or referendum) shall not be included in any disconnection of the Subject Property or portion thereof; and

C. In the event of an action by the Town which would give rise to the disconnection remedy set forth herein, the Owner shall give the Town at least sixty (60) days written notice of such default and their intention to seek disconnection, and the Town shall have a right to cure the default during such period.

8.04. Election to Disconnect. Owner shall have the option to elect to disconnect the Subject Property in the event the PUD Rezoning and subdivision has not been approved by the Town to Owner's satisfaction within six months of this Agreement. Owner shall not longer be allowed to exercise its right to disconnect after the issuance of the first building permit for the Property.

8.05. No Obligation to Develop. Owner shall have no obligation to develop all or any portion of the Property and shall have no liability under this Agreement to the Town or any other party for failure to develop all or any portion of the Subject Property. Notwithstanding the foregoing, if Owner commences development of all or any portion of phase of the Annexation Property, Owner shall be required to construct the public improvements required to support such development in accordance with the terms and conditions of this Agreement and/or any subdivision improvements agreements not inconsistent with this Agreement which Owner and Town may execute in connection with any subsequently approved land use approval.

## **ARTICLE 9: GENERAL PROVISIONS**

9.01 Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

9.02 Findings. The Town hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare, and that the provisions of this Agreement are consistent with the Comprehensive Plan, as amended.

9.03 Provisions Exclusive. The Town and Owner acknowledge and agree that this Agreement contains all basic requirements of Owner concerning the provision of water and wastewater 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 details regarding specifications and regulations shall be imposed upon Owner during the zoning and subdivision process with regard to these enumerated items.

9.04 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the provisions and intent of this Agreement.

9.05 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

9.06 Covenants Running with the Land. 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.

9.07 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) the Town has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that Town accepts the same pursuant to the provisions of this Agreement or subsequent SIA; and (iii) the Town and Owner hereby renounce the existence of any form of agency relationship, joint venture or partnership between Town and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Town and Owner.

9.08 Notices. 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, provided that such transmissions received after 5 p.m. on any business day or at any time on a holiday or weekend shall be deemed received on the following business day. All notices by mail, if sent to the proper address as set forth below, shall be considered effective upon the date stamped on the return receipt. Either party, by notice so given, may change the address or phone number to which future notices shall be sent.

Notice to Town:

TOWN OF SILT  
Attn: Town Administrator  
231 N. 7<sup>th</sup> Street  
P. O. Box 70  
Silt, CO 81652  
FAX - (970) 876-2937

With Copy to:

(Town's Atty)  
Karp Neu Hanlon  
P.O. Drawer 2030  
Glenwood Springs, CO 81602

Notice to Owner

Raley Ranch Project LLC  
8191 E. Kaiser Boulevard  
Anaheim, CA 92808

With Copy to:

Balcomb & Green, P.C.  
c/o Chad J. Lee, Esq.  
PO Drawer 790  
Glenwood Springs, CO 81602  
clee@balcombgreen.com

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

9.10 Force Majeure. Performance by either party of its obligations hereunder (other than for payment of money or other financial obligations) shall be excused during any period of "Permitted Delay" as hereinafter defined. For purposes hereof, Permitted Delay shall mean delay beyond the reasonable control of the party claiming the delay including, but not limited to (i) acts of God, including but not limited to earthquakes, floods, pandemics, fire, weather conditions that are abnormal for the period of time and could not have been reasonably anticipated, and other natural calamities; (ii) civil commotion, (iii) riots, (iv) strikes, picketing or other labor disputes, (v) shortages of materials or supplies, (vi) damage to work in progress by reason of fire, floods or other casualties, (vii) failure, delay or inability of the other party to act, provided, however, that Town's failure to take a discretionary action shall not be a Permitted Delay for Owner; (viii) vandalism, or (ix) delay caused by restrictions imposed or mandated by government entities other than the Town.

9.11 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.

9.12 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.

9.14 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.

9.15 Invalid Provisions. 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.

9.16 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.

9.17 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.

9.18 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.

9.19 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.

9.20 Assignment. This Agreement may be assigned to another person or entity upon consent of the Town, which shall not be unreasonably withheld; provided, however, that Owner shall have the right to make such assignment to an entity controlled by Owner without such consent. In such event, the assignee shall assume all of the rights, duties, and obligations of the Owner hereunder and the Owner shall be correspondingly relieved from all such liabilities, duties, and obligations.

9.21 Police Power. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or release of the Town's legislative, governmental or police powers to promote and protect the health, safety, morals or general welfare of the Town or its inhabitants. This Agreement shall not prohibit the enactment by the Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

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

TOWN OF SILT, COLORADO

By \_\_\_\_\_  
Keith B. Richel, Mayor

ATTEST:

\_\_\_\_\_  
Sheila McIntyre, Town Clerk, CMC

OWNER:

RALEY RANCH PROJECT LLC

By: \_\_\_\_\_  
John Tallichet, Manager

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF ORANGE        )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by John Tallichet as Manager of Raley Ranch Project LLC.

Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL A:**

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING,  
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;  
THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 836.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;  
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°35'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 38°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 30°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;  
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 303.80 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

**ALONG WITH**

**PARCEL B:**

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;  
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;  
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

**EXHIBIT B**  
**CDOT ACCESS PERMIT NO. 30028**

**EXHIBIT C**  
**INTERNAL ROAD EXHIBIT**



**COLORADO**  
Department of  
Transportation

Region 3 Traffic and Safety Section  
222 S. Sixth St, Room 100  
Grand Junction, Colorado 81501  
PH (970) 683-6284 FAX (970) 683-6290

<<< E-mailed >>>

April 22, 2020

Raley Ranch Project, LLC  
209 Grullo Lane  
Silt, Colorado 81652

Re: State Highway Access Permit No. 320028, located in Garfield County on Highway 006 near Mile Marker Reference Pt. 100.2 Right

Dear Applicant/Permittee:

The Colorado Department of Transportation (CDOT) has received your signed permit and application fee. A copy of the issued permit is enclosed. This permit is valid for one year from the date of issue. If construction does not occur within the first year, the Applicant/Permittee may request in writing, an extension for another year. This permit may be extended twice for a total of two (2) additional years. If construction does not occur within the third year, a new application shall be submitted and the permit process shall begin again.

The next step in the CDOT access permitting process is for you, Applicant/Permittee, to request a Notice to Proceed (NTP) from CDOT. You may NOT proceed with any construction without receiving an approved Notice to Proceed (NTP) from CDOT. Failure of receiving a Notice to Proceed prior to any construction will be a violation of the State Highway Access Code (2 CCR 601-1, "the Code") § 2.4.

The Applicant/Permittee shall request a NTP in writing along with all required items. Once the complete NTP submittal has been received, CDOT has seven (7) days to determine if the NTP submittal is complete for review and then, if necessary, notify the applicant of any deficiencies. If complete, CDOT will review and comment on the submitted information within thirty (30) days. If CDOT determines the information is unacceptable, missing, or in need of correction, the Applicant/Permittee shall correct their submittal and resubmit the complete request for NTP.

Once resubmitted, CDOT will review the revised NTP documents within ten (10) days. If the revised documents are satisfactory, CDOT will issue a NTP. If further corrections are necessary, the cycle of submittal, review and comments will repeat itself until approval is granted and the NTP is issued.

**Notice to Proceed Steps and Requirements**

The request for NTP shall include the following steps and associated documents, along with any other items specified in the Terms and Conditions of your permit:

**1) Written Request for Notice to Proceed**

Well in advance of construction, the Permittee shall make a written request for a Notice to Proceed (NTP) to Devin Drayton, Access Project Manager. If applicable please include the engineering firm name, Professional Engineer's name, and their contact numbers. Request may be sent to: 222 S. 6<sup>th</sup> St, Rm 100, Grand Junction, CO 81501 (or by email to [Devin.Drayton@state.co.us](mailto:Devin.Drayton@state.co.us)). He may also be reached by phone at: (970) 683-6286.

2) **Schedule a Pre-Design Meeting with the Access Project Manager**

The following persons should be in attendance: Permittee/Property Owner or their representative, a CDOT representative, the Engineer of Record, the Construction Superintendent, the Traffic Control Supervisor, and Permittee/Property Owner (or Property Owner's Representative if other than Applicant).

3) **Complete and Submit the Notice to Proceed Checklist**

The Applicant shall submit a NTP Checklist that was received from the Project Manager at the Pre-design meeting. This Checklist and associated plans and specifications will be included as exhibits to the NTP. The NTP checklist shall:

- A. Include the Engineer Design Certificate (last page) completed, signed, and sealed by the Engineer of Record; and
- B. Be complete and provide all required items marked with an "X" on this checklist.

4) **Submit Complete Construction Plans**

The Applicant shall provide **two (2) hard copies and one (1) electronic copy** of 11X17 construction plans and specifications (at the scale of 1" = 50 feet) for the proposed improvements. The plans shall:

- A. Include the name of the Engineering firm and/or the Professional Engineer with their contact information; and
- B. Address (as applicable) the geometry, striping, signing, and signalization; and
- C. Include (but not be limited to) the layout of the access, highway improvements, utility locations, existing and proposed drainage, existing and proposed right-of-way lines, existing and proposed traffic control devices, and a clear zone analysis; and
- D. **Be signed and sealed by a Colorado Professional Engineer** in accordance with CRS 12-25-117; and
- E. Conform to the requirement of the permit's "Terms and Conditions"; and
- F. If applicable include the following statement on the cover page of the plans: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:"

5) **Construction Progress Schedule**

The Applicant shall provide a construction progress schedule that identifies all critical path items, including but not limited to: excavation, embankment, surfacing, culvert installation, traffic control placement and removal, and access construction completion.

6) **Provide CDOT with Performance Bond(s)**

The performance bond must be at least 110% of the estimated total highway construction costs. Bonding agency must be licensed to do business in the State of Colorado. A cost estimate, sealed by a Colorado registered professional engineer, and a draft of each bond must be provided and approved by CDOT, prior to issuing a NTP.

7) **Insurance Liability Certification**

The Applicant or contractor shall be required to provide a comprehensive general liability and property damage insurance for the period of access construction. As per the State Access Code, Section 2 (11)(i), the certificate shall name CDOT, and the local Issuing Authority (if applicable) as an additional insured party for general liability in the amounts of not less than \$1,000,000 per occurrence and automobile liability insurance of \$1,000,000 with combined single limit bodily

injury and property damage for each accident. The additional insured(s) must be noted as such, not just "Certificate Holders".

8) **Traffic Control Plan (TCP)**

The traffic control plan must:

- A. Comply with CDOT Standard Plans Manual for Maintenance and Signing; and
- B. Be consistent with the MUTCD, identifying the type, number and spacing for all devices; and
- C. Be prepared by individual with American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association certification - or sealed (stamped) by a Colorado registered professional engineer; and
- D. Be acceptable to CDOT prior to any construction within the right-of-way; and
- E. Be presented in a manner that provides a method of handling traffic (MHT) for each different phase of construction; and
- F. Describe the MHT according to the proposed construction phasing and include dimensioned diagrams of work zone elements, with the final traffic control plan submitted a minimum of three working days in advance of construction. (Such plans may be revised as necessary with CDOT concurrence.)

If you have any questions regarding the process or the required documents, please don't hesitate to contact me at the number above or Devin Drayton, Project Manager at Devin.Drayton@state.co.us or 970-683-6286.

Respectfully,



Brian Killian, Region 3 Access Manager

Cc: Devin Drayton, Project Manager  
File

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			CDOT Permit No.
<b>STATE HIGHWAY ACCESS PERMIT</b>			<b>320028</b>
			State Highway No / Mp / Side 006D / 100.200 / Right
Permit Fee  \$300.00	Date of Transmittal	Region / Section / Patrol / Name 3 / 02 / 2K10 Tracy Anthony	Local Jurisdiction Silt

<b>The Permittee(s):</b>	<b>The Applicant(s):</b>
Raley Ranch Project, LLC 209 Grullo Lane Silt, Colorado 81652 (970) 379-5001	Sopris Engineering LLC 502 Main St, Ste A-3 Carbondale, Colorado 81623 (970) 704-0311
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Located on the south side of Hwy 006 D at Overo Blvd. and approximately 1100 feet east of MP 100	
Access to Provide Service to: (Land Use Code) (Size) (Units)	
820 - Shopping Center 23,100 SF	
220 - Apartment 172 Units	
TOTAL 164 DHV	
Additional Information: This access is on the south side of the roundabout at SH-006D and Overo Blvd	

<b>MUNICIPALITY OR COUNTY APPROVAL</b>			
Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
<b>The permittee shall notify Teshaylo Trujillo 2K3 with the Colorado Department of Transportation, at (303) 810-0883 at least 48 hours prior to commencing construction within the State Highway right-of-way.</b>			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature: 	Print Name John Tallichet	Date 3/27/20	
Co-Permittee Signature: (if applicable)	Print Name	Date	

This permit is not valid until signed by a duly authorized representative of the Department.			
<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
Signature 	Print Name BRIAN KILLIAN	Title ACCESS MGR	Date (of issue) 4-21-2020

**Copy Distribution:** Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer Previous editions are obsolete and may not be used Page 1 of 3 CDOT Form #101 5/07

**State Highway Access Permit  
Form 101, Page 2**

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

**APPEALS**

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

**PERMIT EXPIRATION**

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

**CONSTRUCTION**

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

#### CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

#### MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

STATE of COLORADO HIGHWAY ACCESS PERMIT  
ADDITIONAL TERMS and CONDITIONS

March 16, 2020

PERMIT No. 320028

Permittee(s): Raley Ranch Project, LLC

Location: Garfield County on CO Highway 006D, near Mile Ref. Pt. 100.2 Right

1. This permitted access is only for the use and purpose stated in the Application and Permit. This Permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based in part upon the information submitted by the Permittee. Any subsequent relocation, reconstruction, or modifications to the access or changes in the traffic volume or traffic nature using the access shall be requested for by means of a new application. Any changes causing non-compliance with the Access Code may render this permit void, requiring a new permit.
2. This permit replaces any and all additional access permits that may be in existence for this access.
3. This permit is for Apartments (174 Units) and a Shopping Center (23,100 SF)
4. The traffic volume shall be 164 DHV
5. The Permittee shall design and construct a roundabout that meets CDOT requirements at the intersection of Highway 006D and Overo Boulevard.
6. This access shall be designed and constructed to CDOT's design standards.
7. All mainline auxiliary lanes shall be designed and constructed with a 2-inch overlay.
8. This access shall be designed and constructed to CDOT's design standards and may be required to include sidewalk or trail, curb and gutter.
9. As per the Access Code, Section 4.5 (Section 5) this access that is a public roadway shall be improved and be re-constructed no less than 36 feet wide (exclusive of the radii). There shall be, at minimum, a 25' turning radii (or a radii that will accommodate the minimum turning radius of the largest vehicle projected to use the access). A turning template shall be required with the final plan sets for review prior to the issuance of a Notice to Proceed.
10. The horizontal axis of the access to the State Highway shall be constructed perpendicular to the centerline of the highway and extend from the edge of the roadway a minimum distance of 40 feet, or to the property line, whichever is greater. This design shall be in conformance with section 4 of the State Highway Access Code, 2CCR 601-1.
11. Side slopes shall be at a 4:1 slope on the roadway. The roadway shall slope away from the highway at a -2% grade for the first 20 feet of driveway. This design shall be in conformance with section 4 of the State Highway Access Code, 2CCR 601-1.
12. Immediately upon completion of earthwork, and prior to use, this access shall be hard surfaced in accordance with Section 4.7 of the Access.
13. The access shall be hard-surfaced a minimum distance of 50 feet from the traveled way, or to the CDOT Right-of-Way, whichever is greater. Where the hard surface is to abut the existing pavement, the existing pavement shall be saw cut and removed a minimum of one foot back from the existing edge for bituminous, or until an acceptable existing cross slope is achieved. Surfacing shall meet the Department's specifications with minimum surfacing to be equal to, or greater than, existing highway conditions.
14. The Permittee shall provide a performance bond that will insure completion of the required highway and all related intersection improvements in conformance with all Department standards and specifications. The bond must be at least 110% of the estimated total highway

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construction cost and the bonding agency must be surety licensed to do business in the State of Colorado. A thorough Construction Cost Estimate sealed by a Colorado Registered Professional Engineer and a draft of the bond must be provided and approved by Department before acceptance of the final bond and before construction is approved to commence.

15. A design meeting is required prior to construction design. Required personnel for this meeting are: Professional Engineer of Record (i.e., the person who shall sign and seal the plan set), Design Engineer, and Permittee. Please contact Devin Drayton 970-683-6286 for scheduling this design meeting.

**16. Materials, Placing, and Compaction**

For Level 3 projects, the specifications for materials and compaction shall be discussed and determined at the pre-design meeting with the Region 3 Access Project Engineer.

Unless the Applicant has approval from the Access Manager who may state otherwise, the following are requirements for driveway construction:

Hot Mix Asphalt Option (HMA)

Base: 16 inches of class 6 gravel with maximum 6-inch lifts;

Surface: 4 inches of HMA in two, 2-inch lifts;

Compaction of the subgrade, embankments and backfill shall comply with sections 203 & 304 of the Colorado Highway Standard Specifications for Road and Bridge Construction.

Concrete Pavement Option: Portland Cement (PCCP)

Base: 4 inches of class 6 gravel;

Surface: A minimum of 6" of doweled and tied PCCP.

Compaction of the subgrade, embankments and backfill shall comply with sections 203 & 304 of the Colorado Highway Standard Specifications for Road and Bridge Construction.

17. A Notice to Proceed, CDOT Form 1265, must be issued by CDOT before beginning construction on the access or any activity within the highway Right-of-Way.
18. To receive the Notice to Proceed the applicant shall submit a complete packet to CDOT with the following items:
- (a) Prior to the issuance of any Notice to Proceed, the applicant shall schedule a pre-construction meeting including but not limited to applicant, Engineer of Record, Construction Inspector, construction personnel, Permittee (if other than applicant), CDOT representative and Traffic Control Supervisor.
  - (b) A construction schedule-- required at the pre-construction meeting.
  - (c) A cover letter requesting a Notice to Proceed.
  - (d) Certificate of Insurance Liability as per Section 2.3(11)(i) of the State Highway Access Code, naming CDOT as an additional insured for general liability.

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- (e) A certified Traffic Control Plan in accordance with Section 2.4(6) of the Access Code. The Traffic Control Plan shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during construction.
  - (f) Four copies of Construction Plans Stamped (11"x 17" with a minimum scale of 1" = 50') by a Colorado Registered Professional Engineer in full compliance with the State Highway Access Code.
  - (g) Signed and sealed Notice to Proceed Checklist.
  - (h) Signed and Approved Performance Bond.
  - (i) Signed and sealed Drainage Report or narrative.
19. No drainage from this site shall enter onto the State Highway travel lanes. The Permittee is required to maintain all drainage in excess of historical flows and time of concentration on site. All existing drainage structures shall be extended, modified or upgraded, as applicable, to accommodate all new construction and safety standards, in accordance with the Department's standard specifications.
20. Open cuts, which are at least 4 inches in depth, within 30 feet of the edge of the State Highway traveled way, will not be left open at night, on weekends, or on holidays, or shall be protected with a suitable barrier per State and Federal Standards.
21. Nothing in this permit shall prohibit the Chief Engineer from exercising the right granted in CRS 43-3-102 Including but not limited to restricting left hand turns by construction of physical medial separations.
22. The Permittee is responsible for obtaining any necessary additional Federal, State and/or City/County permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee. Permittee is also responsible for obtaining all necessary utility permits in addition to this access permit.
23. All workers within the State Highway right-of-way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction. Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation.
24. The Permittee shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during and after construction.
25. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board), and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <https://www.codot.gov/business/designsupport/standard-plans> .

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26. When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with the Department's M-607-1 standard, before the fence is cut, to prevent slacking of the remaining fence. All materials removed shall be returned to the Department.
27. It shall be the responsibility of the Permittee to maintain adequate sight distance for this driveway. Trimming of vegetation or trees to maintain adequate sight distance is the sole responsibility of the Permittee.
28. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repair such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.
29. Any damage to present highway facilities including traffic control devices shall be repaired immediately at no cost to the Department and prior to continuing other work.
30. During access construction, no construction-related, personal vehicles will be permitted to park in the state highway right-of-way.
31. Any mud or other material tracked, or otherwise deposited, on the roadway shall be removed daily or as ordered by the Department inspector. If mud is an obvious condition during site construction, it is recommended that the contractor build a Stabilized Construction Entrance or Scrubber Pad at the intended construction access to aid in the removal of mud and debris from vehicle tires. The details of the Stabilized Construction Entrance can be found in the M & S Standards Plan No. M-208-1.
32. A fully-executed, complete copy of this permit and the Notice to Proceed must be on the job site with the contractor at all times during the construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.
33. No work will be allowed at night, Saturdays, Sundays and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
34. The access shall be completed in an expeditious and safe manner and shall be completed within 45 days from initiation of construction within State Highway right-of-way or in accordance with written concurrence of the Access Manager. All construction shall be completed in a single season.

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35. All costs associated with any type of utility work will be at the sole responsibility and cost of the Permittee and at no cost to CDOT.
36. Areas of roadway and/or right-of-way disturbed during this installation shall be restored to their original conditions to insure proper strength and stability, drainage and erosion control. Restoration shall meet the Department's standard specifications for topsoil, fertilization, mulching, and re-seeding.
37. All construction and inspection work must be under the direction of a Colorado Registered Professional Engineer. The PE's responsibilities include, but are not limited to: The PE shall evaluate compliance with plans and specifications with regard to the roadway improvements within the State right-of-way. The PE shall carefully monitor the contractor's compliance on all aspects of construction, including construction zone traffic control.
38. Engineering Certification: After inspection and before final acceptance, the Engineer shall certify to CDOT in writing that all inspections, materials, materials testing, and construction methods conform to the plans, specifications and purpose of design. Upon completion of the work, that responsible Engineer shall submit an "As Built" plans, showing in detail all approved construction changes, modification.

Construction Completion & Final Acceptance

39. The Permittee shall construct all improvements stated on this permit prior to any use as allowed by this permit. The Permittee shall notify the Permit Manager within 10 working days to request a final inspection. This request shall include signed and sealed certification that all materials and construction have been completed in accordance with all applicable Department Standards and Specifications; and that the access is constructed in conformance with the State Highway Access Code, 2 CCR 601-1, and the terms and conditions included in this permit. The engineer of record shall be present for this inspection. The access serviced by this permit may not be opened to traffic until the CDOT Access Manager provides written initial approval.
40. Following the final inspection, CDOT will prepare an Access Construction Inspection Summary Letter and send it to the applicant, Permittee, and engineer of record. If additional items are required to complete the access construction, a list of these items will be part of the access construction inspection summary letter. All required items and final as-built survey shall be completed within 30 days from receiving the Access Construction Summary Letter. The access serviced by this permit may not be opened to traffic until written approval has been given from the CDOT Access Manager. If all work appears to have been done in general close conformity with the above named permit, an initial acceptance letter will be sent to the Permittee and this access may be opened for traffic.
41. The 2-year warrantee period will begin when the initial acceptance letter is issued. In accordance with section 2.5(6) of the State Highway Access Code, if any construction element fails within two-years due to improper construction or material specifications, the Permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access. The letter of final acceptance will be issued once the access has been inspected and is found to comply with all material and construction in accordance with all applicable Department Standards and Specifications approx. 2 years after initial acceptance.

## COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

**PURPOSE** - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

**CLEARANCE CONTACTS** - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035  
Water Quality Control Division (WQCD): (303) 692-3500  
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 757-9343 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:  
Omaha District (NE CO), Denver Office (303) 979-4120  
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>  
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199  
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>  
Albuquerque District (SE CO), Pueblo Office (719)-543-9459  
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

**Wildlife Resources** - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

**Cultural Resources** - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<http://www.historycolorado.org/oahp/file-search>). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAH for file searches at (303) 866-5216.

**Paleontological Resources** - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (<https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies>), and the Denver Museum of Nature and Science (<http://www.dmns.org/science/collections/earth-science-collections/>) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at [nicole.peavey@state.co.us](mailto:nicole.peavey@state.co.us) or (303) 757-9632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

**Hazardous Materials, Solid Waste** - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Information:** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

**Asbestos Containing Materials, Asbestos Contaminated Soil** - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

**Transportation of Hazardous Materials** - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

**Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD** - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a “general” or “individual” 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

**Working on or in any stream or its bank** - In order to protect and preserve the state’s fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5’ quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

**Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities** - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits> and <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>.

**Construction Dewatering (Discharge or Infiltration) and Remediation Activities** - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact Information:** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Applications and Instructions (CDPHE website): <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

**Municipal Separate Storm Sewer System (MS4) Discharge Permit** - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality’s MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit # COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits>. For CDOT-related MS4 regulations, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>.

**General Prohibition – Discharges** - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

**General Authorization - Allowable Non-Stormwater Discharges** - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>. **Contact Information:** The CDPHE Water Quality Control Division (telephone #'s listed above).

**Erosion and Sediment Control Practices** - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book>). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

**Disposal of Drilling Fluids** - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as “discharges” or “solid wastes,” and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

**Noxious Weeds and Invasive Species Management Plan** – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

**Concrete Washout** - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact CDPHE or find additional information on the CDOT website: <https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs> and refer to the specifications and their revisions for sections 101, 107 and 208.

**Spill Reporting** - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

**About This Form** - Questions or comments about this Information Summary may be directed to Alex Karami, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, [alex.karami@state.co.us](mailto:alex.karami@state.co.us).

## What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground.

## Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



**Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.**

## Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426**. From a safe distance try to estimate the amount of the discharge. Identify characteristics of the discharge (color, odor, algae, etc.). Obtain information on the vehicle dumping the waste (if applicable).

Do not approach!

Call \*CSP for illicit dumping.

If possible, take a photo, record a license plate.

**REMEMBER:**

**Never get too close to the illicit discharge, it may be dangerous!!!**

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

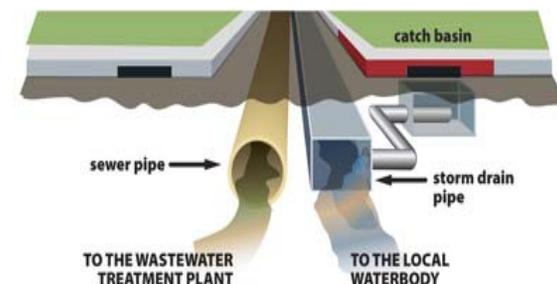
<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager  
4201 E. Arkansas Ave.  
Shumate Building  
Denver, Colorado 80222  
303-757-9343

## Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system.



*As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:*

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program



### Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

### Industrial Facilities Program Elements:

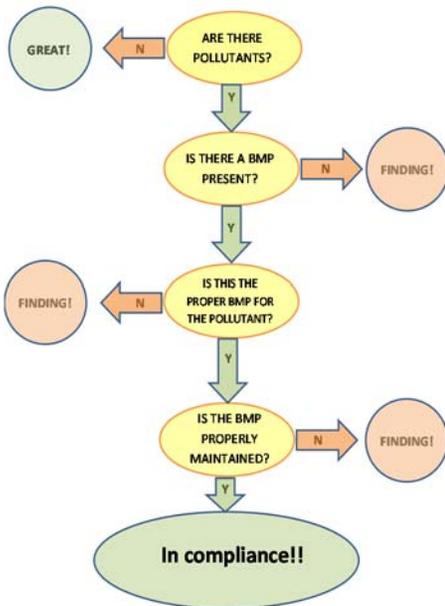
1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

### Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at:

<http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

### THE GAUNTLET



Permit # 320028



900 ft

Painted Pastures North

Painted Pastures South

6

70

River Frontage

N Overo Blvd

Grullo Ln

Tobiano Ln

Grand Ave

W Sabino Ln

Roan Ct

Red Feather Trail

Branding Iron

S Horseshoe

Mustang

Google Earth

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# COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

**Instructions:**

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at <https://www.codot.gov/business/permits/accesspermits>

**Please print or type**

1) Property owner (Permittee) <b>Raley Ranch, LLC - c/o John Tallichet</b>		2) Applicant or Agent for permittee (if different from property owner) <b>Yancy Nichol - Sopris Engineering LLC</b>	
Street address <b>209 Grullo Lane</b>		Mailing address <b>502 Main Street Suite A3</b>	
City, state & zip <b>Silt, CO 81652</b>	Phone# <b>970-379-5001</b>	City, state & zip <b>Carbondale, CO 81623</b>	Phone# (required) <b>970-704-0311</b>
E-mail address <b>Tobyguccini@gmail.com</b>		E-mail address if available <b>ynichol@sopriseng.com</b>	
3) Address of property to be served by permit (required) <b>34487 Highway 6 &amp; 24, Silt, CO 81652</b>			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? county subdivision block lot section township range <b>Garfield Painted Pastures 11 6 S 92 W</b>			
5) What State Highway are you requesting access from? <b>Highway 6 &amp; 24</b>		6) What side of the highway? <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
7) How many feet is the proposed access from the nearest mile post? <b>±1,350</b> feet <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W from: <b>MP 100</b>		How many feet is the proposed access from the nearest cross street? <b>2,060</b> feet <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W from: <b>Lyon Boulevard</b>	
8) What is the approximate date you intend to begin construction? <b>7/1/2020</b>			
9) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated: ) <input checked="" type="checkbox"/> improvement to existing access <input type="checkbox"/> change in access use <input type="checkbox"/> removal of access <input type="checkbox"/> relocation of an existing access (provide detail)			
10) Provide existing property use <b>Agriculture, vacant land</b>			
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: <b>See attached</b> and/or, permit date: <b>The existing permits have since expired.</b>			
12) Does the property owner own or have any interests in any adjacent property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - please describe: <b>120 acres east of Davis Point (±2,500ft east)</b>			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points.			
14) If you are requesting agricultural field access - how many acres will the access serve? <b>N/A</b>			
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.			
	business/land use	square footage	
	<b>First floor retail</b>	<b>23,100</b>	
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?			
	type	number of units	
	<b>Multi-Family</b>	<b>172</b>	
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.			
Indicate if your counts are <input checked="" type="checkbox"/> peak hour volumes or <input type="checkbox"/> average daily volumes.		# of passenger cars and light trucks at peak hour volumes <b>165</b>	# of multi unit trucks at peak hour volumes
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	<b>Total count of all vehicles</b> <b>165</b>	

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- a) Property map indicating other access, bordering roads and streets.
- b) Highway and driveway plan profile.
- c) Drainage plan showing impact to the highway right-of-way.
- d) Map and letters detailing utility locations before and after development in and along the right-of-way.
- e) Subdivision, zoning, or development plan.
- f) Proposed access design.
- g) Parcel and ownership maps including easements.
- h) Traffic studies.
- i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage: <https://www.codot.gov/programs/environmental/resources/guidance-standards/environmental-clearances-info-summary-august-2017/view>

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <https://www.codot.gov/business/civilrights/ada/resources-engineers>

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

**The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.**

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature 	Print name <b>Yancy Nichol</b>	Date <b>12/20/2019</b>
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If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

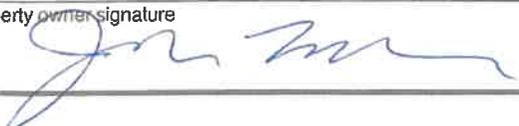
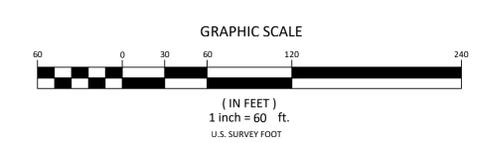
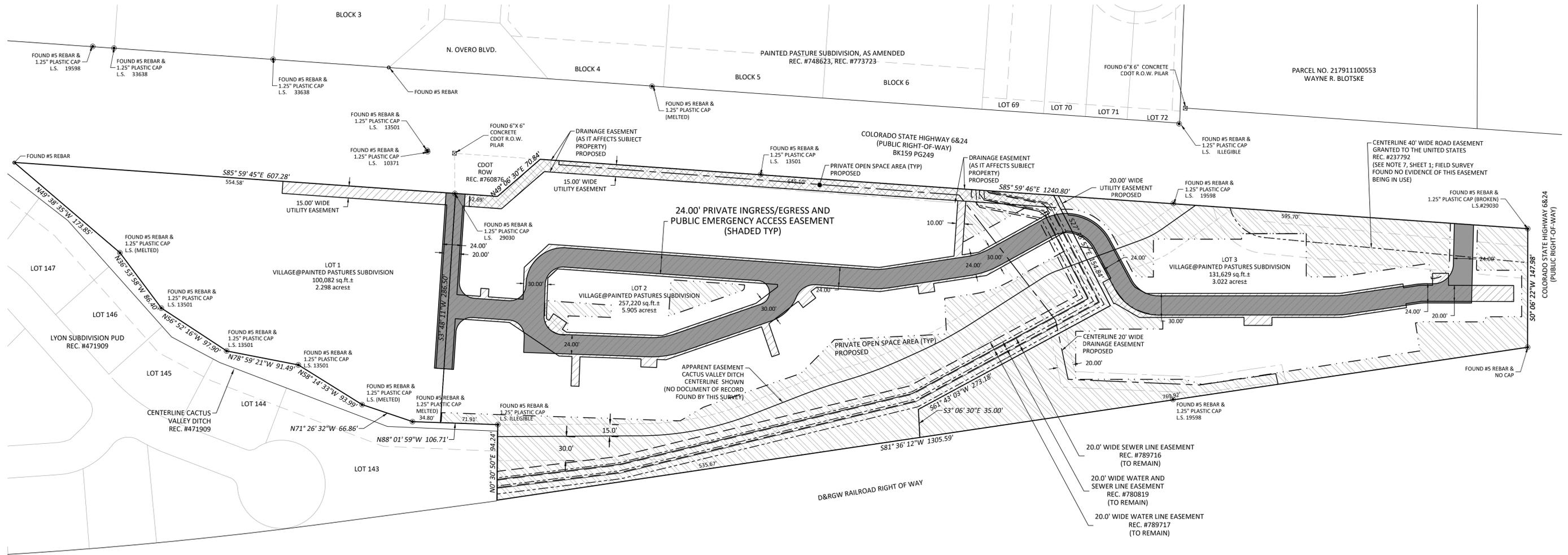
Property owner signature 	Print name <b>John Tallichet</b>	Date <b>12/31/19</b>
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EXHIBIT C:  
**VILLAGE AT PAINTED PASTURES SUBDIVISION**  
 A PARCEL OF LAND SITUATED IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M.  
 TOWN OF SILT, GARFIELD COUNTY, COLORADO  
 SHEET 1 OF 1  
 ACCESS AND UTILITY EASEMENTS



HATCH LEGEND

	UTILITY EASEMENT (PROPOSED) WIDTH VARIES
	ACCESS EASEMENT (PROPOSED) WIDTH VARIES
	OPEN SPACE AREAS (PROPOSED)

**SOPRIS ENGINEERING - LLC**  
 CIVIL CONSULTANTS  
 502 MAIN STREET, SUITE A3  
 CARBONDALE, COLORADO 81623  
 (970) 704-0311 SOPRISENG@SOPRISENG.COM

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**STAFF REPORT**

For the Board of Trustee Meeting of May 26, 2020

**Application:** The Village at Painted Pastures Annexation  
The Village at Painted Pastures Planned Unit Development  
Zoning (PUD)

**Applicant/  
Property Owner:** Raley Ranch Project, LLC  
8191 E. Kaiser Boulevard  
Anaheim, CA 92808

**Representatives:** Doug and Julie Pratte  
The Land Studio, Inc.  
365 River Bend Way  
Glenwood Springs, CO 81601

**Mineral Rights Owners:** **1/16 Interest** - John H. Conto (as reserved in deed to C.R. Youker and Mildred Youker) recorded November 9, 1951 in Book 260 at Page 606;  
**1/4 Interest** – Harold A. Deter and Maysel E. Deter (as conferred by Henry Meisner and Mary Meisner), recorded July 28, 1959 in Book 319 at Page 248;  
**All oil, gas, and other mineral rights** (as reserved by Edward E. Walters in the deed to Davis Point Park, LLC), recorded November 17, 2006 at Reception No. 711354;

**Site Location:** East of Lyon Commercial PUD and south of existing Painted Pastures (Phases I & II)

**Acreage:** 9.223-acre parcel known as Parcel # 2179-111-00-445  
2.001-acre parcel known as Parcel # 2179-111-00-721

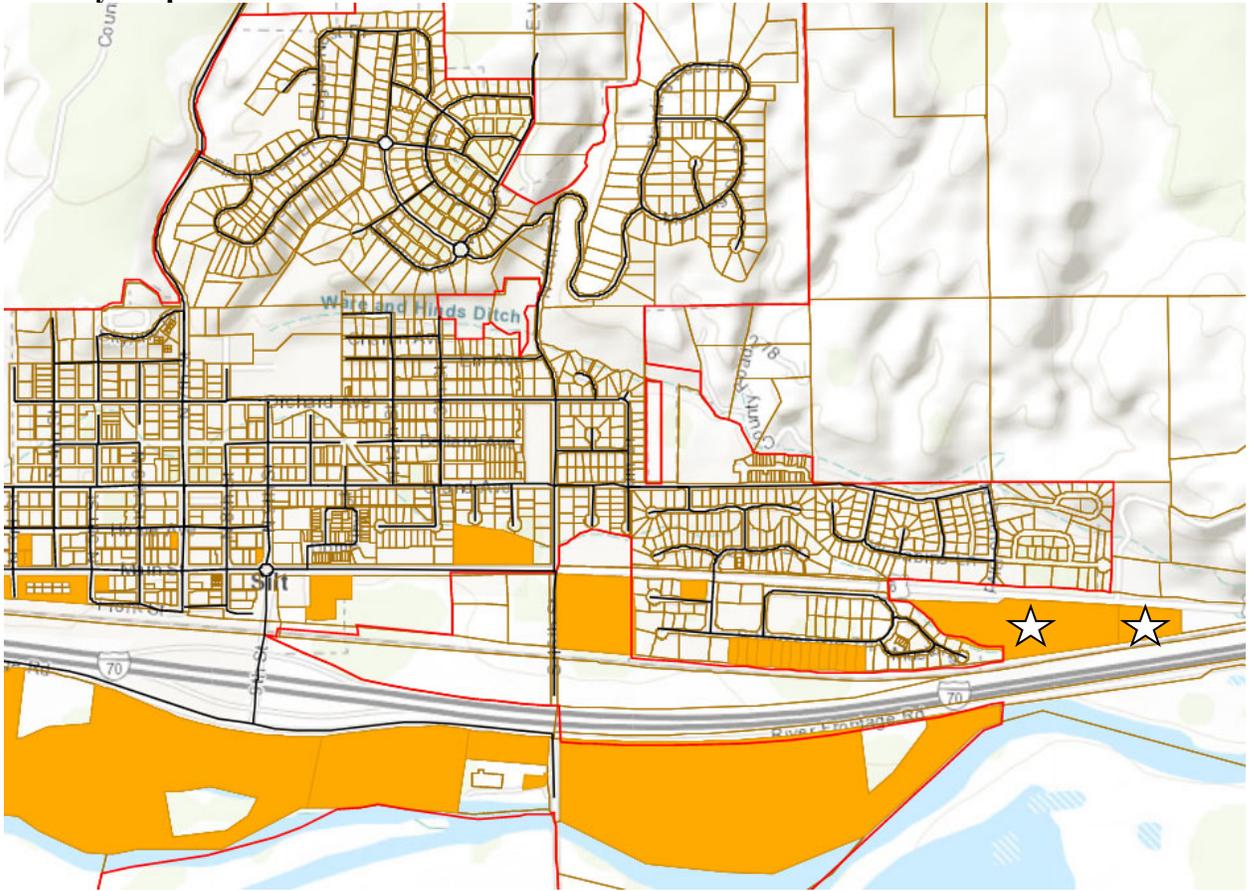
**Present Zoning:** Rural (County) – comprised of the County’s rural residential areas, agricultural resource lands, agricultural production areas, and natural resource areas.

**Present Land Use:** Vacant (non-agricultural)

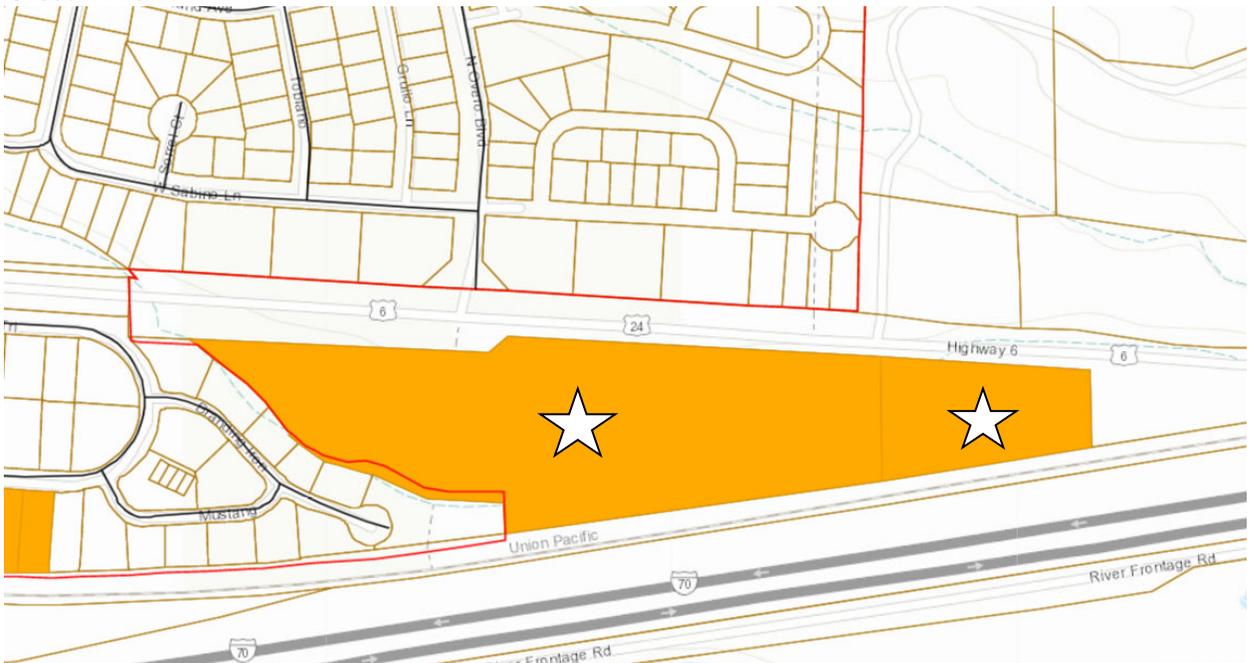
**Proposed Zoning:** Planned Unit Development – mixed use of residential and commercial

**Fees:** Fee of \$1,200 + \$400 deposit (Annexation); &  
Fee of \$ 500 + \$500 deposit.

**Vicinity Maps:**



**Closer View:**



## **I. Description of Proposal**

The applicant, Raley Ranch Project, LLC, submitted an annexation petition, annexation application, affidavit of circulator, and Planned Unit Development zoning application for a property known as the Village at Painted Pastures Annexation and Planned Unit Development, comprised of two parcels in Garfield County (a 9.223-acre parcel and a 2.001-acre parcel) located east of the Silt Trade Center (Lyon Commercial Planned Unit Development) and south of the existing Painted Pastures Subdivision (Phases I & II). The land is contiguous to the Town's boundary (both Silt Trade Center and Painted Pastures) and is thus eligible for annexation. The applicant's proposal of planned unit development zoning is necessary due to the mixed commercial (light commercial, storage) and residential (multifamily) uses proposed.

## **II. Comprehensive Plan General Policies and Goals– Designated Urban Growth Areas**

### **Service and Commercial Support**

The subject property lies within the Service and Commercial Support Comprehensive Plan Land Use Designation, which states the following:

“Those properties within the Comprehensive Plan Land Use Designation of “Service and Commercial Support” are outside of the Town's Downtown area, but are expected to have good visibility from Main Street and/or the I-70 corridor. The “Service and Commercial Support” designation is not expected to extend more than two blocks north (or south) of State Highway 6. For this reason, it is appropriate to expect that these properties will provide the Town with solid retail and service commercial businesses, such as construction related businesses like supply companies, office-type businesses such as real estate offices, craftsmen-type businesses such as cabinet makers, and other services such as auto repair and small appliance repair and small appliance repair, hotels, and convenience stores. These properties should look inviting and aesthetically professional, and the structures should have a western appeal or theme, if possible. This area is crucial for the Town's employment picture, providing local jobs within the core of the community, and keeping the residents close to enjoy the time not spent working, with their families and friends. While retail businesses may not be the main focus in the “Service and Commercial Support” area, it is important for the Town to encourage any business that provides clean commercial without air pollution, noise, undesired odor, vibration, or wasted resources. As the Town and/or businesses grow(s), this Comprehensive Plan Land Use Designation will have to shrink in order to accommodate a larger “Downtown” area.

The Town should carefully scrutinize marijuana applications in this land use designation.”

**(Staff note: The applicant proposes Planned Unit Development Zoning for Village at Painted Pastures, which allows for a baseline zoning of commercial (as seen on the provided PUD Zoning map and a multi-family residential overlay on up to six acres. The Comprehensive Plan does not describe residential uses within the Service and Commercial Support Land Use Designation, and therefore, the Board of Trustees shall make the final decision as to whether the proposed annexation and zoning meet the intent of the 2017 Comprehensive Plan.)**

### III. Pertinent Silt Municipal Code

#### §16.08.010 Intent (Annexation).

A. The intent of this chapter is to detail the various steps necessary in order to annex a parcel into the Town of Silt, negotiate terms of an annexation and development agreement to enumerate the exactions and public dedications, and subsequently zone the parcel. The process by which the Town approves a parcel for annexation into the Town is ruled by this Code, state statutes and the Town's Home Rule Charter. Because the annexation of property is a matter of state law, the provisions of Colorado law will control in addition to this chapter. In the event of a conflict between a statutory provision and a provision of this Chapter 16.08, the more specific shall control;

B. As described in this chapter, the Commission shall review and consider an applicant's annexation petition and annexation application, together with the applicant's zoning application and sketch plan application for the property, and provide recommendations concerning the subject annexation, zoning, and sketch plan to the board, prior to any action by the board on an applicant's annexation petition and annexation application, zoning application and sketch plan application;

C. The applicant for annexation should consider retaining a planning consultant, attorney or other professional(s) if the proposed annexation is complex. A property owner considering an annexation petition and annexation application may wish to consult an attorney familiar with municipal annexation law. While the Town staff will cooperate with the landowner and/or applicant for annexation, the Town is not bound by any representations made by staff regarding the status of or requirements of applicable laws, rules or regulations;

D. The annexation process may be a lengthy process, in order for the Town and the applicant and/or property owner to negotiate terms acceptable to both parties regarding the annexation. Further, the Town requires that the property owner and/or applicant proceed through the subdivision and zoning process concurrently with the annexation process, in order for the town to fully understand the scope of the request.

**(Staff note: The applicant proposes to develop the Village at Painted Pastures according to the Planned Unit Development Guidelines. On April 8, 2020, the Planning & Zoning Commission reviewed and approved the Village at Painted Pastures Minor Subdivision Sketch Plan (included in this packet for your reference. The Board approves the Final Plat.)**

#### §16.12.110 Planning and zoning commission—Conditional approval—Submission to board.

A. Approval as provided in Section 16.12.090 may be given on a conditional basis; provided, that the developer submits a written agreement, approved by the planning and zoning commission, to incorporate such conditions upon approval of the final PUD plan.

B. The planning and zoning commission shall, promptly upon rendering its decision, submit the PUD application and plan, along with its conclusions and findings in written form, to the board, whether the planning and zoning commission approves, conditionally approves or disapproves such application and plan.

C. The findings, conclusions and recommendations of the commission shall be advisory only and nonbonding on the board.

**(Staff note: On February 18, 2020, the Planning & Zoning Commission recommended to the Board of Trustees approval of the applicant's annexation and zoning applications, with conditions as seen elsewhere in this staff report.)**

**§16.12.150 Conformity with comprehensive plan.**

No PUD shall be approved unless it is found by the board to be in general conformity with the town's comprehensive plan.

**(Staff note: The 2017 Comprehensive Plan does not speak to residential housing in this land use designation (Service and Commercial Support), and therefore, the Board of Trustees will make the final decision on general conformance of this application to the 2017 Comprehensive Plan.)**

**§16.12.210 Relationship to surrounding area.**

The PUD shall have an appropriate relationship to the surrounding area, with unreasonable adverse effects on the surrounding area being minimized.

**(Staff note: The commercial aspects of the PUD (light commercial, storage) are in line with the adjacent land uses in Silt Trade Center to the east. The residential aspects of the PUD (multifamily) are in line with adjacent land uses in the existing Painted Pastures to the north. It is important to minimize mitigations between commercial uses and residential uses within the planned unit development, and the applicant proposes clustering these different types of uses, as seen on the PUD zoning map (and later in commercial site plan application(s).)**

**§16.12.240 Open space—Preservation of natural features.**

The PUD shall provide common open space, adequate in terms of location, area and type of the common open space and in terms of the uses permitted in the PUD. The PUD shall strive for optimum preservation of the natural features of the terrain.

**(Staff note: The applicant states in the application that 25% of the total acreage would be dedicated to open space, and the general areas of open space are seen on the PUD zoning map. These areas are appropriate, and the applicant will provide more information in the commercial/multifamily site plan review.)**

**§16.13.030 Planning and zoning commission review and action (Annexation).**

A. The commission shall review and consider the annexation at a regularly scheduled meeting to be held within sixty days after town staff has determined that the application materials are complete.

B. The commission, within fifteen days after the meeting or meetings, if the consideration of the annexation is continued, shall make recommendations to the board to approve, deny, or approve upon conditions, the application. Such recommendations shall be reasonably related to the intent and purposes of this chapter.

C. A full description of the action taken on the application by the commission shall be stated upon the minutes of the commission, a copy of which minutes shall be promptly forwarded to the board.

D. Any corrections required by town staff or the planning and zoning commission must be complied with before the application is submitted to the board.

**(Staff note: The Commission considered both the annexation and zoning applications on February 18, 2020, in order to be in (inexact) conformance with the Silt Municipal Code regarding the PUD application processing time. The Board considered the Resolution of Substantial Compliance on February 24, 2020. The Board considered and approved the Resolution of Finding of Facts and Conclusions on April 13, 2020, a public hearing. The Board shall also consider the ordinances to annex and zone as a planned unit development the Village at Painted Pastures, in public hearings on April 27, 2020 and May 11, 2020.)**

#### **IV. Staff Comments/Concerns**

##### **Property History**

The subject property proposed for annexation and PUD zoning is comprised of two parcels, a western 9.223-acre parcel (Parcel # 217911100445) and an eastern 2.001-acre parcel (Parcel # 217911100721). The parcels have historically been used for residential and agricultural purposes, but prior property owners removed the residence almost twenty years ago.

##### **Annexation**

The subject parcels (9.223-acre parcel and 2.001-acre parcel) are adjacent to the Town on the northern boundary, providing over 1,445 lineal feet of contiguity to the existing annexed and zoned Painted Pastures subdivision to the north. On April 13, the Board of Trustees approved Resolution 11, Series of 2020, a resolution making findings of fact and conclusions related to the property's ability to annex to the Town per state statutes. The annexation plat conforms to state statutes and municipal code regulations, as well.

Annexation of these two parcels is appropriate to regulate the growth and development in this region, as well as spur economic development and provide affordable housing. While the applicant has not submitted a final plat (3 lots) or a commercial/multifamily site plan yet, the applicant indicates that there will be a mixed use of commercial and residential, which is desirable to the Town.

##### **Current County Zoning**

The property is zoned 'Rural', a Garfield County designation, which is defined as "comprised of the County's rural residential areas, agricultural resource lands, agricultural production areas, and natural resource areas. Uses, densities, and standards established for this zone district are intended to protect the existing character of the area from uncontrolled and unmitigated residential, commercial, and industrial use. The zone district provides for the use of natural resources, recreational development, rural residential, and other uses." Rural zoning requires a minimum lot size of two acres, and therefore, the two parcels could support up to five single family lots, with a maximum lot coverage of 15%, setbacks of fifty feet from State Highway 6, twenty-five-foot rear yard

setback and ten-foot side yard setback. Building heights in this zone district are twenty-five feet for residential uses and forty feet for non-residential uses.

### **Proposed Planned Unit Development Zoning**

The applicant proposes the following:

#### Permitted Uses

##### A. Residential Use

1. Multi-family residential units;
2. Age-restricted multi-family residential units;
3. Memory care and assisted living for occupancy of more than one hundred (100) days per annum;
4. Residential units above a commercial, office, service, scientific, industrial, fabrication, storage, warehouse, public or institutional use.

**(Staff note: These uses are appropriate.)**

##### B. Commercial Use

1. Alteration, tailoring, or mending facility;
2. Appliance or equipment rental facility;
3. Auto parts retail facility;
4. Automobile washing facility;
5. Bakery;
6. Barber/beautician;
7. Brewery;
8. Clothing establishment;
9. Coffee roasting establishment;
10. Convenience store;
11. Copy/printing facility (retail);
12. Grocery store;
13. Laundromat;
14. Liquor store;
15. Multi-unit commercial establishment;
16. Paint material store;
17. Pawn shop/store;
18. Photographic studio;
19. Restaurant/deli;
20. Retail establishment with on-site transactions;
21. Shoe store;
22. Tattoo parlor with or without body piercing; &
23. Thrift store.

**(Staff note: These uses are appropriate.)**

C. Office/Service/Scientific Use

1. Animal hospital/clinic;
2. Financial institution;
3. Title company;
4. Government or nonprofit administrative office, fire station, police station, and post office;
5. Healthcare facility;
6. Office for a professional business; &
7. Scientific laboratory.

**(Staff note: These uses are appropriate.)**

D. Industrial/Fabrication Use

1. Auto body or mechanical repair;
2. Cabinet making facility or furniture restoration;
3. Gasoline station;
4. Metal fabrication or welding;
5. Panelized construction facility;
6. Utility facilities; &
7. Woodworking establishment.

**(Staff note: These uses could have some mitigations between adjacent commercial and residential uses, and therefore, the applicant proposes clustering of each similar use.)**

E. Storage/Warehouse Use

1. Automobile parking lot (no more than two acres);
2. Mini-warehouse storage facility (no more than two acres);
3. Open storage and outside storage, if adequately screened and appurtenant to an allowed commercial use;
4. Recreational vehicle storage facilities (no more than two acres); &
5. Warehouse space associated with commercial or industrial fabrication use.

**(Staff note: These uses could have some mitigations between adjacent commercial and residential uses, and therefore, the applicant proposes clustering of each similar use.)**

F. Public/Institutional Use

1. Assisted living and memory care/skilled nursing facility/hospice/behavioral care;
2. Bus station;
3. Child care facilities;
4. Community center;

5. Libraries; &
6. Parks and playgrounds.

**(Staff note: These uses are appropriate; bus stations have idling buses, so care should be taken to mitigate this use, if proposed.)**

## Development Standards

### A. Residential Use Development Standards

Development of Residential Uses that are not above a commercial, office, service, scientific, industrial, fabrication, storage, warehouse, public or institutional use shall be restricted to a maximum of six acres of the PUD. See the attached Planned Unit Development Zoning Exhibit for additional clarification. Residential uses shall meet the following applicable requirements:

1. Minimum lot width: As defined by the PUD Final Plat;
2. Maximum building height: 35'
3. Maximum lot coverage: 70%
4. Front yard setback\*: 15'
5. Rear yard setback\*: 15'
6. Side yard setback\*: 5'  
\*Multi-family residential unit setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
7. Minimum distance between structures: 10'
8. Minimum unit size: 450 sf
9. Maximum density: 20 units/acre
10. Minimum parking: 1 space/1 bedroom unit;  
1.5 spaces/2 bedroom unit;  
2 spaces per 3 bedroom unit
11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:
  - a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
  - b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;

- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

**(Staff note: These development parameters are similar to other planned unit developments and/or Town code. The maximum density is slightly higher in this PUD than in R-3 zone district (16 units/acre), and minimum unit size in R-3 district (800 square feet).)**

B. Commercial Use Development Standards

Development of a Commercial Use shall meet the following applicable requirements:

1. Minimum lot width: As defined by the PUD Final Plat;
2. Maximum building height: 35'
3. Maximum lot coverage: 70%
4. Front yard setback\*: 20'
5. Rear yard setback\*: 20'
6. Side yard setback\*: 10'  
\*Commercial building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
7. Minimum distance between structures: 10'
8. Maximum density: 20,000 sf gross floor area per acre
9. Minimum parking: 1 space/200 sf of gross Commercial Use floor area;  
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use
10. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:
  - a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
  - b. Open or enclosed fire escapes and fireproof outside stairways

projecting into a yard setback not more than 6 feet;

c. Balconies and decks projecting into a yard setback not more than 6 feet;

d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

**(Staff note: Parking for these uses deviates from Town code, where warehousing requires 1 space per every 600 square feet of gross floor area.)**

C. Office/Service/Scientific Use Development Standards

Development of an Office/Service/Scientific Use shall meet the following applicable requirements:

1. Minimum lot width: As defined by the PUD Final Plat;
2. Maximum building height: 35'
3. Maximum lot coverage: 70%
4. Front yard setback\*: 20'
5. Rear yard setback\*: 20'
6. Side yard setback\*: 10'

\*Office/Service/Scientific building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings

7. Minimum distance between structures: 10'
8. Maximum density: 20,000 sf gross floor area per acre
9. Minimum parking: 1 space/400 sf of gross Office/Service/Scientific Use floor area;  
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use

10. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;

- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

**(Staff note: Parking for these uses deviates from Town code, where warehousing requires 1 space per every 600 square feet of gross floor area.)**

D. Industrial/Fabrication Use Development Standards  
Development of Industrial/Fabrication Use shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
  - 2. Maximum building height: 35'
  - 3. Maximum lot coverage: 70%
  - 4. Front yard setback\*: 20'
  - 5. Rear yard setback\*: 20'
  - 6. Side yard setback\*: 10'
- \*Industrial/Fabrication building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
  - 8. Maximum density: 20,000 sf gross floor area per acre
  - 9. Minimum parking: 1 space/600 sf of gross Industrial/Fabrication Use floor area;  
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use
  - 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:
    - a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;

- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

**(Staff note: Parking for these uses deviates from Town code, where warehousing requires 1 space per every 600 square feet of gross floor area.)**

E. Storage/Warehouse Use Development Standards

Development of Storage/Warehouse uses shall be restricted to a maximum of three acres of the PUD. See the attached Planned Unit Development Zoning Exhibit for additional clarification. Storage/Warehouse Uses shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
  - 2. Maximum building height: 35'
  - 3. Maximum lot coverage: 70%
  - 4. Front yard setback\*: 20'
  - 5. Rear yard setback\*: 20'
  - 6. Side yard setback\*: 10'
- \*Storage/Warehouse building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
  - 8. Maximum density: 20,000 sf gross floor area per acre
  - 9. Minimum parking: 1 space/1,000 sf of gross Storage/Warehouse floor area
  - 10. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:
    - a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;

- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

**(Staff note: Parking for these uses deviates from Town code, where warehousing requires 1 space per every 600 square feet of gross floor area.)**

- F. Public/Institutional Use Development Standards  
Development of a Public/Institutional Use shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
- 2. Maximum building height: 35'
- 3. Maximum lot coverage: 70%
- 4. Front yard setback\*: 20'
- 5. Rear yard setback\*: 20'
- 6. Side yard setback\*: 10'  
\*Public/Institutional building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
- 8. Maximum density: 20,000 sf gross floor area per acre
- 9. Minimum parking: 1 space/400 sf of gross Public/Institutional floor area
- 10. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:
  - a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
  - b. Open or enclosed fire escapes and fireproof outside stairways

projecting into a yard setback not more than 6 feet;

c. Balconies and decks projecting into a yard setback not more than 6 feet;

d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

**(Staff note: Parking for these uses deviates from Town code, where warehousing requires 1 space per every 600 square feet of gross floor area.)**

#### Land Use Equivalency

The Village at Painted Pastures Zone District shall allow for a proportional trade of residential unit density to non-residential floor area density at a ratio of one residential unit to 1,000 sf of non-residential floor area.

For example:

- The maximum density for a one-acre parcel is 20 residential units **OR** 20,000 sf of non-residential floor area;
- A one-acre parcel may contain a mix of residential and non-residential uses;
- If a one-acre parcel contains 10 residential units, then it may also contain 10,000 sf of non-residential floor area at a ratio of one residential unit to 1,000 sf non-residential floor area.

**(Staff note: Silt Municipal Code allows a maximum of 16 residential units per acre. The PUD is for mixed commercial and residential use.)**

#### Open Space/Parkland

The Village at Painted Pastures PUD Zone District shall provide open space and/or parkland in an amount of at least twenty-five percent (25%) of the total project acreage to serve the project's residents and/or occupants.

**(Staff note: This provision is in conformance with Silt Municipal Code.)**

#### V. Annexation and Development Agreement Highlights

The Annexation and Development spells out general and specific requirements for the applicant to follow in development of the Village at Painted Pastures. Below is a list of highlighted items within the agreement:

- 1) Prepayment of up to fifty (50) EQRs of water/wastewater tap fees, to be used solely on lots within Village at Painted Pastures, and with no mark-up from developer to home/unit builder;
- 2) Payment of a fee "in lieu" of actual dedication of shares of domestic water, at the rate the Town approves annually, to be paid prior to issuance of building permit (2020 fee is \$952.81/EQR);

- 3) The applicant proposes to dedicate .55 shares in the Grand River Ditch Company, which is an adequate amount of irrigation water for the proposed six acres of landscaping within the Village project, and thus satisfies the requirement within the Silt Municipal Code;
- 4) The Town will require that the Village at Painted Pastures have a property owners' association with necessary Covenants, Conditions, and Restrictions, and an additional requirement that the Town is a third-party beneficiary with the ability but not the responsibility to enforce such covenants;
- 5) The applicant has received a CDOT Access Permit for construction of the roundabout at State Highway 6 on the western end of the property, but the applicant shall also apply for and receive an Access Permit for the secondary access on the property's eastern edge prior to development of 4.2 acres (out of 11.224 acres) of the property;
- 6) The applicant shall develop private roads, parks, open space, and trails within the Village at Painted Pastures, to be reviewed and approved by the Town at Commercial/Multifamily Site Plan Review, but all such private improvements shall remain open to the public; the applicant shall also submit a landscaping plan for the property and for State Highway 6 right-of-way, for review and approval by the Town;
- 7) There is a cost recovery provision for the applicant to recoup some of the infrastructure costs, if such infrastructure is oversized and can serve adjoining properties;
- 8) The Town supports a six year vested property rights period, from the time that the Annexation plat for the Village at Painted Pastures is approved; this time period allows the applicant to retain its PUD zoning, without the Town's alteration of such zoning;
- 9) The ADA specifies the default and remedy provisions for each party, including de-annexation of the property in the case of the Town's material default; &
- 10) The standard language under 'Force Majeure' (excused non-performance) includes 'pandemic' now.

## **VI. Planning & Zoning Commission Recommendation (Annexation)**

On February 18, 2020, the Planning & Zoning Commission recommended to the Board of Trustees approval of Ordinance 3, Series of 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, with the following conditions:

- 1) That all statements made by the Applicant in 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.

**VII. Planning & Zoning Commission Recommendation (Zoning)**

On February 18, 2020, the Planning & Zoning Commission recommended to the Board of Trustees approval of Ordinance 4, Series of 2020, an ordinance annexing that certain property known as the Village at Painted Pastures Planned Unit Development Zoning for the 9.223-acre parcel and the 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, with the following conditions:

- 1) That all statements made by the Applicant in 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 conditions:
- 2) That the Applicant pay all fees associated with the Town's review and approval of the PUD zoning application, including but not limited to attorney, engineering, planning, administrative and public notification costs.

**Tom Jankovsky**

District 1

**John Martin, Chair**

District 2

**Mike Samson, Chair Pro Tem**

District 3



February 10, 2020

Town of Silt  
Janet Aluise, Community Development Director  
P.O. Box 70  
Silt, CO 81652

Chad Lee  
Balcomb & Green  
P.O. Box 790  
Glenwood Springs, CO 81602

RE: Village at Painted Pastures and Highlands at Painted Pastures – Town of Silt Annexation Impact Report Waiver Requests

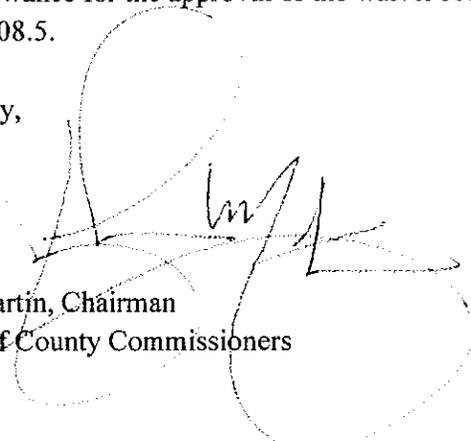
Dear Ms. Aluise and Mr. Lee:

The Board of County Commissioners has voted to waive the required Annexation Impact Reports for the Annexation to the Town of Silt, for Garfield County Assessor's Parcel Numbers 2179-111-00-445 (9.23 acres), 2179-111-00-721 (2.001 acres) and 2179-023-00-006 (41.743 acres). The request is further documented in your correspondence dated 2/4/2020 and the Annexation Petitions and legal descriptions attached thereto.

The properties are owned by Raley Ranch Project, LLC and are located off of State Hwy 6 & 24 and internal Town of Silt streets. The properties are shown on the attached mapping.

The allowance for the approval of the waiver request is pursuant to the Colorado Revised Statutes Section 31-12-108.5.

Sincerely,

  
John Martin, Chairman  
Board of County Commissioners

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

THAT RALEY RANCH PROJECT, LLC, BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

ANNEXATION BOUNDARY DESCRIPTION

PARCEL A: A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 553.80 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.53 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B: A PARCEL OF LAND SITUATED IN GOVT LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 445.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOVT LOT 2; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOVT LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019.

OWNER(S) RALEY RANCH PROJECT, LLC BY: AS \_\_\_\_\_

STATE OF COLORADO )

COUNTY OF GARFIELD ) §§

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019 BY \_\_\_\_\_ AS \_\_\_\_\_ OF RALEY RANCH PROJECT, LLC.

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND SEAL \_\_\_\_\_ NOTARY PUBLIC

LIENHOLDER'S SUBORDINATION

THE UNDERSIGNED, BEING THE HOLDER OF A LIEN ON THE HEREIN DESCRIBED PROPERTY PURSUANT TO A DEED OF TRUST RECORDED AS RECEPTION NO. \_\_\_\_\_ IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, HEREBY CONSENTS AND APPROVES THIS ANNEXATION MAP OF THE VILLAGE AT PAINTED PASTURES AND HEREBY SUBORDINATES THE LIEN OF SAID DEED OF TRUST TO THE MATTERS SET FORTH HEREIN.

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_.

NOTARY PUBLIC

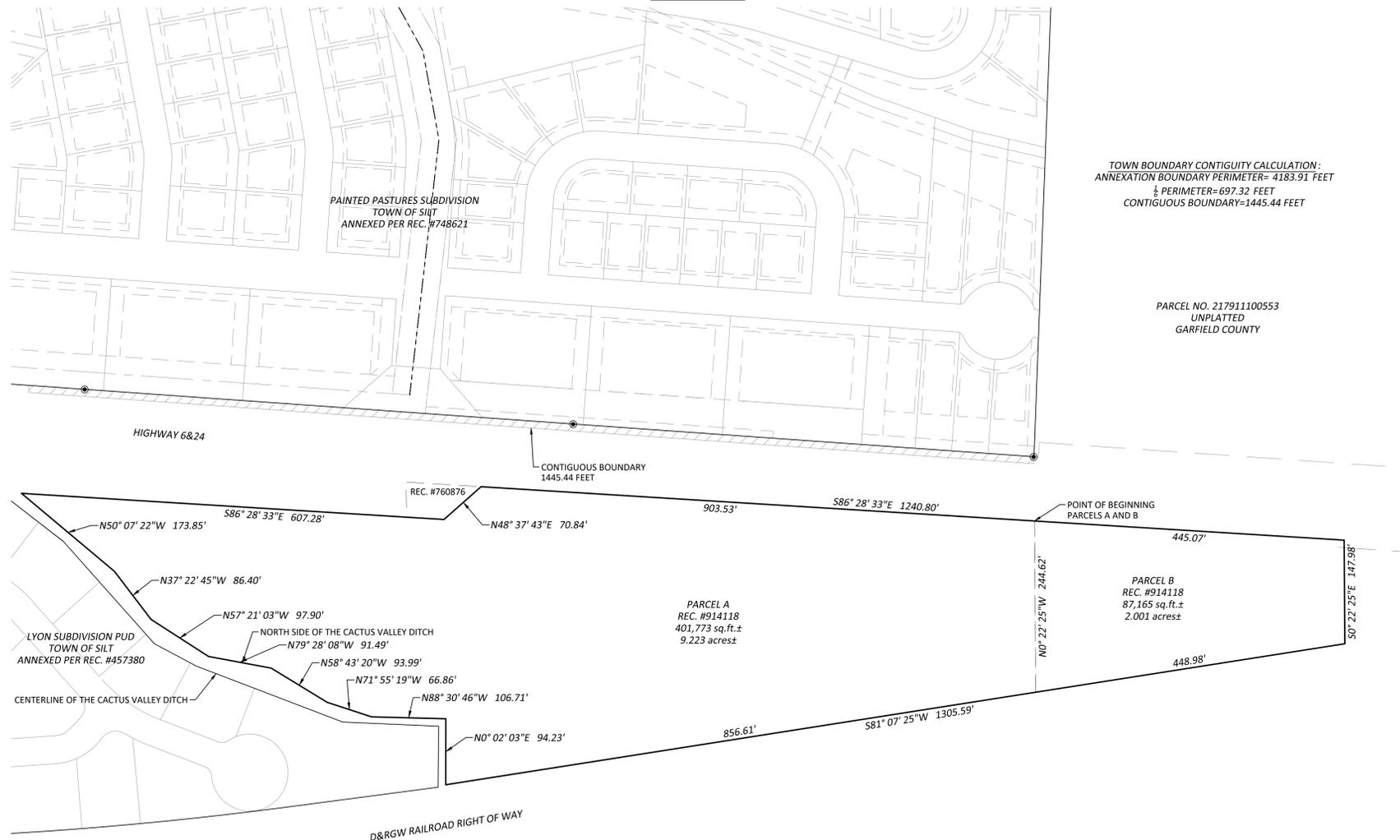
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ANNEXATION MAP OF:

THE VILLAGE AT PAINTED PASTURES

A PARCEL OF LAND SITUATED IN LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M. GARFIELD COUNTY, COLORADO

SHEET 1 OF 1

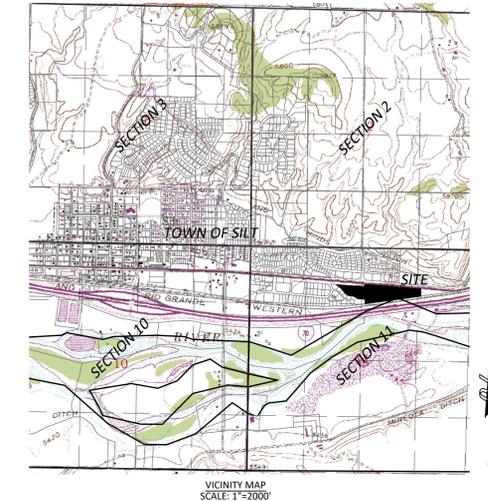


TOWN BOUNDARY CONTIGUITY CALCULATION: ANNEXATION BOUNDARY PERIMETER= 4183.91 FEET 1/2 PERIMETER=697.32 FEET CONTIGUOUS BOUNDARY=1445.44 FEET

PARCEL NO. 217911100553 UNPLATTED GARFIELD COUNTY

PARCEL A REC. #914118 401,773 sq.ft.± 9.223 acres±

PARCEL B REC. #914118 87,165 sq.ft.± 2.001 acres±



SURVEY NOTES

- 1) DATE OF PREPARATION: OCTOBER-DECEMBER 2019
2) BASIS OF BEARING: A BEARING OF S 86°28'33" W ALONG THE NORTH LINE OF THE ANNEXATION PARCELS, AS SHOWN HEREON.
3) BASIS OF SURVEY: THE FINAL PLAT MAP OF PAINTED PASTURES SUBDIVISION RECORDED MAY 15, 2008 AS RECEPTION NO. 748623, FINAL PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED JULY 14, 1998 AS RECEPTION NO. 528556, THE CORRECTION PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED DECEMBER 17, 2002 AS RECEPTION NO. 616742, THE FINAL PLAT OF CAMARIO SUBDIVISION RECORDED JUNE 22, 2007 AS RECEPTION NO. 726116, THE RALEY EXEMPTION PLAT RECORDED AUGUST 17, 1987 AS RECEPTION NO. 385045, THE LYON SUBDIVISION PLANNED UNIT DEVELOPMENT RECORDED DECEMBER 8, 1994 AS RECEPTION NO. 471909, THE AMENDED PLAT OF HEAVENLY VIEW SUBDIVISION RECORDED MAY 4, 1982 AS RECEPTION NO. 327466, VARIOUS DOCUMENTS OF RECORD AND THE FOUND MONUMENTS AS SHOWN HEREON.
4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ITEMS OUTLINED IN NOTE 4. NO TITLE COMMITMENT WAS USED IN THE PREPARATION OF THIS ANNEXATION MAP.
5) THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

SURVEYOR'S CERTIFICATE

I, MARK S. BECKLER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE ANNEXATION PLAT OF THE VILLAGE AT PAINTED PASTURES AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019.

MARK S. BECKLER, L.S. #28643

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SILT, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019.

CHAIRMAN

BOARD OF TRUSTEES CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND FOR CONVEYANCE TO THE TOWN OF SILT OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF SILT FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE THE TOWN OF SILT FOR MAINTENANCE OF STREETS AND UTILITIES DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF TRUSTEES.

TOWN OF SILT

BY: \_\_\_\_\_

MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF SILT, COLORADO

ATTEST: \_\_\_\_\_

TOWN CLERK

TITLE INSURANCE COMPANY CERTIFICATE

FIRST AMERICAN TITLE INSURANCE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN UPON THIS PLAT AND TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019.

AGENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SOPRIS ENGINEERING - LLC CIVIL CONSULTANTS 502 MAIN STREET, SUITE A3 CARBONDALE, COLORADO 81623 (970) 704-0311 SOPRISENG@SOPRISENG.COM

# Painted Pastures Applications

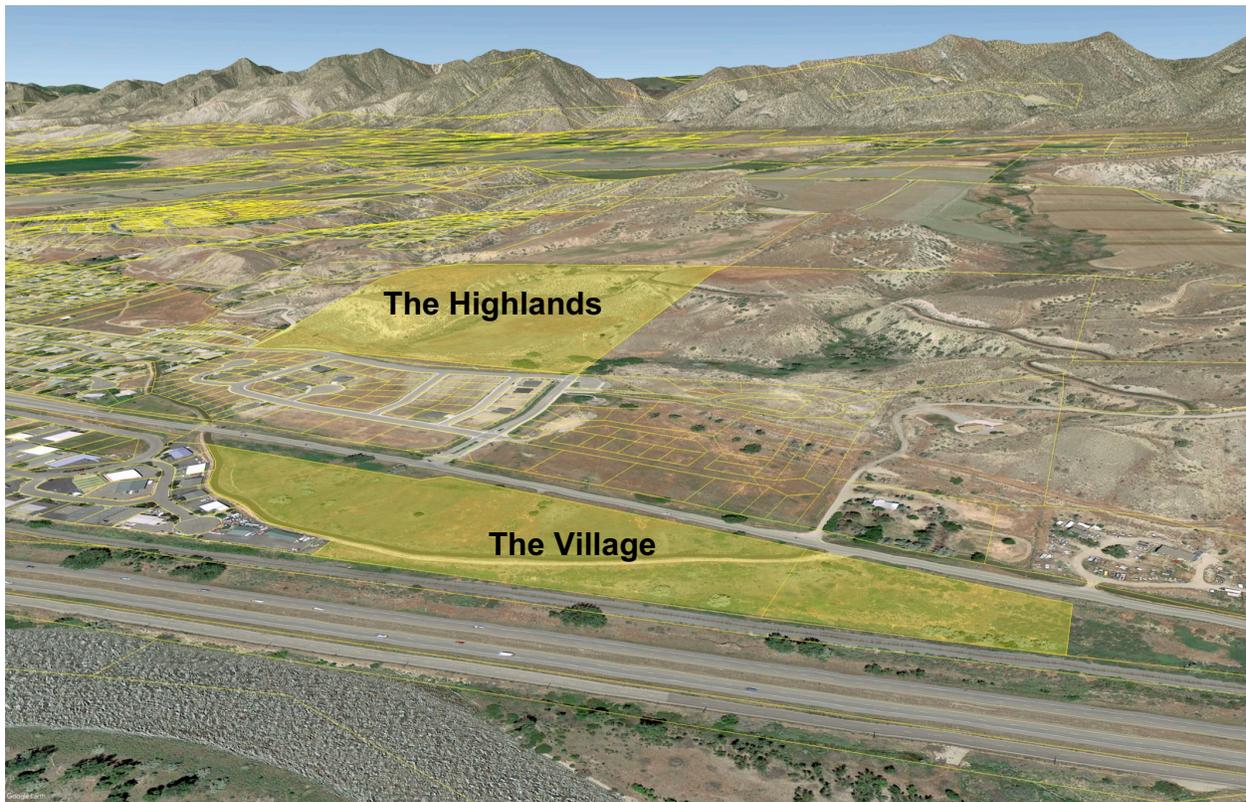
*Town of Silt, Colorado*

## The Village at Painted Pastures

*Annexation & Planned Unit Development*

## The Highlands at Painted Pastures

*Annexation and R2 Zoning*



Submitted January 8, 2020 by:  
The Land Studio, Inc.  
365 River Bend Way  
Glenwood Springs, Colorado 81601

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365 River Bend Way • Glenwood Springs, CO 81601 • Tel 970 927 3690 • landstudio2@comcast.net

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January 7, 2020

Ms. Janet Aluise  
Town of Silt Community Development Director  
231 N. 7th Street  
Silt, Colorado 81652

Re: The Village at Painted Pastures and The Highlands at Painted Pastures Annexation and Zoning Applications

Dear Janet:

Raley Ranch Project, LLC owns three parcels of land in Garfield County, Colorado contiguous to the Town of Silt's municipal boundaries. The Land Studio, Inc. has been working with representatives of Raley Ranch Project, LLC and its consultant team to prepare The Village at Painted Pastures and The Highlands at Painted Pastures Annexation and Zoning Applications per the discussed requirements at our October 9, 2019 Pre-Application meeting with you at the Town of Silt's Community Development Office. The intent of this Application is to Annex the Village at Painted Pastures parcels with Garfield County Parcel No. 217911100445 (9.223 acres±) and Parcel No. 217911100721 (2.001 acres±) into the Town of Silt with PUD Zoning per the attached PUD Guide, and to Annex The Highlands at Painted Pastures parcel with Garfield County Parcel No. 217902300006 (41.743 acres±) into the Town of Silt with R2 Zoning. The following is a list of the documents provided in this Application:

### **The Village at Painted Pastures Exhibits**

- A. Completed and signed Town of Silt Community Development Land Use Application Form for Annexation and Planned Unit Development Zoning
- B. Completed Town of Silt Community Development Land Use Activity Impact Statement for Annexation and Planned Unit Development Zoning.
- C. Public notice property owner addresses for properties within 200 feet of property from Garfield County qPublic.net
- D. Petition for Annexation
- E. Affidavit of Circulator
- F. Town of Silt Annexation Application
- G. Office of the Secretary of State of the State of Colorado Raley Ranch Project, LLC Certificate of Fact of Good Standing
- H. Commitment for Title Insurance
- I. Annexation Map of The Village at Painted Pastures
- J. Town of Silt Zoning Map with Proposed Zoning

- K. The Village at Painted Pastures Planned Unit Development Guide
- L. Raley Ranch Project, LLC - Water Dedication Proposal for Town of Silt
- M. Water Requirements for The Village and The Highlands at Painted Pastures
- N. Affidavits of Historical Use

**The Highlands at Painted Pastures Exhibits**

- A Completed and signed Town of Silt Community Development Land Use Application Form for Annexation and R-2 Zoning
- B Completed Town of Silt Community Development Land Use Activity Impact Statement for Annexation and R-2 Zoning.
- C Public notice property owner addresses for properties within 200 feet of property from Garfield County qPublic.net
- D Petition for Annexation
- E Affidavit of Circulator
- F Town of Silt Annexation Application
- G Office of the Secretary of State of the State of Colorado Raley Ranch Project, LLC Certificate of Fact of Good Standing
- H Commitment for Title Insurance
- I Annexation Map of The Highlands at Painted Pastures
- J Town of Silt Zoning Map with Proposed Zoning
- K Raley Ranch Project, LLC - Water Dedication Proposal for Town of Silt
- L Water Requirements for The Village and The Highlands at Painted Pastures
- M Affidavits of Historical Use

We look forward to working with you on this project and please email or call with discussion related to this Application as needed.

Sincerely,

THE LAND STUDIO, INC

By:



Douglas J. Pratte

**The Village at Painted Pastures  
Exhibit A**

Completed and signed Town of Silt Community Development Land Use  
Application Form for Annexation and Planned Unit Development Zoning



## Land Use Application Form

<input type="checkbox"/> Amended Plat	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Subdivision Exemption
<input checked="" type="checkbox"/> Annexation	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Floodplain Development
<input type="checkbox"/> Final Plan	<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Vacation of Right-of-Way
<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Re-Subdivision Final Plan
<input type="checkbox"/> Easement Agreement	<input checked="" type="checkbox"/> Zoning or Rezoning	<input type="checkbox"/> Subdivision Improvement Agreement
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Annexation & Development Agreement
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Other: _____	

**Project Name:** The Village at Painted Pastures

**Project Description / Property Information:** 217911100445,  
217911100721

Address: 34488 6 & 24 Hwy, Silt Parcel ID Number: \_\_\_\_\_

Legal Description (*attach additional sheets if necessary*): Attached

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Access to Property: Hwy. 6 & 24

Acres or Square Footage: 9.223, 2.001 Existing Land Use Designation: Service and Commercial Support

Proposed Land Use Designation: Service & Commercial Support/Neighborhood Residential

Existing Zoning: Rural Proposed Zoning: PUD

Proposed Use / Intensity of Use: Residential / Service & Commercial

**Submittal Requirements:**

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

**STAFF USE ONLY**

Pre-app conference: _____ (date)	Application received: _____ (date)
Application complete: _____ (date)	File Number: _____
Fees: _____	Referrals Sent: _____ (date)
Deposits: _____	PZC approval: _____ (date)
Paid: _____ (date)	BOT approval: _____ (date)

**Project Team Information** (fill in all that apply) *(add additional sheets if needed):*

**Property Owner(s):** Name: Raley Ranch Project, LLC, John Tallichet, Manager Phone: 714-279-6101

Company: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

**Authorized Rep.:** Name: Douglas Pratte, The Land Studio, Inc Phone: 970-927-3690

Company: The Land Studio, Inc Fax: \_\_\_\_\_

Address: 365 River Bend Way, Glenwood Springs, CO 81601

**Engineer/Designer:** Name: Yancy Nichol Phone: 970-704-0311

Company: Sopris Engineering LLC Fax: \_\_\_\_\_

Address: 502 Main St, #A-3, Carbondale CO 81623

**Billable Party:** Owner  Representative \_\_\_\_\_ Engineer \_\_\_\_\_

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

Raley Ranch Project, LLC John Tallichet, Manager § \_\_\_\_\_  
Name (printed)

8191 E. Kaiser Blvd. Anaheim, CA 92808  
Address

714 279-6101 \_\_\_\_\_  
Phone Fax

  
Signature

\_\_\_\_\_  
Type of Identification

**Disclosure of Property Ownership**  
\_\_\_\_ If owner is an individual, indicate name exactly as it appears on the deed.  
 If owner is a corporation, partnership, limited partnership or other business entity, name principals on a separate page. Please include articles of organization, partnership agreement, etc., as applicable.  
\_\_\_\_ If owner is a land trust, name beneficiaries on a separate page.  
\_\_\_\_ If applicant is a lessee, indicate the owner(s) on a separate page.  
\_\_\_\_ If applicant is a contract purchaser, attach a copy of the contract and indicate the owner(s) on a separate page.  
  
*Please provide the name(s), mailing address(es), street address(es) and phone number(s) for all owners.*

Property Owner Affidavit

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

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

John Tallichet  
Name (printed)  
8191 E. Kaiser Blvd., Anaheim, CA 92808  
Address  
714-279-6101  
Phone  
Fax

\_\_\_\_\_  
Name (printed)  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Fax

[Signature]  
Signature  
California Drivers License  
Type of Identification  
County of Orange  
State of California

\_\_\_\_\_  
Signature  
ss.

Sworn to and subscribed before me this 17 day of December, 2019.  
(fill in day) (fill in month) (fill in year)

By John Tallichet  
(name printed)



Witness my hand and official seal.  
[Signature]  
Notary Public

My Commission expires: 10/29/2020

Authorized Representative

I/We further permit Doug Pratte, The Land Studio, Inc to act as my/our representative in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

John Tallichet  
Name (printed)

8191 E. Kaiser Blvd., Anaheim, CA 92808  
Address

714-279-6101  
Phone

Fax

[Signature]  
Signature

California Driver's License  
Type of Identification

County of Orange)

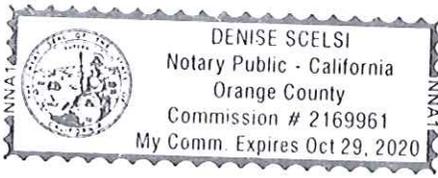
State of California)

ss.

Sworn to and subscribed before me this 17 day of December, 2019.  
(fill in day) (fill in month) (fill in year)

By John Tallichet  
(name printed)

Witness my hand and official seal.  
[Signature]  
Notary Public



My Commission expires: 10-29-2019

## LAND USE APPLICATION FEES

Application	Fee	Deposit	SMC Section
Annexation	\$1,200	\$400	16.13.040
Annexation & Development Agreement amendment	\$400	\$400	16.13.130
Boundary Adjustment/Lot Line	\$100	\$0	16.04.907
Condominiumization	See Major	Subdivision	16.05.110
Easement Agreement and Amendments	\$500	\$500	2.44.110
Intergovernmental Agreement and Amendments	\$500	\$500	2.44.100
Major Subdivision-Sketch Plan	\$500	\$500	16.04.120
Major Subdivision-Preliminary Plan	\$800	\$800	16.04.180
Major Subdivision-Final Plan	\$500	\$500	16.04.270
Sign Exception	\$70	\$0	
Fence Exception	\$70	\$0	
Replat or Re-subdivision	\$500	\$0	16.04.945
Site Plan Review- Commercial/Multi-Family	\$500	\$0	17.42.030
Special Use Permit	\$250	\$0	17.78.040
Minor Subdivision-Sketch/Final	\$500	\$500	16.04.906
Subdivision Improvement Agreement Amendment	\$400	\$400	16.04.315
Vacation of Right of Way	\$400	\$400	2.44.120
Zoning Variance	\$250	\$0	17.84.080
Zoning or Rezoning	\$500	\$100	16.12.410

***\*Deposits must be included with application submittal. The deposit is used as security for department staff and consultant time to review the project application. Applicant shall also pay for fees and charges incurred by the town, such as legal fees, planning fees, engineering fees, and filing or recording fees, plus an administrative fee of 15% of the total consultant charges.***

### ATTACHMENTS/EXHIBITS MUST BE COMPLETE FOR SUBMITTAL.

Incomplete applications **will not** be reviewed until deemed complete.

#### **Checklist below for Office use only.**

- 1] \_\_\_ A legal description of the property.
- 2] \_\_\_ Evidence of legal ownership. May be a deed, title commitment, title insurance policy, or attorney's opinion of ownership.
- 3] \_\_\_ Letter of consent. Required if the Applicant is not the property owner.
- 4] \_\_\_ List of property owners within 200 feet. Call Garfield County Assessor's Office at 970/ 945-9134 for information.
- 5] \_\_\_ Impact statement (description of how the proposed land use complies with the Town of Silt Municipal Code and Comprehensive Plan).
- 6] \_\_\_ A copy of the completed application in electronic format (Microsoft Word).
- 7] \_\_\_ A diskette, compatible with the Town of Silt GIS system, must be submitted before final recording of land use action. Mylars will not be signed prior to submittal of GIS disk. (For GIS information, call the Community Development Department, (970)876-2353.) Please do not print Final Plat Mylars until you receive approval by Town staff.

**The Village at Painted Pastures  
Exhibit B**

Completed Town of Silt Community Development Land Use Activity Impact  
Statement for Annexation and Planned Unit Development Zoning.

# Town of Silt Community Development

231 N. 7<sup>th</sup> Street, Silt Colorado 81652; (970)876-2353 ext. 108



## LAND USE ACTIVITY IMPACT STATEMENT

The Village at Painted Pastures

Name of Applicant: Raley Ranch Project, LLC Date: December 2, 2019

Location of Property: 34488 6 & 24 Hwy

Land Use Request: Annexation and Planned Unit Development Zoning

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

1. Is your request compatible with the Silt Municipal Code?  Yes  No  
**Yes, attached is an Application that outlines compliance with the Silt Municipal Code.**

2. Is your request compatible with the Silt Comprehensive Plan?  Yes  No  
**Yes, The Village is designated as Service & Commercial Support.**

If not, how is your request useful to the Town of Silt?

3. Explain how your request is compatible with the immediate area surrounding the site. **Surrounding Land Use to the West and South of the Highlands parcel is residential and those parcels have been incorporated into the Town of Silt. Annexation would create an expansion of that existing residential. Surrounding Land Use to the Village parcel is Commercial/Service to the West, highway to the North, railroad to the South, and Hwy 6 & 24 ROW to the East. Annexation of these parcels would create an expanded use of the surrounding residential and commercial.**
4. How is your request desirable for the Town of Silt?  
**Annexation of these parcels will add valuable additional residential development and commercial development to areas that are immediately adjacent to current Town of Silt boundaries. The goal is to provide a diversity of housing types and to include opportunities for both rental housing and home ownership.**

**Annexation Impact Statement  
The Village at Painted Pastures  
SE Job #19112**

5. Detail any real or possible environmental, Town service or other impacts your request may have.

Impacts to acquire utilities, allow access, accommodate site and existing drainage, etc are all very minimal as the Site is currently adjacent to the Town boundary and has utilities and infrastructure within close proximity. Having the infrastructure close to the Site will help reduce any potential environmental impact this project may create.

6. Please give a brief statement about the impacts listed below and how you have addressed them.

a) Traffic

We anticipate the Village increasing traffic upon HWY 6 which CDOT owns and maintains. We are currently proposing a roundabout at the intersection of HWY 6 and North Overo Blvd to ensure minimal traffic impacts. The roundabout will provide access to the Village and will have the capacity for HWY 6 as well as all the proposed future development within the area. We additionally anticipate a right in and right out intersection coming out of the Village to the eastern portion of the site that will also be in compliance with the access code and access control plan. We have done a brief traffic study based on the assumed uses at this time using the ITE manual. In the Village we are expecting 2 different uses based upon the ITE coding, 220 Multifamily housing and 770 Business Park. Currently without knowing exactly the uses for the multi-tenant space we have chosen the code 770 because it seems conservative for trip generation. Below is a quick table showing the assumed trips generated from the proposed Village development:

The Village	# of Units	ITE CODE	DAILY RATE	TOTAL TRIPS
The Village Center	16	770	12.44	199.04
Vista Multi Family I	16	220	7.32	117.12
Vista Multi Family II	160	220	7.32	1,171.20
				<b>1,487</b>

b) Town Services (water sewer etc)

The Town will supply domestic water, sewer and irrigation to the Village, raw water will be supplied through a separate system. The Village at Painted Pastures currently has the water and sewer infrastructure running through the property. We also understand Silt to have adequate pipe sizing and capacity at both the sewer treatment plant and the water plant to be able to serve this project and therefore this project does not create a burden upon that infrastructure. We also understand the Grand River Ditch Company’s Cactus Valley Ditch runs through the property, which based upon discussions at our pre-annexation meeting, the Town will allow the Village to pump directly from, therefore requiring very minimal new infrastructure and minimal impacts to existing infrastructure. Please see Wright Water Engineers, Inc. letter addressed to Balcomb & Green January 6, 2020 for an EQR estimate which is submitted with this annexation application.

c) Signage

The highway will have all appropriate signage per CDOT specifications. We anticipate additional design as the project moves forward for a “branding” sign for the Village which would be near the roundabout access to the site. The sign would follow and adhere to the Town and CDOT codes and standards.

d) Open Space

It is our intent to provide various areas of open space throughout the development. At this time we believe these would be both public and private amenities to guests and tenants.

e) Emergency services

At this time we do not anticipate any negative impacts to emergency services. As we move forward on this project we will work with emergency services.

f) Utilities

All utilities in addition to the previously discussed sewer, water and irrigation are currently in the area. Minimal efforts should be needed in order to bring utilities onto the site to serve the project. We are coordinating with the following utility companies for the associated service:

Utility Provider	Utility	Contact	Phone #	EMAIL
Town of Silt Water and Sanitation	Sewer and Water	Trey Fonner	970-876-2353	trey@townofsilt.org
Xcel Energy	Electricity and Gas	Samantha Wakefield	970-244-2622	Samantha.l.wakefield@xcelenergy.com
Cable, Internet, Telephone	Comcast	Michael Johnson	970-205-5432	Michael_Johnson@comcast.com
Telephone, Internet	CenturyLink	Jason Sharpe	970-328-8290	Jason.Sharpe@CenturyLink.com

We are also currently working on Will Serve letters from all providers.

g) Other

**At this time we do not foresee any negative impacts to the Town, Town resources, or surrounding neighborhoods, infrastructure or otherwise. We believe this development will provide housing, revenue and will be an overall asset to the community.**

7. Are there or have there ever been any landfills on any part of the property included in your request? Yes/ No

No

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

The above Impact Statements address the following topics

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

Please list any other items or information which you feel would be of help in assessing your application.

### **School Impacts**

The Applicant agrees to pay up to \$500.00 per residential unit to be paid at the time of building permit to offset impacts to the RE-2 School District.

**The Village at Painted Pastures  
Exhibit C**

Public notice property owner addresses for properties within 200 feet of  
property from Garfield County qPublic.net

## Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
217911100445	34488 6 & 24 HWY SILT	RALEY RANCH PROJECT LLC	R200631	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911100553	34671 6 & 24 HWY SILT	BLOTSKE, WAYNE R	R200744	34671 HWY 6 & 24 SILT, CO 81652
217911100721	Not available SILT	RALEY RANCH PROJECT LLC	R200745	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104069	2601 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045647	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104070	2631 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045648	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104071	2651 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045649	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104072	2671 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045650	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104111	Not available SILT	RALEY RANCH PROJECT LLC	R045686	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104112	Not available SILT	RALEY RANCH PROJECT LLC	R045687	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104113	Not available SILT	RALEY RANCH PROJECT LLC	R045688	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911201081	2100 MAIN ST SILT	SILT, TOWN OF	R350798	PO BOX 70 SILT, CO 81652
217911201118	2116 HORSESHOE TRL SILT	CUTTER, ROBERT C & LINDA M	R350936	PO BOX 2985 GLENWOOD SPRINGS, CO 81602
217911201145	2119 HORSESHOE TRL SILT	GCC LOFTS LLC	R350963	852 HANDY DRIVE CARBONDALE, CO 81623
217911201161	2238 MUSTANG SILT	MULLENAX 2238 MUSTANG LLC AS TO PARCEL 1 & MULLENAX 2254 MUSTANG LLC AS TO PARCEL 2	R006237	2238 MUSTANG DRIVE SILT, CO 81652-8525
217911201162	2254 MUSTANG SILT	MULLENAX 2238 MUSTANG LLC AS TO PARCEL 1 & MULLENAX 2254 MUSTANG LLC AS TO PARCEL 2	R006238	2238 MUSTANG SILT, CO 81652
217911201163	2304 BRANDING IRON SILT	SAMUELSON, JEROD T & SHARON L	R006239	4208 COUNTY ROAD 100 CARBONDALE, CO 81623
217911201164	2319 MUSTANG SILT	JM VENTURES LLC	R006240	PO BOX 3224 GLENWOOD SPRINGS, CO 81602
217911201165	2303 MUSTANG SILT	CK PROP LLC	R006241	2303 BRANDING IRON SILT, CO 81652
217911201166	2249 BRANDING IRON SILT	GRENKO, TONI & SING, KAT	R006242	PO BOX 2327 GLENWOOD SPRINGS, CO 81602



## Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
217911100445	34488 6 & 24 HWY SILT	RALEY RANCH PROJECT LLC	R200631	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911100546	34775 6 & 24 HWY SILT	WANZER, DAVID A & DEBRA L	R200736	34775 HIGHWAY 6 & 24 SILT, CO 81652-9529
217911100553	34671 6 & 24 HWY SILT	BLOTSKE, WAYNE R	R200744	34671 HWY 6 & 24 SILT, CO 81652
217911100721	Not available SILT	RALEY RANCH PROJECT LLC	R200745	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104071	2651 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045649	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104072	2671 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045650	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
ROW	Not available null			
ROW	Not available null			
ROW	Not available null			

**The Village at Painted Pastures  
Exhibit D**

Petition for Annexation

## PETITION FOR ANNEXATION

TO: The Town Clerk and the Board of Trustees of the Town of Silt, Colorado

Pursuant to the Municipal Annexation Act of 1965, Part 1, Article 12, Title 31, Colorado Revised Statutes, as amended, the undersigned, being the owner of 100% of the property described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"), does hereby petition and request the Board of Trustees of the Town of Silt, Colorado (hereinafter the "Town") to approve and complete the annexation of the Property to the Town. In support of this Petition, petitioner states as follows:

1. The undersigned Petitioner, Raley Ranch Project, LLC, a Colorado limited liability company, is the owner of one hundred percent (100%) of the fee interest in the Property described on Exhibit A.

2. It is desirable and necessary that the Property be annexed to the Town.

3. The requirements of C.R.S. §§31-12-104 and 31-12-105, as amended, exist and have been met as follows:

4. Not less than one sixth of the perimeter of the Property is contiguous with the Town.

5. A community of interest exists between the Property and the Town.

6. The Property is urban or will be urbanized in the near future.

7. The Property is integrated or capable of being integrated with the Town.

8. All other requirements of C.R.S. 31-12-104 and 31-12-105 exist or have been satisfied as these sections apply to the annexation of the Property.

9. The annexation of the Property complies with Section 30(1)(b) of Article II of the Colorado Constitution; that is, the petitioner comprises the ownership of more than fifty percent (50%) of the Property, exclusive of streets and alleys.

10. No land in the Property sought to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been or shall be divided into separate parcels without the written consent of the landowner(s).

11. No land in the Property sought to be annexed which is held in identical ownership and comprising twenty (20) or more acres and having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 has been included in the area without the written consent of the landowner(s).

12. The proposed annexation will not result in detachment of the Property from any school district or attachment to another district.

13. The Property to be annexed is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for annexation of part or all of the Property to any other municipality; nor has any election for annexation of such Property or substantially the same Property to the Town been held within the twelve (12) months immediately preceding the filing of this Petition.

14. The annexation of the Property proposed to be annexed will not have the effect of extending the boundary of the Town more than three (3) miles in any direction from any point of the Town municipal boundary in any one (1) year.

15. Attached hereto and incorporated herein by reference are four (4) copies of an annexation map in the form required by C.R.S. §31-12-107(1)(d) and containing:

- a. a written legal description of the boundaries of the area proposed to be annexed;
- b. a map showing the boundary of the area proposed to be annexed;
- c. within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or lots and blocks; and
- d. next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

16. The undersigned petitioner requests that the Town approve the annexation of the Property.

SIGNATURE OF LAND OWNER AND MAILING ADDRESS

RALEY RANCH PROJECT, LLC,  
a Colorado limited liability company

Date: December 17, 2019

By:   
John Tallichet, Manager

Mailing Address: 8191 East Kaiser Blvd.  
Anaheim, CA 92808

## EXHIBIT A

### Legal Description

#### Parcel A:

A parcel of land situated in government Lots 2 and 3 of Section 11, Township 6 South, Range 92 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the North quarter corner of Section 11, a Garfield County surveyor brass cap in place; thence South 42°43'47" East a distance of 1243.83 feet to a point on the Southerly right-of-way of Highway 6 & 24, the POINT OF BEGINNING,

thence leaving said right-of-way South 00°22'25" East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;

thence South 81°07'25" West along said Northerly right-of-way a distance of 856.61 feet to a point on the Westerly boundary of government Lot 2;

thence leaving said right-of-way North 00°02'03" East along the Westerly boundary of said government Lot 2 a distance of 94.23 feet to a point on the Northerly right-of-way on the Northerly side of the Cactus Valley Ditch;

thence North 88°30'46" West along said Northerly right-of-way a distance of 106.71 feet;

thence continuing along said Northerly right-of-way North 71°55'19" West a distance of 66.86 feet; thence

continuing along said Northerly right-of-way North 58°43'20" West a distance of 93.99 feet; thence continuing

along said Northerly right-of-way North 79°28'08" West a distance of 91.49 feet; thence continuing along said

Northerly right-of-way North 57°21'03" West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North 37°22'45" West a distance of 86.40 feet;

thence continuing along said Northerly right-of-way North 50°07'22" West a distance of 173.85 feet to a point on the Southerly right-of-way of Highway 6 & 24;

thence leaving said Northerly right-of-way South 86°28'33" East along the Southerly right-of-way of said Highway 6 & 24 a distance of 553.80 feet;

thence continuing along said Southerly right-of-way North 01°12'33" West a distance of 50.17 feet;

thence continuing along said Southerly right-of-way South 86°28'33" East a distance of 903.53 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to Colorado Department of Transportation in Special Warranty Deed recorded December 31, 2008 at Reception No. 760876,

County of Garfield, State of Colorado.

#### Parcel B:

A parcel of land situated in Gov't Lot 2 of Section 11, Township 6 South, Range 92 West of the 6th P.M., County of Garfield, State of Colorado,

Said parcel being more particularly described as follows:

Commencing at the North 1/4 corner of Section 11, a Garfield County surveyor brass cap in place; thence S 42°43'47" E a distance of 1243.83 feet to a point on the southerly right-of way of Hwy. 6 & 24, the point of beginning;

thence S 86°28'33" E along said southerly right-of-way a distance of 445.07 feet to a point on the easterly boundary of said Gov't Lot 2;

thence leaving said southerly right-of-way S 00°22'25" E along the easterly boundary of said Gov't Lot 2 a distance of 147.98 feet to a point on the northerly right-of-way of the Union Pacific Railroad;

thence leaving said easterly boundary S 81°07'25" W along said northerly right-of-way a distance of 448.97 feet;

thence leaving said northerly right-of-way N 00°22'25" W a distance of 244.62 feet to the point of beginning, County of Garfield, State of Colorado.

**The Village at Painted Pastures  
Exhibit E**

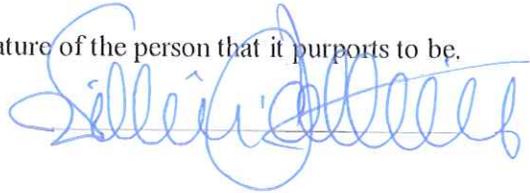
Affidavit of Circulator

AFFIDAVIT OF CIRCULATOR

STATE OF <sup>California</sup> COLORADO )  
 ) §  
COUNTY OF <sup>Orange</sup> GARFIELD )

The undersigned, being duly sworn, states as follows:

1. He is over 21 years of age;
2. He was the circulator of the Petition attached hereto; and
3. Each signature thereon is the signature of the person that it purports to be.



STATE OF <sup>California</sup> COLORADO )  
 ) §  
COUNTY OF <sup>Orange</sup> GARFIELD )

Acknowledged, subscribed, and sworn to before me this 17 day of December, 2009  
by William Talwiche.

WITNESS my hand and official seal.

My Commission expires: 10.29.2020

  
Notary Public

**The Village at Painted Pastures  
Exhibit F**

Town of Silt Annexation Application

**TOWN OF SILT ANNEXATION APPLICATION**

Name of Applicant: Raley Ranch Project LLC

Applicant's (Billing) Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Property Owner: Raley Ranch Project, LLC

Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Attach Legal Description of Property to be annexed:  Yes/No

Attach Annexation Map:  Yes/No

Attach Vicinity Map (in 8.5 inch x 11 inch):  Yes/No

Number of Acres or Square Feet included in Annexation Request: 9.223 & 2.001 acres

Present Zoning: Garfield County Rural

Proposed Zoning: Planned Unit Development

**REQUIRED INFORMATION – 1-7 ON ATTACHED IMPACT CHECKLIST**

Fee: \$1200 + Consultant fees + 15% Administrative fee (based on Consultant charges)

I certify that the information and exhibits herewithin submitted are true and correct to the best of my knowledge, and that in filing this application, I am acting with knowledge and consent of the person (s) listed above without whose consent the requested action cannot lawfully be accomplished.

Name (please print) Douglas Pratte, The Land Studio, Inc

Signature  Date Dec. 2, 2019

Address 365 River Bend Way, Glenwood Springs, CO 81601

Capacity: (Owner, agent, surveyor, engineer, etc.) Planner

Date submitted: \_\_\_\_\_

Application complete? Yes/No

First Meeting Board of Trustee (date): \_\_\_\_\_

Second Meeting (Public Hearing) Board of Trustee (date): \_\_\_\_\_

**The Village at Painted Pastures  
Exhibit G**

Office of the Secretary of State of the State of Colorado Raley Ranch Project,  
LLC Certificate of Fact of Good Standing

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Raley Ranch Project, LLC

is a

Limited Liability Company

formed or registered on 07/20/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051278741 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/18/2019 that have been posted, and by documents delivered to this office electronically through 11/19/2019 @ 15:58:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/19/2019 @ 15:58:27 in accordance with applicable law. This certificate is assigned Confirmation Number 11921156 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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

**The Village at Painted Pastures  
Exhibit H**

Commitment for Title Insurance



*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 5554-3299882

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**NOTE: Pursuant to CRS 10-11-123, notice is hereby given:**

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:**

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

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**requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

**No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.**

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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First American

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 5554-3299882

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 7887 East Belleview Avenue, Ste 170  
Englewood, CO 80111

Commitment No.: 5554-3299882

Issuing Office File No.: 5554-3299882

Property Address: 34488 Highway 6 & 24, Silt, CO 81652

Revision No.: **3: Add addit. parcel, fee; Add.**

**Exc.#35-36**

### SCHEDULE A

1. Commitment Date: October 9, 2019 8:00 AM
2. Policies to be issued:
  - (a)  ALTA® Owner's Policy (6-17-06)  
Proposed Insured:TBD  
Proposed Policy Amount: \$1,000.00
  - (b)  ALTA® Loan Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

**Fee Simple**

4. The Title is, at the Commitment Date, vested in: Raley Ranch Project, LLC, a Colorado limited liability company
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

Premiums:

Owner's Policy: \$  
 Lender's Policy: \$  
 Tax Certificate Fee: \$  
 Endorsement(s): \$

TBD Fee: \$100.00  
 Third Party Search Fee: \$427.25  
 Additional Parcel Third Party Search Fee: \$200.00

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*First American*

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 5554-3299882

Commitment No.: 5554-3299882

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Intentionally deleted.
9. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.

NOTE: Statement of Authority recorded November 10, 2015 at Reception No. [870326](#), discloses that John D. Tallichet and William R. Tallichet is/are authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of Raley Ranch Project, LLC.

10. Intentionally deleted.
11. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

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## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 5554-3299882

Commitment No.: 5554-3299882

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Any existing leases or tenancies.

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10. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and right of way for ditches and canals constructed by the authority of the United States as reserved in United States Patent recorded April 27, 1892 in [Book 12 at Page 142](#), February 27, 1896 in [Book 12 at Page 410](#) and January 5, 1903 in [Book 56 at Page 467](#) (Parcel A and B).
11. An undivided one-sixteenth (1/16) interest in oil, gas and other mineral rights, as reserved by John H. Conto in the Deed to C.R. Youker and Mildred Youker, recorded November 9, 1951 in [Book 260 at Page 606](#), and any and all assignments thereof or interests therein.
12. An undivided one-fourth (1/4) interest in all oil, gas and other mineral rights, as conveyed by Henry Meisner and Mary Meisner to Harold A. Deter and Maysel E. Deter by Deed recorded July 28, 1959 in [Book 319 at Page 248](#), and any and all assignments thereof or interests therein.
13. Easement and right of way for ingress and egress purposes, as granted by Howard E. Raley and Angelina A. Raley to Raysel E. Pferdesteller, by instrument recorded February 15, 1966 in [Book 374 at Page 137](#), said easement being more particularly described therein.
14. Easement and right of way for road purposes, as granted by Angelina A. Raley and Howard E. Raley to United States of America, by instrument recorded May 1, 1967 in [Book 384 at Page 117](#), said easement being more particularly described therein.
15. Easement and right of way for ditch, electric power, telephone and cable television purposes, as granted by David Keith Raley, Karma Jo Raley, Howard Elzy Raley, Jr. and Diane Katherine Rose to David Keith Raley and Cathy A. Raley, by instrument recorded March 11, 1980 in [Book 545 at Page 64](#), said easement being more particularly described therein.
16. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 97-101 recorded September 7, 1994 at Reception No. 468124, in [Book 915 at Page 56](#).
17. Easement and right of way for pipeline purposes, as granted by Jim Mazuchi to Carol L. Collins and Steven L. Collins, by instrument recorded November 8, 1995 at Reception No. 485232, [Book 958 Page 169](#), said easement being more particularly described therein.
18. Easement and right of way for ingress, egress and utilities purposes, as granted by Jim Mazuchi to Carol L. Collins and Steven L. Collins, by instrument recorded November 8, 1995 at Reception No. 485233, [Book 958 Page 170](#), said easement being more particularly described therein.
19. Easement and right of way for electric transmission and distribution line purposes, as granted by Carol L. Collins and Steven L. Collins to Public Service Company of Colorado, by instrument recorded November 8, 1995 at Reception No. 485235, [Book 958 Page 172](#), said easement being more particularly described therein (Parcel A and B).
20. Intentionally deleted.
21. Terms, agreements, provisions, conditions and obligations as contained in Boundary Line Adjustment recorded August 23, 2005 at Reception No. [704983](#) (Parcel A and B).
22. Easements, rights of way and all other matters as shown on the Plat of Lot Boundary Adjustment Map, filed August 24, 2006 at Reception No. [705026](#) (Parcel A and B).

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23. All oil, gas and other mineral rights, as reserved by Edward E. Walters in the Deed to Davis Point Park, LLC, recorded November 17, 2006 at Reception No. [711354](#), and any and all assignments thereof or interests therein, together with any rights of ingress and egress therein.
24. Terms, agreements, provisions, conditions and obligations as contained in Easement Deed and Agreement recorded January 20, 2010 at Reception No. [780819](#).
25. Easement and right of way for sewer line purposes, as granted by Davis Point Park, LLC to Raley Ranch Project, LLC, by instrument recorded August 9, 2010 at Reception No. [789716](#), said easement being more particularly described therein.
26. Easement and right of way for water line purposes, as granted by Davis Point Park, LLC to Raley Ranch Project, LLC, by instrument recorded August 9, 2010 at Reception No. [789717](#), said easement being more particularly described therein.
27. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith (Parcel A and B).
28. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Cactus Valley Ditch lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands (Parcel A and B).
29. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of unnamed river/stream/creek/canal/ditch, un-named pond/lake, Cactus Valley Ditch, the Lower Cactus Valley Ditch aka the Grand River Ditch and the Ware & Hinds Ditch (Parcel A and B).
30. Dedication of Easements recorded September 27, 2010 at Reception No. [791969](#), and the terms and conditions contained therein.
31. All matters shown by Improvement Survey Plat dated October 2, 2018 by Bookcliff Survey Services, Inc. as evidenced in Deed recorded November 14, 2018 at Reception No. [914118](#) and Reception No. 914119.
32. Quit Claim deed from Davis Point Park, LLC and Edward S. Walters to Raley Ranch Project, LLC conveying all oil and gas and other mineral rights recorded November 14, 2018 at Reception No. [914120](#).
33. Easement and right of way for Highway 6 and 24 as the same exist and or are presently in use (Parcel A and B).
34. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on, across or adjacent to the land (Parcel A and B).
35. Easement and right of way for ditch right of way purposes, as granted to The Cactus Valley Ditch Company, by instrument recorded August 16, 1910 in Book 62 at Page 454, said easement being more particularly described therein (Parcel B).

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36. Easement and right of way for right of way purposes, as granted by Angelina A. Raley and Howard E. Raley to United States of America, by instrument recorded September 20, 1965 in Book 369 at Page 507 and Correction recorded May 1, 1967 in [Book 384 at Page 117](#), said easement being more particularly described therein (Parcel B).

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*First American*

Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: 5554-3299882

File No.: 5554-3299882

The Land referred to herein below is situated in the County of Garfield, State of Colorado, and is described as follows:

Parcel A:

A parcel of land situated in government Lots 2 and 3 of Section 11, Township 6 South, Range 92 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the North quarter corner of Section 11, a Garfield County surveyor brass cap in place; thence South 42°43'47" East a distance of 1243.83 feet to a point on the Southerly right-of-way of Highway 6 & 24, the POINT OF BEGINNING,  
thence leaving said right-of-way South 00°22'25" East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;  
thence South 81°07'25" West along said Northerly right-of-way a distance of 856.61 feet to a point on the Westerly boundary of government Lot 2;  
thence leaving said right-of-way North 00°02'03" East along the Westerly boundary of said government Lot 2 a distance of 94.23 feet to a point on the Northerly right-of-way on the Northerly side of the Cactus Valley Ditch;  
thence North 88°30'46" West along said Northerly right-of-way a distance of 106.71 feet;  
thence continuing along said Northerly right-of-way North 71°55'19" West a distance of 66.86 feet; thence continuing along said Northerly right-of-way North 58°43'20" West a distance of 93.99 feet; thence continuing along said Northerly right-of-way North 79°28'08" West a distance of 91.49 feet; thence continuing along said Northerly right-of-way North 57°21'03" West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North 37°22'45" West a distance of 86.40 feet;  
thence continuing along said Northerly right-of-way North 50°07'22" West a distance of 173.85 feet to a point on the Southerly right- of-way of Highway 6 & 24;  
thence leaving said Northerly right-of-way South 86°28'33" East along the Southerly right-of-way of said Highway 6 & 24 a distance of 553.80 feet;  
thence continuing along said Southerly right-of-way North 01°12'33" West a distance of 50.17 feet;  
thence continuing along said Southerly right-of-way South 86°28'33" East a distance of 903.53 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to Colorado Department of Transportation in Special Warranty Deed recorded December 31, 2008 at Reception No. 760876,

County of Garfield, State of Colorado.

Parcel B:

A parcel of land situated in Gov't Lot 2 of Section 11, Township 6 South, Range 92 West of the 6th P.M., County of Garfield, State of Colorado,  
Said parcel being more particularly described as follows:

Commencing at the North 1/4 corner of Section 11, a Garfield County surveyor brass cap in place; thence S 42°43'47" E a distance of 1243.83 feet to a point on the southerly right-of way of Hwy. 6 & 24, the point of beginning;

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thence S 86°28'33" E along said southerly right-of-way a distance of 445.07 feet to a point on the easterly boundary of said Gov't Lot 2;  
thence leaving said southerly right-of-way S 00°22'25" E along the easterly boundary of said Gov't Lot 2 a distance of 147.98 feet to a point on the northerly right-of-way of the Union Pacific Railroad;  
thence leaving said easterly boundary S 81°07'25" W along said northerly right-of-way a distance of 448.97 feet;  
thence leaving said northerly right-of-way N 00°22'25" W a distance of 244.62 feet to the point of beginning, County of Garfield, State of Colorado.

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**The Village at Painted Pastures  
Exhibit I**

Annexation Map of The Village at Painted Pastures

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

THAT RALEY RANCH PROJECT, LLC, BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

ANNEXATION BOUNDARY DESCRIPTION

PARCEL A: A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 553.80 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.53 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B: A PARCEL OF LAND SITUATED IN GOVT LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 445.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOVT LOT 2; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOVT LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019.

OWNER(S) RALEY RANCH PROJECT, LLC BY: AS \_\_\_\_\_

STATE OF COLORADO )

COUNTY OF GARFIELD ) §§

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019 BY \_\_\_\_\_ AS \_\_\_\_\_ OF RALEY RANCH PROJECT, LLC.

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND SEAL \_\_\_\_\_ NOTARY PUBLIC

LIENHOLDER'S SUBORDINATION

THE UNDERSIGNED, BEING THE HOLDER OF A LIEN ON THE HEREIN DESCRIBED PROPERTY PURSUANT TO A DEED OF TRUST RECORDED AS RECEPTION NO. \_\_\_\_\_ IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, HEREBY CONSENTS AND APPROVES THIS ANNEXATION MAP OF THE VILLAGE AT PAINTED PASTURES AND HEREBY SUBORDINATES THE LIEN OF SAID DEED OF TRUST TO THE MATTERS SET FORTH HEREIN.

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

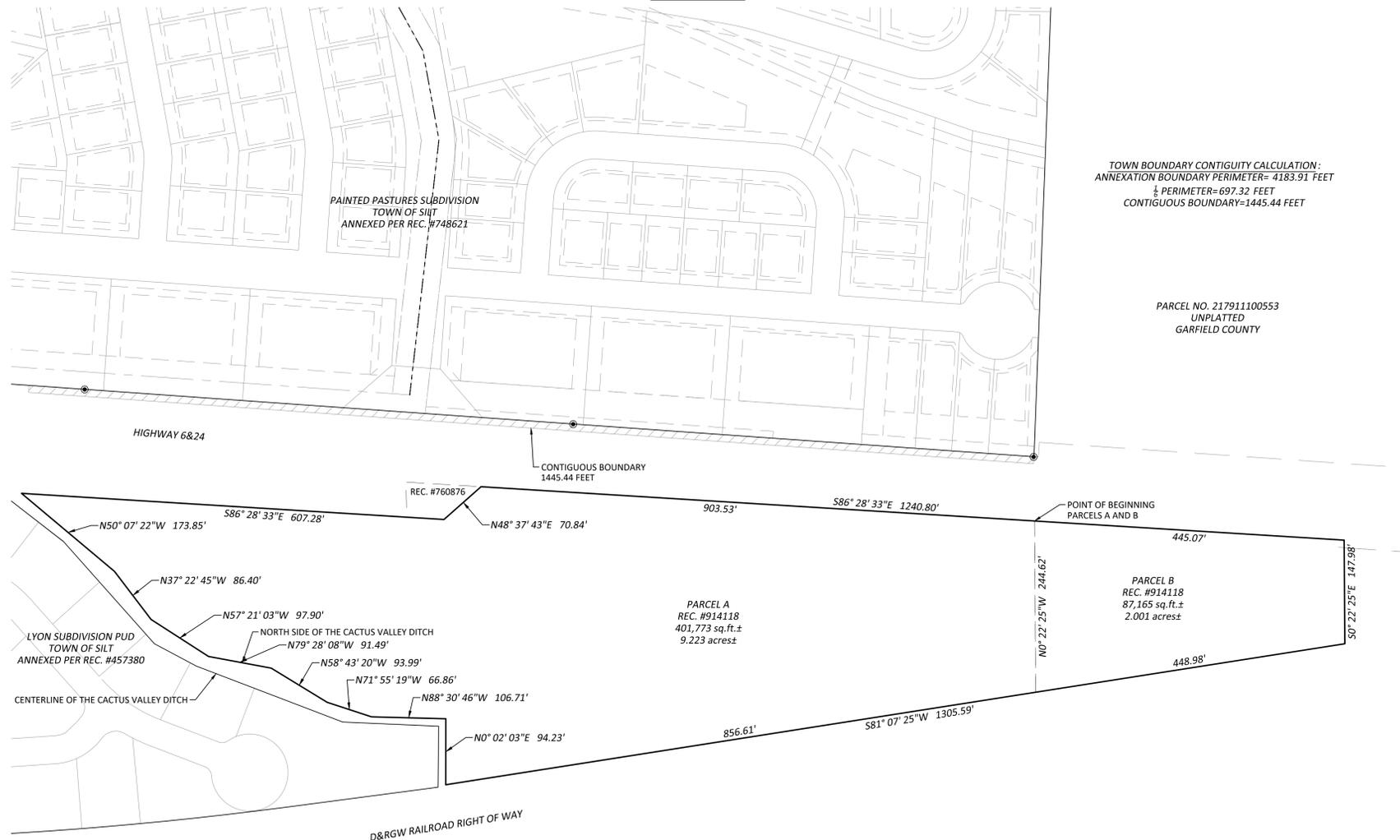
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ANNEXATION MAP OF:

THE VILLAGE AT PAINTED PASTURES

A PARCEL OF LAND SITUATED IN LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M. GARFIELD COUNTY, COLORADO

SHEET 1 OF 1

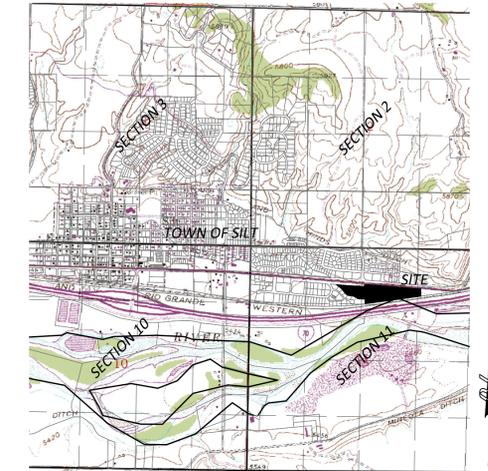


TOWN BOUNDARY CONTIGUITY CALCULATION: ANNEXATION BOUNDARY PERIMETER= 4183.91 FEET 1/2 PERIMETER=697.32 FEET CONTIGUOUS BOUNDARY=1445.44 FEET

PARCEL NO. 217911100553 UNPLATTED GARFIELD COUNTY

PARCEL A REC. #914118 401,773 sq.ft.± 9.223 acres±

PARCEL B REC. #914118 87,165 sq.ft.± 2.001 acres±



VICINITY MAP SCALE: 1"=2000'

SURVEY NOTES

- 1) DATE OF PREPARATION: OCTOBER-DECEMBER 2019
2) BASIS OF BEARING: A BEARING OF S 86°28'33" W ALONG THE NORTH LINE OF THE ANNEXATION PARCELS, AS SHOWN HEREON.
3) BASIS OF SURVEY: THE FINAL PLAT MAP OF PAINTED PASTURES SUBDIVISION RECORDED MAY 15, 2008 AS RECEPTION NO. 748623, FINAL PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED JULY 14, 1998 AS RECEPTION NO. 528556, THE CORRECTION PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED DECEMBER 17, 2002 AS RECEPTION NO. 616742, THE FINAL PLAT OF CAMARIO SUBDIVISION RECORDED JUNE 22, 2007 AS RECEPTION NO. 726116, THE RALEY EXEMPTION PLAT RECORDED AUGUST 17, 1987 AS RECEPTION NO. 385045, THE LYON SUBDIVISION PLANNED UNIT DEVELOPMENT RECORDED DECEMBER 8, 1994 AS RECEPTION NO. 471909, THE AMENDED PLAT OF HEAVENLY VIEW SUBDIVISION RECORDED MAY 4, 1982 AS RECEPTION NO. 327466, VARIOUS DOCUMENTS OF RECORD AND THE FOUND MONUMENTS AS SHOWN HEREON.
4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ITEMS OUTLINED IN NOTE 4. NO TITLE COMMITMENT WAS USED IN THE PREPARATION OF THIS ANNEXATION MAP.
5) THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

SURVEYOR'S CERTIFICATE

I, MARK S. BECKLER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE ANNEXATION PLAT OF THE VILLAGE AT PAINTED PASTURES AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019.

MARK S. BECKLER, L.S. #28643

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SILT, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019.

CHAIRMAN

BOARD OF TRUSTEES CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND FOR CONVEYANCE TO THE TOWN OF SILT OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF SILT FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE THE TOWN OF SILT FOR MAINTENANCE OF STREETS AND UTILITIES DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF TRUSTEES.

TOWN OF SILT

BY: \_\_\_\_\_

MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF SILT, COLORADO

ATTEST: \_\_\_\_\_ TOWN CLERK

TITLE INSURANCE COMPANY CERTIFICATE

FIRST AMERICAN TITLE INSURANCE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN UPON THIS PLAT AND TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019.

AGENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SOPRIS ENGINEERING - LLC CIVIL CONSULTANTS 502 MAIN STREET, SUITE A3 CARBONDALE, COLORADO 81623 (970) 704-0311 SOPRISENG@SOPRISENG.COM



**Wright Water Engineers, Inc.**

818 Colorado Avenue, Suite 307, P.O. Box 219  
Glenwood Springs, Colorado 81602  
(970) 945-7755 TEL  
(970) 945-9210 FAX

www.wrightwater.com  
e-mail: jkelly@wrightwater.com

May 19, 2020

**Via Email: [MErion@resource-eng.com](mailto:MErion@resource-eng.com)**

Michael Erion, P.E.  
Resource Engineering  
909 Colorado Avenue  
Glenwood Springs, CO 81601

Re: The Village at Painted Pastures—Raw Water Irrigation Supply

Dear Michael:

On behalf of Raley Ranch Project, LLC (Applicant), Wright Water Engineers, Inc. (WWE) has evaluated the raw water supply available to provide irrigation water for The Village at Painted Pastures. The Applicant proposes to dedicate its raw water supply to meet the planned irrigation requirements. The purpose of this letter report is to quantify the amount of land that can be irrigated with the water rights appurtenant to the parcel.

The Town of Silt obtained a decree in Case No. 07CW219 that quantified the consumptive use rate for lawn irrigation from the Lower Cactus Valley Ditch. During our consultation, it was agreed that this would be an appropriate rate to use for the proposed irrigation for the project. An efficiency of 80 percent was adopted for the sprinkler irrigation. These monthly values are shown in the attached Table 1.

The Applicant controls 0.55 share out of 270 shares in The Grand River Ditch Company, which are associated with the Lower Cactus Valley Ditch. The ditch was decreed for 50 cfs for irrigation use in Case No. CA-103. Based on the Ditch Company Bylaws, one share is equivalent to 1/270<sup>th</sup> of the 50 cfs decreed to the ditch. Therefore, the 0.55 share equates to 0.102 cfs.

To account for the fact that diversions may be less than the decreed rights, WWE evaluated the diversion records for the ditch for the last 30 years. The average monthly diversions and the pro rata diversions attributable to the Applicant are shown in Table 1. WWE also considered transit losses between the ditch headgate and the Applicant's property. We estimated losses to be roughly 5 percent based on the ditch length of approximately 3.5 miles, but used 10 percent to be conservative.

As shown in Table 1, the available water supply controlled by the Applicant in the Lower Cactus Valley Ditch is sufficient to irrigate at least 5.9 acres. The acreage that could be irrigated is actually over 8 acres in all months except April, in which historical records can be skewed by the timing of when the ditch begins diverting, especially in wetter years. See attached Structure Summary that shows the "first day used" often occurring during the latter half of April. Therefore, the water rights to be dedicated can realistically irrigate 6 to 8 acres within the project.

Michael Erion, P.E.

May 19, 2020

Page 2

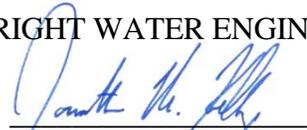
The Town has also requested a map showing that the water rights being dedicated have historically been used on the Applicant's property. WWE prepared the attached Figure 1, which shows the acreage identified on the Division of Water Resources' CDSS site as being irrigated on the property by the Lower Cactus Valley Ditch.

Please do not hesitate to contact me if you have any questions regarding the analysis summarized in this letter.

Very truly yours,

WRIGHT WATER ENGINEERS, INC.

By



Jonathan M. Kelly, P.E.

Senior Water Resources Engineer

Attachments: Table 1, Figure 1, Lower Cactus Valley Ditch Structure Summary

cc: Sara Dunn, Esq., Balcomb & Green, P.C.

Chad Lee, Esq., Balcomb & Green, P.C.

**TABLE 1**  
**The Village at Painted Pastures**  
**Irrigation Water Requirements**

Month	Consumptive Use Rate (AF/acre) (1)	Application Rate (AF/acre) (2)	Average Diversions (AF) (3)	Pro rata Diversions (cfs) (4)	Pro rata Diversions (AF) (5)	Pro rata Diversions less Transit Loss (AF) (6)	Potential Irrigation (acres) (7)
January							
February							
March							
April	0.208	0.245	788	0.027	1.61	1.45	5.9
May	0.355	0.418	2,474	0.082	5.04	4.54	10.9
June	0.488	0.574	2,724	0.093	5.55	4.99	8.7
July	0.525	0.618	2,745	0.091	5.59	5.03	8.1
August	0.427	0.502	2,673	0.089	5.45	4.90	9.8
September	0.304	0.358	2,387	0.082	4.86	4.38	12.2
October	0.154	0.181	1,872	0.062	3.81	3.43	18.9
November							
December							
<b>Annual</b>	<b>2.461</b>	<b>2.90</b>	<b>15,664</b>	<b>0.53</b>	<b>31.91</b>	<b>28.72</b>	<b>74.55</b>

**Notes:**

- (1) Consumptive use rate for residential lawn irrigation decreed in Case No. 07CW219.
- (2) Application rate for sprinkler irrigation at 80 percent efficiency.
- (3) Lower Cactus Valley Ditch average diversions (1989 to 2019).
- (4) Pro rata diversions based on 0.55 shares.
- (5) Pro rata diversions in acre-feet per month.
- (6) Pro rata diversions less 10% transit loss.
- (7) Potential irrigation less 10% transit loss = Column (6) ÷ (2).



CDSS records indicate historically irrigated by Lower Cactus Valley Ditch (Structure ID 3900612)

**Legend**

-  CDSS Historical Irrigation on Raley Ranch Project, LLC Parcels (7.8 acres)
-  Raley Ranch Project, LLC Parcels (Garfield County)

Date: 5/7/2020 Document Path: Z:\Project Files\191-105\191-105.000\CAD-GIS\GIS01\_mxd\8.5x11 Template landscape.mxd User Name: bvonthaden



## Structure Summary Report

Structure Name: LOWER CACTUS VALLEY D (3900612) Associated Permits:  
 Structure Type: DITCH Water Source Type: Tributary  
 CIU Code: Active Structure with contemporary diversion records (A) Water Source: COLORADO RIVER [00045730] @ Stream Mile: 122.23

### Physical Location

Feature Type	Dist N/S	Dist E/W	Q10	Q40	Q160	Sec	Township	Range	PM	UTMx	UTMy	Latitude	Longitude	Location Accuracy
Point of Diversion			SW	SE	SE	5	6.0 S	91.0 W	S	279071.0	4381059.0	39.550790	-107.571276	Digitized

Division: 5 District: 39  
 County: GARFIELD  
 Designated Basin:  
 Management District:

### Associated Structures

Structure Association	Structure Type	Start Date	End Date	Associated Structure Type	CIU Code
3900612 has the following alt. point to 3905090 - EASTVIEW PARK WELL NO 1	Ditch	1/1/1901		Well	N
3900612 has the following alt. point to 3905091 - EASTVIEW PARK WELL NO 2	Ditch	1/1/1901		Well	N
3900612 has the following alt. point to 3905092 - EASTVIEW PARK WELL NO 3	Ditch	1/1/1901		Well	N
3900612 has the following alt. point to 3905093 - EASTVIEW PARK WELL NO 4	Ditch	1/1/1901		Well	N
3900612 is part of Augmentation Plan 3807016 - ADAMS RANCH AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 3907002 - TOWN OF SILT AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 3907051 - GLEN'S PIT AUG PLAN	Ditch	4/17/2015		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 3907062 - EASTVIEW PARK AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	N
3900612 is part of Augmentation Plan 3907069 - COTTONWOOD SPGS AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 3907256 - REGULSKI AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 3907527 - TAMBURELLO AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 3907756 - CUSTOM CRUSHING AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 3907879 - CASEY CONCRETE AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H
3900612 is part of Augmentation Plan 4507060 - PITTS AUG PLAN	Ditch	1/1/1901		Augmentation/Replacement Plan	H

### Associated Permits

No available data

## Water Rights - Net Amounts

Adj Date	Appro Date	Priority Admin No	Order No	Priority No	Associated Case Numbers	Net Absolute	Net Conditional	Net APEX Absolute	Net APEX Conditional	Decreed Units	Seasonal Limits	Comments
5/5/1888	3/23/1887	13596.00000	0	73	07CW0219	3.0330	0.0000	0.0000	0.0000	C	No	TOWN OF SILT USED ONLY WITH AGREEMENT FROM GRAND RIVER DITCH CO
5/11/1889	9/24/1888	14147.00000	0	142B	13CW3025, 00CW0244, 94CW0145, CA0103, 94CW0003, 83CW0260, 81CW0506, 81CW0424, 81CW0274, 03CW0186	50.0000	0.0000	0.0000	0.0000	C	No	LIMITED TO IRR OF 31ACRES AND 46.5AF LESS AUG PLAN CREDITS, LIMIT CU=46.5AF 0.52CFS BYPASSED AT HDGT 0.22CFS REMAINS IN DTCH, LIM TO 62AF CU ON 31 ACRES SEE DRY-UP, AND REMAINING IRR, BYPASS 0.10CFS AT HDG, 0.02CFS TO DITCH COMP 0.713C... (CONT...)
12/31/2007	12/14/2007	57691.00000	0		07CW0219	0.0000	0.0000	3.0330	0.0000	C	No	EXCH REACH FROM LOWER CACTUS VALLEY DITCH TO LAST CHANCE DITCH IN DIST 45

## Diversion Record - Totals

Water Class	Irr Year	FDU	LDU	MaxQ	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Annual Amount	Units	Data Status
Total (Diversions)	2019	4/1/19	10/30/19	49.80	0.00					989.57	2621.06	2706.88	3080.59	2381.53	2048.76	1985.29	15813.67	AF	Approved
Total (Diversions)	2018	4/1/18	10/30/18	48.00						2681.89	2863.52	2712.63	2105.43	2070.32	1473.74	1954.54	15862.07	AF	Approved
Total (Diversions)	2017	4/1/17	10/30/17	44.60						62.48	703.41	2747.35	2728.24	2747.29	2664.04	950.29	12603.10	AF	Approved
Total (Diversions)	2016	4/1/16	10/30/16	48.30						286.81	537.37	2725.33	2934.23	3129.41	3109.33	1628.06	14350.54	AF	Approved
Total (Diversions)	2015	4/15/15	10/31/15	47.30	0.00					75.53	146.34	141.62	2614.01	2998.81	2956.21	2979.22	11911.75	AF	Approved
Total (Diversions)	2014	11/1/13	10/15/14	50.80	1180.18					863.62	2149.12	2342.71	2279.04	2091.10	2253.75	1071.09	14230.62	AF	Approved
Total (Diversions)	2013	11/1/12	10/31/13	50.80	203.11					415.74	2316.13	2626.75	2834.94	3260.12	2814.19	2613.26	17084.24	AF	Approved
Total (Diversions)	2012	4/6/12	10/31/12	53.30					0.00	1394.20	2697.36	2237.39	3033.96	3091.48	3014.52	2651.94	18120.86	AF	Approved
Total (Diversions)	2011	4/26/11	10/30/11	50.30						371.91	2371.67	2725.33	2816.17	2816.17	2725.33	2633.49	16460.07	AF	Approved
Total (Diversions)	2010	4/15/10	10/14/10	65.50						800.14	2121.75	3298.36	2436.73	2290.35	2357.79	1133.17	14438.29	AF	Approved
Total (Diversions)	2009	4/20/09	10/27/09	59.40						818.19	3327.12	3534.60	2585.29	2951.45	2824.11	2468.86	18509.63	AF	Approved
Total (Diversions)	2008	4/25/08	10/29/08	50.00						595.05	2856.24	2677.73	2766.98	2766.98	2677.73	2330.61	16671.32	AF	Approved
Total (Diversions)	2007	4/25/07	10/31/07	50.00						297.53	2628.14	2975.25	2770.95	2521.03	2439.71	2521.03	16153.62	AF	Approved
Total (Diversions)	2006	4/15/06	10/31/06	50.00						1090.93	3074.43	2975.25	2806.65	2548.80	1844.66	1229.77	15570.48	AF	Approved
Total (Diversions)	2005	4/28/05	10/31/05	50.00						89.26	2499.21	2975.25	2638.06	2796.74	2647.97	1646.31	15292.79	AF	Approved
Total (Diversions)	2004	4/15/04	10/31/04	50.00						1090.93	3074.43	2923.68	2985.17	2774.92	2221.52	1838.70	16909.34	AF	Approved
Total (Diversions)	2003	4/23/03	10/31/03	50.00						317.36	2657.89	2975.25	3074.43	2336.56	2261.19	2336.56	15959.24	AF	Approved
Total (Diversions)	2002	4/15/02	10/31/02	50.00						852.91	3074.43	2975.25	2737.23	2608.30	2380.20	2138.21	16766.53	AF	Approved
Total (Diversions)	2001	4/13/01	10/31/01	50.00						1091.32	3074.43	2975.25	3074.43	2772.93	2054.71	285.92	15328.98	AF	Approved
Total (Diversions)	2000	4/6/00	10/31/00	50.00						1304.15	3074.43	2975.25	3074.43	2836.41	2487.71	2373.46	18125.82	AF	Approved
Total (Diversions)	1999	4/15/99	10/31/99	50.00						357.03	2717.40	2975.25	3074.43	2931.61	2284.99	2213.59	16554.29	AF	Approved
Total (Diversions)	1998	4/20/98	10/19/98	50.00						327.28	2306.81	2975.25	3074.43	2770.95	2515.08	1168.28	15138.07	AF	Approved
Total (Diversions)	1997	4/14/97	10/25/97	53.00						916.38	2915.75	2975.25	2056.89	2284.99	2259.21	1124.64	14533.10	AF	Approved
Total (Diversions)	1996	4/20/96	10/31/96	43.00						654.56	1844.66	1785.15	1844.66	2334.58	2469.46	1858.54	12791.59	AF	Approved
Total (Diversions)	1994	4/8/94	10/31/94	50.00						1170.27	3074.43	2975.25	3074.43	2826.49	2677.73	2171.93	17970.51	AF	Approved
Total (Diversions)	1993	4/26/93	10/31/93	50.00						198.35	2092.59	2975.25	3074.43	2824.50	2352.43	1705.81	15223.36	AF	Approved

Water Class	Irr Year	FDU	LDU	MaxQ	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Annual Amount	Units	Data Status	
Total (Diversions)	1992	4/19/92	10/31/92	50.00						920.34	3060.54	2975.25	2776.90	2766.98	1285.11	1193.87	14979.00	AF	Approved	
Total (Diversions)	1991	10/31/91	10/31/91	7.70													7.70	AF	Approved	
Total (Diversions)	1991	4/6/91	10/31/91	50.00		0.00				1735.56	3074.43	2895.91	2836.41	2519.05	2380.20	2459.54	17901.09	AF	Approved	
Total (Diversions)	1990	4/3/90	10/31/90	50.00						1150.43	3074.43	2846.32	2753.49	2578.15	2330.61	1676.06	16409.50	AF	Approved	
Total (Diversions)	1989	4/15/89	10/31/89	44.60						726.95	2182.84	2112.43	2417.49	2571.81	1812.13	1820.06	13643.70	AF	Approved	
Total (Diversions)	1988	4/15/88	10/31/88	51.00						476.04	1661.78	2394.68	2981.20	2584.90	2168.96	1741.71	14009.26	AF	Approved	
Total (Diversions)	1987	4/10/87	10/31/87	53.60						1007.62	3295.78	2950.65	2488.86	2883.81	2617.82	1951.76	17196.31	AF	Approved	
Total (Diversions)	1986	4/15/86	10/31/86	50.60						856.87	3064.51	3010.95	3111.32	3111.32	2346.88	1967.63	17469.48	AF	Approved	
Total (Diversions)	1985	4/20/85	10/31/85	50.00						589.10	3074.43	2975.25	3074.43	3074.43	2975.25	3074.43	18837.30	AF	Approved	
Total (Diversions)	1984	4/15/84	10/31/84	50.00						634.72	2776.90	2975.25	3074.43	3074.43	2340.53	1844.66	16720.91	AF	Approved	
Total (Diversions)	1983	4/17/83	10/31/83	56.00						971.92	3026.82	3213.27	3135.91	3135.91	2880.04	2271.11	18634.98	AF	Approved	
Total (Diversions)	1982	4/24/82	10/31/82	52.00						416.54	2935.58	2999.05	3030.79	3074.43	2975.25	2330.61	17762.24	AF	Approved	
Total (Diversions)	1981	5/19/81	10/31/81	56.00	0.00						1160.35	3157.73	3276.74	2862.19	2525.00	2336.56	15318.57	AF	Approved	
Total (Diversions)	1980	5/21/80	10/31/80	55.00	0.00						927.29	3198.39	3048.64	2911.78	2070.77	1648.29	13805.16	AF	Approved	
Total (Diversions)	1979	5/10/79	10/31/79	55.00							1666.14	3106.16	2972.27	2871.12	1933.91	1505.48	14055.08	AF	Approved	
Total (Diversions)	1978	5/4/78	10/30/78	49.10							2221.52	2777.30	2996.47	2720.37	2130.28	1305.14	14151.08	AF	Approved	
Total (Diversions)	1977	11/1/76	10/31/77	43.00	1124.64	712.27			545.46	1856.56	2520.24	2451.61	2533.33	2586.88	1904.16	1291.26	17526.40	AF	Approved	
Total (Diversions)	1976	11/1/75	10/31/76	31.10	1071.09	285.62				616.87	1912.29	1850.61	1912.29	1912.29	1432.88	937.01	11930.95	AF	Approved	
Total (Diversions)	1975	11/1/74	10/31/75	55.00	800.94	24.20					2082.68	2440.70	3072.44	3381.87	3272.78	2574.58	17650.17	AF	Approved	
Total (Diversions)	1974	4/25/74	10/31/74	32.20							195.18	1294.23	1755.40	1824.62	1979.93	1916.06	1438.43	10403.85	AF	Approved
Total (Diversions)	1973	4/22/73	10/31/73	38.00							168.60	2132.26	1927.96	2184.23	2026.74	1815.40	1539.20	11794.39	AF	Approved
Total (Diversions)	1972	4/1/72	10/31/72	45.00					0.00	1735.56	2766.98	2638.06	2376.23	2445.66	2360.37	2360.37	16683.22	AF	Approved	
Total (Diversions)	1971	4/7/71	10/31/71	50.00							793.40	1844.66	2431.77	2253.26	2822.52	2562.68	2459.54	15167.82	AF	Approved
Total (Diversions)	1969	11/1/68	10/20/69	47.00	595.05	0.00					981.83	1773.25	2209.62	2187.80	2167.97	2062.84	1269.44	13247.80	AF	Approved
Total (Diversions)	1968	11/12/67	10/31/68	37.00	771.58	0.00					212.23	1376.55	1638.37	1959.70	2021.19	1888.29	1803.00	11670.91	AF	Approved
Total (Diversions)	1967	11/1/66	10/31/67	48.00	833.07	0.00					922.33	2162.02	2239.37	2598.39	2677.73	2179.87	1471.76	15084.52	AF	Approved
Total (Diversions)	1966	11/1/65	10/31/66	47.00	1564.98	0.00			138.85	1689.94	2691.61	2193.75	2544.83	2340.53	2181.85	1797.05	17143.39	AF	Approved	
Total (Diversions)	1965	11/2/64	10/31/65	53.00	2019.20	811.25			238.02	975.88	2691.61	2630.12	1995.40	2530.95	2257.22	2074.74	18224.40	AF	Approved	
Total (Diversions)	1964	11/6/63	10/31/64	53.00	567.28	0.00			31.74	335.21	2423.84	2723.35	2175.90	2550.78	2578.55	2419.87	15806.51	AF	Approved	
Total (Diversions)	1963	11/1/62	10/31/63	53.60	1963.67	1505.48				1438.04	2999.05	2707.87	1971.60	3074.43	1782.37	1461.05	18903.55	AF	Approved	
Total (Diversions)	1962	11/1/61	10/31/62	53.00	773.57	376.87				789.43	2874.09	3106.16	3258.89	3193.44	2279.04	1997.38	18648.87	AF	Approved	
Total (Diversions)	1961	4/26/61	10/31/61	51.00						99.18	1672.09	2828.47	2951.45	2981.20	2729.30	1229.77	14491.45	AF	Approved	
Total (Diversions)	1960	11/1/59	10/29/60	55.00	971.92	0.00					257.86	1489.61	1753.41	1999.37	2320.70	2261.19	2169.95	13223.99	AF	Approved
Total (Diversions)	1959	11/1/58	10/31/59	30.00	892.58	565.30			614.89	495.88	1229.77	1190.10	1249.61	1844.66	1785.15	1824.82	11692.73	AF	Approved	
Total (Diversions)	1958	11/1/57	10/31/58	30.00	892.58	267.77				357.03	1388.45	1785.15	1844.66	1140.51	1090.93	922.33	9689.40	AF	Approved	
Total (Diversions)	1957	11/1/56	10/31/57	25.00	1051.26	148.76				297.53	852.91	1190.10	1537.21	1537.21	1487.63	1358.70	9461.30	AF	Approved	
Total (Diversions)	1956	11/1/55	10/31/56	25.00	476.04	142.81				337.20	1328.95	1487.63	1537.21	1537.21	1487.63	1140.51	9475.18	AF	Approved	
Total (Diversions)	1955	5/3/55	10/31/55	25.00							862.82	1110.76	1537.21	198.35	436.37	614.89	4760.40	AF	Approved	

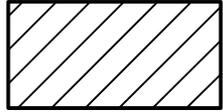
Water Class	Irr Year	FDU	LDU	MaxQ	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Annual Amount	Units	Data Status
Total (Diversions)	1954	11/9/53	10/31/54	25.00	436.37	614.89	614.89	555.38	0.00	505.79	922.33	912.41	1537.21	1537.21	1467.79	922.33	10026.59	AF	Approved
Total (Diversions)	1953	11/1/52	10/31/53	25.00	892.58	922.33	29.75			198.35	967.95	1319.03	1537.21	1279.36	1190.10	991.75	9328.40	AF	Approved
Total (Diversions)	1952	11/1/51	10/31/52	26.00	595.05					89.26	1457.87	1511.43	1598.70	1491.59	1321.01	1013.57	9078.48	AF	Approved
Total (Diversions)	1951	11/1/50	10/31/51	30.00	783.48	614.89	614.89	555.38	614.89	19.84	1666.14	1785.15	1725.65	1537.21	1487.63	884.64	12289.77	AF	Approved
Total (Diversions)	1950	11/1/49	10/31/50	32.00	595.05	614.89	614.89	555.38	614.89	773.57	1517.38	1630.44	1721.68	1920.03	1618.54	932.25	13108.95	AF	Approved
Total (Releases)	2019	4/1/19	10/30/19	0.52						61.89	83.55	92.83	95.92	95.92	92.83	72.20	595.13	AF	Approved
Total (Releases)	2018	4/1/18	10/30/18	0.52						92.83	95.92	92.83	95.92	95.92	92.83	92.83	659.08	AF	Approved
Total (Releases)	2017	4/1/17	10/30/17	0.52						61.89	83.55	92.83	95.92	95.92	92.83	92.83	615.76	AF	Approved
Total (Releases)	2016	4/1/16	10/30/16	3.03						286.22	295.76	286.22	295.76	295.76	286.22	286.22	2032.16	AF	Approved
Total (Releases)	2015	4/15/15	10/15/15	0.90						75.21	145.73	141.03	145.73	145.73	141.03	70.51	864.96	AF	Approved
Total (Releases)	2013	4/13/13	9/13/13	3.03						27.31			91.04	282.23	118.36		518.94	AF	Approved
Total (Releases)	2012	6/21/12	10/22/12	3.03								91.04	282.23	282.23	273.13	200.29	1128.93	AF	Approved
Total (Releases)	2010	9/30/10	9/30/10	1.20											1.20		1.20	AF	Approved
Total (Releases)	2007	10/31/07	10/31/07	6.32													6.32	AF	Approved
Total (Releases)	2004	10/31/04	10/31/04	26.37													26.37	AF	Approved
Total (Releases)	2003	10/31/03	10/31/03	16.84													16.84	AF	Approved
Total (Releases)	2002	10/31/02	10/31/02	24.21													24.21	AF	Approved
Total (Releases)	2001	4/30/01	10/31/01	1.64						0.40				1.64	0.56	0.16	2.76	AF	Approved
Total (Releases)	2000	7/31/00	10/31/00	1.64									0.24	1.64	0.56	0.16	2.60	AF	Approved
Total (Releases)	1996	8/31/96	9/30/96	10.53										10.53	4.49		15.02	AF	Approved
Total (Releases)	1992	10/31/92	10/31/92	7.70													7.70	AF	Approved

Note:  
 FDU - First day used  
 LDU - Last day used  
 MaxQ - Maximum flow rate

# Legend



Non-Residential Uses:  
Commercial, Office, Service, Scientific,  
Industrial, Fabrication, Storage and  
Warehouse<sup>1</sup>, Public, Institutional



Residential Use Overlay<sup>2</sup>

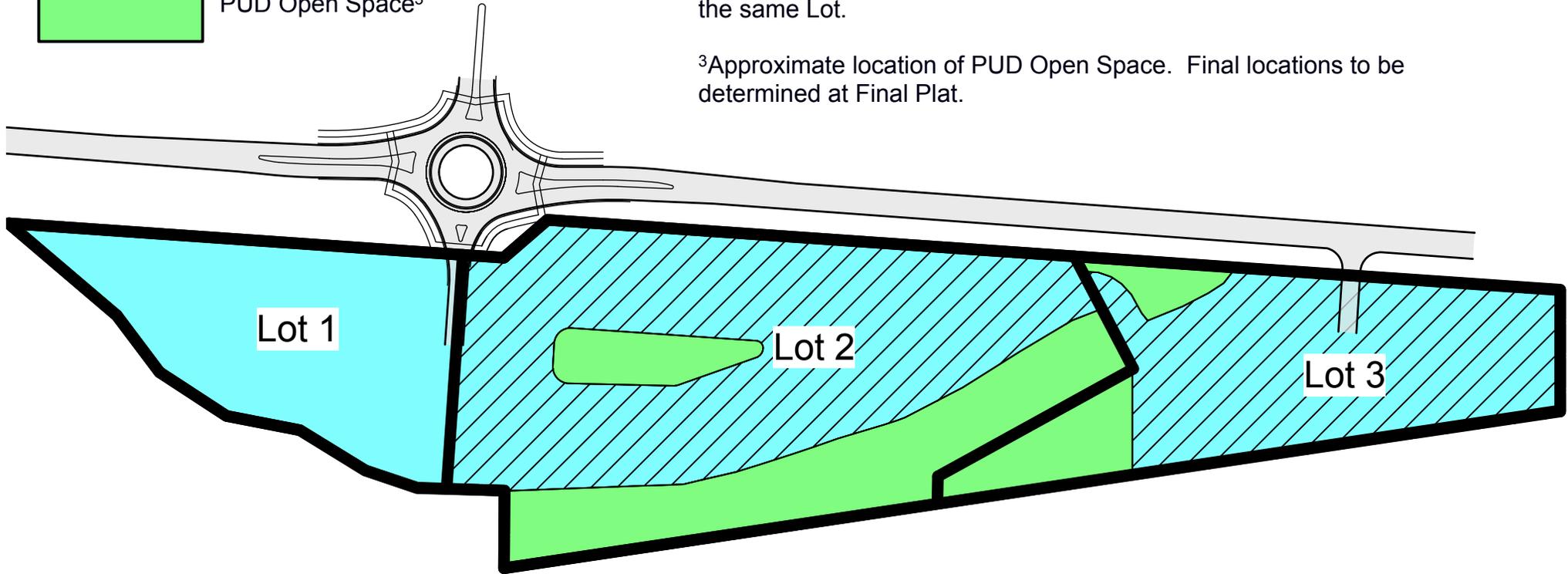


PUD Open Space<sup>3</sup>

<sup>1</sup>Development of Storage and Warehouse uses shall be restricted to a maximum of three acres within this area.

<sup>2</sup>Residential Uses that are not above a commercial, office, service, scientific, industrial, fabrication, storage, warehouse, public or institutional use shall be restricted to a maximum of six acres within this area. Residential Uses shall be clustered together and Non-Residential Uses shall be clustered together within this area. A 30' building separation is required between Residential and Non-Residential Uses on the same Lot.

<sup>3</sup>Approximate location of PUD Open Space. Final locations to be determined at Final Plat.



north



**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 26, 2020  
Council Action Form**

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**SUBJECT:** Village at Painted Pastures Planned Unit Development

**PROCEDURE:** (2<sup>nd</sup> Reading – Continued Public Hearing) **ORDINANCE 4, SERIES OF 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO (“TOWN”) 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**

**RECOMMENDATION:** On February 18, 2020, the Planning & Zoning Commission recommended to the Board approval of Ordinance 4, Series of 2020, an ordinance of the Town of Silt, Colorado (“Town”) 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.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The applicant proposes that these two parcels be annexed to the Town of Silt and zoned as a Planned Unit Development for mixed commercial and residential uses. This development lends to the completion of the roundabout on State Highway 6, and addresses the Town’s concerns related to the shortage of light commercial and multifamily units.

<b>FUNDING SOURCE:</b>	Raley Ranch Project, LLC
<b>ORDINANCE FIRST READING DATE (CONTINUED):</b>	April 13, 2020 (Continued)
<b>ORDINANCE FIRST READING DATE:</b>	April 27, 2020 (Hearing - Approved)
<b>ORDINANCE SECOND READING DATE (CONTINUED):</b>	May 11, 2020 (Continued)
<b>ORDINANCE SECOND READING DATE:</b>	May 26, 2020
<b>RESOLUTION READING DATE:</b>	N/A
<b>ORIGINATED BY:</b>	Raley Ranch Project, LLC
<b>PRESENTED BY:</b>	Janet Aluise, CDD
<b>DOCUMENTS ATTACHED:</b>	Ordinance 4, Series of 2020

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

**SUBMITTED BY:**

**REVIEWED BY:**

*Janet Aluise*

*Jeff Layman*

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

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

**TOWN OF SILT  
ORDINANCE NO. 4  
SERIES OF 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**

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

**WHEREAS**, Raley Ranch Project, LLC, a Colorado limited liability company (hereinafter "Owner"), 8191 E. Kaiser Boulevard, Anaheim, California 92808, is the owner of certain real property that collectively includes a 9.223-acre parcel and a 2.001-acre parcel ("Subject Property") 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; and

**WHEREAS**, on or about January 10, 2020, the Owner submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for the Village at Painted Pastures Annexation of Subject Property; and

**WHEREAS**, on or about January 10, 2020, the Owner submitted to the Town the Village at Painted Pastures Planned Unit Development Zoning Application for the Subject Property, proposing a mixed use of commercial and multifamily zoning; and

**WHEREAS**, on or about February 18, 2020, the Planning & Zoning Commission ("Commission") considered the Village at Painted Pastures Annexation Application, Petition for Annexation, and Affidavit of Circulator, together with the proposed Planned Unit Development guidelines; and

**WHEREAS**, on or about February 18, 2020, in a duly noticed public hearing, the Commission recommended to the Board of Trustees ("Board") approval of the Village at Painted Pastures Annexation and Village at Painted Pastures PUD zoning; and

**WHEREAS**, on or about February 24, 2020, the Board approved Resolution 9, Series of 2020, a resolution finding substantial compliance regarding the Owner's Annexation Petition for the Subject Property; and

**WHEREAS**, on or about April 13, 2020, the Board approved Resolution 11, Series of 2020, a resolution setting forth findings of fact and conclusions regarding the Owner's Annexation Petition for the Subject Property, following a duly noticed public hearing in accordance with the Silt Municipal Code ("Code") and state statutes; and

**WHEREAS**, on or about April 13, 2020, the Board approved 1<sup>st</sup> Reading of Ordinance 3, Series of 2020, an ordinance approving the Painted Pastures Village Annexation, following a duly noticed public hearing in accordance with the Code and state statutes; and

**WHEREAS**, on or about April 13, 2020, the Board approved 1<sup>st</sup> Reading of Ordinance 4, Series of 2020, an ordinance approving the Village at Painted Pastures Planned Unit Development, following a duly noticed public hearing in accordance with the Code and state statutes; and

**WHEREAS**, on or about April 27, 2020, in a continued public hearing, the Board approved 2<sup>nd</sup> Reading of Ordinance 3, Series of 2020, and Town recorded the ordinance on \_\_\_\_\_, 2020 as Reception # \_\_\_\_\_; and

**WHEREAS**, on or about April 27, 2020, the Board, in a continued public hearing, determined that the proposed PUD zoning for the Subject Property is consistent and in conformity with the existing pattern of zoning within the Town, with the Town's annexation plan, with the Town's Comprehensive Plan, as amended, and that the proposed Village at Painted Pastures Planned Unit Development zoning will allow the Subject Property to be developed in an efficient and economical manner, as required by the Planned Unit Development Act of 1972 set forth in C.R.S. §§24-67-101, *et seq.*; and

**WHEREAS**, the Town has held the required duly-noticed public hearings before the Board, pursuant to the Code and pertinent Colorado Revised Statutes, as necessary for the Town to act on Applicant's Village at Painted Pastures Planned Unit Development zoning request for the Subject Property; and

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

Section 1. Findings of Fact. The Board incorporates the foregoing recitals as findings and determinations, and conclusively makes all of the Findings of Fact, Determinations, and Conclusions contained herein.

Section 2. Planned Unit Development Zoning. The Subject Property shall be considered and is hereby zoned as a planned unit development, and the zone district created by this ordinance shall be governed in conformity with the regulations contained in this ordinance, and shall be known as the Village at Painted Pastures Planned Unit Development (PUD). The provisions of the future zoning ordinances of the Town of Silt that conflict with the provisions of this ordinance shall not apply to the subject property.

Section 3. Zoning Ordinance Applies. Except as hereinabove provided, all provisions of the zoning, subdivision and other ordinances of the Town of Silt, Colorado shall be applicable to the Subject Property.

Section 4. Zone Location and Boundaries. The location and boundaries of the Zone District established by this Ordinance for the Subject Property are as shown on the final Village at Painted Pastures Planned Unit Development Zoning Plan Map, attached hereto as Exhibit B, which shall be as recorded in the office of the Garfield County, Colorado Clerk and Recorder upon satisfaction of the conditions set forth herein. Upon recordation, said map shall be incorporated herein by this reference.

Section 5. Village at Painted Pastures Planned Unit Development Zone District Text. The regulation of the Village at Painted Pastures Planned Unit Development Zone District shall be as follows:

- I. Village at Painted Pastures Planned Unit Development Zone District General Purpose:
  - A. This Planned Unit Development Guide (“Guide”, “PUD Guide” or “Development Guide”) sets forth the land use and development standards for the properties in the Village at Painted Pastures Planned Unit Development (“PUD”). The PUD Guide defines the permitted use(s) of land, provides for open spaces, and includes additional supplementary regulations;
  - B. The primary purpose of the PUD Guide is to establish standards, restrictions and regulations that govern development and land use within the PUD as shown on The Village at Painted Pastures PUD Plan. It also ensures the PUD is developed as a comprehensive planned community. The PUD Guide will ensure the orderly and compatible development of the property. The PUD Guide constitutes the standard zoning provisions for the PUD with standards for the development plan and the land contained within this development;

- C. This PUD Guide shall supersede the Town of Silt Municipal Code (“Code”) with site specific regulations that are more appropriate to the design goals and objectives of lands contained within this PUD. Where the PUD Guide falls silent, the Code shall control. In instances of conflict between the Code and the PUD Guide, the PUD Guide shall control;
- D. The intent of the Village at Painted Pastures PUD Zone District is to provide appropriate locations for businesses, multi-family residential units, and related activities that are compatible with adjacent uses and promote a favorable visual image of the community. This zoning is meant to accommodate a range of activities as identified in the permitted uses listed below;
- E. This PUD Guide is authorized pursuant the Board’s approval of Ordinance 4, Series of 2020, approving the Village at Painted Pastures PUD.

II. Permitted Uses in the Village at Painted Pastures Zone District

The following are permitted uses within the Village at Painted Pastures Zone District:

A. Residential Use

- 1. Multi-family residential units;
- 2. Age-restricted multi-family residential units;
- 3. Memory care and assisted living for occupancy of more than one hundred (100) days per annum;
- 4. Residential units above a commercial, office, service, scientific, industrial, fabrication, storage, warehouse, public or institutional use.

B. Commercial Use

- 1. Alteration, tailoring, or mending facility;
- 2. Appliance or equipment rental facility;
- 3. Auto parts retail facility;
- 4. Automobile washing facility;
- 5. Bakery;
- 6. Barber/beautician;
- 7. Brewery;
- 8. Clothing establishment;
- 9. Coffee roasting establishment;
- 10. Convenience store;
- 11. Copy/printing facility (retail);
- 12. Grocery store;

13. Laundromat;
14. Liquor store;
15. Multi-unit commercial establishment;
16. Paint material store;
17. Pawn shop/store;
18. Photographic studio;
19. Restaurant/deli;
20. Retail establishment with on-site transactions;
21. Shoe store;
22. Tattoo parlor with or without body piercing; &
23. Thrift store.

C. Office/Service/Scientific Use

1. Animal hospital/clinic;
2. Financial institution;
3. Title company;
4. Government or nonprofit administrative office, fire station, police station, and post office;
5. Healthcare facility;
6. Office for a professional business; &
7. Scientific laboratory.

D. Industrial/Fabrication Use

1. Auto body or mechanical repair;
2. Cabinet making facility or furniture restoration;
3. Gasoline station;
4. Metal fabrication or welding;
5. Panelized construction facility;
6. Utility facilities; &
7. Woodworking establishment.

E. Storage/Warehouse Use

1. Automobile parking lot (no more than two acres);
2. Mini-warehouse storage facility (no more than two acres);
3. Open storage and outside storage, if adequately screened and appurtenant to an allowed commercial use;
4. Recreational vehicle storage facilities (no more than two acres); &
5. Warehouse space associated with commercial or industrial fabrication use.

F. Public/Institutional Use

1. Assisted living and memory care/skilled nursing facility/hospice/behavioral care;
2. Bus station;
3. Child care facilities;
4. Community center;
5. Libraries; &
6. Parks and playgrounds.

### III. Development Standards

#### A. Residential Use Development Standards

Development of Residential Uses that are not above a commercial, office, service, scientific, industrial, fabrication, storage, warehouse, public or institutional use shall be restricted to a maximum of six acres of the PUD. See the attached Planned Unit Development Zoning Exhibit for additional clarification. Residential uses shall meet the following applicable requirements:

1. Minimum lot width: As defined by the PUD Final Plat;
  2. Maximum building height: 35'
  3. Maximum lot coverage: 70%
  4. Front yard setback\*: 15'
  5. Rear yard setback\*: 15'
  6. Side yard setback\*: 5'
- \*Multi-family residential unit setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
7. Minimum distance between structures: 10'
  8. Minimum unit size: 450 sf
  9. Maximum density: 20 units/acre
  10. Minimum parking: 1 space per studio unit;  
1 space/1 bedroom unit;  
1.5 spaces/2 bedroom unit;  
2 spaces per 3 bedroom unit
  11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:
    - a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting

into a setback of not more than 24 inches;

b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;

c. Balconies and decks projecting into a yard setback not more than 6 feet;

d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

B. Commercial Use Development Standards

Development of a Commercial Use shall meet the following applicable requirements:

1. Minimum lot width: As defined by the PUD Final Plat;
2. Maximum building height: 35'
3. Maximum lot coverage: 70%
4. Front yard setback\*: 20'
5. Rear yard setback\*: 20'
6. Side yard setback\*: 10'

\*Commercial building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings

7. Minimum distance between structures: 10'
8. Maximum density: 20,000 sf gross floor area per acre
9. Minimum parking: 1 space/200 sf of gross Commercial Use floor area;  
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use
10. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

a. The ordinary projection of sills, cornices, buttresses, ornamental

- features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

C. Office/Service/Scientific Use Development Standards  
 Development of an Office/Service/Scientific Use shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
  - 2. Maximum building height: 35'
  - 3. Maximum lot coverage: 70%
  - 4. Front yard setback\*: 20'
  - 5. Rear yard setback\*: 20'
  - 6. Side yard setback\*: 10'
- \*Office/Service/Scientific building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
  - 8. Maximum density: 20,000 sf gross floor area per acre
  - 9. Minimum parking: 1 space/400 sf of gross Office/Service/Scientific Use floor area;  
 1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use
  - 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

D. Industrial/Fabrication Use Development Standards  
 Development of Industrial/Fabrication Use shall meet the following applicable requirements:

- 1. Minimum lot width: As defined on the PUD Final Plat;
  - 2. Maximum building height: 35'
  - 3. Maximum lot coverage: 70%
  - 4. Front yard setback\*: 20'
  - 5. Rear yard setback\*: 20'
  - 6. Side yard setback\*: 10'
- \*Industrial/Fabrication building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
  - 8. Maximum density: 20,000 sf gross floor area per acre
  - 9. Minimum parking: 1 space/600 sf of gross Industrial/Fabrication Use floor area;  
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use
  - 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade

structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

E. Storage/Warehouse Use Development Standards

Development of Storage/Warehouse uses shall be restricted to a maximum of three acres of the PUD. See the attached Planned Unit Development Zoning Exhibit for additional clarification. Storage/Warehouse Uses shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
  - 2. Maximum building height: 35'
  - 3. Maximum lot coverage: 70%
  - 4. Front yard setback\*: 20'
  - 5. Rear yard setback\*: 20'
  - 6. Side yard setback\*: 10'
- \*Storage/Warehouse building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
  - 8. Maximum density: 20,000 sf gross floor area per acre
  - 9. Minimum parking: 1 space/1,000 sf of gross Storage/Warehouse floor area
  - 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by

permanent above-grade structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

F. Public/Institutional Use Development Standards  
Development of a Public/Institutional Use shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
- 2. Maximum building height: 35'
- 3. Maximum lot coverage: 70%
- 4. Front yard setback\*: 20'
- 5. Rear yard setback\*: 20'
- 6. Side yard setback\*: 10'  
\*Public/Institutional building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
- 8. Maximum density: 20,000 sf gross floor area per acre
- 9. Minimum parking: 1 space/400 sf of gross Public/Institutional floor area
- 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade

structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

#### IV. Land Use Equivalency

The Village at Painted Pastures Zone District shall allow for a proportional trade of residential unit density to non-residential floor area density at a ratio of one residential unit to 1,000 sf of non-residential floor area.

For example:

- The maximum density for a one-acre parcel is 20 residential units **OR** 20,000 sf of non-residential floor area;
- A one-acre parcel may contain a mix of residential and non-residential uses;
- If a one-acre parcel contains 10 residential units, then it may also contain 10,000 sf of non-residential floor area at a ratio of one residential unit to 1,000 sf non-residential floor area.

#### V. Open Space/Parkland

The Village at Painted Pastures PUD Zone District shall provide open space and/or parkland in an amount of at least twenty-five percent (25%) of the total project acreage to serve the project's residents and/or occupants.

Section 7. Zone District Maps. By the adoption of this Ordinance, the Town has brought the Property under the Town's zoning ordinance and, by the

adoption of this Ordinance, has authorized the amendment of the Town's zone district maps to include the Property. The Town's zone district maps are currently on file at the Town Hall, in accordance with the Colorado Revised Statutes.

Section 8. All Other Laws Applicable. Except as hereinabove provided, all provisions of the zoning, subdivision and other ordinances or regulations of the Town shall apply to the Property.

Section 9. Severability. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a courts of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

**CONTINUED ON FIRST READING UPON A PUBLIC HEARING** the 13<sup>th</sup> day of April, 2020 at 7:00 p.m.

**INTRODUCED, READ, PASSED, AND APPROVED** on a continued first hearing, on the 27<sup>th</sup> day of April, 2020.

**CONTINUED ON SECOND READING** the 11<sup>th</sup> day of May.

**PASSED, APPROVED ON SECOND READING**, following a continued public hearing, **ADOPTED AND ORDERED PUBLISHED**, this 26<sup>th</sup> day of May 2020.

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

## Exhibit A Legal Description

**PARCEL A:**

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING,  
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;  
THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;  
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;  
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 303.80 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

**ALONG WITH**

**PARCEL B:**

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;  
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;  
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.234 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

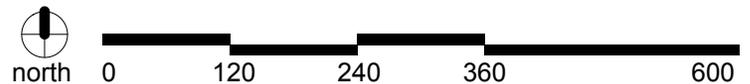
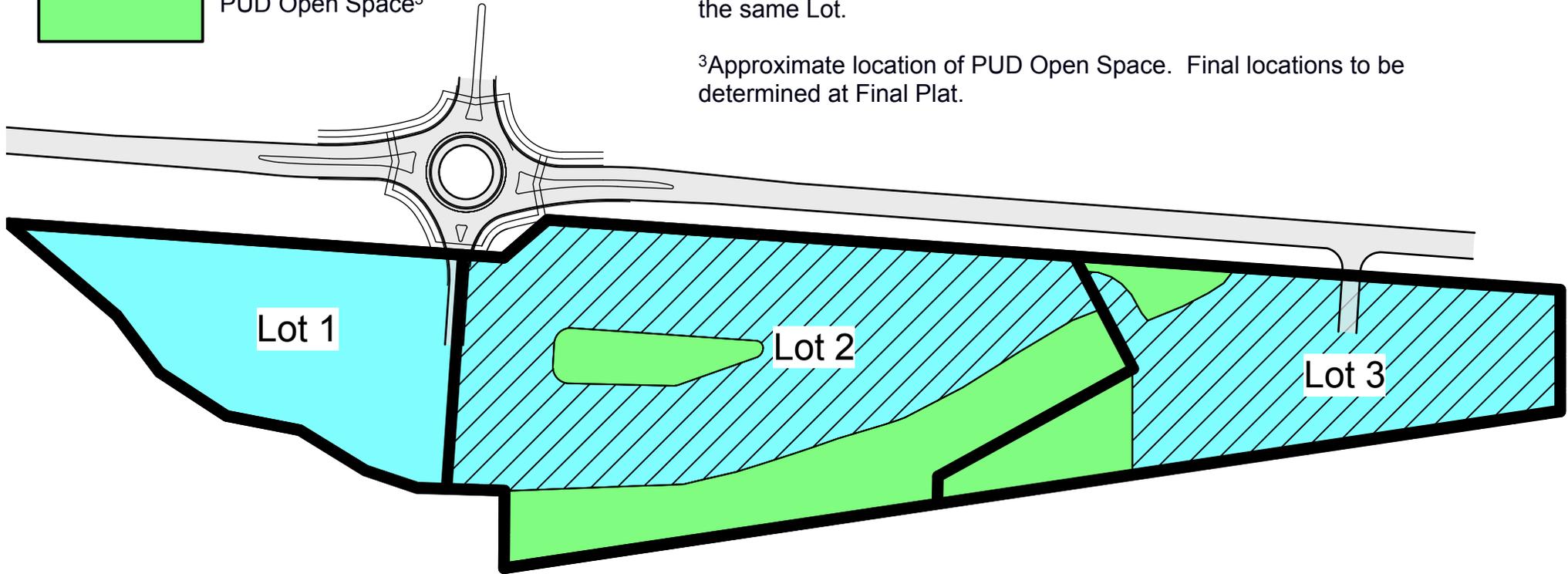
# Legend

-  Non-Residential Uses:  
Commercial, Office, Service, Scientific,  
Industrial, Fabrication, Storage and  
Warehouse<sup>1</sup>, Public, Institutional
-  Residential Use Overlay<sup>2</sup>
-  PUD Open Space<sup>3</sup>

<sup>1</sup>Development of Storage and Warehouse uses shall be restricted to a maximum of three acres within this area.

<sup>2</sup>Residential Uses that are not above a commercial, office, service, scientific, industrial, fabrication, storage, warehouse, public or institutional use shall be restricted to a maximum of six acres within this area. Residential Uses shall be clustered together and Non-Residential Uses shall be clustered together within this area. A 30' building separation is required between Residential and Non-Residential Uses on the same Lot.

<sup>3</sup>Approximate location of PUD Open Space. Final locations to be determined at Final Plat.



**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 20, 2020**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** A RESOLUTION APPROVING THE SERVICE PLAN FOR RIVER VALLEY METROPOLITAN DISTRICT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, COLORADO

**PROCEDURE:** Noticed Public Meeting

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Proponents of the proposed River Valley Metro District and the Town staff will present information at this meeting and expect to engage the Board of Trustees in a discussion regarding the merits of approving the service plan.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Jeff Layman

**DOCUMENTS ATTACHED:**

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

**SUBMITTED BY:**

Jeff Layman  
Jeff Layman, Town Administrator

**REVIEWED BY:**

Sheila M. McIntyre  
Sheila M. McIntyre, Town Clerk

## **BOARD OF TRUSTEES MEMORANDUM**

**TO:** HONORABLE MAYOR AND BOARD OF TRUSTEE MEMBERS  
**FROM:** JEFF LAYMAN, TOWN ADMINISTRATOR  
ROBERT COLE, CONSULTING ATTORNEY, COLLINS, COCKREL AND COLE  
JAMES MANN, SENIOR MUNICIPAL ADVISOR, EHLERS-PUBLIC FINANCE  
ADVISORS  
**DATE:** May 20, 2020  
**RE:** RIVER VALLEY METROPOLITAN DISTRICT SERVICE PLAN SUBMITTAL

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### **BACKGROUND**

Proponents of the proposed River Valley Metro District (“District”) have submitted a service plan to the Town. After Board of Trustees presentations by the Town and the proponent at the May 11 Board of Trustees meeting, the Town and proponent have had multiple conversations and the proponent has submitted a service plan with some modifications. We have outlined them below, using the last Staff Memo as a guide.

### **SUMMARY**

The proponents of the River Valley Metro District have a revised and expanded vision for the Painted Pastures Subdivision. As you know, the Town is processing applications to annex adjoining parcels to Painted Pastures and revise some zoning. The developer believes these changes will allow Painted Pastures to grow from a traditional subdivision primarily for single family homes to a multi-dimensional community meeting the needs of residents seeking diverse housing options ranging from starter to higher end single family homes, townhomes for rent or purchase, clustered single story rental homes as well as apartment rental opportunities from “work force” housing to amenity rich apartments.

Important to us in Silt is our status as an Opportunity Zone. This project will see opportunity fund investment in a 96-unit apartment project, starting construction this summer. The apartment project triggers a CDOT requirement to build a roundabout at the development entrance, which is proposed to be financed through the proposed Metro District. The roundabout and accompanying landscaping will provide a welcome gateway to visitors coming into Silt from the east. Importantly, the new roundabout will slow traffic through town and should be able to delay the need for traffic mitigation at Main Street and 16th Street.

Staff believes this range of housing options will serve Silt well and is excited about the initial commitment of the building of 96 units of rental housing, providing the “rooftops” we have been stressing for several years as a necessary step towards the development of retail in Silt. Diverse

housing types also allow for younger generations and older generations to remain in town and resist being forced out by market costs on single family dwellings throughout town.

## **EVALUATION OF THE SERVICE PLAN**

The Service Plan varies from the Model Service Plan and Ordinance Chapter 18.01 that are before the Trustees for consideration. Because the Model Service Plan and Ordinance Chapter 18.01 of the Code were not adopted before the RVMD service plan was submitted, Staff believes there is reason to accept a modified service plan. Although the proponent has addressed many of the concerns that we expressed to the Board of Trustees at our last meeting, there are still some basic differences between the proponent's submittal and Town Staff recommendations.

**\*We have used the points from Staff Memo produced for the last Board meeting as a place to start:**

1. No guarantees that the proposed Public Improvements will be built. The service plan allows the District to change the financial plan and public improvements without any input from or approval of the Town. This means there is no guarantee that organization of the District will result in construction of the roundabout.

*Section V.A.10: "The Financial Plan and anticipated Public Improvements presented herein are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change within the limitations of this Service Plan, shall not constitute a material modification of the Service Plan."*

Staff would like to see a guarantee that the promised Public Improvements will be built, particularly those tied to the extraordinary public benefits, such as the roundabout. To ensure delivery of these benefits, Staff suggests that the Development Agreement require the Developer to complete the roundabout (and associated improvements such as landscaping) before the sale of any lots within Painted Pastures. In addition, the District's service plan should prohibit any developer reimbursements until completion of roundabout (and associated improvements).

**AMENDED: The proponent has agreed to guarantee, under the condition of limitations to bonding and District dissolution, the major Public Improvements, including the Roundabout, will be constructed. The District will not be able to issue bonds prior to the construction of the Roundabout. V (A) (1)**

2. Debt. While the Financial Plan shows two series of 30-year bonds, the service plan does not limit the length of debt or time period for imposing a debt mill levy. Staff recommends a 30-year time limit on the length of each debt issuance.

3. Warranty and Security. The proposed Service Plan does not warrant the public improvements for any period of time and does not require the posting of security. Staff recommends that all Public Improvements be subject to the warranty and security requirements, as is required for other development improvements constructed in the Town that are not financed through a metropolitan district.

**AMENDED: The proponent has approved language in the Service Plan that satisfies the Town. “The Public Improvements will be subject to the applicable warranty and security requirements imposed by the Town or CDOT on all construction projects.” V (A) (2)**

4. Greater Limit on “District Activities”. The service plan allows RVMD to provide any services and function and to exercise all powers available under the Special District Act, except for fire protection and domestic water and sewer. This is found in the definition of the phrase “District Activities”. This means the District has complete authority to charge fees. It also is in direct conflict with other language in the service plan that restricts the district’s activities, such as the cap on mill levies and the restriction on eminent domain powers. This language is confusing and could be interpreted to allow RVMD to exercise certain powers and functions that Staff does not support.

**AMENDED: This was changed to prohibit the provision of irrigation water service and limits the charging of “fees” to one particular fee, a “Systems Development Fee”, and provides for a definition of that fee.**

5. The Highlands. The service plan allows for the future inclusion of the Highlands into the District, after it is annexed into the Town. However, the service plan does not require the inclusion of the Highlands, nor does it guarantee the inclusion. Nonetheless, approximately \$3 million in infrastructure costs associated with development of the Highlands is included in the District’s financial plan. Staff recommends that the debt limit be reduced to \$7 million unless and until Highlands is included, at which point the debt limit would increase to \$10 million.

**AMENDED: This change limits the debt limit to \$6,372,100 until the Highlands and the Village portions of the project are included, at which point the debt limit will increase to \$10 million.**

6. Disclosure Notice. The service plan provides for the minimum disclosure to purchases required by the Special District Act. Specifically, the service plan requires that the Court Order and Decree forming the District be recorded and that the District to use “reasonable efforts to assure all home builders of property located within the District provide written notice to all purchasers regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect fees, rates, tolls and charges.” Staff recommends a more detailed disclosure notice consistent with that set forth in the Model Service Plan, as well as a requirement that the disclosure notice be provided by home builders/the developer to potential purchasers as early as possible, but no later than before a purchase and sale agreement is signed. This helps ensure that future residents

understand the potential financial impact and benefits of buying property within the District, which is a benefits to the residents, the Town, and the District.

**AMENDED: The language was changed to conform with the Town’s proposed Model Service Plan, among other provisions, “That the approved Disclosure Notice shall be provided by the Developer, and by its successors and assigns, to each potential End User purchaser of a residential lot or dwelling unit in the Service Area before that purchaser enters into a written agreement for the purchase and sale of that residential lot or dwelling unit.” IX (A) (B) and (C)**

7. Landscaping. Staff recommends that the landscaping that is to be transferred to CDOT be submitted to and approved by the Town. In addition, either the District or an HOA associated with the development should maintain the landscaping – ongoing maintenance should not fall on the Town or CDOT. The maintenance issue may be able to be addressed in the Development Agreement if the improvements are to be transferred to the HOA for maintenance. Otherwise, staff recommends that continued maintenance be required by the District.

**AMENDED: The proponent has agreed with the Town that it will be provided with a set of landscaping plans prior to submittal to CDOT and shall have the opportunity to comment on such plans. The District will also dedicate the applicable Public Improvements to the Town, CDOT or other appropriate jurisdiction. The District will maintain the improvements. V(A)(1)**

8. Fees. The service plan provides very wide latitude for the District to charge fees and charges. For example, Section VI.A, states: *“The District may also rely upon various other revenue sources authorized by law. These may include, but not be limited to, revenues from fees, rates, tolls, penalties, or charges...”*. Staff is not supportive of a metropolitan district having authority to impose and collect unknown, unrestricted fees from residents and property owners. Staff recommends that the service plan identify the specific types of fees that the District may charge, and that all other fees require Town approval, and be considered a material modification of the service plan if not approved.

**AMENDED: The proponent has agreed to limit and define their fees to “Systems Development Fees” which are acceptable to the Town.**

9. Irrigation on the Town’s system. The service plan limits the District’s power to provide domestic water and sewer, but not irrigation water. Staff recommends that the service plan prohibit the District from providing irrigation water.

**AMENDED: The proponent has agreed that the District will not provide irrigation water and/or systems and that authority will be limited to the Town.**

10. Mill Levy Cap of 60 mills, including 10 for operations and maintenance, and 50 for debt. The District proponents have indicated that they do not believe the District is financially viable at a 50 mill debt. The Town’s financial consultant believes that a 50-mill cap is feasible. Staff would prefer a 50 mill limit.

**NOT AMENDED: The proponent maintains that the District is not viable at Town Staff's preferred 50 mill limit.**

11. In addition, the Town and the proponent have agreed on the following definitions and terms, not originally in the service plan:

End User: means any owner, or tenant of any owner, of any property within the District, who is intended to become burdened by the imposition of ad valorem property taxes and/or Systems Development Fees. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. A Developer and generally any person or entity that constructs homes or commercial structures is not considered an End User.

External Municipal Advisor: means a Municipal Advisor that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; and(ii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

External Municipal Advisor Certificate: Opinion of a registered Municipal Advisor as to the reasonableness of the terms of any debt instrument issued by the District in substantially the form cited in Section II, Definitions.

Municipal Advisor: means as any person (who is not a municipal entity or an employee of a municipal entity) that provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, or that undertakes a solicitation of a municipal entity or obligated person. Said person shall be registered under Section 15B of the Securities Exchange Act of 1934, as amended from time to time.

Debt issued by the District is subject to Maximum Debt Terms: The Maximum Debt Term of any Debt issuance shall be thirty (30) years. A Developer controlled Board may refinance a Bond issuance within ten (10) years from the issue date. An End User controlled Board is not subject to the ten (10) year restriction on Bond refundings.

While not consistent with the proposed Model Service Plan and policy, staff believes that the following terms of the Service Plan are acceptable:

1. The District may be used to finance traditional developer costs, such as side streets and collector streets, water/wastewater systems well off the arterials, etc. However, financing these costs through the District is acceptable to Staff only when coupled with the extraordinary public benefits that the District will facilitate, i.e., roundabout, rental apartments, range of housing options, commercial development.

2. Similarly, construction of the roundabout will not alleviate the need for a roundabout in the future at 16<sup>th</sup> and Main, and the development associated with the District may even exacerbate and speed up its necessity.
3. The Developer and Silt must still negotiate an agreement on sharing application/review fees (pre-master plan approval costs).

## **CONCLUSION**

Staff believes that the construction of the roundabout, for-rent housing and commercial component qualify as extraordinary public benefits that would be facilitated by formation of the River Valley Metropolitan District and that that formation of the District furthers the Town's Comprehensive Plan and other master plans. The Town Staff generally supports the organization of the District, and appreciates the work the proponent has done to meet many of the positions the Town has taken. The only outstanding issue, as detailed above, is the mill levy cap that staff believes is higher than appropriate to be of benefit to the future residents and property owners of the District.

**TOWN OF SILT  
RESOLUTION NO. \_\_  
SERIES OF 2020**

**A RESOLUTION OF THE TOWN OF SILT (“TOWN”) APPROVING A SERVICE PLAN FOR THE RIVER VALLEY METROPOLITAN DISTRICT (“DISTRICT”), WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

A. **WHEREAS**, pursuant to Sections 32-1-204.5 and 32-1-205, C.R.S., the Service Plan (“Service Plan”) for River Valley Metropolitan District (“District”) has been submitted to the Board of Trustees of the Town of Silt (hereinafter “Board”); and

B. **WHEREAS**, notice of the public meeting of the Board to consider the Service Plan was duly published in the *Glenwood Springs Post Independent* on March 27, 2020, and mailed to all property owners within the District, all property owners within 250 feet of the District’s proposed boundaries, and all taxing entities within a three-mile radius of the proposed District’s boundaries; and

C. **WHEREAS**, the Board held a public meeting on the Service Plan for the River Valley Metropolitan District, which was first convened on April 27, 2020 and continued to May 11, 2020 and May 26, 2020; and

D. **WHEREAS**, the Board has considered the District Service Plan, and all documentary and verbal information presented at the public meetings.

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

1. The presentations and consideration of the District Service Plan before the Board was extensive and complete; all pertinent facts, matters and issues were submitted; all interested parties were heard or had the opportunity to be heard.

2. The Service Plan contains the following:

(a) A description of the proposed services;

(b) A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes for the first budget year of the District, which shall not be materially exceeded except as authorized pursuant to sections 32-1-207 or 29-1-302, C.R.S., and all proposed indebtedness for the District, displayed together with a schedule indicating the year or years in which the debt is scheduled to be issued.

(c) A preliminary engineering or architectural survey showing how the proposed services are to be provided;

(d) A map of the District boundaries and an estimate of the population and valuation for assessment of the District;

(e) A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of the Town;

(f) A general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the district;

(g) A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the District and such other political subdivision, including a form of contract to be used;

(h) Information, along with other information presented at the May 11 and 26, 2020 public meetings, satisfactory to establish that each of the criteria set forth in Sections 3 and 4 of this Resolution are met.

3. It is the Town's policy that proponents for organization of a metropolitan district must establish the need for the metropolitan district by demonstrating that the associated development project will result in a demonstrated extraordinary public benefit consistent with the Town's strategic priorities. Proponents must further establish that formation of the metropolitan district is necessary to provide such extraordinary public benefit, either directly through the metropolitan district or indirectly by allowing the developer to provide the extraordinary public benefit. A metropolitan district which is associated with a development project that furthers the objectives of the Town Comprehensive Plan and such other master plans involving public infrastructure and services can be seen as providing extraordinary public benefit. The proponents of the District have established that approval of the Service Plan and organization of the District will further the following priorities of the Comprehensive Plan by supporting the provision of extraordinary public benefits:

(a) Public Services/Infrastructure/Transportation - Create a corridor implementation plan to enhance the community's gateways and leverage highway frontage; and Image and Design - Improve the edge conditions along the I-70 and State Highway 6 corridors to present an attractive public image for the Town:

(i) The District will fund a roundabout at the intersection of Colorado State Highway 6 (Main Street) and Overo Boulevard (the "Roundabout"), and enhanced landscaping along the Highway 6 frontage, to be constructed by the developer.

(b) Housing - Strive for a diverse, integrated housing supply that is affordable and accessible to all citizens within all residential zone districts:

(i) The development will provide for-rent housing, including work force housing.

(c) Economic Development - Attract economic development by offering tax incentives, partnerships and/or other infrastructure reducing measures, and diversification of the employment base to accommodate job-generating developments; and Public Services/Infrastructure/Transportation - Encourage new businesses and retain existing businesses that provide needed local services and municipal revenues:

(i) The development includes a significant commercial development component.

4. Information satisfactory to the Board of each of the following was presented, as further conditioned below:

(a) There is sufficient existing and projected need for organized service in the area to be served by the District.

(b) Existing service in the area to be served by the District is inadequate for present and projected needs.

(c) The District are capable of providing economical and sufficient service to the area within its proposed boundaries.

(d) The area to be included within the District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. That the Board of Trustees of the Town of Silt, Colorado, does hereby determine that the requirements of Sections 32-1-202(2) and 32-1-203(2), C.R.S., relating to the filing of the Service Plan for River Valley Metropolitan District, and the requirements of Section 32-1-204.5, C.R.S., relating to the consideration by the Board, have been fulfilled in a timely manner.

6. That the Board of Trustees of the Town of Silt, Colorado, does hereby approve the Service Plan for River Valley Metropolitan District as presented to Board on May 25, 2020, subject to the following conditions:

(a) The District may not issue debt, enter into agreements or obligations to pay for or reimburse the costs of constructing public improvements within any portion of the Inclusion Area Boundaries, nor shall the District issue debt or enter into an obligation to pay money which is dependent upon revenues generated from any area within the Inclusion Area Boundaries, until such area is annexed to the Town and included within the District.

(b) Construction and completion of the Roundabout is a requirement of the Service Plan and the District shall construct, or cause to be constructed, the Roundabout. Construction of the Roundabout shall begin no later than August 1, 2021. Failure to begin construction of the Roundabout by August 1, 2021 shall be a material modification of the Service Plan. The District shall not issue any Debt or financial obligations, including Developer reimbursements, until the Roundabout is completed. At the discretion of the Board of Trustees, failure to begin construction of the Roundabout

by August 1, 2021 will be deemed evidence that the District is not capable of providing economical and sufficient services to the area within its boundaries, and the District Board will seek dissolution of the District and will file a petition for dissolution with the District Court in and for Garfield County.

(c) Prior to this Resolution becoming effective and the proponents of the District Petitioning the District Court for Garfield County for organization of the District, the proponents shall pay all of the Town's actual outside consultant costs associated with processing and analyzing the Service Plan, including any follow-up action subsequent to this meeting which is necessary to carry out any Board direction. The estimated total costs to be paid by the proponents pursuant to this paragraph 6.(c) are approximately \$76,723.00.

(d) \_\_\_\_\_

(e) \_\_\_\_\_

(f) \_\_\_\_\_

(g) \_\_\_\_\_

(h) \_\_\_\_\_

7. A certified copy of this Resolution shall be filed in the records of the Town and submitted to the petitioners for the purpose of filing in the District Court of Garfield County.

8. That all resolutions or parts thereof in conflict with the provisions hereof shall be and the same are hereby repealed.

INTRODUCED, READ AND APPROVED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 26<sup>th</sup> day of May, 2020.

TOWN OF SILT, COLORADO

\_\_\_\_\_  
Mayor Keith B. Richel

Attest:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

**SERVICE PLAN**

**RIVER VALLEY METROPOLITAN DISTRICT**

**TOWN OF SILT, COLORADO**

Prepared by:

FRITSCHE LAW LLC  
1888 SHERMAN STREET, SUITE 200  
DENVER, CO 80203

Submitted: February 18, 2020

Resubmittal: May 21, 2020

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## **I. INTRODUCTION**

### **A. Purpose and Intent.**

The District is an independent unit of local government, separate and distinct from the Town of Silt and, except as may otherwise be provided for by state or local law or this Service Plan, its activities are subject to review by the Town if it deviates in a material way from the requirements of the Service Plan. It is intended that the District will provide a part or all of the various Public Improvements necessary and appropriate for the development of the Project within the Town. The Public Improvements will be constructed for the use and benefit of all anticipated inhabitants and taxpayers of the District and the general public, subject to such policies, rules and regulations as may be permitted under applicable law. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District will also provide limited ongoing operations and maintenance as specifically set forth in this Service Plan.

### **B. Need for the District.**

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that have the means or desire to undertake the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements needed for the Project. Formation of the District is necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

### **C. Objective of the Town Regarding District Service Plan.**

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the financing, planning, design, acquisition, construction, installation and relocation of the Public Improvements from the proceeds of Debt to be issued by the District, and for limited maintenance of certain Public Improvements. All Debt is expected to be repaid by taxes imposed and collected at a tax mill levy no higher than the Maximum Debt Mill Levy and from other legally available revenues. Debt, which is issued within these parameters and as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

Further, the objective of the Town is to authorize the District to undertake operations and maintenance functions for Public Improvements that are not dedicated to the Town, CDOT, or to another appropriate governmental entity to perform such functions. It is anticipated that except for the Roundabout to be dedicated to CDOT, substantially all of the Public Improvements will be dedicated to the Town for ownership, operations and maintenance. The District shall maintain the following park and recreation improvements: public rights-of-way and park landscaping, trails/pedestrian walkways, and park improvements.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Term, together with other legally available revenues, which may include, Systems Development Fees. The cost of Public Improvements beyond the Debt capacity of the District shall be considered developer contributions.

## II. **DEFINITIONS**

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a recorded plat, PUD, subdivision improvement agreement, or other development agreement between the Developer and Town.

Board: means the Board of Directors of the District.

Bond, Bonds or Debt: means bonds, notes or other multiple-fiscal year financial obligations for the payment of which the District has promised to impose an *ad valorem* tax or pledge of Systems Development Fees or other revenue source, not subject to annual appropriation.

CDOT: means the Colorado Department of Transportation.

C.R.S.: means the Colorado Revised Statutes.

Developer: means a person or entity that is the owner of the property or owner of the contractual rights to property in the Service Area that intends to develop the property.

Disclosure Notice: means the Transparency Notice required by § 32-1-809, C.R.S. and filed annually with the Division of Local Government shall be readily accessible from the District's website.

District: means the River Valley Metropolitan District, governed by this Service Plan.

District Activities: means any and all services, functions, and powers that special districts organized under the Special District Act may provide, perform or exercise as of the date of this Service Plan, as limited by this Service Plan. The District shall not be authorized to provide fire protection facilities or services, nor shall it be authorized to provide operations for domestic or irrigation water and/or sanitation service.

District Boundaries: means the boundaries of the area legally described in Exhibit B-1 attached hereto and incorporated by reference and as depicted in the District Boundary Map, and any additional area included within the District after organization.

End User: means any owner, or tenant of any owner, of any property within the District, who is intended to become burdened by the imposition of ad valorem property taxes and/or

Systems Development Fees. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. A Developer and generally any person or entity that constructs homes or commercial structures is not considered an End User.

External Municipal Advisor: means a Municipal Advisor that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; and(ii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

External Municipal Advisor Certificate: Opinion of a registered Municipal Advisor as to the reasonableness of the terms of any debt instrument issued by the District in substantially the form cited below:

We are [I am] a Municipal Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

Financial Plan: means the Financial Plan found in Section VI and Exhibit D of this Service Plan, which describes the following, based on current estimates which will change based on market conditions and subject to the limitations and requirements of this Service Plan: (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) repayment of Debt derived from property tax revenues. Any change to the Financial Plan, within the limitations of this Service Plan, shall not constitute a material modification of this Service Plan.

Inclusion Area Boundaries: means the boundaries of the property that is anticipated to be added to the District Boundaries after the District's organization, which property is legally described in and depicted on the map attached hereto in Exhibit B-2 and incorporated herein by reference.

Maximum Debt Authorization: means the total Debt the District is permitted to issue as set forth in Section VI.A below.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Term: means the maximum term of any Bond issuance shall be thirty (30) years from the date of issuance.

Maximum Mill Levies: means the maximum mills that the District may levy for its combined Debt Mill Levy and Operations Mill Levy, at a rate not to exceed the limitation set in Section VI.G below.

Municipal Advisor: means as any person (who is not a municipal entity or an employee of a municipal entity) that provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, or that undertakes a solicitation of a municipal entity or obligated person. Said person shall be registered under Section 15B of the Securities Exchange Act of 1934, as amended from time to time.

Operating Mill Levy: means the mill levy the District is permitted to impose to fund administrative, operating, and facilities maintenance expenses, as set forth in Section VI.F below.

Project: means a portion of the development or property commonly referred to as Painted Pastures Subdivision and as shown on the District Boundary Map, excluding existing single-family homes in Phase 1.

Public Improvements: means those improvements permitted under the Special District Act, subject to any limitations established in this Service Plan, and limitations or requirements set forth in Approved Development Plans addressing public infrastructure required for the Project that the District is authorized to provide as generally described in Exhibit C, including the Roundabout.

Roundabout: means the roundabout on Highway 6 to be constructed by the Developer and financed by the District, as further described in Exhibit C-1.

Service Area: means the property located within the District Boundaries and the property in the Inclusion Area, when added in whole or in part, to the District as shown on the District Boundary Map.

Service Plan: means this service plan for the District as approved by Town Board of Trustees.

Service Plan Amendment: means a material modification to the Service Plan approved by the Town Board of Trustees in accordance with Section 32-1-207(2), C.R.S.

Special District Act or Act: means Sections 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended.

State: means the State of Colorado.

Systems Development Fee: means the one-time development fee that may be imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a building permit for the unit or structure to assist with the planning and development of the Public Improvements. The Systems Development Fee shall not exceed the following limits, subject to annual increased by up to the Consumer Price Index for Grand Junction all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available), commencing January 1, 2021: \$2,500 for each single-family detached residential unit; \$1,500 for each single-family attached or multi-family residential unit; \$1.33/sq. ft. for commercial structures. The Systems Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and to pay debt service.

TABOR: means Article X, Section 20 of the Colorado Constitution.

Taxable Property: means the real and personal property within the District Boundaries that will be subject to the ad valorem property taxes imposed by the District.

Town: means the Town of Silt, Colorado.

Town Code: means the Town's Home Rule Charter, Municipal Code, Land Use Code and ordinances, as amended.

Town Board of Trustees: means the Board of Trustees of the Town of Silt, Colorado.

### III. **BOUNDARIES**

A Vicinity Map depicting the location of the Project is attached hereto as Exhibit A. The legal description and diagram of the property located within the Initial District Boundaries is attached hereto as Exhibit B-1 and the legal description and diagram of the property located within the Inclusion Area Boundaries is attached hereto as Exhibit B-2.

### IV. **PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Project area consists of approximately seventy-one (71) acres of land. The Project is anticipated to be developed in two phases with four areas as further described herein and includes single family units, multi-family units and a commercial area. The assessed valuation of the Project area is assumed to be zero dollars for purposes of this Service Plan and, at build out, is expected to be approximately \$7,900,000, which amount is expected to be sufficient to reasonably discharge the Debt to be incurred by the District. The estimated population within the District Boundaries at build out is expected to be approximately 692 persons.

**V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

**A. Powers of the District and Service Plan Amendment.**

The District shall have the power and authority to provide the District Activities within and without the Service Area as such power and authority is described in the Special District Act, other applicable statutes, common law and the state constitution as of the date of this Service Plan, subject to the limitations set forth herein.

The purpose of the District is to finance, plan, design, acquire, construct, install, and/or relocate the following Public Improvements: water, sanitary sewer, storm sewer, roadway, traffic and safety and park and recreation infrastructure more fully described in Exhibit C, hereto, the Capital Cost Description and Estimate. Approval of this Service Plan by the Town does not imply approval of any development plan for real property located within the District Boundaries.

Construction and completion of the Roundabout is a requirement of this Service Plan and the District shall construct, or cause to be constructed, the Roundabout. Construction of the Roundabout shall begin no later than August 1, 2021. Failure to begin construction of the Roundabout by August 1, 2021 shall be a material modification of this Service Plan. The District shall not issue any Debt, including Developer reimbursements, until the Roundabout is completed. Failure to begin construction of the Roundabout by August 1, 2021 will be deemed evidence that the District is not capable of providing economical and sufficient services to the area within its boundaries, and the District Board will cooperate in seeking dissolution of the District and will file a petition for dissolution with the District Court in and for Garfield County.

1. Operations and Maintenance Limitation. The primary purpose of the District is to finance the planning, design, acquisition, construction and installation of the Public Improvements, particularly the Roundabout. Substantially all of the Public Improvements, including street, water, sanitary sewer and storm drainage improvements are expected to be dedicated to the Town. The Roundabout will be dedicated to CDOT. In order to maintain a high standard for the community, certain park and recreation Public Improvements shall be maintained by the District including a walking trail on the southern boundary of Painted Pastures and RiverView, significantly upgraded landscaping along the CDOT ROW of Hwy 6 including: the Roundabout and lane dividers; along approximately 800 feet on the north side of Hwy 6; along approximately 1000 feet on the south side of Highway 6; landscaping within the Town ROW from Hwy 6, on the east and west sides of Overo Boulevard; median landscaping within the Town ROW of Overo Blvd; and upgraded landscaping and park improvements within Town park area adjacent to Overo Blvd. Irrigation water shall be provided by the Town. The District shall not be authorized to provide irrigation water.

The Town shall be provided with a set of landscaping plans prior to submittal to CDOT and shall have the opportunity to comment on such plans. The District shall dedicate the applicable Public Improvements to the Town, CDOT or other appropriate jurisdiction in a manner consistent with rules and regulations of the Town, CDOT or other appropriate jurisdiction, and applicable provisions of the Town Code, or in accordance with an applicable development agreement or approval. Notwithstanding the foregoing, the District shall have the right to maintain Public

Improvements that are either not accepted by the Town, other governmental entity or homeowners association, or that are owned by another governmental entity but with respect to which the District has an obligation to maintain.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town, CDOT, or of another governmental entity having proper jurisdiction, as applicable. The Public Improvements will be subject to the applicable warranty and security requirements imposed by the Town or CDOT on all construction projects. The Developer shall obtain the Town's approval of civil engineering plans for any Public Improvements outside of the District Boundaries and applicable permits for construction and installation of all Public Improvements prior to performing such work, except for the Roundabout which is under CDOT's jurisdiction.

The funding of any capital improvements other than those related to sanitary sewer, storm sewer, streets, water, parks and recreation, safety protection, and related landscaping and appurtenances shall be deemed a material modification of this Service Plan under Section 32-1-207(2), C.R.S.

3. Issuance of Debt. Prior to the issuance of any general obligation, limited general obligation, revenue, or privately placed Debt, the District shall obtain an External Municipal Advisor Certificate.

4. Inclusion/Exclusion Limitation. Except for the Inclusion Areas described above, the District shall not include additional property within its Boundaries without the prior written consent of the Town given by the Town Administrator. For any proposed exclusion, the District shall give the Town Administrator thirty (30) days advance written notice of any proposed exclusion hearing. Town approval of the exclusion may be given by the Town Administrator and any action on such exclusion shall be completed by the Town Administrator within thirty (30) days following the hearing at which the District considers the exclusion.

5. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Six Million Three Hundred Seventy Two Thousand One Hundred Dollars (\$6,372,100), except that the District's Debt Limitation shall automatically be increased without further action required by the District by an additional \$683,231 upon inclusion of the Village portion of the Inclusion Area, and by an additional \$2,944,675 upon inclusion of The Highlands portion of the Inclusion Area, up to a maximum of Ten Million Dollars (\$10,000,000) without further action required by the District. The District may issue Debt on a schedule and in such year or years as the District determines and phased to serve development as it occurs.

6. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for and has applied for, except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without limitation.

7. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued by the District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

8. Eminent Domain Restriction. The District shall not exercise its statutory power of eminent domain without first obtaining approval from the Town Board. This restriction on the District’s exercise of its eminent domain power is being voluntarily acquiesced to by the District and shall not be interpreted in any way as a limitation on the District’s sovereign powers and shall not negatively affect the District’s status as a political subdivision of the State as conferred by the Special District Act.

9. District Governance. The District’s Board shall be comprised of persons who are a qualified “eligible elector” of the District as provided in the Special District Act. It is anticipated that over time, the End Users who are eligible electors will assume direct electoral control of the District’s Board as development of the Service Area progresses. The District shall not enter into any agreement by which the End Users’ electoral control of the Board is removed or diminished.

10. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under state and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financial Plan and anticipated Public Improvements presented herein are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change, within the limitations of this Service Plan, shall not constitute a material modification of the Service Plan.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the financing, planning, design, acquisition, construction, installation, relocation and maintenance of the Public Improvements within and without the Boundaries of the District, as more specifically defined by Approved Development Plans. Such street, water, wastewater, storm water and recreation facilities will benefit District taxpayers and residents through the provision of financing Public Improvements. A description of the Public Improvements necessary for the Project and eligible for District financing was prepared based upon a preliminary capital description and cost estimate of approximately Six Million Forty-One Thousand Dollars (\$6,041,000), as shown in Exhibit C attached hereto. The Public Improvements and associated costs shown in Exhibit C are subject to change based on future development approvals and market costs at the time of construction and any such variations from Exhibit C shall not constitute a material modification of this Service Plan.

All Public Improvements shall meet the standards and specifications adopted and/or required by the Town, CDOT and/or other governmental entities having jurisdiction over such Public Improvements.

**VI. FINANCIAL PLAN**

A. General.

The District shall be authorized to finance the planning, design, acquisition, construction, installation and/or relocation of the Public Improvements from any lawful revenue source, including but not limited to the proceeds of Debt to be issued by the District. A Financial Plan, attached as Exhibit D, includes the estimated indebtedness, timing, and interest rates of Debt anticipated to be issued by the District. The Financial Plan is one projection of Debt to be issued by the District, and it is expected that the terms of Debt when issued by the District will vary from the Financial Plan based on market conditions and other factors at the time of issuance. Such variations shall not constitute a material modification of this Service Plan. The District intends to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Ten Million Dollars (\$10,000,000), as limited by Section V.A.5 herein, which Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the District and shall be phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, including but not limited to general *ad valorem* taxes to be imposed upon all taxable property within the District. The District may also rely upon various other revenue sources authorized by law and not prohibited by the Service Plan. These may include a Systems Development Fee. It is anticipated that the Developer of the Project and/or other parties may incur costs for Public Improvements, either in the form of direct payments for such costs, or by means of advances to the District; these direct payments and/or advances shall be reimbursable by the District from Debt, contractual reimbursement agreements and/or any legally available revenue source.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt may not exceed twelve percent (12%). The maximum underwriting discount will not exceed three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan and state and Federal law.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be 50 mills which is the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt; provided, however, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after the Service Plan approval date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the residential rate as defined in Section 39-1-104.2, C.R.S. shall be deemed to be a change in the method of calculating assessed valuation (“Gallagher Amendment Adjustment”).

Prior to the issuance of Debt, the District shall obtain an opinion of an underwriter, if the District has engaged an underwriter for the proposed Debt transaction, and an opinion of a nationally recognized bond counsel. All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limitation set forth in this Service Plan; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; and (4) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer of the Project. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.B.3. and the Minimum Criteria.

Debt issued by the District is subject to Maximum Debt Terms: The Maximum Debt Term of any Bond issuance shall be thirty (30) years. A Developer controlled Board may refinance a Bond issuance within ten (10) years from the issue date. An End User controlled Board is not subject to the ten (10) year restriction on Bond refundings.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds. At least thirty (30) calendar days prior to any such issuance, the District shall submit the plan of finance together with an opinion of an underwriter or bond counsel to the Town for review to determine whether the proposed issuance satisfies the Minimum Criteria. If the Town does not provide the District with written objections to the proposed issuance concerning conforming to the Minimum Criteria within the thirty (30) day review period, Town consent to the proposed issuance shall be deemed given.

D. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

E. TABOR Compliance.

The District will comply with the provisions of TABOR.

F. District Operating Costs and Operating Mill Levy.

The first year's operating budget is estimated to be \$50,000, which is anticipated to be derived from other District revenues (including developer advances or other payments). The first year's operating budget is an estimate only, and variations from this estimate shall not be considered a material modification of this Service Plan.

In addition to the Maximum Debt Mill Levy applicable to the District's debt service mill levy, an Operating Mill Levy will be imposed by the District to fund administrative, operating, and facilities maintenance expenses, including the repayment of any advances provided to the District for such purposes, as shown in Exhibit D.

G. Maximum Mill Levies. The maximum combined Debt Mill Levy and Operating Mill Levy shall not exceed 60 mills, subject to the Gallagher Amendment Adjustment.

**VII. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the Town Manager no

later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

**B. Reporting of Significant Events.**

The annual report shall include information as to any of the following as of December 31<sup>st</sup> of the prior year:

1. Boundary changes made to the District's Boundaries.
2. Intergovernmental agreements with other governmental entities entered into.
3. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town or other governmental entity.
4. The assessed valuation of the District for the current year.
5. Current year budget including a description of the Public Improvements to be constructed in such year.
6. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles, if required by law, or an Audit Exemption.
7. Notice of any uncured events of default by the District under any Debt instrument, which continue beyond a ninety (90) day period.
8. Summary of any litigation where the District is a party (including a list of the parties or anticipated parties, claims or anticipated claims, etc.).

**VIII. DISSOLUTION**

Upon an independent determination of the Town Board of Trustees that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required by the Special District Act and that any ownership, operations, maintenance, repair and replacement obligations for District owned and/or operated Public Improvements have been conveyed to another public entity.

**IX. DISCLOSURE TO PURCHASERS**

In addition to recording the Court Order and Decree forming the District, the District will cause the following to occur:

- A. The District or Developer shall prepare and submit to the Town Administrator for his approval a disclosure notice in substantially the form attached hereto as Exhibit G (the “Disclosure Notice”);
- B. That when the Disclosure Notice is approved by the Town Administrator, the District or Developer shall record the Disclosure Notice in the Garfield County Clerk and Recorder’s Office; and
- C. That the approved Disclosure Notice shall be provided by the Developer, and by its successors and assigns, to each potential End User first purchaser of a residential lot or dwelling unit in the Service Area before that purchaser enters into a written agreement for the purchase and sale of that residential lot or dwelling unit.

**X. INTERGOVERNMENTAL AGREEMENTS**

Upon District formation, the District and Town shall execute an intergovernmental agreement in substantially the form attached hereto as Exhibit E (the “Town IGA”). The District shall not incur any Debt or impose any taxes or Systems Development Fees until its Board has approved and executed the Town IGA. The Town has approved the Town IGA as of the date of approval of the Service Plan and such approval satisfies the condition relating to the Town’s action on the Town IGA concerning the issuance of Debt and imposition or taxes or Systems Development Fees by the District.

**XI. RESOLUTION OF APPROVAL**

A certified copy of the Town Board’s resolution approving this Service Plan shall be attached as Exhibit E prior to filing the Service Plan with the District Court in and for Garfield County, Colorado.

**XII. CONCLUSION**

It is submitted that this Service Plan for the District meets the requirements of the Special District Control Act, §§ 32-1-201, *et seq.*, C.R.S., the applicable requirements of the Colorado Constitution, and those of the Town. It is further submitted that this Service Plan meets the criteria set forth in § 32-1-203(2) and (2.5), C.R.S., establishing that:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the District. The Project is located along the primary transportation corridor on the eastern edge of the Town. The District will provide Public Improvements to service the Project and will provide a sorely needed transportation improvement, all of which will add value to the Project and surrounding properties.

B. The existing service in the area to be served by the District is inadequate for present and projected needs. The current status of the property is undeveloped land. No other public entity, including the Town, is willing to construct and provide the Public Improvements to serve this Project. It is cost prohibitive for the Developer to pass along the costs of public infrastructure installed to last for decades to the first home buyers and property owners. Growth should pay its way over the life of the infrastructure.

C. The District is capable of providing economical and sufficient service to the proposed development within its boundaries. The Capital Cost Estimate and Financial Plan attached as exhibits to the Service Plan demonstrate the District's ability to finance, design, construct and acquire the necessary Public Improvements in an economical and timely fashion for dedication to public entities.

D. The area to be included within the District does have and will have the financial ability to discharge the proposed indebtedness on a reasonable basis. The Financial Plan attached hereto utilizes a conservative approach to estimating the debt capacity of the District and only includes new development.

E. Adequate service is not, or will not be, available to the area through the county or Town or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis. The Town is not willing or able to extend services to this site. The Developer is required to install and dedicate the Roundabout and other Public Improvements under existing agreements.

F. The facility and service standards of the proposed special district are compatible with the facility and service standards of each county within which the proposed special district is to be located and each municipality which is an interested party under section 32-1-204 (1). The facilities and services contemplated in this Service Plan will be designed, constructed, installed and maintained to the standards and requirements of the Town, CDOT and County, as applicable.

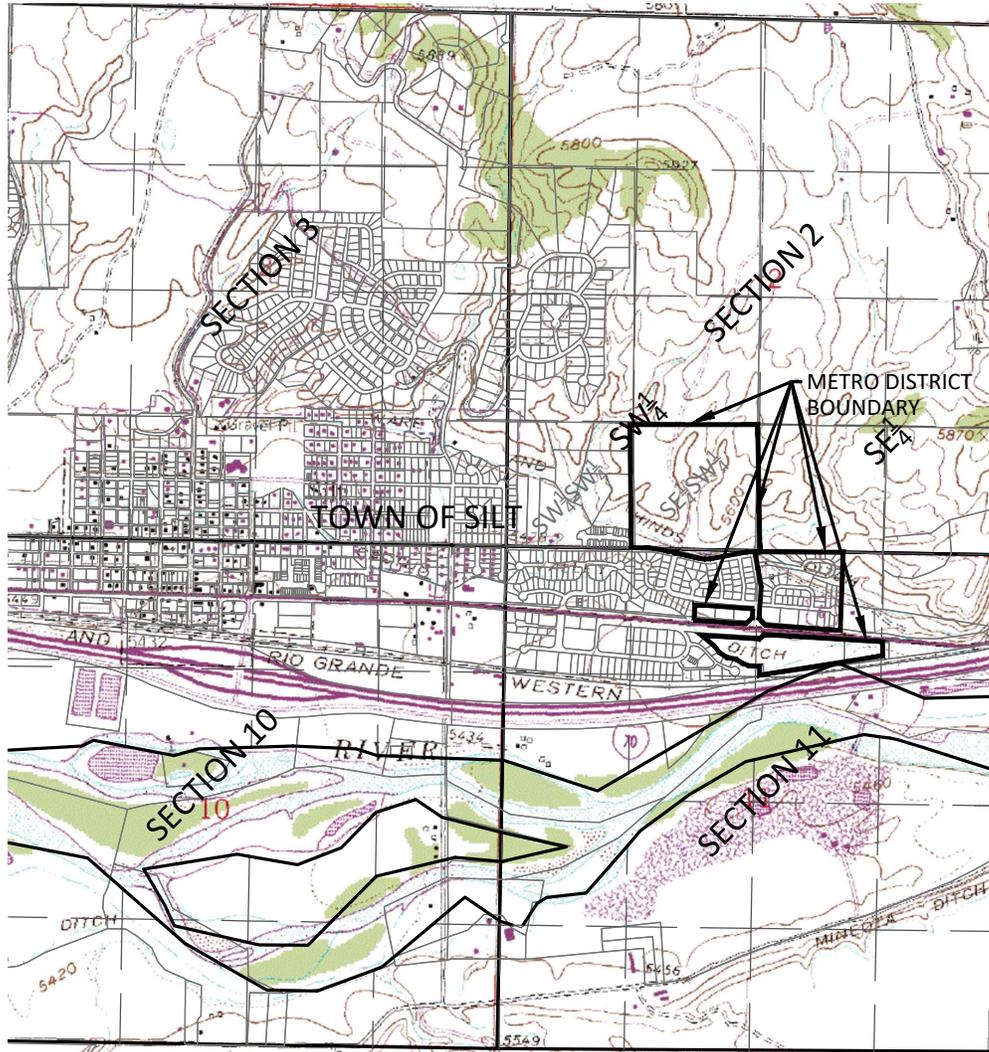
G. The proposal is in substantial compliance with a master plan adopted pursuant to section 30-28-106, C.R.S. The Public Infrastructure described in this Service Plan to be financed by the District is in substantial compliance with the Town's Master Plan as described in the Painted Pastures Annexation and Development Agreements approved, or to be approved, through the Town's land use approval process.

H. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area. The facilities contemplated in this Service Plan to be financed by the District are in substantial compliance with the Town's Water Quality Management Plan approved, or to be approved, through the Town's land use approval process.

I. The creation of the proposed special district will be in the best interests of the area proposed to be served. The District is capable of providing the Public Improvements in an economical and timely fashion to the Development and installation of the Roundabout will benefit the Project, surrounding properties and the Town.

**EXHIBIT A**  
**VICINITY MAP**

METRO DISTRICT VICINITY MAP  
RIVER VALLEY METROPOLITAN DISTRICT  
TOWN OF SILT, STATE OF COLORADO.  
SHEET 1 OF 1



VICINITY MAP  
SCALE: 1"=2000'

**SOPRIS ENGINEERING - LLC**

CIVIL CONSULTANTS  
502 MAIN STREET, SUITE A3  
CARBONDALE, COLORADO 81623  
(970) 704-0311



**EXHIBIT B-1**

**INITIAL DISTRICT BOUNDARY MAP AND LEGAL DESCRIPTION**

**RIVER VALLEY METROPOLITAN DISTRICT (HOMESTEAD AND RIVERVIEW)**

SITUATED IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST, OF THE SIXTH  
PRINCIPAL MERIDIAN, TOWN OF SILT, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 1 OF 2

PROPERTY DESCRIPTION:

**HOMESTEAD**

**PARCEL 1**

TRACT 4000, PAINTED PASTURES SUBDIVISION, ACCORDING TO THE FINAL PLAT MAP THEREOF, RECORDED MAY 15, 2008 AS RECEPTION NO. 748623

CONTAINING 33,718 SQUARE FEET OR 0.774 ACRES, MORE OR LESS

**PARCEL 2**

BLOCKS 1, 2 AND 3, PAINTED PASTURES SUBDIVISION, ACCORDING TO THE AMENDED FINAL PLAT OF MF LOTS 1001-1006, PAINTED PASTURES SUBDIVISION, RECORDED AUGUST 21, 2009 AS RECEPTION NO. 773723

CONTAINING 95,494 SQUARE FEET OR 2.192 ACRES, MORE OR LESS

TOWN OF SILT  
COUNTY OF GARFIELD  
STATE OF COLORADO

**RIVERVIEW**

A PARCEL OF LAND SITUATION IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF SILT, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND BEING LOTS O-S:3001 AND 3002, MF LOTS 1004-1006, LOTS 69-107, ALONG WITH PERLINO LOOP, CREMELLO LANE, E. SABINO LANE, AND E. SABINO COURT, ALL LYING EASTERLY OF THE N. OVERO BOULEVARD RIGHT-OF-WAY, PAINTED PASTURES SUBDIVISION, ACCORDING TO THE FINAL PLAT MAP THEREOF, RECORDED MAY 15, 2008 AS RECEPTION NO. 748623 AND THE AMENDED FINAL PLAT OF MF LOTS 1001-1006, PAINTED PASTURES, RECORDED AUGUST 21, 2009 AS RECEPTION NO. 773723; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 11 (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF S89° 47' 58"E ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 11); SAID POINT ALSO BEING AN ANGLE POINT ON THE NORTHERLY BOUNDARY LINE OF SAID PAINTED PASTURES SUBDIVISION; THENCE S89°47'58"E ALONG SAID NORTH LINE OF THE NE1/4 OF SAID SECTION 11 AND ALONG SAID NORTHERLY BOUNDARY LINE OF SAID PAINTED PASTURES SUBDIVISION A DISTANCE OF 874.06 FEET TO THE NORTHEAST CORNER OF SAID PAINTED PASTURES SUBDIVISION; THENCE LEAVING SAID NORTH LINE OF THE NE1/4 OF SAID SECTION 11, ALONG THE BOUNDARY LINE OF SAID PAINTED PASTURES SUBDIVISION THE FOLLOWING TWO (2) COURSES:

- 1) S02°09'20"W A DISTANCE OF 819.51 FEET TO THE SOUTHEAST CORNER OF SAID PAINTED PASTURES SUBDIVISION;
- 2) N85°57'20"W A DISTANCE OF 793.50 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF N. OVERO BOULEVARD, ACCORDING TO SAID FINAL PLAT OF PAINTED PASTURES, RECORDED MAY 15, 2008 AS RECEPTION NO. 748623; THENCE LEAVING SAID BOUNDARY LINE OF SAID PAINTED PASTURES SUBDIVISION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF N. OVERO BOULEVARD THE FOLLOWING FOUR (4) COURSES:
  - 1) N40°57'20"W A DISTANCE OF 92.01 FEET;
  - 2) N04°02'40"E A DISTANCE OF 287.15 FEET;
  - 3) 83.21 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 14°13'57" (CHORD BEARS N03°04'19"W A DISTANCE OF 83.00 FEET);
  - 4) N10°11'17"W A DISTANCE OF 332.68 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID PAINTED PASTURES SUBDIVISION; SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF THE NW1/4 OF SAID SECTION 11; THENCE ALONG SAID NORTHERLY BOUNDARY LINE AND SAID NORTH LINE S89°46'24"E A DISTANCE OF 51.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 683,872 SQUARE FEET OR 15.700 ACRES, MORE OR LESS

TOWN OF SILT  
COUNTY OF GARFIELD  
STATE OF COLORADO

PROPERTY DESCRIPTION CONTAINING A TOTAL OF 18.666 ACRES, MORE OR LESS.

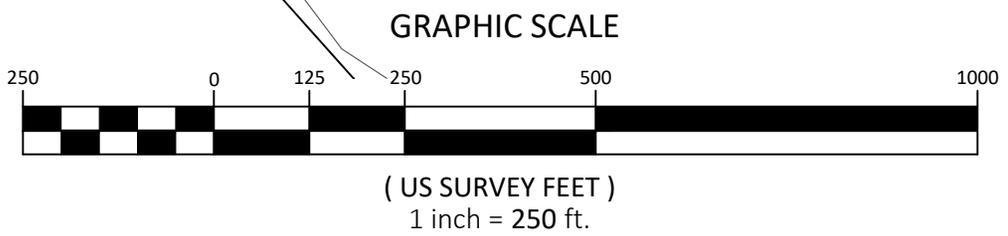
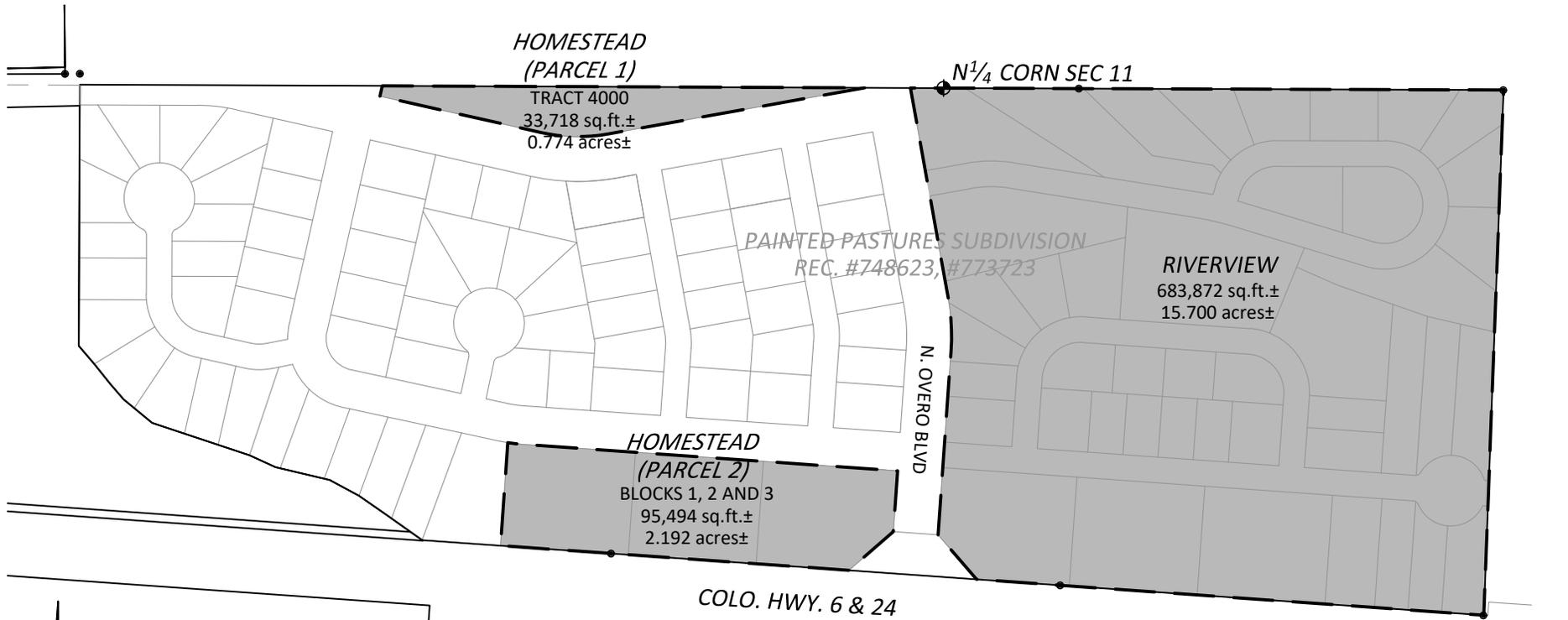
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**SOPRIS ENGINEERING - LLC**  
CIVIL CONSULTANTS  
502 MAIN STREET, SUITE A3  
CARBONDALE, COLORADO 81623  
(970) 704-0311

EXHIBIT B-1:  
**RIVER VALLEY METROPOLITAN DISTRICT (HOMESTEAD AND RIVERVIEW)**

SITUATED IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST, OF THE SIXTH  
PRINCIPAL MERIDIAN, TOWN OF SILT, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 2 OF 2



**SOPRIS ENGINEERING - LLC**  
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 AREA INCLUDED IN METROPOLITAN DISTRICT (SEE SHEET 1 FOR PROPERTY DESCRIPTIONS)

**EXHIBIT B-2**

**INCLUSION AREA BOUNDARY MAP AND LEGAL DESCRIPTION**

**RIVER VALLEY METROPOLITAN DISTRICT (VILLAGE)**

SITUATED IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 1 OF 2

PROPERTY DESCRIPTION:

**VILLAGE**

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING THE SAME AS THAT PROPERTY DESCRIBED IN THOSE DOCUMENTS RECORDED AS RECEPTION NOS. 914118 AND 914119 OF THE GARFIELD COUNTY RECORDS; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°09'56" EAST A DISTANCE OF 1244.66 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF S85°57'20"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 6&24);

THENCE S85°57'20"E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 445.07 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 2 OF SECTION 11; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S00°08'48"W ALONG SAID EAST LINE A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE LEAVING SAID EAST LINE S81°38'38"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 1305.59 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°33'16"E ALONG SAID WEST LINE A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) N87°59'33"W A DISTANCE OF 106.71 FEET;
- 2) N71°24'06"W A DISTANCE OF 66.86 FEET;
- 3) N58°12'07"W A DISTANCE OF 93.99 FEET;
- 4) N78°56'55"W A DISTANCE OF 91.49 FEET;
- 5) N56°49'50"W A DISTANCE OF 97.90 FEET;
- 6) N36°51'32"W A DISTANCE OF 86.40 FEET;
- 7) N49°36'09"W A DISTANCE OF 173.85 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 6&24;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY S85°57'20"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 607.28 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID POINT BEING THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN THAT DEED RECORDED AS RECEPTION NO. 760876 OF THE GARFIELD COUNTY RECORDS; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE BOUNDARY OF SAID RECEPTION NO. 760876 N49°08'56"E A DISTANCE OF 70.84 FEET TO THE NORTHEAST CORNER OF SAID RECEPTION NO. 760876; THENCE LEAVING SAID BOUNDARY OF SAID RECEPTION NO. 760876 AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S85°57'20"E A DISTANCE OF 795.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 488,931 SQUARE FEET OR 11.224 ACRES, MORE OR LESS

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

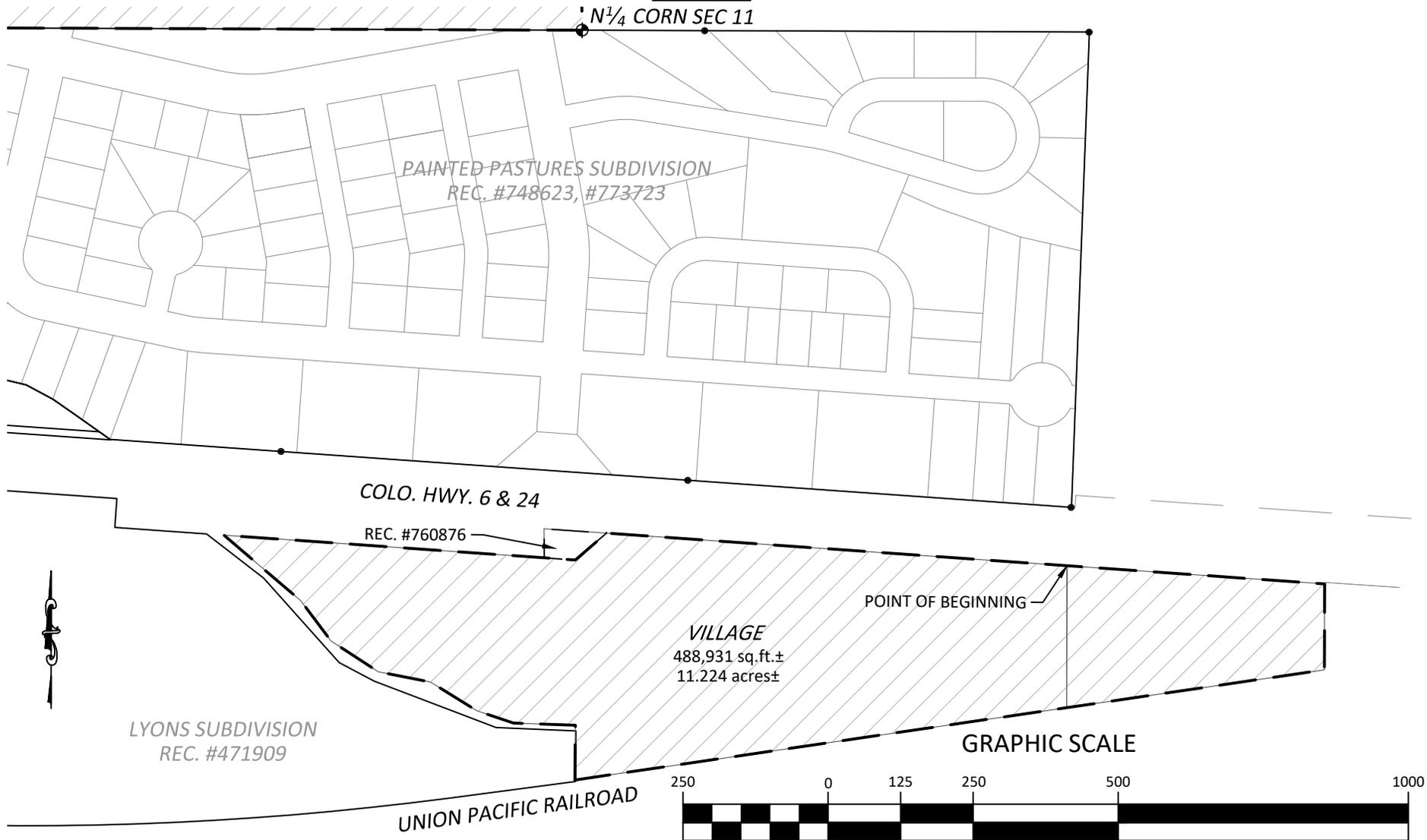
**SOPRIS ENGINEERING - LLC**

CIVIL CONSULTANTS  
502 MAIN STREET, SUITE A3  
CARBONDALE, COLORADO 81623  
(970) 704-0311

EXHIBIT B-2:

**RIVER VALLEY METROPOLITAN DISTRICT (VILLAGE)**

SITUATED IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST, OF THE SIXTH  
PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO  
SHEET 2 OF 2



LYONS SUBDIVISION  
REC. #471909

COLO. HWY. 6 & 24

REC. #760876

POINT OF BEGINNING

VILLAGE  
488,931 sq. ft. ±  
11.224 acres ±

GRAPHIC SCALE



( US SURVEY FEET )

1 inch = 250 ft.

 AREA INCLUDED IN METROPOLITAN DISTRICT  
(SEE SHEET 1 FOR PROPERTY DESCRIPTION)

NOTICE: ACCORDING TO COLORADO LAW YOU MUST  
COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN  
THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER  
SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON  
ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN  
YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**SOPRIS ENGINEERING - LLC**

CIVIL CONSULTANTS  
502 MAIN STREET, SUITE A3  
CARBONDALE, COLORADO 81623  
(970) 704-0311

EXHIBIT B-2:

**RIVER VALLEY METROPOLITAN DISTRICT (HIGHLANDS)**

SITUATED IN SE $\frac{1}{4}$  SW $\frac{1}{4}$  AND SW $\frac{1}{4}$  SW $\frac{1}{4}$  SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST,  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO  
SHEET 1 OF 2

PROPERTY DESCRIPTION:

**HIGHLANDS**

A PARCEL OF LAND BEING ALL OF THE SE $\frac{1}{4}$  SW $\frac{1}{4}$  AND A PORTION OF THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN; SAID PARCEL BEING THE SAME AS THAT PROPERTY DESCRIBED IN THAT DOCUMENT RECORDED AS RECEPTION NO. 722562 OF THE GARFIELD COUNTY RECORDS; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF S 89°46'24" E ALONG THE SOUTH LINE OF SAID SE $\frac{1}{4}$  SW $\frac{1}{4}$  SECTION 2);

THENCE N89°46'24"W ALONG THE SOUTH LINE OF THE SE $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 2 A DISTANCE OF 1348.07 FEET TO THE W $\frac{1}{16}$  CORNER OF SAID SECTION 2; THENCE LEAVING SAID SOUTH LINE N00°12'48"E ALONG THE WEST LINE OF SAID SE $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 2 A DISTANCE OF 16.81 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 218; THENCE LEAVING SAID WEST LINE S89°48'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 23.15 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN THAT DEED RECORDED AS RECEPTION NO. 270566; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°32'39"W ALONG THE EASTERLY BOUNDARY LINE OF SAID RECEPTION NO. 270566 AND ALONG A FENCE LINE A DISTANCE OF 191.16 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE AND CONTINUING ALONG SAID FENCE LINE THE FOLLOWING THREE (3) COURSES:

- 1) N00°32'39"W A DISTANCE OF 70.84 FEET;
- 2) N00°25'46"W A DISTANCE OF 121.57 FEET;
- 3) N00°12'36"W A DISTANCE OF 521.55 FEET;

THENCE ALONG SAID FENCE LINE AND FENCE LINE EXTENDED N00°14'03"W A DISTANCE OF 409.62 FEET TO A POINT ON THE NORTH LINE OF THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SAID SECTION 2; THENCE LEAVING SAID FENCE LINE EXTENDED S89°53'49"E ALONG SAID NORTH LINE OF SAID SW $\frac{1}{4}$  SW $\frac{1}{4}$  A DISTANCE OF 14.05 FEET TO THE NORTHEAST CORNER OF SAID SW $\frac{1}{4}$  SW $\frac{1}{4}$ ; THENCE LEAVING SAID NORTH LINE OF SAID SW $\frac{1}{4}$  SW $\frac{1}{4}$  S89°57'00"E ALONG THE NORTH LINE OF SAID SE $\frac{1}{4}$  SW $\frac{1}{4}$  OF SAID SECTION 2 A DISTANCE OF 1341.46 FEET TO THE NORTHEAST CORNER OF SAID SE $\frac{1}{4}$  SW $\frac{1}{4}$ ; THENCE LEAVING SAID NORTH LINE OF SAID SE $\frac{1}{4}$  SW $\frac{1}{4}$  S00°58'13"E ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$  SW $\frac{1}{4}$  A DISTANCE OF 1335.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,818,332 SQUARE FEET OR 41.743 ACRES, MORE OR LESS.

COUNTY OF GARFIELD  
STATE OF COLORADO

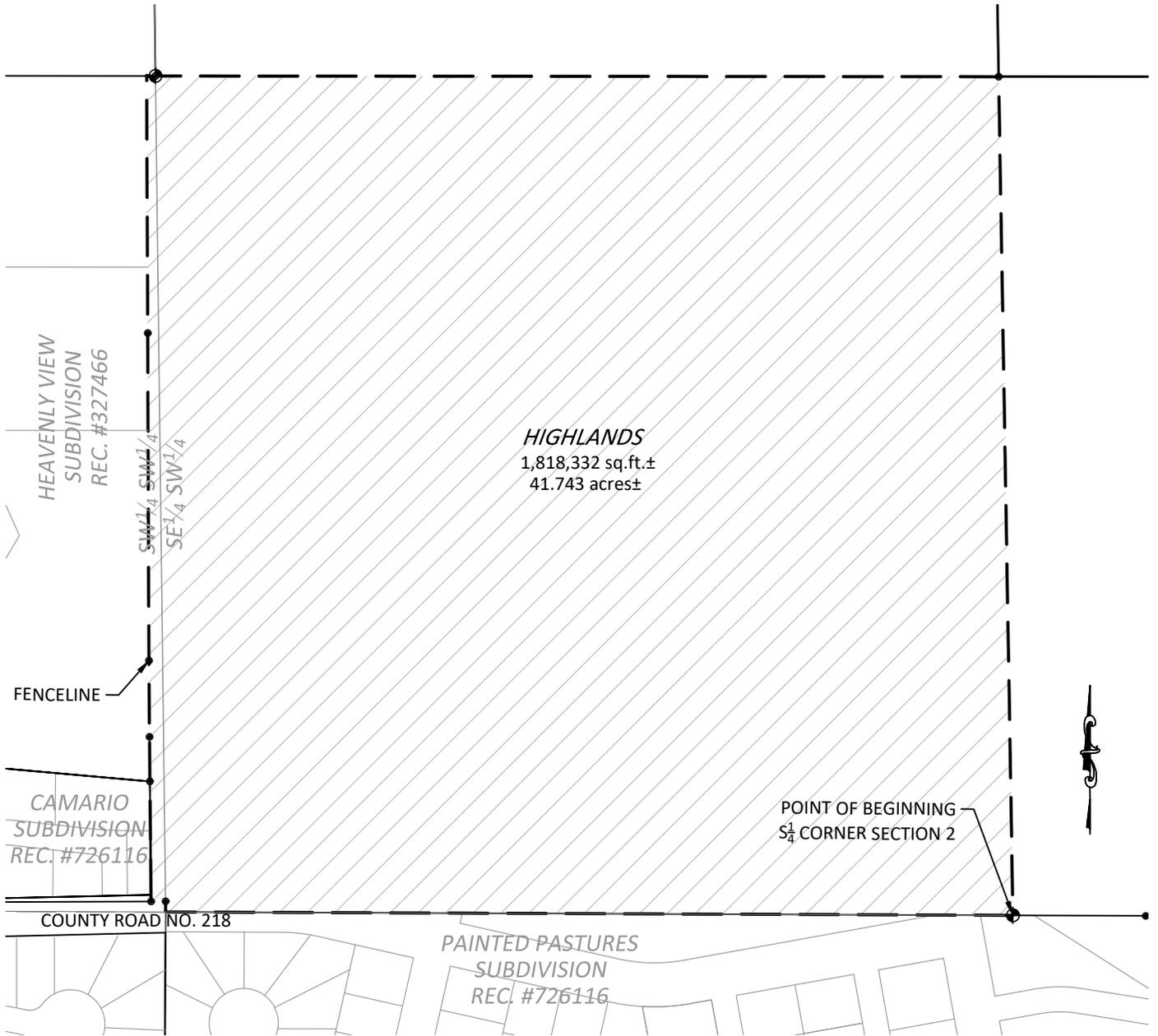
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**SOPRIS ENGINEERING - LLC**  
CIVIL CONSULTANTS  
502 MAIN STREET, SUITE A3  
CARBONDALE, COLORADO 81623  
(970) 704-0311

EXHIBIT B-2:

# RIVER VALLEY METROPOLITAN DISTRICT (HIGHLANDS)

SITUATED IN SE $\frac{1}{4}$  SW $\frac{1}{4}$  AND SW $\frac{1}{4}$  SW $\frac{1}{4}$  SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST,  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO  
SHEET 2 OF 2



### GRAPHIC SCALE



 AREA INCLUDED IN METROPOLITAN DISTRICT (US SURVEY FEET)  
(SEE SHEET 1 FOR PROPERTY DESCRIPTION) 1 inch = 250 ft.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

### SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS  
502 MAIN STREET, SUITE A3  
CARBONDALE, COLORADO 81623  
(970) 704-0311

**EXHIBIT C**

**CAPITAL COST DESCRIPTION AND ESTIMATE**

January 2, 2020

River Valley  
Metropolitan District  
Service Plan  
Town of Silt, Colorado

Joan Fritsche  
Fritsche Law LLC  
1888 Sherman Street Suite 200  
Denver, CO 80203

Dear Joan,

In the attached exhibits C1 through C4 please find the associated cost estimates for the upcoming phase of the project. Below is a short description of each exhibit and phase:

C1 – Estimate includes the work necessary to complete the roundabout from earthwork to final landscaping at the intersection of HWY 6 and N. Overo Blvd.

C2 - Estimate for the proposed RiverView subdivision road which accesses the 10 single family lots on the northern portion of the property. This work includes the road construction, sewer, water, irrigation lighting, and storm lines to access the lots and serve the properties that will all be public improvements.

C3 – Estimate for the all the public infrastructure to serve the Highlands property which includes the roads, sewer, water, irrigation, lighting and storm lines.

C4 – Estimate for the entire public infrastructure to serve the Village property. Currently the proposal is to have all the streets and parking as private but all the sewer and water will be dedicated to the Town once complete. This estimate also includes a right in right out access off of HWY 6 to the far eastern portion of the Village property.

For all locations of described phases/portions of Painted Pastures please refer to the Metro District Boundary Map.

Below is a summary table for the associated cost estimates C1-C4:

| Cost Summary For River Valley Metropolitan District |             |                 |
|-----------------------------------------------------|-------------|-----------------|
| Exhibit                                             | Description | Cost            |
| C1                                                  | Roundabout  | \$ 1,747,272.42 |
| C2                                                  | RiverView   | \$ 665,756.09   |
| C3                                                  | Highlands   | \$ 2,944,674.97 |
| C4                                                  | Village     | \$ 683,230.67   |
| Total                                               |             | \$ 6,040,934.15 |

If you have any further questions please feel free to reach out to myself or Yancy Nichol at our office with any questions.

Thank you,



Colby Christoff, PE  
Project Manager

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**SOPRIS ENGINEERING • LLC**

civil consultants

RIVER VALLEY METROPOLITAN DISTRICT-ROUNDOABOUT COST ESTIMATE

SE Job # 15200  
December 23, 2019

**EXHIBIT C1**

| ITEM                | NATURE OF WORK  | QUANTITY | UNIT   | UNIT COST                     | ITEM JOB            |
|---------------------|-----------------|----------|--------|-------------------------------|---------------------|
| <b>OVERALL SITE</b> |                 |          |        |                               |                     |
| M1                  | MOBILIZATION    |          | JOB LS | \$ 66,000.00                  | \$ 66,000.00        |
| M2                  | TRAFFIC CONTROL |          | JOB LS | \$ 30,000.00                  | \$ 30,000.00        |
|                     |                 |          |        | <b>SUBTOTAL OVERALL SITE=</b> | <b>\$ 96,000.00</b> |

|                   |                                                        |       |        |                       |                     |
|-------------------|--------------------------------------------------------|-------|--------|-----------------------|---------------------|
| <b>DEMOLITION</b> |                                                        |       |        |                       |                     |
| D1                | REMOVE EXISTING CULVERT                                | 100   | LF     | \$ 17.50              | \$ 1,750.00         |
| D2                | SAWCUT EXISTING ASPHALT 2' MIN                         | 341   | LF     | \$ 3.00               | \$ 1,023.84         |
| D3                | REMOVE EXISTING EDGE LINE PAVEMENT MARKING BY GRINDING | 264   | LF     | \$ 3.85               | \$ 1,016.21         |
| D5                | REMOVE EXISTING SOUTH ACCESS                           |       | JOB LS | \$ 2,000.00           | \$ 2,000.00         |
| D6                | REMOVE EXISTING FENCE                                  | 350   | LF     | \$ 2.00               | \$ 700.00           |
| D7                | REMOVE MONUMENT & RETURN TO CDOT                       | 1     | EACH   | \$ 100.00             | \$ 100.00           |
| R8                | REMOVE EXISTING ASPHALT & BASE COARSE                  | 1,271 | SY     | \$ 9.00               | \$ 11,443.02        |
| D8                | REMOVE TREE                                            | 3     | EACH   | \$ 400.00             | \$ 1,200.00         |
| D9                | REMOVE & SALAVGE SIGNS                                 | 4     | EACH   | \$ 100.00             | \$ 400.00           |
|                   |                                                        |       |        | <b>SUBTOTAL DEMO=</b> | <b>\$ 19,633.07</b> |

|                         |                                  |     |        |                         |                      |
|-------------------------|----------------------------------|-----|--------|-------------------------|----------------------|
| <b>TEMPORARY BYPASS</b> |                                  |     |        |                         |                      |
| B1                      | CLEAR AND GRUB AND STRIP TOPSOIL |     | JOB LS | \$ 5,000.00             | \$ 5,000.00          |
| B2                      | EXCAVATION                       |     | JOB LS | \$ 15,000.00            | \$ 15,000.00         |
| B3                      | 3" ASPHALT FOR TEMPORARY BYPASS  | 636 | TONS   | \$ 100.00               | \$ 63,593.93         |
| B4                      | 6" CLASS 6                       | 772 | CY     | \$ 60.00                | \$ 46,318.18         |
| B5                      | TEMPORARY 30" CMP                | 40  | LF     | \$ 40.00                | \$ 1,600.00          |
| B6                      | 18" CMP                          | 50  | LF     | \$ 55.00                | \$ 2,750.00          |
| B7                      | 30" CMP EXTENSION                | 20  | LF     | \$ 80.00                | \$ 1,600.00          |
| B8                      | ROAD CLOSED BARRICADES           | 3   | EACH   | \$ 1,000.00             | \$ 3,000.00          |
| B9                      | EROSION CONTROL LOGS             | 90  | LF     | \$ 10.00                | \$ 900.00            |
| B10                     | 18" DITCH LINED WITH NAG SC-350  | 934 | LF     | \$ 15.00                | \$ 14,010.00         |
|                         |                                  |     |        | <b>SUBTOTAL BYPASS=</b> | <b>\$ 153,772.11</b> |

|             |                                               |       |        |                       |                      |
|-------------|-----------------------------------------------|-------|--------|-----------------------|----------------------|
| <b>SITE</b> |                                               |       |        |                       |                      |
| S1          | CLEAR AND GRUB AND STRIP TOPSOIL              |       | JOB LS | \$ 5,000.00           | \$ 5,000.00          |
| S2          | POTHOLING                                     | 4     | EACH   | \$ 500.00             | \$ 2,000.00          |
| S3          | STRUCTURAL IMPORT                             | 9,000 | CY     | \$ 35.00              | \$ 315,000.00        |
| S4          | TYPE 3A W/ TEMP. JERSEY BARRIER RAMPS         | 4     | EACH   | \$ 1,200.00           | \$ 4,800.00          |
| S5          | ROSE COLORED TRUNCATED DOME                   | 16    | EACH   | \$ 500.00             | \$ 8,000.00          |
| S6          | INSTALL TYPE 4 SURVEY MONUMENTS PER M-629-1   | 6     | EACH   | \$ 300.00             | \$ 1,800.00          |
| S7          | JERSEY BARRIERS                               | 4     | EACH   | \$ 45.00              | \$ 180.00            |
| S8          | CURB RAMPS TYPE 2A                            | 16    | EACH   | \$ 750.00             | \$ 12,000.00         |
| S9          | 8" THICK ROSE COLORED CONCRETE WALKWAYS       | 136   | SY     | \$ 110.00             | \$ 14,969.53         |
| S10         | 8" THICK TRUCK APRON OF ROSE COLORED CONCRETE | 469   | SY     | \$ 110.00             | \$ 51,557.86         |
| S11         | 8" THICK CONCRETE ROUNDOABOUT                 | 1,057 | SY     | \$ 100.00             | \$ 105,716.11        |
| S12         | 5" NEW ASPHALT                                | 369   | TONS   | \$ 120.00             | \$ 44,335.04         |
| S13         | 2" ASPHALT OVERLAY                            | 36    | TONS   | \$ 120.00             | \$ 4,300.53          |
| S14         | CURB & GUTTER TYPE 2-IB                       | 410   | LF     | \$ 32.00              | \$ 13,120.00         |
| S15         | CURB & GUTTER TYPE 2-IM                       | 761   | LF     | \$ 32.00              | \$ 24,352.00         |
| S16         | CURB & GUTTER TYPE 2-IIB                      | 1,003 | LF     | \$ 40.00              | \$ 40,120.00         |
| S17         | 2' TAPER NOSE                                 | 7     | EACH   | \$ 1,200.00           | \$ 8,400.00          |
| S18         | CLASS 6 ABC                                   | 252   | CY     | \$ 70.00              | \$ 17,623.23         |
| S19         | TRAFFIC SIGNS                                 | 44    | EACH   | \$ 400.00             | \$ 17,600.00         |
| S20         | STRIPING                                      | 1,119 | LF     | \$ 2.50               | \$ 2,798.43          |
|             |                                               |       |        | <b>SUBTOTAL SITE=</b> | <b>\$ 693,672.73</b> |

|                |                         |         |      |                          |                     |
|----------------|-------------------------|---------|------|--------------------------|---------------------|
| <b>GRADING</b> |                         |         |      |                          |                     |
| G1             | CHASE DRAIN & DRAIN PAN | 3.0     | EACH | \$ 3,000.00              | \$ 9,000.00         |
| G2             | SEDIMENT CONTROL LOG    | 1,100.0 | LF   | \$ 5.00                  | \$ 5,500.00         |
|                |                         |         |      | <b>SUBTOTAL GRADING=</b> | <b>\$ 14,500.00</b> |

|                |                                                 |     |      |                          |                     |
|----------------|-------------------------------------------------|-----|------|--------------------------|---------------------|
| <b>UTILITY</b> |                                                 |     |      |                          |                     |
| U1             | UTILITY TRENCHING AND CONDUIT INSTALLATION - 4" | 700 | LF   | \$ 16.50                 | \$ 11,550.00        |
| U5             | 10" IRRIGATION CONDUIT                          | 100 | LF   | \$ 55.00                 | \$ 5,500.00         |
| U6             | GAS LINE LOWERING                               | 700 | LF   | \$ 12.00                 | \$ 8,400.00         |
| U7             | GAS COMPANY OVERSIGHT FEE                       | 1   | JOB  | \$ 12,000.00             | \$ 12,000.00        |
| U8             | STREET LIGHT AND POLE                           | 4   | EACH | \$ 3,000.00              | \$ 12,000.00        |
|                |                                                 |     |      | <b>SUBTOTAL UTILITY=</b> | <b>\$ 49,450.00</b> |

|              |                                       |     |      |                        |                      |
|--------------|---------------------------------------|-----|------|------------------------|----------------------|
| <b>TRAIL</b> |                                       |     |      |                        |                      |
| T1           | BOULDER WALL 6" MAX (2' MIN BOULDERS) | 100 | LF   | \$ 350.00              | \$ 35,000.00         |
| T2           | RELOCATE DITCH DRAIN                  | 1   | EACH | \$ 1,000.00            | \$ 1,000.00          |
| T3           | 18" CMP                               | 145 | LF   | \$ 100.00              | \$ 14,498.00         |
| T4           | 3" CLASS SX ASPHALT                   | 255 | TONS | \$ 140.00              | \$ 35,689.63         |
| T5           | 6" CLASS 6 ABC                        | 255 | CY   | \$ 70.00               | \$ 17,844.81         |
|              |                                       |     |      | <b>SUBTOTAL TRAIL=</b> | <b>\$ 104,032.44</b> |

|                    |                            |   |    |                                 |                      |
|--------------------|----------------------------|---|----|---------------------------------|----------------------|
| <b>LANDSCAPING</b> |                            |   |    |                                 |                      |
| L1                 | LANDSCAPING AND IRRIGATION | 1 | LS | \$ 30,000.00                    | \$ 150,000.00        |
|                    |                            |   |    | <b>SUBTOTAL LANDSCAPE FEES=</b> | <b>\$ 150,000.00</b> |

|                   |                                                         |   |    |                             |                      |
|-------------------|---------------------------------------------------------|---|----|-----------------------------|----------------------|
| <b>CIVIL FEES</b> |                                                         |   |    |                             |                      |
| C1                | SURVEY, CONSTRUCTION OBSERVATION, TESTING AND AS-BUILTS | 1 | LS | \$ 90,000.00                | \$ 100,000.00        |
|                   |                                                         |   |    | <b>SUBTOTAL CIVIL FEES=</b> | <b>\$ 100,000.00</b> |

|                    |                   |   |    |                             |                     |
|--------------------|-------------------|---|----|-----------------------------|---------------------|
| <b>DESIGN FEES</b> |                   |   |    |                             |                     |
| FD1                | FINAL DESIGN FEES | 1 | LS | \$ 60,000.00                | \$ 75,000.00        |
|                    |                   |   |    | <b>SUBTOTAL CIVIL FEES=</b> | <b>\$ 75,000.00</b> |

|                 |                     |
|-----------------|---------------------|
| SUB TOTAL       | 1,456,060.35        |
| 20% CONTINGENCY | 291,212.07          |
| <b>TOTAL</b>    | <b>1,747,272.42</b> |

Note: This opinion of probable cost was prepared for budget purposes only.  
Sopris Engineering, LLC. cannot be held responsible for variances from this estimate as actual cost may vary due to bid and market fluctuations.

**EXHIBIT C2**

| ITEM                                   | NATURE OF WORK                                                                           | QUANTITY | UNIT | UNIT COST    | ITEM JOB             |
|----------------------------------------|------------------------------------------------------------------------------------------|----------|------|--------------|----------------------|
| <b>OVERALL SITE</b>                    |                                                                                          |          |      |              |                      |
| 1.00                                   | Mobilization                                                                             | 1        | LS   | \$ 30,000.00 | \$ 30,000.00         |
| 1.01                                   | Traffic Control                                                                          | 1        | LS   | \$ 1,000.00  | \$ 1,000.00          |
| <b>Subtotal Overall Site</b>           |                                                                                          |          |      |              | <b>\$ 31,000.00</b>  |
| <b>SITE PREP</b>                       |                                                                                          |          |      |              |                      |
| 2.00                                   | Strip and Remove and Stockpile Topsoil                                                   | 1        | LS   | \$ 1,899.33  | \$ 1,899.33          |
| 2.01                                   | Clearing and Grubbing                                                                    | 1        | LS   | \$ 5,000.00  | \$ 5,000.00          |
| 2.02                                   | Import / Export of Material                                                              | 3026     | CY   | \$ 8.00      | \$ 24,208.00         |
| <b>Subtotal Site Prep</b>              |                                                                                          |          |      |              | <b>\$ 31,107.33</b>  |
| <b>ROADWAY / INFRASTRUCTURE</b>        |                                                                                          |          |      |              |                      |
| 3.00                                   | Asphalt (assumed 4" thick, 26' wide)                                                     | 924      | LF   | \$ 64.20     | \$ 59,318.52         |
| 3.01                                   | Class 6 (8" thick under asphalt and curb, 29' road FL - FL plus 6" outside of curb)      | 924      | LF   | \$ 29.63     | \$ 27,377.78         |
| 3.02                                   | 6" vertical curb with 18" gutter and 4" mountable curb on opposite side                  | 1848     | LF   | \$ 32.00     | \$ 59,136.00         |
| 3.03                                   | 6' wide 6" thick Concrete Sidewalk (one side only since RiverView is single loaded)      | 924      | LF   | \$ 54.00     | \$ 49,896.00         |
| 3.04                                   | Class 6 (assume 4" under sidewalk 6" wider than sidewalk each side)                      | 924      | LF   | \$ 5.19      | \$ 4,791.11          |
| 3.05                                   | 8" Water Main (including valves, hydrants, connections, trenching, bedding and backfill) | 924      | LF   | \$ 70.00     | \$ 64,680.00         |
| 3.06                                   | 8" Sewer Main (including manholes, connections, trenching, bedding and backfill)         | 924      | LF   | \$ 80.00     | \$ 73,920.00         |
| 3.07                                   | 18" Storm Sewer (including pipe, connections, trenching, bedding and backfill)           | 924      | LF   | \$ 30.00     | \$ 27,720.00         |
| 3.08                                   | Storm Manholes (assume 1 per every 400')                                                 | 2        | EA   | \$ 3,500.00  | \$ 7,000.00          |
| 3.09                                   | Storm Inlets (assume 2 per every 500')                                                   | 5        | EA   | \$ 2,500.00  | \$ 12,500.00         |
| 3.10                                   | Storm water detention facility                                                           | 1        | EA   | \$ 10,000.00 | \$ 10,000.00         |
| 3.11                                   | Town of Silt Irrigation Main/System                                                      | 925      | LF   | \$ 42.00     | \$ 38,850.00         |
| 3.12                                   | Street Lighting                                                                          | 1        | LS   | \$ 10,000.00 | \$ 10,000.00         |
| <b>Subtotal Roadway/Infrastructure</b> |                                                                                          |          |      |              | <b>\$ 445,189.41</b> |
| <b>ADDITIONAL FEES</b>                 |                                                                                          |          |      |              |                      |
| 4.00                                   | Town Permit Fees                                                                         | 1        | LS   | \$ 3,500.00  | \$ 3,500.00          |
| <b>Subtotal Additional Fees</b>        |                                                                                          |          |      |              | <b>\$ 3,500.00</b>   |
| <b>LANDSCAPING</b>                     |                                                                                          |          |      |              |                      |
| 5.00                                   | Site landscaping                                                                         | 1        | LS   | \$ 8,000.00  | \$ 8,000.00          |
| <b>Subtotal Landscaping</b>            |                                                                                          |          |      |              | <b>\$ 8,000.00</b>   |
| <b>DESIGN FEES</b>                     |                                                                                          |          |      |              |                      |
| 6.00                                   | Civil Design                                                                             | 1        | LS   | \$ 15,000.00 | \$ 15,000.00         |
| 6.01                                   | Landscape Design                                                                         | 1        | LS   | \$ 2,500.00  | \$ 2,500.00          |
| <b>Subtotal Design Fees</b>            |                                                                                          |          |      |              | <b>\$ 17,500.00</b>  |
| <b>CONSTRUCTION FEES</b>               |                                                                                          |          |      |              |                      |
| 7.00                                   | Construction Surveying                                                                   | 1        | LS   | \$ 6,000.00  | \$ 6,000.00          |
| 7.01                                   | Construction Materials Testing                                                           | 1        | LS   | \$ 4,500.00  | \$ 4,500.00          |
| 7.02                                   | Construction Observation / Administration                                                | 1        | LS   | \$ 8,000.00  | \$ 8,000.00          |
| <b>Subtotal Construction Fees</b>      |                                                                                          |          |      |              | <b>\$ 18,500.00</b>  |
| <b>Subtotal</b>                        |                                                                                          |          |      |              | <b>\$ 554,796.74</b> |
| <b>20% Contingency</b>                 |                                                                                          |          |      |              | <b>\$ 110,959.35</b> |
| <b>Total</b>                           |                                                                                          |          |      |              | <b>\$ 665,756.09</b> |

**EXHIBIT C3**

| ITEM                            | NATURE OF WORK                                                                           | QUANTITY | UNIT | UNIT COST     | ITEM JOB                               |                        |
|---------------------------------|------------------------------------------------------------------------------------------|----------|------|---------------|----------------------------------------|------------------------|
| <b>OVERALL SITE</b>             |                                                                                          |          |      |               |                                        |                        |
| 1.00                            | Mobilization                                                                             | 1        | LS   | \$ 124,000.00 | \$ 124,000.00                          |                        |
| 1.01                            | Traffic Control                                                                          | 1        | LS   | \$ 2,000.00   | \$ 2,000.00                            |                        |
|                                 |                                                                                          |          |      |               | <b>Subtotal Overall Site</b>           | <b>\$ 126,000.00</b>   |
| <b>SITE PREP</b>                |                                                                                          |          |      |               |                                        |                        |
| 2.00                            | Strip and Remove and Stockpile Topsoil                                                   | 1        | LS   | \$ 7,024.14   | \$ 7,024.14                            |                        |
| 2.01                            | Clearing and Grubbing                                                                    | 1        | LS   | \$ 10,000.00  | \$ 10,000.00                           |                        |
| 2.02                            | Import / Export of Material                                                              | 21337    | CY   | \$ 8.00       | \$ 170,696.00                          |                        |
|                                 |                                                                                          |          |      |               | <b>Subtotal Site Prep</b>              | <b>\$ 187,720.14</b>   |
| <b>ROADWAY / INFRASTRUCTURE</b> |                                                                                          |          |      |               |                                        |                        |
| 3.00                            | Asphalt (assumed 4" thick, 26' wide)                                                     | 3417.15  | LF   | \$ 64.20      | \$ 219,372.59                          |                        |
| 3.01                            | Class 6 (8" thick under asphalt and curb, 29' road FL - FL plus 6" outside of curb)      | 3417.15  | LF   | \$ 29.63      | \$ 101,248.89                          |                        |
| 3.02                            | 6" vertical curb with 18" gutter and 4" mountable curb on opposite side                  | 6834.3   | LF   | \$ 32.00      | \$ 218,697.60                          |                        |
| 3.03                            | 6' wide 4" thick Concrete Sidewalk (both sides of road)                                  | 3417.15  | LF   | \$ 108.00     | \$ 369,052.20                          |                        |
| 3.04                            | Class 6 (assume 6" under sidewalk 6" wider than sidewalk each side)                      | 3417.15  | LF   | \$ 9.63       | \$ 32,905.89                           |                        |
| 3.05                            | 8" Water Main (including valves, hydrants, connections, trenching, bedding and backfill) | 3417.15  | LF   | \$ 70.00      | \$ 239,200.50                          |                        |
| 3.06                            | 8" Sewer Main (including manholes, connections, trenching, bedding and backfill)         | 3417.15  | LF   | \$ 80.00      | \$ 273,372.00                          |                        |
| 3.07                            | 18" Storm Sewer (including pipe, connections, trenching, bedding and backfill)           | 3417.15  | LF   | \$ 40.00      | \$ 136,686.00                          |                        |
| 3.08                            | Storm Manholes (assume 1 per every 400')                                                 | 8.5      | EA   | \$ 3,500.00   | \$ 29,750.00                           |                        |
| 3.09                            | Storm Inlets (assume 2 per every 500')                                                   | 13.7     | EA   | \$ 2,500.00   | \$ 34,250.00                           |                        |
| 3.10                            | Storm water detention facility                                                           | 2        | EA   | \$ 10,000.00  | \$ 20,000.00                           |                        |
| 3.10                            | Town of Silt Irrigation Main                                                             | 4920     | LF   | \$ 42.00      | \$ 206,640.00                          |                        |
| 3.11                            | Town of Silt Irrigation Tank                                                             | 1        | LS   | \$ 100,000.00 | \$ 100,000.00                          |                        |
| 3.11                            | Street Lighting                                                                          | 1        | LS   | \$ 10,000.00  | \$ 10,000.00                           |                        |
|                                 |                                                                                          |          |      |               | <b>Subtotal Roadway/Infrastructure</b> | <b>\$ 1,991,175.67</b> |
| <b>ADDITIONAL FEES</b>          |                                                                                          |          |      |               |                                        |                        |
| 4.00                            | Town Permit Fees                                                                         | 1        | LS   | \$ 10,000.00  | \$ 10,000.00                           |                        |
|                                 |                                                                                          |          |      |               | <b>Subtotal Additional Fees</b>        | <b>\$ 10,000.00</b>    |
| <b>LANDSCAPING</b>              |                                                                                          |          |      |               |                                        |                        |
| 5.00                            | Site landscaping                                                                         | 1        | LS   | \$ 25,000.00  | \$ 25,000.00                           |                        |
|                                 |                                                                                          |          |      |               | <b>Subtotal Landscaping</b>            | <b>\$ 25,000.00</b>    |
| <b>DESIGN FEES</b>              |                                                                                          |          |      |               |                                        |                        |
| 6.00                            | Civil Design                                                                             | 1        | LS   | \$ 45,000.00  | \$ 45,000.00                           |                        |
| 6.01                            | Geotechnical Soils Report                                                                | 1        | LS   | \$ 7,000.00   | \$ 7,000.00                            |                        |
| 6.01                            | Landscape Design                                                                         | 1        | LS   | \$ 6,000.00   | \$ 6,000.00                            |                        |
|                                 |                                                                                          |          |      |               | <b>Subtotal Design Fees</b>            | <b>\$ 58,000.00</b>    |
| <b>CONSTRUCTION FEES</b>        |                                                                                          |          |      |               |                                        |                        |
| 7.00                            | Construction Surveying                                                                   | 1        | LS   | \$ 16,000.00  | \$ 16,000.00                           |                        |
| 7.01                            | Construction Materials Testing                                                           | 1        | LS   | \$ 10,000.00  | \$ 10,000.00                           |                        |
| 7.02                            | Construction Observation / Administration                                                | 1        | LS   | \$ 30,000.00  | \$ 30,000.00                           |                        |
|                                 |                                                                                          |          |      |               | <b>Subtotal Construction Fees</b>      | <b>\$ 56,000.00</b>    |
|                                 |                                                                                          |          |      |               | <b>Subtotal</b>                        | <b>\$ 2,453,895.81</b> |
|                                 |                                                                                          |          |      |               | <b>20% Contingency</b>                 | <b>\$ 490,779.16</b>   |
|                                 |                                                                                          |          |      |               | <b>Total</b>                           | <b>\$ 2,944,674.97</b> |

**EXHIBIT C4**

| ITEM                                   | NATURE OF WORK                                                          | QUANTITY | UNIT | UNIT COST    | ITEM JOB             |
|----------------------------------------|-------------------------------------------------------------------------|----------|------|--------------|----------------------|
| <b>OVERALL SITE</b>                    |                                                                         |          |      |              |                      |
| 1.00                                   | Mobilization                                                            | 1        | LS   | \$ 21,000.00 | \$ 21,000.00         |
| 1.01                                   | Traffic Control                                                         | 1        | LS   | \$ 15,000.00 | \$ 15,000.00         |
| <b>Subtotal Overall Site</b>           |                                                                         |          |      |              | <b>\$ 36,000.00</b>  |
| <b>SITE PREP</b>                       |                                                                         |          |      |              |                      |
| 2.00                                   | Strip and Remove and Stockpile Topsoil                                  | 1        | LS   | \$ 3,000.00  | \$ 3,000.00          |
| 2.01                                   | Clearing and Grubbing                                                   | 1        | LS   | \$ 5,000.00  | \$ 5,000.00          |
| 2.02                                   | Import / Export of Material                                             | 300      | CY   | \$ 8.00      | \$ 2,400.00          |
| <b>Subtotal Site Prep</b>              |                                                                         |          |      |              | <b>\$ 10,400.00</b>  |
| <b>ROADWAY / INFASTRUCTURE</b>         |                                                                         |          |      |              |                      |
| 3.00                                   | Asphalt (assumed 4" thick)                                              | 28.22    | TONS | \$ 120.00    | \$ 3,386.67          |
| 3.01                                   | Asphalt (assumed 6" thick HWY 6 patch)                                  | 2.74     | TONS | \$ 120.00    | \$ 328.89            |
| 3.02                                   | Asphalt Milling                                                         | 80.00    | SF   | \$ 20.00     | \$ 1,600.00          |
| 3.03                                   | Saw Cutting                                                             | 80.00    | LF   | \$ 3.00      | \$ 240.00            |
| 3.04                                   | 6" Vertical Curb and Gutter                                             | 100.00   | LF   | \$ 32.00     | \$ 3,200.00          |
| 3.05                                   | 4" Mountable Curb                                                       | 60.00    | LF   | \$ 32.00     | \$ 1,920.00          |
| 3.06                                   | 4" Median Concrete                                                      | 150.00   | SF   | \$ 15.00     | \$ 2,250.00          |
| 3.07                                   | 12" Class 6 under right in right out                                    | 42.33    | CY   | \$ 40.00     | \$ 1,693.33          |
| 3.08                                   | 8" Water Main, including pipe, connections, trenching, bedding backfill | 2270.00  | LF   | \$ 70.00     | \$ 158,900.00        |
| 3.09                                   | 8" Sewer Main including manholes, connections                           | 2245.00  | LF   | \$ 80.00     | \$ 179,600.00        |
| 3.10                                   | Town of Silt Irrigation Main                                            | 2270.00  | LF   | \$ 42.00     | \$ 95,340.00         |
| 3.11                                   | Street Lighting                                                         | 1.00     | LS   | \$ 15,000.00 | \$ 15,000.00         |
| <b>Subtotal Roadway/Infrastructure</b> |                                                                         |          |      |              | <b>\$ 463,458.89</b> |
| <b>ADDITIONAL FEES</b>                 |                                                                         |          |      |              |                      |
| 4.00                                   | Town Permit Fees                                                        | 1        | LS   | \$ 4,000.00  | \$ 4,000.00          |
| <b>Subtotal Additional Fees</b>        |                                                                         |          |      |              | <b>\$ 4,000.00</b>   |
| <b>LANDSCAPING</b>                     |                                                                         |          |      |              |                      |
| 5.00                                   | Site landscaping                                                        | 1        | LS   | \$ 10,000.00 | \$ 10,000.00         |
| <b>Subtotal Landscaping</b>            |                                                                         |          |      |              | <b>\$ 10,000.00</b>  |
| <b>DESIGN FEES</b>                     |                                                                         |          |      |              |                      |
| 6.00                                   | Civil Design                                                            | 1        | LS   | \$ 20,000.00 | \$ 20,000.00         |
| 6.01                                   | Landscape Design                                                        | 1        | LS   | \$ 3,000.00  | \$ 3,000.00          |
| <b>Subtotal Design Fees</b>            |                                                                         |          |      |              | <b>\$ 23,000.00</b>  |
| <b>CONSTRUCTION FEES</b>               |                                                                         |          |      |              |                      |
| 7.00                                   | Construction Surveying                                                  | 1        | LS   | \$ 8,000.00  | \$ 8,000.00          |
| 7.01                                   | Construction Materials Testing                                          | 1        | LS   | \$ 4,500.00  | \$ 4,500.00          |
| 7.02                                   | Construction Observation / Administration                               | 1        | LS   | \$ 10,000.00 | \$ 10,000.00         |
| <b>Subtotal Construction Fees</b>      |                                                                         |          |      |              | <b>\$ 22,500.00</b>  |
| <b>Subtotal</b>                        |                                                                         |          |      |              | <b>\$ 569,358.89</b> |
| <b>20% Contingency</b>                 |                                                                         |          |      |              | <b>\$ 113,871.78</b> |
| <b>Total</b>                           |                                                                         |          |      |              | <b>\$ 683,230.67</b> |

**EXHIBIT D**  
**FINANCIAL PLAN**

# River Valley Metropolitan District

## Limited Tax General Obligation Bonds

### Assumptions New Money - Residential and Commercial Development

Preliminary as of May 4, 2020

50.000 Mills for debt service

10.000 Mills for operations and maintenance

| Issue       | Term     | Par Amount   | Estimated Net Proceeds |
|-------------|----------|--------------|------------------------|
| Series 2021 | 30-Years | \$4,265,000  | \$3,000,000            |
| Series 2025 | 30-Years | \$6,470,000  | \$1,383,193            |
| Total       |          | \$10,735,000 | \$4,383,193            |

1. Cover Page
2. Bonding Capacity
3. Phase I & II Revenue Summary for Debt Service
4. Phase I & II Revenue Summary for Operations and Maintenance
5. Assessed Valuation Summary
6. Buildout

# River Valley Metropolitan District

## Limited Tax General Obligation Bonds

### Bonding Capacity at 50.000 Mills and Full DSRF

|               |         | \$4,265,000<br>SERIES 2021 BONDS |           |         |           |           |                              |                  |          | \$6,470,000<br>SERIES 2025 BONDS |           |           |          |           |                              |                  |          |                    |
|---------------|---------|----------------------------------|-----------|---------|-----------|-----------|------------------------------|------------------|----------|----------------------------------|-----------|-----------|----------|-----------|------------------------------|------------------|----------|--------------------|
| Collection    | Year    | Rev For DS                       | Principal | Coupon  | Interest  | CAPI Fund | DSRF Earnings <sup>(1)</sup> | Net Debt Service | Coverage | Surplus/ (Deficit)               | Principal | Coupon    | Interest | CAPI Fund | DSRF Earnings <sup>(1)</sup> | Net Debt Service | Coverage | Surplus/ (Deficit) |
| 2020          | -       | -                                | -         | -       | -         | -         | -                            | -                | -        | -                                | -         | -         | -        | -         | -                            | -                | -        | -                  |
| 2021          | -       | -                                | -         | -       | 117,288   | (117,288) | (5,618)                      | (5,618)          | 0.00     | 5,618                            | -         | -         | -        | -         | -                            | -                | -        | -                  |
| 2022          | 19,521  | -                                | -         | -       | 234,575   | (234,575) | (5,618)                      | (5,618)          | -3.47    | 25,139                           | -         | -         | -        | -         | -                            | -                | -        | 19,521             |
| 2023          | 58,093  | -                                | -         | -       | 234,575   | (234,575) | (5,618)                      | (5,618)          | -10.34   | 63,711                           | -         | -         | -        | -         | -                            | -                | -        | 58,093             |
| 2024          | 135,709 | -                                | -         | -       | 234,575   | (117,288) | (5,618)                      | 111,670          | 1.22     | 24,039                           | -         | -         | -        | -         | -                            | -                | -        | 135,709            |
| 2025          | 266,957 | -                                | -         | -       | 234,575   | -         | (5,618)                      | 228,957          | 1.17     | 38,000                           | -         | -         | -        | -         | -                            | -                | -        | 266,957            |
| 2026          | 344,676 | -                                | -         | -       | 234,575   | -         | (5,618)                      | 228,957          | 1.51     | 115,719                          | -         | -         | 307,325  | (153,663) | (8,136)                      | 145,527          | 2.37     | 199,149            |
| 2027          | 413,195 | 50,000                           | 5.50%     | 234,575 | -         | (5,618)   | 278,957                      | 1.48             | 134,238  | 40,000                           | 4.75%     | 307,325   | -        | (8,136)   | 339,189                      | 1.22             | 74,005   |                    |
| 2028          | 438,259 | 70,000                           | 5.50%     | 231,825 | -         | (5,618)   | 296,207                      | 1.48             | 142,052  | 65,000                           | 4.75%     | 305,425   | -        | (8,136)   | 362,289                      | 1.21             | 75,969   |                    |
| 2029          | 438,259 | 75,000                           | 5.50%     | 227,975 | -         | (5,618)   | 297,357                      | 1.47             | 140,902  | 70,000                           | 4.75%     | 302,338   | -        | (8,136)   | 364,202                      | 1.20             | 74,057   |                    |
| 2030          | 447,024 | 85,000                           | 5.50%     | 223,850 | -         | (5,618)   | 303,232                      | 1.47             | 143,792  | 80,000                           | 4.75%     | 299,013   | -        | (8,136)   | 370,877                      | 1.21             | 76,147   |                    |
| 2031          | 447,024 | 90,000                           | 5.50%     | 219,175 | -         | (5,618)   | 303,557                      | 1.47             | 143,467  | 85,000                           | 4.75%     | 295,213   | -        | (8,136)   | 372,077                      | 1.20             | 74,947   |                    |
| 2032          | 455,964 | 100,000                          | 5.50%     | 214,225 | -         | (5,618)   | 308,607                      | 1.48             | 147,357  | 95,000                           | 4.75%     | 291,175   | -        | (8,136)   | 378,039                      | 1.21             | 77,925   |                    |
| 2033          | 455,964 | 105,000                          | 5.50%     | 208,725 | -         | (5,618)   | 308,107                      | 1.48             | 147,857  | 100,000                          | 4.75%     | 286,663   | -        | (8,136)   | 378,527                      | 1.20             | 77,438   |                    |
| 2034          | 465,084 | 115,000                          | 5.50%     | 202,950 | -         | (5,618)   | 312,332                      | 1.49             | 152,752  | 110,000                          | 4.75%     | 281,913   | -        | (8,136)   | 383,777                      | 1.21             | 81,307   |                    |
| 2035          | 465,084 | 125,000                          | 5.50%     | 196,625 | -         | (5,618)   | 316,007                      | 1.47             | 149,077  | 115,000                          | 4.75%     | 276,688   | -        | (8,136)   | 383,552                      | 1.21             | 81,532   |                    |
| 2036          | 474,385 | 135,000                          | 5.50%     | 189,750 | -         | (5,618)   | 319,132                      | 1.49             | 155,253  | 130,000                          | 4.75%     | 271,225   | -        | (8,136)   | 393,089                      | 1.21             | 81,296   |                    |
| 2037          | 474,385 | 145,000                          | 5.50%     | 182,325 | -         | (5,618)   | 321,707                      | 1.47             | 152,678  | 135,000                          | 4.75%     | 265,050   | -        | (8,136)   | 391,914                      | 1.21             | 82,471   |                    |
| 2038          | 483,873 | 155,000                          | 5.50%     | 174,350 | -         | (5,618)   | 323,732                      | 1.49             | 160,141  | 150,000                          | 4.75%     | 258,638   | -        | (8,136)   | 400,502                      | 1.21             | 83,371   |                    |
| 2039          | 483,873 | 165,000                          | 5.50%     | 165,825 | -         | (5,618)   | 325,207                      | 1.49             | 158,666  | 155,000                          | 4.75%     | 251,513   | -        | (8,136)   | 398,377                      | 1.21             | 85,496   |                    |
| 2040          | 493,551 | 180,000                          | 5.50%     | 156,750 | -         | (5,618)   | 331,132                      | 1.49             | 162,418  | 175,000                          | 4.75%     | 244,150   | -        | (8,136)   | 411,014                      | 1.20             | 82,536   |                    |
| 2041          | 493,551 | 190,000                          | 5.50%     | 146,850 | -         | (5,618)   | 331,232                      | 1.49             | 162,318  | 180,000                          | 4.75%     | 235,838   | -        | (8,136)   | 407,702                      | 1.21             | 85,849   |                    |
| 2042          | 503,422 | 210,000                          | 5.50%     | 136,400 | -         | (5,618)   | 340,782                      | 1.48             | 162,639  | 200,000                          | 4.75%     | 227,288   | -        | (8,136)   | 419,152                      | 1.20             | 84,270   |                    |
| 2043          | 503,422 | 220,000                          | 5.50%     | 124,850 | -         | (5,618)   | 339,232                      | 1.48             | 164,189  | 205,000                          | 4.75%     | 217,788   | -        | (8,136)   | 414,652                      | 1.21             | 88,770   |                    |
| 2044          | 513,490 | 240,000                          | 5.50%     | 112,750 | -         | (5,618)   | 347,132                      | 1.48             | 166,358  | 225,000                          | 4.75%     | 208,050   | -        | (8,136)   | 424,914                      | 1.21             | 88,576   |                    |
| 2045          | 513,490 | 250,000                          | 5.50%     | 99,550  | -         | (5,618)   | 343,932                      | 1.49             | 169,558  | 235,000                          | 4.75%     | 197,363   | -        | (8,136)   | 424,227                      | 1.21             | 89,263   |                    |
| 2046          | 523,760 | 275,000                          | 5.50%     | 85,800  | -         | (5,618)   | 355,182                      | 1.47             | 168,578  | 255,000                          | 4.75%     | 186,200   | -        | (8,136)   | 433,064                      | 1.21             | 90,696   |                    |
| 2047          | 523,760 | 290,000                          | 5.50%     | 70,675  | -         | (5,618)   | 355,057                      | 1.48             | 168,703  | 270,000                          | 4.75%     | 174,088   | -        | (8,136)   | 435,952                      | 1.20             | 87,808   |                    |
| 2048          | 534,235 | 310,000                          | 5.50%     | 54,725  | -         | (5,618)   | 359,107                      | 1.49             | 175,128  | 290,000                          | 4.75%     | 161,263   | -        | (8,136)   | 443,127                      | 1.21             | 91,108   |                    |
| 2049          | 534,235 | 330,000                          | 5.50%     | 37,675  | -         | (5,618)   | 362,057                      | 1.48             | 172,178  | 305,000                          | 4.75%     | 147,488   | -        | (8,136)   | 444,352                      | 1.20             | 89,883   |                    |
| 2050          | 544,920 | 355,000                          | 5.50%     | 19,525  | -         | (5,618)   | 368,907                      | 1.48             | 176,013  | 325,000                          | 4.75%     | 133,000   | -        | (8,136)   | 449,864                      | 1.21             | 95,055   |                    |
| 2051          | 544,920 | -                                | -         | -       | -         | -         | -                            | -                | 544,920  | 340,000                          | 4.75%     | 117,563   | -        | (8,136)   | 449,427                      | 1.21             | 95,493   |                    |
| 2052          | 555,818 | -                                | -         | -       | -         | -         | -                            | -                | 555,818  | 365,000                          | 4.75%     | 101,413   | -        | (8,136)   | 458,277                      | 1.21             | 97,541   |                    |
| 2053          | 555,818 | -                                | -         | -       | -         | -         | -                            | -                | 555,818  | 385,000                          | 4.75%     | 84,075    | -        | (8,136)   | 460,939                      | 1.21             | 94,879   |                    |
| 2054          | 566,934 | -                                | -         | -       | -         | -         | -                            | -                | 566,934  | 410,000                          | 4.75%     | 65,788    | -        | (8,136)   | 467,652                      | 1.21             | 99,283   |                    |
| 2055          | 566,934 | -                                | -         | -       | -         | -         | -                            | -                | 566,934  | 975,000                          | 4.75%     | 46,313    | -        | (550,517) | 470,795                      | 1.20             | 96,139   |                    |
| <b>Total:</b> |         |                                  | 4,265,000 |         | 5,007,888 | -703,725  | -168,536                     | 8,400,626        |          | 6,470,000                        |           | 6,547,163 | -153,663 | -211,529  | 10,219,384                   |                  |          |                    |

**Notes:**

(1) Estimate Int Earnings: 1.50%

| <b>Series 2021:</b>          |           |
|------------------------------|-----------|
| Par Amount                   | 4,265,000 |
| Net Proceeds                 | 3,000,000 |
| DSRF-Requirement             | 374,525   |
| Callable on 12/1/2025 @ 103% |           |

| <b>Series 2025:</b>            |           |
|--------------------------------|-----------|
| Par Amount                     | 6,470,000 |
| Net Proceeds                   | 1,383,193 |
| Series 2021 Escrow Requirement | 4,467,588 |
| DSRF-Requirement               | 542,382   |

Notes: Preliminary and subject to change; interest rate assumptions are based on current market conditions and similar credits; issuer's actual results may differ, and Stifel makes no commitment to underwrite at these levels; and costs of issuance and underwriter's discount are estimates for discussion purposes.

# River Valley Metropolitan District

## Limited Tax General Obligation Bonds

### Phase I and Phase II Revenue Summary for Debt Service

| Yaer | District Revenue Summary - Phase I |           |                                     |                       |                     | District Revenue Summary - Phase II |           |                                     |                       |                     |
|------|------------------------------------|-----------|-------------------------------------|-----------------------|---------------------|-------------------------------------|-----------|-------------------------------------|-----------------------|---------------------|
|      | Assessed Value                     | Mill Levy | Property Tax Revenue <sup>(2)</sup> | SO Tax <sup>(1)</sup> | Net Revenues for DS | Assessed Value                      | Mill Levy | Property Tax Revenue <sup>(2)</sup> | SO Tax <sup>(1)</sup> | Net Revenues for DS |
| 2020 | -                                  | 50.000    | -                                   | -                     | -                   | -                                   | 50.000    | -                                   | -                     | -                   |
| 2021 | -                                  | 50.000    | -                                   | -                     | -                   | -                                   | 50.000    | -                                   | -                     | -                   |
| 2022 | 375,840                            | 50.000    | 18,416                              | 1,105                 | 19,521              | -                                   | 50.000    | -                                   | -                     | -                   |
| 2023 | 1,118,463                          | 50.000    | 54,805                              | 3,288                 | 58,093              | -                                   | 50.000    | -                                   | -                     | -                   |
| 2024 | 2,467,805                          | 50.000    | 120,922                             | 7,255                 | 128,178             | 145,000                             | 50.000    | 7,105                               | 426                   | 7,531               |
| 2025 | 4,626,501                          | 50.000    | 226,699                             | 13,602                | 240,300             | 513,225                             | 50.000    | 25,148                              | 1,509                 | 26,657              |
| 2026 | 5,436,927                          | 50.000    | 266,409                             | 15,985                | 282,394             | 1,199,115                           | 50.000    | 58,757                              | 3,525                 | 62,282              |
| 2027 | 5,672,802                          | 50.000    | 277,967                             | 16,678                | 294,645             | 2,282,430                           | 50.000    | 111,839                             | 6,710                 | 118,549             |
| 2028 | 5,786,258                          | 50.000    | 283,527                             | 17,012                | 300,538             | 2,651,531                           | 50.000    | 129,925                             | 7,796                 | 137,721             |
| 2029 | 5,786,258                          | 50.000    | 283,527                             | 17,012                | 300,538             | 2,651,531                           | 50.000    | 129,925                             | 7,796                 | 137,721             |
| 2030 | 5,901,983                          | 50.000    | 289,197                             | 17,352                | 306,549             | 2,704,562                           | 50.000    | 132,524                             | 7,951                 | 140,475             |
| 2031 | 5,901,983                          | 50.000    | 289,197                             | 17,352                | 306,549             | 2,704,562                           | 50.000    | 132,524                             | 7,951                 | 140,475             |
| 2032 | 6,020,023                          | 50.000    | 294,981                             | 17,699                | 312,680             | 2,758,653                           | 50.000    | 135,174                             | 8,110                 | 143,284             |
| 2033 | 6,020,023                          | 50.000    | 294,981                             | 17,699                | 312,680             | 2,758,653                           | 50.000    | 135,174                             | 8,110                 | 143,284             |
| 2034 | 6,140,423                          | 50.000    | 300,881                             | 18,053                | 318,934             | 2,813,826                           | 50.000    | 137,877                             | 8,273                 | 146,150             |
| 2035 | 6,140,423                          | 50.000    | 300,881                             | 18,053                | 318,934             | 2,813,826                           | 50.000    | 137,877                             | 8,273                 | 146,150             |
| 2036 | 6,263,232                          | 50.000    | 306,898                             | 18,414                | 325,312             | 2,870,103                           | 50.000    | 140,635                             | 8,438                 | 149,073             |
| 2037 | 6,263,232                          | 50.000    | 306,898                             | 18,414                | 325,312             | 2,870,103                           | 50.000    | 140,635                             | 8,438                 | 149,073             |
| 2038 | 6,388,496                          | 50.000    | 313,036                             | 18,782                | 331,818             | 2,927,505                           | 50.000    | 143,448                             | 8,607                 | 152,055             |
| 2039 | 6,388,496                          | 50.000    | 313,036                             | 18,782                | 331,818             | 2,927,505                           | 50.000    | 143,448                             | 8,607                 | 152,055             |
| 2040 | 6,516,266                          | 50.000    | 319,297                             | 19,158                | 338,455             | 2,986,055                           | 50.000    | 146,317                             | 8,779                 | 155,096             |
| 2041 | 6,516,266                          | 50.000    | 319,297                             | 19,158                | 338,455             | 2,986,055                           | 50.000    | 146,317                             | 8,779                 | 155,096             |
| 2042 | 6,646,592                          | 50.000    | 325,683                             | 19,541                | 345,224             | 3,045,776                           | 50.000    | 149,243                             | 8,955                 | 158,198             |
| 2043 | 6,646,592                          | 50.000    | 325,683                             | 19,541                | 345,224             | 3,045,776                           | 50.000    | 149,243                             | 8,955                 | 158,198             |
| 2044 | 6,779,523                          | 50.000    | 332,197                             | 19,932                | 352,128             | 3,106,691                           | 50.000    | 152,228                             | 9,134                 | 161,362             |
| 2045 | 6,779,523                          | 50.000    | 332,197                             | 19,932                | 352,128             | 3,106,691                           | 50.000    | 152,228                             | 9,134                 | 161,362             |
| 2046 | 6,915,114                          | 50.000    | 338,841                             | 20,330                | 359,171             | 3,168,825                           | 50.000    | 155,272                             | 9,316                 | 164,589             |
| 2047 | 6,915,114                          | 50.000    | 338,841                             | 20,330                | 359,171             | 3,168,825                           | 50.000    | 155,272                             | 9,316                 | 164,589             |
| 2048 | 7,053,416                          | 50.000    | 345,617                             | 20,737                | 366,354             | 3,232,202                           | 50.000    | 158,378                             | 9,503                 | 167,881             |
| 2049 | 7,053,416                          | 50.000    | 345,617                             | 20,737                | 366,354             | 3,232,202                           | 50.000    | 158,378                             | 9,503                 | 167,881             |
| 2050 | 7,194,484                          | 50.000    | 352,530                             | 21,152                | 373,682             | 3,296,846                           | 50.000    | 161,545                             | 9,693                 | 171,238             |
| 2051 | 7,194,484                          | 50.000    | 352,530                             | 21,152                | 373,682             | 3,296,846                           | 50.000    | 161,545                             | 9,693                 | 171,238             |
| 2052 | 7,338,374                          | 50.000    | 359,580                             | 21,575                | 381,155             | 3,362,783                           | 50.000    | 164,776                             | 9,887                 | 174,663             |
| 2053 | 7,338,374                          | 50.000    | 359,580                             | 21,575                | 381,155             | 3,362,783                           | 50.000    | 164,776                             | 9,887                 | 174,663             |
| 2054 | 7,485,142                          | 50.000    | 366,772                             | 22,006                | 388,778             | 3,430,038                           | 50.000    | 168,072                             | 10,084                | 178,156             |
| 2055 | 7,485,142                          | 50.000    | 366,772                             | 22,006                | 388,778             | 3,430,038                           | 50.000    | 168,072                             | 10,084                | 178,156             |

Total:

**Notes:**

- (1) Estimated SO Tax : 6.00%
- (2) Estimated Collection Fees: 2.00%

# River Valley Metropolitan District

## Limited Tax General Obligation Bonds

### Phase I and Phase II Revenue Summary for Operation and Maintenance

| Year | District Revenue Summary - Phase I |           |                                     |                       |                      | District Revenue Summary - Phase II |           |                                     |                       |                      |
|------|------------------------------------|-----------|-------------------------------------|-----------------------|----------------------|-------------------------------------|-----------|-------------------------------------|-----------------------|----------------------|
|      | Assessed Value                     | Mill Levy | Property Tax Revenue <sup>(2)</sup> | SO Tax <sup>(1)</sup> | Net Revenues for O&M | Assessed Value                      | Mill Levy | Property Tax Revenue <sup>(2)</sup> | SO Tax <sup>(1)</sup> | Net Revenues for O&M |
| 2020 | -                                  | 10.000    | -                                   | -                     | -                    | -                                   | 10.000    | -                                   | -                     | -                    |
| 2021 | -                                  | 10.000    | -                                   | -                     | -                    | -                                   | 10.000    | -                                   | -                     | -                    |
| 2022 | 375,840                            | 10.000    | 3,683                               | 221                   | 3,904                | -                                   | 10.000    | -                                   | -                     | -                    |
| 2023 | 1,118,463                          | 10.000    | 10,961                              | 658                   | 11,619               | -                                   | 10.000    | -                                   | -                     | -                    |
| 2024 | 2,467,805                          | 10.000    | 24,184                              | 1,451                 | 25,636               | 145,000                             | 10.000    | 1,421                               | 85                    | 1,506                |
| 2025 | 4,626,501                          | 10.000    | 45,340                              | 2,720                 | 48,060               | 513,225                             | 10.000    | 5,030                               | 302                   | 5,331                |
| 2026 | 5,436,927                          | 10.000    | 53,282                              | 3,197                 | 56,479               | 1,199,115                           | 10.000    | 11,751                              | 705                   | 12,456               |
| 2027 | 5,672,802                          | 10.000    | 55,593                              | 3,336                 | 58,929               | 2,282,430                           | 10.000    | 22,368                              | 1,342                 | 23,710               |
| 2028 | 5,786,258                          | 10.000    | 56,705                              | 3,402                 | 60,108               | 2,651,531                           | 10.000    | 25,985                              | 1,559                 | 27,544               |
| 2029 | 5,786,258                          | 10.000    | 56,705                              | 3,402                 | 60,108               | 2,651,531                           | 10.000    | 25,985                              | 1,559                 | 27,544               |
| 2030 | 5,901,983                          | 10.000    | 57,839                              | 3,470                 | 61,310               | 2,704,562                           | 10.000    | 26,505                              | 1,590                 | 28,095               |
| 2031 | 5,901,983                          | 10.000    | 57,839                              | 3,470                 | 61,310               | 2,704,562                           | 10.000    | 26,505                              | 1,590                 | 28,095               |
| 2032 | 6,020,023                          | 10.000    | 58,996                              | 3,540                 | 62,536               | 2,758,653                           | 10.000    | 27,035                              | 1,622                 | 28,657               |
| 2033 | 6,020,023                          | 10.000    | 58,996                              | 3,540                 | 62,536               | 2,758,653                           | 10.000    | 27,035                              | 1,622                 | 28,657               |
| 2034 | 6,140,423                          | 10.000    | 60,176                              | 3,611                 | 63,787               | 2,813,826                           | 10.000    | 27,575                              | 1,655                 | 29,230               |
| 2035 | 6,140,423                          | 10.000    | 60,176                              | 3,611                 | 63,787               | 2,813,826                           | 10.000    | 27,575                              | 1,655                 | 29,230               |
| 2036 | 6,263,232                          | 10.000    | 61,380                              | 3,683                 | 65,062               | 2,870,103                           | 10.000    | 28,127                              | 1,688                 | 29,815               |
| 2037 | 6,263,232                          | 10.000    | 61,380                              | 3,683                 | 65,062               | 2,870,103                           | 10.000    | 28,127                              | 1,688                 | 29,815               |
| 2038 | 6,388,496                          | 10.000    | 62,607                              | 3,756                 | 66,364               | 2,927,505                           | 10.000    | 28,690                              | 1,721                 | 30,411               |
| 2039 | 6,388,496                          | 10.000    | 62,607                              | 3,756                 | 66,364               | 2,927,505                           | 10.000    | 28,690                              | 1,721                 | 30,411               |
| 2040 | 6,516,266                          | 10.000    | 63,859                              | 3,832                 | 67,691               | 2,986,055                           | 10.000    | 29,263                              | 1,756                 | 31,019               |
| 2041 | 6,516,266                          | 10.000    | 63,859                              | 3,832                 | 67,691               | 2,986,055                           | 10.000    | 29,263                              | 1,756                 | 31,019               |
| 2042 | 6,646,592                          | 10.000    | 65,137                              | 3,908                 | 69,045               | 3,045,776                           | 10.000    | 29,849                              | 1,791                 | 31,640               |
| 2043 | 6,646,592                          | 10.000    | 65,137                              | 3,908                 | 69,045               | 3,045,776                           | 10.000    | 29,849                              | 1,791                 | 31,640               |
| 2044 | 6,779,523                          | 10.000    | 66,439                              | 3,986                 | 70,426               | 3,106,691                           | 10.000    | 30,446                              | 1,827                 | 32,272               |
| 2045 | 6,779,523                          | 10.000    | 66,439                              | 3,986                 | 70,426               | 3,106,691                           | 10.000    | 30,446                              | 1,827                 | 32,272               |
| 2046 | 6,915,114                          | 10.000    | 67,768                              | 4,066                 | 71,834               | 3,168,825                           | 10.000    | 31,054                              | 1,863                 | 32,918               |
| 2047 | 6,915,114                          | 10.000    | 67,768                              | 4,066                 | 71,834               | 3,168,825                           | 10.000    | 31,054                              | 1,863                 | 32,918               |
| 2048 | 7,053,416                          | 10.000    | 69,123                              | 4,147                 | 73,271               | 3,232,202                           | 10.000    | 31,676                              | 1,901                 | 33,576               |
| 2049 | 7,053,416                          | 10.000    | 69,123                              | 4,147                 | 73,271               | 3,232,202                           | 10.000    | 31,676                              | 1,901                 | 33,576               |
| 2050 | 7,194,484                          | 10.000    | 70,506                              | 4,230                 | 74,736               | 3,296,846                           | 10.000    | 32,309                              | 1,939                 | 34,248               |
| 2051 | 7,194,484                          | 10.000    | 70,506                              | 4,230                 | 74,736               | 3,296,846                           | 10.000    | 32,309                              | 1,939                 | 34,248               |
| 2052 | 7,338,374                          | 10.000    | 71,916                              | 4,315                 | 76,231               | 3,362,783                           | 10.000    | 32,955                              | 1,977                 | 34,933               |
| 2053 | 7,338,374                          | 10.000    | 71,916                              | 4,315                 | 76,231               | 3,362,783                           | 10.000    | 32,955                              | 1,977                 | 34,933               |
| 2054 | 7,485,142                          | 10.000    | 73,354                              | 4,401                 | 77,756               | 3,430,038                           | 10.000    | 33,614                              | 2,017                 | 35,631               |
| 2055 | 7,485,142                          | 10.000    | 73,354                              | 4,401                 | 77,756               | 3,430,038                           | 10.000    | 33,614                              | 2,017                 | 35,631               |

Total:

**Notes:**

- (1) Estimated SO Tax : 6.00%
- (2) Estimated Collection Fees: 2.00%

# River Valley Metropolitan District

## Limited Tax General Obligation Bonds

### Assessed Valuation Summary

| Completion Year | Assessment Year | Collection Year | Total Phase I<br>Cumulative<br>AV | Total Phase II<br>Cumulative<br>AV | TOTAL<br>Cumulative<br>AV |
|-----------------|-----------------|-----------------|-----------------------------------|------------------------------------|---------------------------|
|                 |                 | 2019            | -                                 | -                                  | -                         |
|                 | 2019            | 2020            | -                                 | -                                  | -                         |
| 2019            | 2020            | 2021            | -                                 | -                                  | -                         |
| 2020            | 2021            | 2022            | 375,840                           | -                                  | 375,840                   |
| 2021            | 2022            | 2023            | 1,118,463                         | -                                  | 1,118,463                 |
| 2022            | 2023            | 2024            | 2,467,805                         | 145,000                            | 2,612,805                 |
| 2023            | 2024            | 2025            | 4,626,501                         | 513,225                            | 5,139,726                 |
| 2024            | 2025            | 2026            | 5,436,927                         | 1,199,115                          | 6,636,041                 |
| 2025            | 2026            | 2027            | 5,672,802                         | 2,282,430                          | 7,955,231                 |
| 2026            | 2027            | 2028            | 5,786,258                         | 2,651,531                          | 8,437,789                 |
| 2027            | 2028            | 2029            | 5,786,258                         | 2,651,531                          | 8,437,789                 |
| 2028            | 2029            | 2030            | 5,901,983                         | 2,704,562                          | 8,606,545                 |
| 2029            | 2030            | 2031            | 5,901,983                         | 2,704,562                          | 8,606,545                 |
| 2030            | 2031            | 2032            | 6,020,023                         | 2,758,653                          | 8,778,676                 |
| 2031            | 2032            | 2033            | 6,020,023                         | 2,758,653                          | 8,778,676                 |
| 2032            | 2033            | 2034            | 6,140,423                         | 2,813,826                          | 8,954,249                 |
| 2033            | 2034            | 2035            | 6,140,423                         | 2,813,826                          | 8,954,249                 |
| 2034            | 2035            | 2036            | 6,263,232                         | 2,870,103                          | 9,133,334                 |
| 2035            | 2036            | 2037            | 6,263,232                         | 2,870,103                          | 9,133,334                 |
| 2036            | 2037            | 2038            | 6,388,496                         | 2,927,505                          | 9,316,001                 |
| 2037            | 2038            | 2039            | 6,388,496                         | 2,927,505                          | 9,316,001                 |
| 2038            | 2039            | 2040            | 6,516,266                         | 2,986,055                          | 9,502,321                 |
| 2039            | 2040            | 2041            | 6,516,266                         | 2,986,055                          | 9,502,321                 |
| 2040            | 2041            | 2042            | 6,646,592                         | 3,045,776                          | 9,692,367                 |
| 2041            | 2042            | 2043            | 6,646,592                         | 3,045,776                          | 9,692,367                 |
| 2042            | 2043            | 2044            | 6,779,523                         | 3,106,691                          | 9,886,215                 |
| 2043            | 2044            | 2045            | 6,779,523                         | 3,106,691                          | 9,886,215                 |
| 2044            | 2045            | 2046            | 6,915,114                         | 3,168,825                          | 10,083,939                |
| 2045            | 2046            | 2047            | 6,915,114                         | 3,168,825                          | 10,083,939                |
| 2046            | 2047            | 2048            | 7,053,416                         | 3,232,202                          | 10,285,618                |
| 2047            | 2048            | 2049            | 7,053,416                         | 3,232,202                          | 10,285,618                |
| 2048            | 2049            | 2050            | 7,194,484                         | 3,296,846                          | 10,491,330                |
| 2049            | 2050            | 2051            | 7,194,484                         | 3,296,846                          | 10,491,330                |
| 2050            | 2051            | 2052            | 7,338,374                         | 3,362,783                          | 10,701,157                |
| 2051            | 2052            | 2053            | 7,338,374                         | 3,362,783                          | 10,701,157                |
| 2052            | 2053            | 2054            | 7,485,142                         | 3,430,038                          | 10,915,180                |
| 2053            | 2054            | 2055            | 7,485,142                         | 3,430,038                          | 10,915,180                |

Total:

**Notes:**

(1) Biennial Reassessment

2%

River Valley Metropolitan District

| Phase                    | Name and Land Use       | Units      | Unit Value  | Gross Value              | Assessed Rate | Assessed Value     | Base Mill Rate   | Total Mill Rate  | Start   | Finish  |
|--------------------------|-------------------------|------------|-------------|--------------------------|---------------|--------------------|------------------|------------------|---------|---------|
| Phase I                  | <b>Homestead</b>        |            |             |                          |               |                    | 50.000           | 50.000           |         |         |
|                          | Single Family Lots      | 37         |             | Not Included in District |               |                    |                  |                  |         |         |
|                          | Townhomes for Rent      | 8          | \$275,000   | \$2,200,000              | 7.15%         | \$157,300          | \$7,865          | \$7,865          | 3/2021  | 9/2022  |
|                          | Townhomes for Rent      | 15         | \$285,000   | \$4,275,000              | 7.15%         | \$305,663          | \$15,283         | \$15,283         | 3/2022  | 9/2023  |
|                          | <b>Subtotal</b>         | <b>23</b>  |             | <b>\$6,475,000</b>       |               | <b>\$462,963</b>   | <b>\$23,148</b>  | <b>\$23,148</b>  |         |         |
|                          | <b>RiverView</b>        |            |             |                          |               |                    |                  |                  |         |         |
|                          | SF Homes for Sale       | 10         | \$450,000   | \$4,500,000              | 7.15%         | \$321,750          | \$16,088         | \$16,088         | 3/2023  | 8/2024  |
|                          | Apartments for Rent     | 55         | \$145,000   | \$7,975,000              | 7.15%         | \$570,213          | \$28,511         | \$28,511         | 1/2023  | 4/2024  |
|                          | SF Homes for Rent       | 30         | \$185,000   | \$5,550,000              | 7.15%         | \$396,825          | \$19,841         | \$19,841         | 3/2024  | 6/2025  |
|                          | <b>Subtotal</b>         | <b>95</b>  |             | <b>\$18,025,000</b>      |               | <b>\$1,288,788</b> | <b>\$64,439</b>  | <b>\$64,439</b>  |         |         |
|                          | <b>The Village</b>      |            |             |                          |               |                    |                  |                  |         |         |
|                          | Multi Use Commercial I  | 12         | \$288,000   | \$3,456,000              | 29.0%         | \$1,002,240        | \$50,112         | \$50,112         | 03/2021 | 09/2022 |
|                          | Multi Use Commercial II | 12         | \$290,000   | \$3,480,000              | 29.0%         | \$1,009,200        | \$50,460         | \$50,460         | 06/2022 | 06/2035 |
|                          | Warehouse Facility      | 1          | \$2,475,000 | \$2,475,000              | 29.00%        | \$717,750          | \$35,888         | \$35,888         | 06/2022 | 06/2023 |
|                          | Apartments for Rent (B) | 96         | \$135,000   | \$12,960,000             | 7.15%         | \$926,640          | \$46,332         | \$46,332         | 07/2020 | 11/2021 |
|                          | <b>Subtotal</b>         | <b>109</b> |             | <b>\$22,371,000</b>      |               | <b>\$3,655,830</b> | <b>\$182,792</b> | <b>\$182,792</b> |         |         |
| <b>Phase 1 Total</b>     |                         |            |             | <b>\$46,871,000</b>      |               | <b>\$5,407,580</b> | <b>\$270,379</b> | <b>\$270,379</b> |         |         |
| Phase II                 | <b>The Highlands</b>    |            |             |                          |               |                    |                  |                  |         |         |
|                          | SF Homes for Sale (A)   | 10         | \$500,000   | \$5,000,000              | 7.15%         | \$357,500          | \$17,875         | \$17,875         | 3/2022  | 6/2023  |
|                          | SF Homes for Sale (B)   | 10         | \$500,000   | \$5,000,000              | 7.15%         | \$357,500          | \$17,875         | \$17,875         | 3/2023  | 6/2024  |
|                          | SF Homes for Sale (C)   | 12         | \$500,000   | \$6,000,000              | 7.15%         | \$429,000          | \$21,450         | \$21,450         | 3/2024  | 6/2025  |
|                          | Apartments for Rent     | 60         | \$160,000   | \$9,600,000              | 7.15%         | \$686,400          | \$34,320         | \$34,320         | 3/2024  | 6/2025  |
|                          | Townhomes for Rent (A)  | 8          | \$300,000   | \$2,400,000              | 7.15%         | \$171,600          | \$8,580          | \$8,580          | 3/2024  | 6/2025  |
|                          | Townhomes for Rent (B)  | 23         | \$315,000   | \$7,245,000              | 7.15%         | \$518,018          | \$25,901         | \$25,901         | 3/2025  | 6/2026  |
|                          | <b>Phase II Total</b>   | <b>123</b> |             | <b>\$35,245,000</b>      |               | <b>\$2,520,018</b> | <b>\$126,001</b> | <b>\$126,001</b> |         |         |
| <b>Total Gross Value</b> |                         |            |             | <b>\$82,116,000</b>      |               | <b>\$7,927,598</b> | <b>\$396,380</b> | <b>\$396,380</b> |         |         |

**EXHIBIT E**

**TOWN RESOLUTION OF APPROVAL**

**EXHIBIT F**

**TOWN/DISTRICT INTERGOVERNMENTAL AGREEMENT**

## EXHIBIT F

### TOWN/DISTRICT INTERGOVERNMENTAL AGREEMENT

#### INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Town of Silt, Colorado, a home-rule municipal corporation of the State of Colorado (the “Town”) and River Valley Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

#### RECITALS

- A. WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan dated \_\_\_\_\_, 2020, as amended from time to time by Town approval (the “Service Plan”); and
- B. WHEREAS, the Service Plan requires the execution of an intergovernmental agreement between the Town and the District; and
- C. WHEREAS, the Town and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement (“Agreement”); and

NOW THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation by Reference. The Service Plan is hereby incorporated in this Agreement by this reference. The District agrees to comply with all provisions of the Service Plan, as it may be amended from time to time in accordance with the provisions thereof, and Title 32, Article 1, C.R.S. (the “Special District Act”).

2. Maintenance of Public Improvements. The District agrees that it shall maintain the following Public Improvements: *a walking trail on the southern boundary of Painted Pastures and RiverView, significantly upgraded landscaping along the CDOT ROW of Hwy 6 including: the Roundabout and lane dividers; along approximately 800 feet on the north side of Hwy 6; along approximately 1000 feet on the south side of Highway 6; landscaping within the Town ROW from Hwy 6, on the east and west sides of Overo Boulevard; median landscaping within the Town ROW of Overo Blvd; and upgraded landscaping and park improvements within Town park area adjacent to Overo Blvd.*

3. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this Agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

4. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

5. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto

6. Governing Law; Venue. The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or conflict of law principles. The parties hereby subject to the jurisdiction of and venue in the District Court of Garfield County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual costs and other expenses incurred.

7. Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to and shall not be deemed to confer any rights upon any persons or entities not named as parties.

8. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

9. Assignability. Neither the Town nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

10. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature pages follow]

**RIVER VALLEY METROPOLITAN  
DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**TOWN OF SILT, COLORADO**

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

**EXHIBIT G**  
**DISCLOSURE NOTICE**

EXHIBIT G  
DISCLOSURE NOTICE

**NOTICE OF SPECIAL DISTRICT DISCLOSURE**  
(to be provided to every purchaser of real property within the boundaries of the District)

**1. General Information.**

Your property is located in the River Valley Metropolitan District (the “District”). The District is a governmental entity and political subdivision of the State of Colorado that was organized under and is governed by Article 1 of Title 32, Colorado Revised Statutes. The District is administered generally in accordance with the Service Plan approved by the Town of Silt, Colorado in \_\_\_\_\_.

The primary purposes of the District are to finance, construct and operate certain public infrastructure required for the area known as \_\_\_\_\_ (the “Development”), including: \_\_\_\_\_ (*identify district improvements by major categories, i.e. road, parks, etc*). Some but not all of the public improvements within the Development will be conveyed to the Town of Silt upon completion. The District will have continuing responsibility to provide ongoing operation and maintenance of \_\_\_\_\_ (*list public improvements that will be maintained and operated by the District*) within the Development.

**2. Financial Information.**

- a. Property Taxes. Under the Service Plan, the District may impose property taxes and other penalties, fees, tolls, rates and charges for the services and facilities that it provides. The Service Plan limits the tax levy that may be imposed on property within the District for both bond repayment and operating & maintenance purposes to a maximum of 60 mills (subject to certain adjustments for changes in the method of determining valuation under Colorado law). The mill levy cap protects property owners from unreasonable property taxes. The District’s property tax levy for the \_\_\_\_\_ fiscal year is \_\_\_\_\_ mills. A sample calculation of mill levies is listed below.

| <u>Sample Calculation of Mill Levy Cap for a Residential Property</u>                                                           | <u>Sample Calculation of Mill Levy Cap for a Commercial, Office or Industrial Property</u>    |
|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <p><b><u>Assumptions:</u></b><br/>Market value is \$500,000<br/>Mill levy cap is 60 mills</p> <p><b><u>Calculation:</u></b></p> | <p><b><u>Assumptions:</u></b><br/>Market value is \$500,000<br/>Mill Levy cap is 50 mills</p> |

|                                                                                                                                                           |                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>\$500,000 x .0715 = \$39,800 (Assessed Valuation)<br/> \$39,800 x .060 = <b>\$2,388 per year in taxes owed solely to the Metropolitan District</b></p> | <p><b>Calculation:</b><br/> \$500,000 x .29 = \$290,000 (Assessed Valuation)<br/> \$145,000 x .060 mills = <b>\$8,700 per year in taxes owed solely to the Special District</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

b. Fees. The District may also impose a Systems Development Fee of \$\_\_\_\_\_ on each lot in the Development, which is to be paid on or before the date of purchase of such lot.

c. District Bonds. The total voter-authorized debt of the District is \$\_\_\_\_\_. The District has not issued bonds as of this time, but expects to issue limited mill levy general obligation bonds in the approximate principal amount of \_\_\_\_\_ in 20\_\_\_. The mill levy for bond repayment is not expected to exceed \_\_\_\_\_ mills; the total property tax levy of the District will not exceed 60mills (subject to certain adjustments as explained above). *[Alternate language is bonds already issued: The total voter-authorized debt of the District is \$\_\_\_\_\_. The District has issued general obligation bonds in the amount of \$\_\_\_\_\_. The mill levy for bond repayment is \_\_\_\_\_; the total property tax levy of the District will not exceed 60mills.]*

**3. District Boundaries.**

The District boundaries are show on the attached map.

**4. Governance.**

The District is managed by a five-person Board of Directors elected at-large in May of \_\_\_\_\_-numbered years. Residents and taxpayers (and spouses of taxpayers) of the District who are registered to vote in Colorado may vote in District elections and are also qualified to be candidates for the Board.

All Board meetings are open to the general public. A notice of District meetings is posted at least 24 hours in advance. The current posting location for the District \_\_\_\_\_.

**5. Additional District Information.**

If more information about the District is desired, please contact \_\_\_\_\_, the District’s contact person, at \_\_\_\_\_. The District Service Plan, current year budget, independent audits and other public documents may be viewed at this office during regular business hours.

## 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> |
| <i>Proposed River Valley Metropolitan District</i> | 60.0000         | \$1,287.00        |
| <b>Total</b>                                       | <b>132.9310</b> | <b>\$2,851.37</b> |

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 7, 2020**

**AGENDA ITEM SUMMARY**

---

**SUBJECT:** 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 SPECIAL  
DISTRICTS

**PROCEDURE:** Discussion Item

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The second reading of an ordinance that will be used to consider and approve of metropolitan district service plans in Silt.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Robert Cole

**DOCUMENTS ATTACHED:**

**TOWN ATTORNEY REVIEW**  YES  NO      **INITIALS:** Robert Cole

**SUBMITTED BY:**

Jeff Layman  
Jeff Layman, Town Administrator

**REVIEWED BY:**

Sheila M. McIntyre  
Sheila M. McIntyre, Town Clerk

**TOWN OF SILT  
ORDINANCE NO. 10  
SERIES OF 2020**

**AN ORDINANCE ADOPTING A NEW TITLE 18 OF THE  
SILT MUNICIPAL CODE REGARDING SPECIAL DISTRICTS**

**WHEREAS**, the Town of Silt is a home rule municipality with all powers and authority as provided by law: and

**WHEREAS**, pursuant to Article I, Section 1-2 of the Town’s Home Rule Charter, the Town has all power of local self-government and home rule and all power possible for a home rule municipality to have under the Constitution and laws of the State of Colorado; and

**WHEREAS**, pursuant to Article IX, Section 9-1 of the Town’s Home Rule Charter, the Town has the power to approve special district service plans and to adopt policies regarding the establishing of any special district, and the cost of constructing, installing or acquiring public, local or municipal improvements may be assessed in whole or in part upon the property benefitted by such improvements; and

**WHEREAS**, the Board has adopted various master plans, including the Silt Comprehensive Plan 2017 (the “Comp Plan”), the Transportation Master Plan, the 2019 Water/Wastewater/Irrigation Master Plan, and the CDOT/Town Access Management Plan, as the same may be amended from time to time (collectively, the Master Plans”); and

**WHEREAS**, the Comp Plan identifies Silt’s ultimate goal of “*becoming a progressive, sustainable town that embraces the positive aspects of directed growth with capitalizing on a western, rural legacy of self-sufficiency and strong community connections*” the (“Comp Plan Goal”); and

**WHEREAS**, the Comp Plan identifies the following core elements (the “Comp Plan Elements”) as economic development, public services/infrastructure/transportation, land use and growth of the town, housing, image and design, community involvement & services, resources and environment; and open space, recreation, trails and tourism; and

**WHEREAS**, the Board supports a broad spectrum of practices to enable the efficient and cost-effective development of land when development is consistent with the Comp Plan Elements and Goal and goals of the Master Plans; and

**WHEREAS**, Title 32 of the Colorado Revised Statutes permits the organization of a variety of governmental districts, including metropolitan districts (“Metro Districts”) to finance, construct and operate certain public improvements and services to serve the residents and businesses in those districts; and

**WHEREAS**, pursuant to §32-1-203(1), C.R.S., organization of a metropolitan district wholly within the boundaries of the Town requires approval of the Service Plan by the Board, including a finding that the proposal is in “substantial compliance” with the Town’s master plan; and

**WHEREAS**, the Board hereby finds and determines that a metropolitan district which is associated with a development project that furthers the objectives of the Master Plans is in “substantial compliance” with the Master Plans, and may provide extraordinary public benefits, either directly through the metropolitan district or indirectly by providing public services and facilities that would otherwise be the responsibility of the developer, thus allowing the developer to provide the extraordinary public benefit; and

**WHEREAS**, the Town wishes to adopt a policy for the consideration and approval of metropolitan district service plans when the development project for which metropolitan district formation is sought is consistent with the Town’s strategic priorities, will result in a demonstrated extraordinary public benefit, and formation of the metropolitan district to provide public services and facilities is needed for the development project to provide the extraordinary public benefit; and

**WHEREAS**, the Town gave proper and timely published and/or posted notice of the dates and times of the public hearings at which the Board considered this ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, AS FOLLOWS:**

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

**Section 2. Amendment of Municipal Code.** A new Title 18 of the Silt Municipal Code is hereby adopted in its entirety to read as set forth in Exhibit A, attached hereto and incorporated herein.

**Section 3. Public Inspection.** Copies of this ordinance and the Silt Municipal Code are available for public inspection at the office of the Silt Town Clerk.

**Section 4. Severability.** If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

**INTRODUCED, READ AND APPROVED ON FIRST READING** at a public hearing this 11<sup>th</sup> day of May, 2020 at 7:00 P.M. in the municipal building of the Town of Silt, Colorado.

**PASSED AND APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED BY TITLE** following a public hearing this 26<sup>th</sup> day of May, 2020.

TOWN OF SILT

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Mayor Keith B. Richel

Attest:

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Town Clerk Sheila M. McIntyre

**EXHIBIT A**

**SILT MUNICIPAL CODE  
TITLE 18  
SPECIAL DISTRICTS**

DRAFT

Date: May 18, 2020  
To: Jeff Layman, Town Administrator  
Janet Aluise Community Development Director  
From: Joan M. Fritsche, Esq.  
Subject: Town of Silt Model Ordinance

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The purpose of this memo is to outline my clients' conceptual concerns with the proposed Chapter 18 of the Town Code, as opposed to providing redlined comments for the Town's consideration.

## **Municipal Code – Title 18 – Special Districts**

1. Section 18.01.020: Metropolitan Districts required to provide an undefined “extraordinary public benefit” beyond statutory authority of Districts.

Throughout Chapter 18 there are numerous references to metropolitan districts (not developers) providing “extraordinary public benefits.” Metropolitan districts have legal authority to finance and construct only the following categories of public infrastructure:

- (a) Fire protection;
- (b) Mosquito control;
- (c) Parks and recreation;
- (d) Safety protection;
- (e) Sanitation;
- (f) Solid waste disposal facilities & collection & transportation;
- (g) Street improvement;
- (h) Television relay and translation;
- (i) Transportation;
- (j) Water.

Financing Districts do not design, build or install improvements. Developers do that work. Districts create tax exempt financing and fund only public improvements after they are completed.

2. Section 18.01.060 J: Legislative Action.

This policy statement is incorrect and violates Sections 32-1-204.5 and 203(2) of the Special District Act.

3. Section 18.01.70 General Fund Mill Levy

Districts must have a consistent designated source of revenue for ongoing General Fund expenses.

The HOA Declarant limitation is unacceptable and unrelated to the District.

4. Debt

- a. Debt Mill Levy Limiting the number of years a debt service mill levy can be imposed is not acceptable. This policy ignores phased development, forces issuance of debt early in the development cycle and eliminates opportunities to refund debt and save taxpayers real money.
- b. Debt Issuance Terms: Limiting all debt issuances to one term (30 years) and starting the 30-year clock running before debt will be issued is not acceptable. (“such term to be calculated from the date of completion of installation of Public Improvements”)

5. External Financial Advisor.

This section is unacceptable. The District Board, as the governing body of the Issuer, is the party authorized by state and federal laws to bind and obligate the District, not the Town or the EFA appointed by the Town.

6. 18.01.140: Intergovernmental Agreement

Required as a precondition to any debt issuance. The IGA is agreed to as part of Service Plan approval and entered into at the District’s first Board meeting. This section is unacceptable because it continues negotiations indefinitely to the detriment of the developer and District.

## TITLE 18 - SPECIAL DISTRICTS

### Chapter 18.01 - Metropolitan Districts

#### Sections:

- 18.01.010 – Policy Statement
- 18.01.020 – Objectives and Statements
- 18.01.030 – Evaluation Criteria.
- 18.01.040 – Strategic Priorities
- 18.01.050 – Additional Public Benefit Considerations.
- 18.01.060 – Application Process
- 18.01-070 – Service Plans
- 18.01.080 – District Structure
- 18.01.090 – Dissolution of the District
- 18.01.100 – Default of District
- 18.01.110 – Material Modification of Service Plan
- 18.01.120 – Annual Report
- 18.01.130 – Fees
- 18.01.140 – Town Consent
- 18.01.150 – Intergovernmental Agreement

#### **18.01.010 - Policy Statement**

The policy set forth in this Chapter 18.01 (the “Policy”) establishes the criteria, guidelines and procedures to be followed by the Board of Trustees (the “Town Board”) and Town staff in considering, reviewing and approving or disapproving of service plans of Title 32 metropolitan districts, including any amendments thereof; and by applicants in submitting to the Town service plans for the organization of metropolitan districts or amendments to those plans.

#### **18.01.020 - Objectives and Statements**

A. A district, when properly structured, can enhance the quality of development in the Town. The Town will consider proposed service plans when formation of the district would provide extraordinary public benefits which could not be practically provided by the Town or an existing public entity within a reasonable time and on a comparable basis. It is not the intent of the Town to allow creation of multiple entities which result in the provision of competing or duplicative services or infrastructure.

B. This policy is intended as a guide only. The approval of a service plan is at the sole discretion of the Board of Trustees, which may reject, approve, or conditionally approve service plans on a case-by-case basis. Nothing in this Title is intended, nor shall it be construed, to limit the discretion of the Town Board which retains full discretion and authority regarding the terms and limitations on all district service plans.

### **18.01.030 - Evaluation Criteria.**

To provide the Town Board with information and an assessment consistent with this Policy, staff will review and report on district proposals in the following areas:

A. Statutory Compliance. All district proposals must comply with Title 32, C.R.S.

B. Financial Assessment. All district proposals are required to submit a financial plan to the Town for review. The Town will evaluate a district's debt capacity and servicing ability utilizing the financial plan and any other relevant information. Additionally, should a district desire to utilize funding for basic infrastructure improvements, staff will assess the value of the benefit against the public benefits received in exchange.

C. Policy Evaluation. All proposals will be evaluated by Town staff against this Policy, the Town's Model Service Plan, and the priorities and public benefits set forth in Sections 18.01.040 and 18.01.050 of this Chapter, with any areas of difference being identified, evaluated and reported to the Town Board.

### **18.01.040 - Strategic Priorities**

Formation of a district shall advance the Town's strategic priorities. The Town's strategic priorities are articulated in the Town's Comprehensive Plan and such other master plans involving public infrastructure and services that are adopted by the Town, including but not limited to the Transportation Master Plan, the 2019 Water/Wastewater/Irrigation Master Plan, and the CDOT/Town Access Management Plan as the same may be amended from time to time (collectively the "Town Plans"). The applicant shall demonstrate that the development project for which district formation is sought is consistent with the Town's strategic priorities and will result in a demonstrated extraordinary public benefit, and formation of the district to provide public services and facilities is needed for the development project to provide the extraordinary public benefit. A district which is associated with a development project that furthers the objectives of the Town Plans can be seen as providing extraordinary public benefit, either directly through the district or indirectly by providing public services and facilities that would otherwise be the responsibility of the developer, thus allowing the developer to

provide the extraordinary public benefit. An applicant for a district must address, either in the Letter of Interest, and/or service plan or cover letter, how the district and/or associated development project will impact the following specific Town Plan objectives and elements:

A. Furthering the ultimate goal of the Town’s Comprehensive Plan of becoming a progressive, sustainable town that embraces the positive aspects of directed growth with capitalizing on a western, rural legacy of self-sufficiency and strong community connections; and

B. Furthering, or at a minimum not hindering, the following elements of the Comprehensive Plan (as such may be amended from time to time):

1. **Economic Development** – **Encourage economic development which is vital to the survival of the Town.** Actions which further this Plan element include:

(i) Attract economic development by offering tax incentives, partnerships and/or other infrastructure reducing measures;

(ii) Promoting a viable aesthetic downtown;

(iii) Infill and redevelopment of the downtown area with the intent of revitalizing the area as a pedestrian-oriented center for government, service, financial and entertainment facilities; and

(iv) Diversification of the employment base to accommodate job-generating developments; development of outdoor recreational activities and ecological tourism.

2. **Public Services/Infrastructure/Transportation** – **Requiring development to pay its own way to create safe thoroughfares and solid infrastructure.** Actions which further this Plan element include:

(i) Leverage existing public facilities and infrastructure and grow efficiently through best management practices, utilizing existing infrastructure, where possible;

(ii) Expand growth tiers based on the ability to provide affordable infrastructure and public services;

(iii) Promote a multi-agency relationship to address the impact to the Town streets, including the existing I-70 interchange, from county traffic, taking into account the importance of multi-modal links and alternatives to driving;

(iv) Design streets and walkways to function as attractive public spaces for pedestrian safety, offering alternative routes, comfort and ease of walking as well as providing safe, efficient routes for vehicles;

(v) Encourage neighborhood street layouts that tie one neighborhood to the next;

(vi) Create a corridor implementation plan to enhance the community's gateways and leverage highway frontage;

(vii) Locate economic development in appropriate and viable locations;

(viii) Encourage new businesses and retain existing businesses that provide needed local services and municipal revenues;

(ix) Establish partnerships with public and private entities to benefit the community; and

(x) Develop fair and equitable cost sharing or reimbursement policies between property owners for situations in which the installations of public facilities directly benefit an adjacent property or properties.

**3. Land Use and Growth of the Town – Encouraging sustainable growth that allows the Town to continue to provide services to all citizens and adds infrastructure only at the pace in which the Town can maintain it.** Actions which further this Plan element include:

(i) Promote a viable aesthetic downtown to encourage economic development of retail and service businesses;

(ii) Encourage/support land uses that help to expand/strengthen the downtown area;

(iii) Promote compact development patterns by encouraging infill and new development within the Tier 1 Primary Growth Area.

(iv) Encourage annexations that meet the following criteria: a) adjacent to the Town limits, b) within Tier 1, c) provides economic benefits to the Town, d) efficient provision of public facilities and services; and

(v) Ensure that new development proposals provide a balance of land uses and adhere to the land use designates depicted on the Town's "Future Land Use Plan".

**4. Housing – Creating a base of residential units both for a sense of community and economic growth.** Actions which further this Plan element include:

- (i) Encourage medium to high-density land uses within existing neighborhoods to achieve increased density, reinvestment incentives, retain character and downtown “feel”;
- (ii) Strive for a diverse, integrated housing supply that is affordable and accessible to all citizens within all residential zone districts;
- (iii) Encourage residential development where it can be adequately served by Town infrastructure in a cost-effective, efficient manner;
- (iv) Evaluate new development with respect to the magnitude, scale and diversity of project type so that no one project or combination of projects overtakes the character of the existing community; and
- (v) Promote compact developments towards the Town center and cluster development in rural residential areas via expedited approval processes.

**5. Image and Design – Promotion of the Town as a vibrant health community.** Actions which further this Plan element include:

- (i) Promote cohesive, integrated development patterns from the Town’s core, establishing close-knit neighborhoods that foster community interaction while encouraging growth where infrastructure exists;
- (ii) Create a welcoming identity by improving the appearance of major streets, gateways, downtown and the Town as a whole;
- (iii) Design streetscapes for major streets that enhance the Town’s appearance, create a consistent image throughout the Town, and provide an appealing environment for visitors and residents;
- (iv) Improve the edge conditions along the I-70 and State Highway 6 corridors to present an attractive public image for the Town; and
- (v) Develop and maintain gateway entries that announce the Town of Silt to visitors and residents at highly visible, appropriate locations.

**6. Community Involvement & Services – Public input in the approval of a district is important.** Actions which further this Plan element include:

(i) Develop and maintain a high level of community engagement by encouraging citizen leadership and participation in Town government and other local organizations;

(ii) Encourage community-wide public art, such as murals, installations, and sculpture, throughout the Town and at public buildings, to contribute to the Town's identity and image;

(iii) Foster public awareness in a timely and highly visible manner about meetings, decision-making, and issues of particular importance to the community; provide access to meeting notices and agenda through a variety of venues, such as the newspaper, radio, physical postings, e-mail, community centers, and the Town website; and

(iv) Utilize citizen leadership to promote and carry out the vision of the Comprehensive Plan, thus maintaining a high level of community ownership over the Plan; encourage citizens from diverse age groups and backgrounds to become involved.

**7. Resources and Environment – Conservation and energy savings achieved through compact development that reduces vehicle trips.** Actions which further this Plan element include:

(i) Defer development in highly sensitive land areas, preserving land area as wildlife habitat and open space amenities;

(ii) Promote the Town as a green community that harnesses local, sustainable energy loops, widely employing emerging technologies in solar, wind, and river power;

(iii) Explore ways to reduce automobile dependence through compact development; increase options for local employment, including live/work, telecommuting, and encouraging home-based businesses; and the use of alternative fuels and public transit;

(iv) Protect natural resources and citizens' health and safety by mitigating air, water, light and noise pollution;

(v) Protect the Town's unique natural setting and resources by considering the needs of both the human and natural environment; and

(vi) Require new development to preserve, minimize, and/or mitigate impacts of development on significant natural features, wildlife habitat and corridors, and important view sheds.

**8. Open Space, Recreation, Trails and Tourism – Natural areas, trails and recreation facilities can create economic development opportunities in the form of tourism.** Actions which further this Plan element include:

(i) Continue to enhance the Silt River Preserve as a means of protecting the critical wildlife habitat and decrease erosion on the property;

(ii) Preserve the important riparian zone adjacent to the Colorado River by discouraging development within one-hundred feet of the river's edge;

(iii) Develop a regionally-integrated trail system that can safely accommodate a variety of recreational activities;

(iv) Extend pedestrian and bicycle connections from existing trails and recreation systems to all neighborhoods and to the downtown area; and

(v) Encourage new development to design and incorporate open space area/parks, recreational opportunities and quality pedestrian connections as amenities to new residents and the public.

**18.01.050 - Additional Public Benefit Considerations.**

A. In the absence of special circumstances, district formation is not permitted where the future assessed valuation of all property within the district at full build-out is projected to be less than five million dollars (\$5,000,000), adjusted annually beginning in 2021 based on the Consumer Price Index for the Mountain-Plains statistical region as prepared by the U.S. Bureau of Labor Statistics.

B. The costs of Public Improvements (defined in Section 18.01.070.J) are to be paid from taxes and not from fees.

**18.01.060 - Application Process.**

A. Process Overview. The application process is designed to provide early feedback to an applicant, adequate time for a comprehensive staff review, and the appropriate steps and meeting opportunities with decision makers. Applicants are encouraged to submit proposals well in advance of election deadlines.

B. Letter of Interest. Applicant will provide Town with a Letter of Interest and pre-application fee (refer to Section 18.01.130). The Letter of Interest shall contain the following:

1. Summary narrative of the proposed development and district proposal.

2. Sketch plan showing: property location and boundaries; surrounding land uses; proposed use(s); proposed improvements (buildings, landscaping, parking/drive areas, water treatment/detention, drainage); existing natural features (water bodies, wetlands, large trees, wildlife, canals, irrigation ditches); utility line locations (if known); and photographs (helpful but not required).

3. Clear justification for why a district is needed.

4. Explanation of extraordinary public benefits, making specific reference to this Policy, the Town Plans, and other relevant Town documents.

5. District proposal and service plan specifics, including: district powers and purpose; district infrastructure and costs; mill levy rate (both debt and, operations and maintenance); term of district; forecasted period of build-out; proposed timeline for formation; and current development status of project.

C. Staff Response to Letter of Interest. Staff will provide a written response to a Letter of Interest within thirty (30) days of receipt and payment of the pre-application fee.

D. Preliminary Staff Meeting with Applicant (Optional). Based on an initial review of the Letter of Interest, staff may meet with the applicant to discuss the district proposal, potential extraordinary public benefits, relevant provisions of the Town Plans for the application to address, initial staff feedback, the evaluation process, fees, and other application elements.

E. Formal Application and Service Plan Submittal. Upon taking account of staff input, applicant may submit a formal application for consideration, including the service plan and a cover letter in which the applicant shall highlight any substantive provisions that deviate from this Policy and the Model Service Plan. The formal application and application fees must be received by the Town no later than the third Tuesday of December in the preceding year for a May election or the third Tuesday of May for a November election. The Town cannot commit to timely processing of applications submitted after these dates for their respective elections and approval of a service plan in time to meet certain election deadlines is not guaranteed even when submitted by these deadlines.

F. Formal Staff Review. Town staff will review the application materials along with any follow-up documentation that is requested in order to assess the application according to this Policy other appropriate Town policies, and state law. Applicants should plan sufficient time in the application process for several rounds of feedback and review from Town staff.

G. Town Board Work Session Meeting (optional). Based on the magnitude and complexity of the development project and district proposal, staff may recommend a work session with the Town Board.

H. Public Meeting Notice. Notice of the public meeting at which the Board will consider the service plan may be provided in accordance with Section 16.16 of the Town Code and, if provided, the applicant should submit an affidavit of mailing, including the lists of all property owners notified, along with the publisher's affidavit of publication, to Town staff prior to the meeting date. The mailed and published notices should include the following information:

1. A description of the general nature of the Public Improvements and services to be provided by the district;
2. A description of the real property to be included in the district and in any proposed future inclusion area, with such property being described by street address, lot and block, metes and bounds if not subdivided, or such other method that reasonably appraises owners that their property will or could be included in the district's boundaries;
3. A statement of the maximum amount of property tax mill levy that can be imposed on property in the district under the proposed service plan;
4. A statement that property owners desiring to have the Town Board consider excluding their properties from the district must file a written petition for exclusion with the Town Clerk no later than ten (10) days before the scheduled hearing date in accordance with Section 32-1-203(3.5) of the Colorado Revised Statutes;
5. A statement that a copy of the proposed service plan can be reviewed in the Town Clerk's Office; and
6. The date, time and location of the public meeting at which the Town Board will consider the service plan.

I. Public Comment. At a regular or special meeting, the Town Board will consider a resolution approving the proposed service plan. The public will have an opportunity at the meeting to submit public comments on the proposed service plan in accordance with any applicable procedures of the Town Board and applicable state law.

J. Legislative Action. The consideration of a service plan to allow the organization of a district is policy determination to be made by the Town Board based on its consideration of the best interests of the Town as a whole, the current and future residents of the proposed district, and the ability of the district to provide extraordinary public benefits and to further the goals of the Town's Plans.

## **18.01.070 - Service Plans.**

### **A. Model Service Plan.**

1. The Town Board may, by resolution, adopt and from time to time amend, a Model Service Plan consistent with this Policy.

2. All service plans submitted to the Town should follow the basic outline, form, sequence and structure of the Model Service Plan. Service plans should duplicate the language contained in the Model Service Plan and explanation and justification provided for any material departures. Notwithstanding the preceding, any service plan approved by the Town shall be deemed to be in compliance with all Town requirements.

B. Compliance with Applicable Law. Any service plan submitted to the Town for approval must comply with all state, federal and local laws and ordinances, including the Special District Act.

C. Eminent Domain NOT Authorized. The service plan shall contain language that prohibits the District from exercising the power of eminent domain without approval of the Town Board.

### **D. Limitations on Operations and Maintenance.**

1. A district is permitted to collect a mill levy in an amount as specified in subsection 18.01.070.E., to fund customary administrative expenses incurred in operating the district, such as accounting and legal expenses and other costs of complying with applicable reporting requirements (the “Operations and Maintenance Mill Levy”). District service plans shall generally call for dissolution of the district upon payment of the debt associated with the Public Improvements for which it is formed, and will not be approved for ongoing district operations and maintenance of Public Improvements or services. Where it can be demonstrated that it is in the best interest of the Town and the existing or future residents and taxpayers of the district, the district, on an ongoing basis, may operate and maintain Public Improvements and services and impose an Operations and Maintenance Mill levy as set forth in the service plan approval.

2. To avoid duplication of entities and economic inefficiency, overlapping owners associations and districts are discouraged. When the boundaries of a district overlap with the boundaries of an owner’s association, during any year or portion of a year, when the declarant of the association is a developer, homebuilder, or other entity and not the residents, consent of the Town is required prior to the levy and collection of an Operations and Maintenance Mill Levy by the district for operating or maintaining any Public Improvements or services, other than routine administration of the governance of the district.

E. Maximum Mill Levy.

1. The service plan shall set forth a maximum debt mill levy that may be imposed by the district (“Debt Mill Levy”), taking into consideration the costs of the Public Improvements to be paid for with property tax revenues used to service debt and the anticipated assessed valuation; however, in no event shall the Debt Mill Levy exceed 50 mills, subject to adjustment as provided in subsection 18.01.070.E.3 and any required offset for an Operations and Maintenance Mill Levy. The Debt Mill Levy shall be imposed for a term not greater than 40 years from the date of its first imposition in any amount, and notwithstanding any provision set forth in Section 18.01.070.F.

2. For districts that are authorized to impose an Operations and Maintenance Mill Levy, such shall be limited to no more than ten (10) mills, subject to adjustment as provided in subsection 18.01.070.E.3.

3. The aggregate of any Debt Mill Levy and any Operations and Maintenance Mill Levy shall not exceed fifty (50) mills (the “Maximum Mill Levy”), subject to adjustment as provided in 18.01.070.E.3.

4. Increased Debt, Operations and Maintenance, and Maximum Mill Levies may be considered for districts that are predominately commercial in use, at the sole discretion of the Town Board.

5. The Maximum Mill Levy may be adjusted from the base year of the district as provided for in the Model Service Plan, so that to the extent possible, the actual tax revenues generated by the district’s mill levy, as adjusted, for changes occurring after the base year, are neither diminished nor enhanced as a result of the changes. Unless otherwise provided in the approved service plan, the base year shall be the first year in which a district imposes the Maximum Mill Levy.

F. Debt Term Limit. Generally, district debt is to be issued and taxes are to be imposed within five (5) years of a Court Order organizing the district. District debt, payable from property taxes, shall be for a term no more than the useful life of the Public Improvements that are funded by such debt, and in no event more than 30 years, such term to be calculated from the date of completion of installation of the Public Improvements and their acceptance by the Town or other governmental entity for ownership or maintenance. Such debt term limit may be extended if a majority of the district’s board of directors are residents of the district and have voted in favor of refunding a part or all of the debt, and such refunding is for one or more of the purposes authorized in Section 11-56-104, C.R.S. and is authorized by law. Notwithstanding any provision of this subsection F., payment of district debt from the Debt Mill Levy shall be subject to the limitations set forth in Subsection 18.01.070, E.1. Funding of Public Improvements for purposes of this subsection F shall include direct payment of the costs

of the Public Improvements or reimbursement by the district of the costs to the Developer or other entity who initially paid the costs.

G. Developer Advances. The service plan shall address any costs anticipated to be incurred by a developer and to be repaid by the district for the Public Improvements and/or operational costs, either in the form of direct payments by the Developer for such costs, or by means of advances by the Developer to the district (all of which are considered “Developer Advances”). Developer Advances shall count against the Total Debt Limit (as defined in subsection 18.01.070.I) and may be reimbursed by the district from debt, contractual reimbursement agreement(s) and/or any revenue source available by law and permitted by the service plan. Developer Advances shall not be subject to compound interest. Developer Advances will be considered subordinate to any general obligation bonds of the district. The interest rate on Developer Advances shall not exceed the current Bond Buyer 20-Bond GO Index plus 4%, or a maximum of 12%, whichever is the lesser.

H. District Fees. Fees and charges imposed and collected by a district are generally prohibited. The service plan shall identify with specificity any proposed fee categories (i.e. impact fees, development fees, service fees, capital improvement fees, etc.) and proposed uses of revenues from such fees or other charges. Unless approved in the service plan, fees and charges will require written consent of the Town Board prior to implementation.

I. Financial Plan. The service plan must include debt and operating financial projections prepared by an investment banking firm or financial advisor qualified to make such projections. The financial firm must be listed in the Bond Buyers Marketplace or, in the Town’s sole discretion, other recognized publication as a provider of financial projections. The Financial Plan must include debt issuance and service schedules and calculations establishing the District’s projected maximum debt capacity (the “Total Debt Limitation”) based on assumptions of: (i) Projected Interest Rate on the debt to be issued; (ii) Projected Assessed Valuation of the property within the District; and (iii) Projected Rate of Absorption of the assessed valuation within the District. These assumptions must use market-based, market comparable valuation and absorption data and may use an annual inflation rate of two percent (2%) or the Consumer Price Index for the preceding 12-month period for the Mountain-Plains statistical region as prepared by the U.S. Bureau of Labor Statistics, whichever is lesser. The Financial Plan must also include foreseeable administrative, operational and maintenance costs.

J. Public Improvements and Estimated Costs.

1. Every service plan must include, in addition to all materials, plans and reports required by Title 32, C.R.S., a summary of public improvements to be constructed and/or installed by the district (the “Public Improvements”). Due to its preliminary nature, the service plan must indicate that the Town’s approval of the Public

Improvements shall not bind the Town, its boards and commissions, or the Town Board in any way relating to the review and consideration of land use applications within the district. The service plan must contain a description of these Public Improvements which includes, at a minimum:

(i) A map or maps, and construction drawings of such a scale, detail and size as required by the Town Administrator, providing an illustration of Public Improvements proposed to be built, acquired or financed by the district;

(ii) A written narrative and description of the Public Improvements; and

(iii) A general description of the District's proposed role with regard to the same.

2. The warranty and security requirements set forth in Section 16.04.350 of the Town Code shall apply to all Public Improvements.

K. Extraterritorial Service Agreement. The service plan must describe any planned extraterritorial service. Any extraterritorial service by the district that is not described in the service plan will require prior approval of Town Board.

L. Service Plan Amendments. In the event a district seeks a material modification or other amendment to its service plan, the letter of intent, application, public meeting and notice procedures set forth in Section 18.01.060 shall be followed.

### **18.01.080 - District Structure.**

It is the intent of the Town that citizen/resident control of districts be encouraged to occur as early as possible. For that reason, multiple-district structures are not permitted.

### **18.01.090 - Dissolution of the District.**

A. Perpetual districts shall not be allowed except in cases where ongoing operation and maintenance of Public Improvements is required and permitted by the service plan. Except where ongoing operations and maintenance has been authorized, the district's board of directors will take all action as required to dissolve the district as soon as practical upon the payment of all debt and obligations and the completion of district development activity.

B. If, within five (5) years from the date of approval of a service plan, the Town and district have not entered into an intergovernmental agreement as required by Section 18.01.150 of the Code, the Town may opt to pursue the remedies available to it under C.R.S. Section 32-1-701(3) in order to compel the district to dissolve in a prompt

and orderly manner. In such event: (i) the limited purposes and powers of the district, as authorized herein, shall automatically terminate and be expressly limited to taking only those actions that are reasonably necessary to dissolve; (ii) the board of directors of the district will be deemed to have agreed with the Town regarding its dissolution without an election pursuant to C.R.S. §32-1-704(3)(b); (iii) the district shall take no action to contest or impede the dissolution of the district and shall affirmatively and diligently cooperate in securing the final dissolution of the district, and (iv) subject to the statutory requirements of the Special District Act, the district shall thereupon dissolve.

#### **18.01.100 - Default of District.**

A. An “Event of Default” by the District shall include:

1. Failing or defaulting in the performance of any obligation that has been agreed to between the district and the Town, which obligation has been identified by the Town as a material obligation, and such default continues after delivery of notice from the Town.

2. A court of competent jurisdiction has made a final determination that a district has defaulted on any of its financial obligations, and such determination is not subject to further appellate review.

3. Failure to timely file a responsive Annual Report required by Section 18.01.120.

B. In the Event of Default, the district shall be precluded from issuing additional debt, except to refund or refinance a financial obligation for the purpose of avoiding or curing a default without receiving written permission from the Town Board following a public meeting on the matter.

#### **18.01.110 - Material Modification of Service Plan.**

A. In the event of a material modification of the service plan, the Town and the electors of the district shall be entitled to exercise their respective rights pursuant to §32-1-207, C.R.S. Actions expressly authorized in the service plan, changes in quantities of facilities or equipment, timing or phasing of Public Improvements, collection of fees or charges following written consent of the Town Board, and immaterial cost differences are not material modifications of the service plan. Departures from the service plan that constitute a material modification include, without limitation:

1. Actions or failures to act that create greater financial risk or burden;

2. Performance of a service or function or acquisition of a major facility that is not closely related to a service, function or facility authorized in the service plan;

3. Failure to perform a service or function or to acquire a facility required by the service plan;
4. Collection of any fees or charges without the written consent of the Town Board; and
5. The taking of any action that requires consent of the Town without the Town's consent given in the manner required pursuant to Section 18.01.140.

B. In the event the required Annual Report required by Section 18.01.120 is not timely filed with the Town or is not fully responsive, in addition to being an Event of Default, the Town may provide notice to the district's board of directors at its last-known address. The failure of the district to file a responsive annual report within 45 days of the mailing of such notice by the Town Clerk may constitute a material modification of the service plan, at the discretion of the Town.

#### **18.01.120 - Annual Report.**

All districts must file an Annual Report no later than September 1 of each year with the Town Clerk for the year ending the preceding December 31, the requirements of which may be waived in whole or in part by the Town Administrator. Unless waived by the Town Administrator, the Annual Report shall include the following:

- A. A narrative summary of the progress of the district in implementing its service plan for the report year.
- B. The audited financial statement of the district for the report year, including a statement of financial condition as of December 31 of the report year and the statement of operations, except when exemption from audit has been reported has been granted.
- C. A summary of the capital expenditures incurred by the district in development of improvements in the report year.
- D. A summary of the financial obligations of the district at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new district indebtedness or long-term obligations issued in the report year, the amount of payment or retirement of existing indebtedness of the district in the report year, the total assessed valuation of all taxable properties within the district as of January 1 of the report year, and the current mill levy of the district pledged to debt retirement in the report year.
- E. Any other information deemed relevant by the Town Board or deemed reasonably necessary by the Town Administrator.

### **18.01.130 - Fees.**

No request to approve a district service plan shall proceed until the fees set forth herein are paid.

A. Letter of Intent Submittal Fee: At the time of submittal of the Letter of Intent, the applicant shall pay a non-refundable fee in the amount established by the Town Board by Resolution.

B. Application Fee: An applicant shall submit, along with an application and a draft service plan (based on the Model Service Plan), a nonrefundable fee in the amount established by the Town Board by Resolution, along with a deposit in the same amount towards the reasonable consultant, legal, and other external fees and expenses incurred by the Town to review the draft service plan.

C. Annual Fee: Each district shall pay an annual fee for the Town's on-going monitoring of the district. This annual fee shall be in the amount established by the Town Board by Resolution and due and payable by January 1 of each year.

D. Service Plan Amendment Fee: A non-refundable service plan amendment fee in the amount established by the Town Board by Resolution, along with a deposit in the same amount towards the Town's outside review expenses shall be paid at the time of submittal of the application and draft amended service plan.

E. External Review Expenses: An applicant shall pay all of the Town's outside expenses associated with review of a proposed service plan, service plan amendment, or any matter required under this Policy or an approved service plan, including enforcement of conditions or requirements associated with an existing service plan. If deposits paid are insufficient to cover all the Town's expenses associated with external review, the applicant shall pay all such reasonable expenses prior to the Town's approval becoming effective. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.

### **18.01.140 - Town Consent.**

Any consent of the Town required under to this Policy shall be given, if at all, by a Resolution of the Town Board. Failure of the Town to respond to a notice provided pursuant to Section 32-1-207(3)(b), C.R.S., within 45 days shall be deemed to be disapproval by the Town.

### **18.01.150 - Intergovernmental Agreement**

A district shall enter into an intergovernmental agreement with the Town that addresses such details, terms and conditions as the Town and district deem necessary in connection with the construction and funding of any Public Improvements, including the

posting of security and warranty periods necessary to meet the requirements of Section 18.01.070.J, herein. Execution of the intergovernmental agreement is a precondition to a district issuing any debt or imposing any fees or levying of taxes. In addition, failure of a district to enter into the intergovernmental agreement as required herein shall constitute a material modification of the service plan and may result in dissolution per Section 18.01.090.B.

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 20, 2020**

**AGENDA ITEM SUMMARY**

---

**SUBJECT:** Resolution No. 24, Series 2020, A RESOLUTION  
ADOPTING A MODEL SERVICE PLAN FOR  
METROPOLITAN DISTRICTS

**PROCEDURE:** Discussion Item

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

This will be the first discussion of this item in resolution format. It is anticipated that it will be up for adoption at the same time as the second reading of Ordinance No. 10.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Robert Cole

**DOCUMENTS ATTACHED:**

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

**SUBMITTED BY:**

Jeff Layman  
Jeff Layman, Town Administrator

**REVIEWED BY:**

Sheila M. McIntyre  
Sheila M. McIntyre, Town Clerk

**BOARD OF TRUSTEES TOWN OF SILT, STATE OF COLORADO**

**RESOLUTION NO. 2020-24**

**A RESOLUTION OF THE TOWN OF SILT, COLORADO,  
APPROVING A MODEL SERVICE PLAN FOR  
METROPOLITAN DISTRICTS**

A. **WHEREAS**, the Town of Silt is a home rule municipality with all powers and authority as provided by law: and

B. **WHEREAS**, pursuant to Article I, Section 1-2 of the Town's Home Rule Charter, the Town has all power of local self-government and home rule and all power possible for a home rule municipality to have under the Constitution and laws of the State of Colorado; and

C. **WHEREAS**, pursuant to Article IX, Section 9-1 of the Town's Home Rule Charter, the Town has the power to approve special district service plans and to adopt policies regarding the establishing of any special district; and

D. **WHEREAS**, pursuant to §32-1-203(1), C.R.S., organization of a metropolitan district wholly within the boundaries of the Town requires approval of a Service Plan by the Board of Trustees ("Board"), **WHEREAS**; and

E. **WHEREAS**, the Board finds that adoption of a Model Service Plan is in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, AS FOLLOWS:**

1. The Model Service Plan, in substantially the form attached hereto, is approved. The Town Administrator, in consultation of the Town Attorney and other applicable staff or consultants, may make technical or otherwise non-substantive modifications to the Model Service Plan. The Board of Trustees may make substantive changes to the Model Service Plan by Resolution.

2. This Resolution shall become effective immediately upon adoption by the Board of Trustees.

3. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

INTRODUCED, READ AND PASSED THIS 26<sup>th</sup> DAY OF MAY 2020.

TOWN OF SILT, COLORADO

---

Keith B. Richel, Mayor

Attest:

---

Sheila M. McIntyre, Town Clerk

# **TOWN OF SILT**

## **Metropolitan District Model Service Plan (Single District)**

**This model service plan template should be referenced in conjunction with  
Chapter 18.01 of the Town of Silt Municipal Code.**

**SERVICE PLAN**

**FOR**

\_\_\_\_\_ **METROPOLITAN DISTRICT**  
**TOWN OF SILT, COLORADO**

Prepared by

[Name of Person or Entity]

[Address]

[Approval Date]

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**Exhibits**

- Exhibit A - Legal Description
- Exhibit B - Boundary Map
- Exhibit C - Inclusion Area Legal Description
- Exhibit D - Inclusion Area Boundary Map
- Exhibit E - Public Improvements
- Exhibit F -Vicinity Map
- Exhibit G - Cost Estimate
- Exhibit H - Public Improvement Location Maps
- Exhibit I - Financial Plan
- Exhibit J – Public Benefits
- Exhibit K - Disclosure Notice
- Exhibit L -Intergovernmental Agreement

## I. INTRODUCTION

### A. Purpose and Intent.

The Town of Silt's ("Town"), objective in approving the Service Plan for the \_\_\_\_\_ Metropolitan District (the "District") is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements identified in this Service Plan. The District is intended to be an independent unit of local government separate and distinct from the Town and is governed by this Service Plan, the Special District Act (Title 32, C.R.S.) and other applicable State law. Except as may otherwise be provided by State law, the Town of Silt Municipal Code ("Code"), or this Service Plan, the District's activities are subject to review and approval by the Town Board of Trustees ("Town Board") only insofar as they are a material modification of this Service Plan as identified in this Service Plan or pursuant to C.R.S. Section 32-1207 of the Special District Act.

It is intended that the District will provide all or part of the Public Improvements for the Project for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements by the issuance of Debt. The District shall not be authorized to issue any Debt or impose a Debt Mill Levy, *[add if appropriate: Operations and Maintenance Mill Levy] [add if appropriate: or impose any Fees]* unless and until the delivery of Public Improvements has been secured in accordance with Section 18.01.070.J of the Town's Municipal Code and the District has entered into an intergovernmental agreement with the Town as required by Section XVII herein.

The District is not intended to provide ongoing operations and maintenance services except as expressly authorized in this Service Plan.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the District is authorized in this Service Plan to perform continuing operating or maintenance functions, the District shall continue in existence for the sole purpose of providing such functions and shall retain only the powers necessary to impose and collect the taxes or Fees authorized in this Service Plan to pay for the costs of those functions.

It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with revenues from the Debt Service Mill Levy, Fees, Special Assessments, and/or other source of revenue, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

It is intended that the District shall comply with the provisions of this Service Plan and that the Town may enforce any non-compliance with these provisions as provided in Section XVI of this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District’s Service Plan.

The Town’s objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District, but in doing so, to also establish in this Service Plan the means by which the Public Benefits will be provided. Except as specifically provided in this Service Plan, all Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Term Limit, and at a tax mill levy no higher than the Maximum Debt Mill Levy. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

D. Relevant Intergovernmental Agreements.

***[Add description of any relevant intergovernmental agreements.]***

E. Town Approvals.

Any provision in this Service Plan requiring “Town” or “Town Board” approval or consent shall require the Town Board’s prior written approval or consent exercised in its sole discretion, evidenced by resolution. Failure of the Town to respond to a notice provided pursuant to Section 32-1-207(3)(b), C.R.S., within 45 days shall be deemed to be disapproval by the Town. Any provision in this Service Plan requiring “Town Administrator” approval or consent shall require the Town Administrator’s prior written approval or consent exercised in the Town Administrator’s sole discretion. The Town Administrator may determine in his or her sole discretion to refer any issue requiring the Town Administrator’s consent to the Town Board.

## II. DEFINITIONS

In this Service Plan, the following words, terms and phrases which appear in a capitalized format shall have the meaning indicated below, unless the context clearly requires otherwise:

Approved Development Plan: means a Town-approved development plan or other land use application required by the Town Code for identifying, among other things, public improvements necessary for facilitating the development of property within the Service Area, which plan shall include, without limitation, any development agreement required by the Town Code.

Board: means the duly constituted Board of Directors of the District.

Bond, Bonds or Debt: means bonds, notes or other multiple fiscal year financial obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, or other legally available revenue permitted pursuant to this Service Plan. Such terms do not include contracts through which the District procures or provides services or tangible property.

Town: means the Town of Silt, Colorado, a home rule municipality.

Town Administrator: means the Town Administrator of the Town.

Town Board: means the Town Board of Trustees.

Town Code: means collectively the Town's Home Rule Charter, Municipal Code, Land Use Code and ordinances as all are now existing and hereafter amended.

C.R.S.: means the Colorado Revised Statutes.

Debt Mill Levy: means a property tax mill levy imposed on Taxable Property by the District for the purpose of paying Debt as authorized in this Service Plan, at a rate not to exceed the limitations set in Section IX.B of this Service Plan. The Debt Mill levy shall have a term not to exceed forty (40) years from the date of its first imposition. Any unpaid Developer Advances and/or Debt payments shall be discharged at that time.

Developer: means a person or entity that is the owner of property or owner of contractual rights to property in the Service Area that intends to develop the property.

Developer Advances: means any advances to the District by the Developer for the costs of the Public Improvements and/or operational costs, either in the form of direct payment for such costs or by means of advances to the District. Such

advances, which the Board is obligated to appropriate on an annual basis, shall count against the maximum allowable debt limit under this Service Plan and may be repaid by the District from bond proceeds, or legally available sources of revenue. Developer Advances will be considered subordinate to the District general obligation bonds. The interest rate on Developer Advances shall not exceed the current Bond Buyer 20-Bond GO Index plus 4% or a maximum of 12%, whichever the lesser.

Disclosure Notice: Written notice, in substantially the form attached hereto as **Exhibit K**, and approved by the Town Administrator, provided to potential purchasers of property within the District, which includes the maximum amount of debt authorized, the amount of debt already issued, the debt term remaining, the expected date of repayment, the Maximum Mill Levy and anticipated property tax bill based on the anticipated sale price.

District: means the *[Name of District]* organized under and governed by this Service Plan.

District Boundaries: means the boundaries of the area legally described in **Exhibit A** attached hereto and incorporated by reference and as depicted in the District Boundary Map.

District Boundary Map: means the map of the District Boundaries attached hereto as **Exhibit B** and incorporated by reference.

End User: means any owner, or tenant of any owner, of any property within the District, who is intended to become burdened by the imposition of ad valorem property taxes and/or Fees. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. A Developer and any person or entity that constructs homes or commercial structures is not an End User.

External Municipal Advisor: means a Municipal Advisor that: (1) is qualified to advise Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; and (2) is not an officer or employee of the District; and (4) is approved by the Town Administrator.

External Municipal Advisor Certificate: Opinion of a registered Municipal Advisor as to the reasonableness of the terms of any debt instrument issued by the District in substantially the form cited below:

We are [I am] a Municipal Advisor within the meaning

of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

Fees: means the fees, rates, tolls, penalties and charges the District is authorized to impose and collect under this Service Plan, if any.

Financial Plan: means the Financial Plan described in Section IX of this Service Plan which was prepared or approved by [Name], an External Financial Advisor approved by the Town Administrator, in accordance with the requirements of this Service Plan and describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes and Fees (if any) for the first budget year through the year in which all District Debt is expected to be defeased or paid in the ordinary course.

Inclusion Area Boundaries: means the boundaries of the property that is anticipated to be added to the District Boundaries after the District's organization, which property is legally described in **Exhibit C** attached hereto and incorporated by reference and depicted in the map attached hereto as **Exhibit D** and incorporated herein by reference.

Maximum Debt Authorization: means the total Debt the District is permitted to issue as set forth in Section IX.B.7 of this Service Plan.

Maximum Debt Term Limit: means the maximum term during which the Debt Mill Levy may be imposed on property developed in the Service Area. This maximum term, including refunding bonds, unless approved by the District Board as defined herein, shall not exceed \_\_\_\_\_ ***[enter a term that will not extend past the useful life of the Public Improvements funded by such debt measured from the date of completion of the improvements; but not to exceed 30 years]*** years from the calendar year in which the District issues Bonds.

Maximum Mill Levy: means the maximum mills that the District may levy for its combined Debt Mill Levy and Operations and Maintenance Mill Levy (if any), at a rate not to exceed the limitation set in Section IX.B.1 of this Service Plan.

Municipal Advisor: means as any person (who is not a municipal entity or an employee of a municipal entity) that provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, or that undertakes a solicitation of a municipal entity or obligated person. Said person shall be registered under Section 15B of the Securities Exchange Act of 1934, as amended from time to time.

Operations and Maintenance Mill Levy: means a property tax mill levy imposed on Taxable Property for the purpose of funding District administration, operations and maintenance as authorized in this Service Plan, including, without limitation, repair and replacement of Public Improvements, and imposed at a rate not to exceed the limitations set in Section IX.B. of this Service Plan.

Planned Development: means the private development or redevelopment of the properties in the Service Area, commonly referred to as the *[Name]* development, under an Approved Development Plan.

Project: means the installation and construction of the Public Improvements for the Planned Development.

Public Improvements: means the improvements and infrastructure the District is authorized by this Service Plan to finance, plan, design, acquire, construct and install *[add “operate and maintain” only if the Town has approved such function]* for the Planned Development to serve the future taxpayers and inhabitants of the District, except as specifically prohibited or limited in this Service Plan. Public Improvements shall include, without limitation, the improvements and infrastructure described in **Exhibit E** attached hereto and incorporated by reference.

Service Area: means the property within the District Boundaries and the property in the Inclusion Area Boundaries when it is added, in whole or part, to the District Boundaries.

Special District Act: means Article 1 in Title 32 of the Colorado Revised Statutes, as amended.

Service Plan: means this service plan for the District approved by the Town Board.

Service Plan Amendment: means a material modification of the Service Plan approved by the Town Board in accordance with the Special District Act, this Service Plan and any other applicable law.

State: means the State of Colorado.

Taxable Property: means the real and personal property within the District Boundaries and within the Inclusion Area Boundaries when added to the District Boundaries that will be subject to the ad valorem property taxes imposed by the District.

TABOR: means Colorado's Taxpayer's Bill of Rights in Article X, Section 20 of the Colorado Constitution.

Vicinity Map: means the map attached hereto as **Exhibit F** and incorporated by reference depicting the location of the Service Area within the regional area surrounding it.

### III. BOUNDARIES AND LOCATION

The area of the District Boundaries includes approximately [*Insert Number*] acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately [*Insert Number*] acres. A legal description and map of the District Boundaries are attached hereto as **Exhibit A** and **Exhibit B**, respectively. A legal description and map of the Inclusion Area Boundaries are attached hereto as **Exhibit C** and **Exhibit D**, respectively. It is anticipated that the District's Boundaries may expand or contract from time to time as the District undertakes inclusions or exclusions pursuant to the Special District Act, subject to the limitations set forth in this Service Plan. The location of the Service Area is depicted in the vicinity map attached as **Exhibit F**.

### IV. DESCRIPTION OF PROJECT, PLANNED DEVELOPMENT, PUBLIC BENEFITS & ASSESSED VALUATION

#### A. Project and Planned Development.

*[Describe the nature of the Project and Planned Development, estimated population at build out, timeline for development, estimated assessed value after 5 and 10 years and estimated sales tax revenue. Also, please identify all plans, including but not limited to Town-wide Plans, Small Area Plans, and General Development Plans that apply to any portion of the District's Boundaries or Inclusion Area Boundaries and describe how the Project and Planned Development are consistent with the applicable plans. Please state if the proposed District is to be located within an urban renewal area and if the proposed development is anticipating the use of tax increment financing (TIF). If the District intends to pursue TIF, provide information on how the TIF financing will interact with the District's financing and how the necessary Public Improvements will be shared across the two funding sources.]*

Approval of this Service Plan by the Town Board does not imply approval of the development of any particular land use for any specific area within the District. Any such approval must be contained within an Approved Development Plan.

B. Public Benefits.

In addition to providing the Public Improvements, the organization of the District is intended to enable the Project to deliver a number of extraordinary direct and indirect public benefits, including: *[Describe Public Benefits]* (collectively, the “Public Benefits”). The Public Benefits to be provided under this Service Plan are specifically described in **Exhibit J** attached hereto and incorporated herein by reference.

C. Assessed Valuation.

The current assessed valuation of the Service Area is approximately [*Dollar Amount*] and, at build out, is expected to be [*Dollar Amount*]. These amounts are expected to be sufficient to reasonably discharge the Debt as demonstrated in the Financial Plan.

**V. INCLUSION OF LAND IN THE SERVICE AREA**

Other than the real property in the Inclusion Area Boundaries, the District shall not include any real property into the Service Area without the Town Board’s prior written approval and in compliance with the Special District Act. Once the District has issued Debt, it shall not exclude real property from the District’s boundaries without the prior written consent of the Town.

**VI. DISTRICT GOVERNANCE**

The District’s Board shall be comprised of persons who are a qualified “eligible elector” of the District as provided in the Special District Act. It is anticipated that over time, the End Users who are eligible electors will assume direct electoral control of the District’s Board as development of the Service Area progresses. The District shall not enter into any agreement by which the End Users’ electoral control of the Board is removed or diminished.

**VII. AUTHORIZED AND PROHIBITED POWERS**

A. General Grant of Powers.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services, within and without the District Boundaries, as such powers and authorities are described in the Special District Act, other applicable State law, common law and the Colorado Constitution, subject to the prohibitions, restrictions and limitations set forth in this Service Plan.

If, after the Service Plan is approved, any State law is enacted to grant additional powers or authority to metropolitan districts by amendment of the Special District Act or otherwise, such powers and authority shall not be deemed to be a part hereof. These new

powers and authority shall only be available to be exercised by the District if the Town Board first approves a Service Plan Amendment to specifically allow the exercise of such powers or authority by the District.

B. Prohibited Improvements and Services and other Restrictions and Limitations.

The District's powers and authority under this Service Plan to provide Public Improvements and services and to otherwise exercise its other powers and authority under the Special District Act and other applicable State law, are prohibited, restricted and limited as hereafter provided. Failure to comply with these prohibitions, restrictions and limitations shall constitute a material modification under this Service Plan and shall entitle the Town to pursue all remedies available at law and in equity as provided in Sections XVI and XVII of this Service Plan:

1. Eminent Domain Restriction

The District shall not exercise its statutory power of eminent domain without first obtaining approval from the Town Board. This restriction on the District's exercise of its eminent domain power is being voluntarily acquiesced to by the District and shall not be interpreted in any way as a limitation on the District's sovereign powers and shall not negatively affect the District's status as a political subdivision of the State as conferred by the Special District Act.

2. Fee Limitation

The District is not authorized to impose and collect any fees ***[if the Town approved specific fees, add: "except that District may seek written approval in the form of a resolution from the Town Board of Trustees to collect and impose the following fees: \_\_\_\_\_"]***.

3. Operations and Maintenance

The primary purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners' association in a manner consistent with the Approved Development Plan and the Town Code, provided that nothing herein requires the Town to accept a dedication. ***[Add if appropriate: The District is specifically authorized to operate and maintain all or any part of the Public Improvements not otherwise conveyed or dedicated to the Town or another appropriate governmental entity until such time as the District is dissolved]***.

If the boundaries of the District overlap with the boundaries of an owners' association, then during any year (including any portion of a year) when the Developer is the declarant of the association, written consent of the Town is required prior to the levy and collection of an Operations and Maintenance Mill Levy (defined below) by the metropolitan district.

4. Fire Protection Restriction

The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire protection facilities or services. The authority to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire hydrants and related improvements installed as part of the Project's water system shall not be limited by this subsection.

5. Public Safety Services Restriction

The District is not authorized to provide policing or other security services. However, the District may, pursuant to C.R.S. §32-1-1004(7), as amended, furnish security services pursuant to an intergovernmental agreement with the Town.

6. Grants from Governmental Agencies Restriction

The District shall not apply for grant funds distributed by any agency of the United States Government or the State, including but not limited to the Department of Local Affairs, Conservation Trust Fund, and Great Outdoors Colorado, without the prior written approval of the Town Administrator. This restriction does not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

7. Television Relay and Translation Restriction

The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to prior written approval from the Town Board as a Service Plan Amendment.

8. Potable Water and Wastewater Treatment Facilities

Acknowledging that the Town currently owns and operates treatment facilities for potable water and wastewater that are available to provide

services to the Service Area, the District shall not plan, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain such facilities without obtaining the Town Board's prior written approval either by intergovernmental agreement or as a Service Plan Amendment.

9. Sales and Use Tax Exemption Limitation

The District shall not exercise any sales and use tax exemption otherwise available to the District under the Town Code.

10. Sub-district Restriction

The District shall not create any sub-district pursuant to the Special District Act without the prior written approval of the Town Board.

11. External Municipal Advisor Statement

Prior to the issuance of any Debt, the District shall obtain the certification of a Municipal Advisor acceptable to the Town substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in C.R.S. Section 32-1-103(12)) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

12. Special Assessments

The District shall not impose special assessments without the prior written approval of the Town Board.

13. Limitation on Extraterritorial Service

The District shall not be authorized to provide services or facilities outside the District boundaries or to establish Fees, rates, tolls, charges, penalties or charges for any such service or facilities.

14. Overlap Limitation

Without the prior consent of the Town Board, which consent shall be evidenced by resolution, the boundaries of the District shall not overlap with any other metropolitan district formed under the Special District Act.

15. Consolidation Limitation

The District shall not file a request with any Court to consolidate with another Title 32 district without the prior consent of the Town, which shall be evidenced by resolution.

## VIII. PUBLIC IMPROVEMENTS AND ESTIMATED COSTS

**Exhibit E** summarizes the type of Public Improvements that are projected to be constructed and/or installed by the District. The cost, scope, and definition of such Public Improvements may vary over time. The total estimated costs of Public Improvements, as set forth in **Exhibit G**, are approximately [**Dollar Amount**] in [**Year**] dollars and total approximately [**Dollar Amount**] in the anticipated year of construction dollars. The cost estimates are based upon preliminary engineering, architectural surveys, and reviews of the Public Improvements set forth in **Exhibit E** and include all construction cost estimates together with estimates of costs such as land acquisition, engineering services, legal expenses and other associated expenses. Maps of the anticipated location, operation, and maintenance of Public Improvements are attached hereto as **Exhibit H**. Changes in the Public Improvements or cost, which are approved by the Town in an Approved Development Plan and any agreement approved by the Town Board pursuant to Section IV.B of this Service Plan, shall not constitute a Service Plan Amendment.

The Public Improvements shall be listed using an ownership and maintenance matrix in **Exhibit E**, either individually or categorically, to identify the ownership and maintenance responsibilities of the Public Improvements.

The Town Code has development standards, contracting requirements and other legal requirements related to the construction and payment of public improvements and related to certain operation activities. Relating to these, the District shall comply with the following requirements:

A. Development Standards.

The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town Code and of other governmental entities having proper jurisdiction, as applicable. The District directly, or indirectly through any Developer, will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of

Public Improvements prior to performing such work. Unless waived by the Town Board, the District shall be required, in accordance with the Town Code, to post a letter of credit, or other approved development security for any Public Improvements to be constructed by the District. Such development security may be released in the Town Administrator's discretion when the District has obtained funds, through Debt issuance or otherwise, adequate to insure the construction of the Public Improvements, unless such release is prohibited by or in conflict with any Town Code provision, State law or any agreement approved and entered into under Section IV.B of this Service Plan. Any limitation or requirement concerning the time within which the Town must review the District's proposal or application for an Approved Development Plan or other land use approval is hereby waived by the District.

B. Contracting.

The District shall comply with all applicable State purchasing, public bidding and construction contracting requirements and limitations.

C. Land Acquisition and Conveyance.

The purchase price of any land or improvements acquired by the District from the Developer shall be no more than the then-current fair market value as confirmed by an independent MAI appraisal for land and by an independent professional engineer for improvements. Land, easements, improvements and facilities conveyed to the Town shall be free and clear of all liens, encumbrances and easements, unless otherwise approved by the Town Administrator prior to conveyance. All conveyances to the Town shall be by special warranty deed, shall be conveyed at no cost to the Town, shall include an ALTA title policy issued to the Town shall meet the environmental standards of the Town and shall comply with any other conveyance prerequisites required in the Town Code.

D. Equal Employment and Discrimination.

In connection with the performance of all acts or activities hereunder, the District shall not discriminate against any person otherwise qualified with respect to its hiring, discharging, promoting or demoting or in matters of compensation solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts entered into by the District to accomplish the purposes of this Service Plan.

## **IX. FINANCIAL PLAN/PROPOSED DEBT**

This Section IX of the Service Plan describes the nature, basis, method of funding and financing limitations associated with the acquisition, construction, completion, repair, replacement, operation and maintenance of Public Improvements.

A. Financial Plan.

The District's Financial Plan, attached as **Exhibit I** and incorporated by reference, reflects the District's anticipated schedule for incurring Debt to fund Public Improvements in support of the Project. The Financial Plan also reflects the schedule of all anticipated revenues flowing to the District derived from District mill levies, [***Fees imposed by the District***], specific ownership taxes, and all other anticipated legally available revenues. The Financial Plan is based on economic, political and industry conditions as they presently exist and reasonable projections and estimates of future conditions. These projections and estimates are not to be interpreted as the only method of implementation of the District's goals and objectives but rather a representation of one feasible alternative. Other financial structures may be used so long as they are in compliance with this Service Plan. The Financial Plan incorporates all of the provisions of this Article IX. [***Add if Developer Advances are to be used: The Developer will incur costs for Public Improvements, either in the form of direct payments for such costs, or by means of advances to the District. These Developer Advances will be reimbursable by the District from Debt, contractual reimbursement agreements and/or any other revenue sources available by law and permitted by this Service Plan, and are subject to the Maximum Debt Authorization, Maximum Mill Levy, and Maximum Debt Term Limit.***]

Based upon the assumptions contained therein, the Financial Plan projects the issuance of Bonds to fund Public Improvements and anticipated Debt repayment based on the development assumptions and absorptions of the property in the Service Area by End Users. The Financial Plan anticipates that the District will finance the planning, design, acquisition, construction, installation and completion of all Public Improvements needed to serve the Service Area.

The Financial Plan demonstrates that the District will have the financial ability to discharge all Debt to be issued as part of the Financial Plan on a reasonable basis. Furthermore, the District will secure the certification of a Municipal Advisor who will provide an opinion as to whether such Debt issuances are in the best interest of the District at the time of issuance.

B. Mill Levies.

It is anticipated that the District will impose a Debt Mill Levy and an Operations and Maintenance Mill Levy on all property within the Service Area. In doing so, the following shall apply:

1. Maximum Mill Levy

The Maximum Mill Levy shall not exceed \_\_\_\_\_ [**50 mills** , **or the amount of the Debt Mill Levy + Operations and Maintenance Mill Levy from below, whichever is less**] mills in the aggregate of the Debt Mill Levy and any Operations and Maintenance Mill Levy (if authorized), subject to Gallagher adjustments.

2. Debt Mill Levy

The District may impose a Debt Mill levy of up to \_\_\_\_\_ mills [**Note: debt mill levy must take into account the costs of the Public Improvements to paid for through debt mill levy and anticipated AV, but must not exceed 50 mills when combined with O&M mill levy**], subject to Gallagher adjustments; however, the Maximum Mill Levy may not be exceeded. The Debt Mill Levy shall be imposed for a term not greater than 40 years from the date of its first imposition

3. Operations and Maintenance Mill Levy

The District is not authorized to impose an Operations and Maintenance Mill Levy.

*or*

The District may impose an Operations and Maintenance Mill Levy of up to ten (10) mills, subject to Gallagher adjustments; however, the Maximum Mill Levy must not be exceeded.

4. Gallagher Adjustments

In the event the State's method of calculating assessed valuation for the Taxable Property changes after January 1, [**current year**] or any constitutionally mandated tax credit, cut or abatement, the District's Mill Levy, Debt Mill Levy, Operations and Maintenance Mill Levy, and Maximum Mill Levy, amounts herein provided may be increased or decreased to reflect such changes; such increases or decreases shall be determined by the District's Board in good faith so that to the extent possible, the actual tax revenues generated by such mill levies, as adjusted, are neither enhanced nor diminished as a result of such change occurring after January 1, [**current year**]. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation will be a change in the method of calculating assessed valuation.

5. Excessive Mill Levy Pledges

Any Debt issued with a mill levy pledge, or which results in a mill levy pledge that exceeds the Maximum Mill Levy, shall be deemed a material modification of this Service Plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by a Service Plan Amendment.

6. Refunding Debt

The Maximum Debt Term Limit may be exceeded for Debt refunding purposes if: (1) a majority of the District Board is composed of End Users and have voted in favor of a refunding of a part or all of the Debt; or (2) such refunding will result in a net present value savings.

7. Maximum Debt Authorization

The District anticipates approximately [*Dollar Amount*] in project costs in [*Year*] dollars as set forth in **Exhibit E** and anticipate issuing approximately [*Dollar Amount*] in Debt to pay such costs as set forth in **Exhibit G**, which Debt issuance amount shall be the amount of the Maximum Debt Authorization. The District shall not issue Debt in excess of the Maximum Debt Authorization. Bonds, loans, notes or other instruments which have been refunded shall not count against the Maximum Debt Authorization. The District must obtain from the Town Board a Service Plan Amendment prior to issuing Debt in excess of the Maximum Debt Authorization.

C. Maximum Voted Interest Rate and Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt, including any defaulting interest rate, is not permitted to exceed Twelve Percent (12%). The maximum underwriting discount shall be two and a half percent (2.5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, the Special District Act, other applicable State law and federal law as then applicable to the issuance of public securities.

D. Disclosure to Purchasers.

In order to notify future End Users who are purchasing residential lots or dwellings units in the Service Area that they will be paying, in addition to the property taxes owed to other taxing governmental entities, the property taxes imposed under the Debt Mill Levy [*and the Operations and Maintenance Mill Levy*], the District shall not be authorized to issue any Debt under this Service Plan until there is included in the Developer's Approved Development Plan provisions that require the following:

1. That the Developer, and its successors and assigns, shall prepare and submit to the Town Administrator for his approval the Disclosure Notice in substantially the form attached hereto as **Exhibit K**, which includes the maximum amount of debt authorized, the amount of debt already issued, the debt term remaining, the expected date of repayment, the Maximum Mill Levy and anticipated property tax bill based on the anticipated sale price;
2. That when the Disclosure Notice is approved by the Town Administrator, the Developer shall record the Disclosure Notice in the Garfield County Clerk and Recorder's Office; and
3. That the approved Disclosure Notice shall be provided by the Developer, and by its successors and assigns, to each potential End User purchaser of a residential lot or dwelling unit in the Service Area as early as possible in the purchasing process, but at least before that purchaser enters into a written agreement for the purchase and sale of that residential lot or dwelling unit.

E. Municipal Advisor.

A Municipal Advisor acceptable to the Town shall be retained by the District to provide a written opinion regarding the proposed terms and whether Debt terms and conditions are reasonable based upon the status of development within the District, the projected tax base increase in the District, the security offered and other considerations as may be identified by the Advisor. The District shall include in the transcript of any Bond transaction or other appropriate financing documentation for related Debt instrument, a signed letter from the Municipal Advisor providing an official opinion on the structure of the Debt, the cost of issuance, sizing, repayment term, redemption feature, couponing, credit spreads, payment, closing date, and other material transaction details of the proposed Debt. Debt shall not be undertaken by the District if the Debt terms and conditions are found to be unreasonable by the Municipal Advisor.

F. Disclosure to Debt Purchasers.

District Debt shall set forth a statement in substantially the following form:

“By acceptance of this instrument, the owner of this Debt agrees and consents to all of the limitations with respect to the payment of the principal and interest on this Debt contained herein, in the resolution of the District authorizing the issuance of this Debt and in the Service Plan of the District. This Debt is not and cannot be a Debt of the Town of Silt, Colorado”

Similar language describing the limitations with respect to the payment of the principal and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a Developer of property within the Service Area.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District shall comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be [*Dollar Amount*], which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year's operating budget is estimated to be [*Dollar Amount*].

Ongoing administration, operations and maintenance costs may be paid from property taxes collected through the imposition of an Operations and Maintenance Mill Levy, as set forth in Section IX.B.3, as well as from other revenues legally available to the District.

J. Monies from Other Governmental Sources. The District shall not apply for or accept monies from the Conservation Trust Fund, Great Outdoors Colorado, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except with prior approval of the Town. This limitation shall not apply to specific ownership taxes which shall be distributed to and available as a revenue source for the District without limitation.

## **X. TOWN FEES**

The District shall pay all applicable Town fees as required by the Town Code.

## **XI. BANKRUPTCY LIMITATIONS**

All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Mill Levy, Maximum Debt Term Limit and Fees, have been established under the authority of the Town in the Special District Act to approve this Service Plan. It is expressly intended that by such approval such limitations: (i) shall not be set aside for any reason, including by judicial action, absent a Service Plan Amendment; and (ii) are, together with all other requirements of State law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

## **XII. ANNUAL REPORTS AND BOARD MEETINGS**

### **A. General.**

The District shall be responsible for submitting an Annual Report to the Town Clerk no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report may be made available to the public on the Town’s website.

### **B. Board Meetings.**

The District’s board of directors shall hold at least one public board meeting in three of the four quarters of each calendar year, beginning in the first full calendar year after the District’s creation. Notice for each of these meetings shall be given in accordance with the requirements of the Special District Act and other applicable State law. This meeting requirement shall not apply until there is at least one End User of property within the District. Also, this requirement shall no longer apply when a majority of the directors on the District’s Board are End Users.

### **C. Report Requirements.**

Unless waived in writing by the Town Administrator, the District Annual Report must include the following in the Annual Report:

#### **1. Narrative**

A narrative summary of the progress of the District in implementing its Service Plan for the report year.

2. Financial Statements

Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operation (i.e., revenue and expenditures) for the report year.

3. Capital Expenditures

Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of improvements in the report year.

4. Financial Obligations

Unless disclosed within a separate schedule to the financial statements, a summary of financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new District Debt issued in the report year, the total assessed valuation of all Taxable Property within the Service Area as of January 1 of the report year and the current total District mill levy pledged to Debt retirement in the report year.

5. Board Contact Information

The names and contact information of the current directors on the District's Board, any District Administrator and the attorney for the District shall be listed in the report. The District's current office address, phone number, email address and any website address shall also be listed in the report.

6. Other Information

Any other information deemed relevant by the Town Board or deemed reasonably necessary by the Town Administrator.

7. Reporting of Significant Events

The Annual Report shall also include information as to any of the following that occurred during the report year:

- (1) Boundary changes made or proposed to the District Boundaries as of December 31 of the report year.

- (2) Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the report year.
- (3) Copies of the District's rules and regulations, if any, or substantial changes to the District's rules and regulations as of December 31 of the report year.
- (4) A summary of any litigation which involves the District's Public Improvements as of December 31 of the report year.
- (5) A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the report year.
- (6) Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
- (7) Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

D. Failure to Submit.

In the event the Annual Report is not timely received by the Town Clerk or is not fully responsive, notice of such default shall be given to the District Board at its last known address. The failure of the District to file the Annual Report within forty-five (45) days of the mailing of such default notice by the Town Clerk may constitute a material modification of the Service Plan, at the discretion of the Town Administrator.

### **XIII. SERVICE PLAN AMENDMENTS**

This Service Plan is general in nature and does not include specific detail in some instances. The Service Plan has been designed with sufficient flexibility to enable the District to provide required improvements, services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of improvements and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements, shall be permitted to accommodate development needs provided such Public Improvements are consistent with the then-current Approved Development Plans for the Project and any agreement approved by the Town Board pursuant to Section IV.B of this Service Plan. Any action of the District, which is a material modification of this Service Plan requiring a Service Plan Amendment as provided in Section XIV of this Service Plan or that does not comply with provisions of this Service Plan, shall be deemed to be a material

modification to this Service Plan unless otherwise expressly provided in this Service Plan. All other departures from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departures are a material modification under this Service Plan or the Special District Act.

#### **XIV. MATERIAL MODIFICATIONS**

Material modifications to this Service Plan may be made only in accordance with C.R.S. Section 32-1-207 as a Service Plan Amendment. No modification shall be required for an action of the District that does not materially depart from the provisions of this Service Plan, unless otherwise provided in this Service Plan.

Departures from the Service Plan that constitute a material modification requiring a Service Plan Amendment include, without limitation:

1. Actions or failures to act that create materially greater financial risk or burden to the taxpayers of the District;
2. Performance of a service or function, construction of an improvement, or acquisition of a major facility that is not closely related to an improvement, service, function or facility authorized in the Service Plan;
3. Failure to perform a service or function, construct an improvement or acquire a facility required by the Service Plan; and
4. Failure to comply with any of the preconditions, prohibitions, limitations and restrictions of this Service Plan.

#### **XV. DISSOLUTION**

Upon independent determination by the Town Board that the purposes for which the District was created have been accomplished, the District shall file a petition in district court for dissolution as provided in the Special District Act. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State law.

In addition, if within five (5) years from the date of the Town Board's approval of this Service Plan the intergovernmental agreement contemplated by Section XVII of this Service Plan has not been entered into by the Town with the District and/or any Developer, despite the parties conducting good faith negotiations attempting to do so, the Town may opt to pursue the remedies available to it under C.R.S. Section 32-1-701(3) in order to compel the District to dissolve in a prompt and orderly manner. In such event: (i) the limited purposes and powers of the District, as authorized herein, shall

automatically terminate and be expressly limited to taking only those actions that are reasonably necessary to dissolve; (ii) the Board of the District will be deemed to have agreed with the Town regarding its dissolution without an election pursuant to C.R.S. §32-1-704(3)(b); (iii) the District shall take no action to contest or impede the dissolution of the District and shall affirmatively and diligently cooperate in securing the final dissolution of the District, and (iv) subject to the statutory requirements of the Special District Act, the District shall thereupon dissolve.

## **XVI. SANCTIONS**

Should the District undertake any act without obtaining prior Town Board approval or consent or Town Administrator approval or consent under this Service Plan, that constitutes a material modification to this Service Plan requiring a Service Plan Amendment as provided herein or under the Special Districts Act, or that does not otherwise comply with the provisions of this Service Plan, the Town Board may impose one (1) or more of the following sanctions, as it deems appropriate:

1. Exercise any applicable remedy under the Special District Act;
2. Withhold the issuance of any permit, authorization, acceptance or other administrative approval, or withhold any cooperation, necessary for the District's development or construction or operation of improvements or provision of services;
3. Exercise any legal remedy under the terms of any intergovernmental agreement under which the District is in default; or
4. Exercise any other legal and equitable remedy available under the law, including seeking prohibitory and mandatory injunctive relief against the District, to ensure compliance with the provisions of the Service Plan or applicable law.

## **XVII. INTERGOVERNMENTAL AGREEMENT WITH TOWN**

The District and the Town shall enter into an intergovernmental agreement, the form of which shall be in substantially the form attached hereto as **Exhibit L** and incorporated by reference (the "IGA"). However, the Town and the District may include such additional details, terms and conditions as they deem necessary in connection with the Project and the construction and funding of the Public Improvements and the Public Benefits. The District's Board shall approve the IGA at its first board meeting, unless agreed otherwise by the Town Administrator. Entering into this IGA is a precondition to the District issuing any Debt or imposing any Debt Mill Levy, Operations and Maintenance Mill Levy or Fee for the payment of Debt under this Service Plan. In addition, failure of the District to enter into the IGA as

required herein shall constitute a material modification of this Service Plan and subject to the sanctions in Article XVII of this Service Plan. The Town and the District may amend the IGA from time-to-time provided such amendment is not in conflict with any provision of this Service Plan.

## **XVIII. CONCLUSION**

It is submitted that this Service Plan, as required by C.R.S. Section 32-1-203(2), establishes that:

1. There is sufficient existing and projected need for organized service in the Service Area to be served by the District;
2. The existing service in the Service Area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the Service Area; and
4. The Service Area does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

## **XIX. RESOLUTION OF APPROVAL**

The District agrees to incorporate the Town Board's resolution approving this Service Plan, including any conditions on any such approval, into the copy of the Service Plan presented to the District Court for and in Garfield County, Colorado.

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 26, 2020  
Council Action Form**

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**SUBJECT:** Extending the Moratorium on the Submission, Acceptance, Processing, and Approval of any Application for Medical Marijuana Dispensary or a Retail Marijuana Dispensary

**PROCEDURE:** (1<sup>st</sup> Reading – Public Hearing) Ordinance 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**

**RECOMMENDATION:** (Staff) recommends approval of Ordinance 11, Series of 2020.

**SUMMARY:** On or about 1-13-20, the Board of Trustees approved an Emergency Ordinance to impose a 6-month moratorium on the processing of marijuana business applications in lieu of the Board (& Planning & Zoning Commission) reviewing Titles 5 (Business License) and 17 (Zoning) of the Silt Municipal Code. This emergency ordinance would necessarily expire prior to the adoption of ordinances amending Titles 5 and 17 (slated for introduction on June 8, 2020, 2<sup>nd</sup> reading on June 22, 2020, and in effect by July 27, 2020), and therefore the extension is necessary to avoid a gap.

**FUNDING SOURCE:** Town

**ORDINANCE FIRST READING DATE:** May 26, 2020

**ORDINANCE SECOND READING DATE:** June 8, 2020

**RESOLUTION READING DATE:** N/A

**ORIGINATED BY:** Board of Trustees

**PRESENTED BY:** Janet Aluise, CDD

**DOCUMENTS ATTACHED:** Ordinance 11, Series of 2020

**TOWN ATTORNEY REVIEW [X] YES [ ] NO**      **INITIALS \_\_\_\_\_**

**SUBMITTED BY:**

**REVIEWED BY:**

*Janet Aluise*

*Jeff Layman*

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

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

**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 Finance Report

Month: April 2020 (33% of year has elapsed)

## General Fund

|              |    |         |     |
|--------------|----|---------|-----|
| Revenue      | \$ | 998,142 | 32% |
| Expenditures | \$ | 728,139 | 23% |

## General Fund Revenue

|            |    |         |     |
|------------|----|---------|-----|
| Sales Tax: | \$ | 310,746 | 36% |
| Use Tax:   | \$ | 92,958  | 30% |

## Funds Report

### Water/Wastewater:

|         |    |         |     |
|---------|----|---------|-----|
| Revenue | \$ | 681,554 | 19% |
| Expense | \$ | 532,450 | 16% |

### Irrigation:

|         |    |        |     |
|---------|----|--------|-----|
| Revenue | \$ | 79,872 | 26% |
| Expense | \$ | 79,856 | 28% |

### Silt Housing Authority:

|         |    |        |     |
|---------|----|--------|-----|
| Revenue | \$ | 94,141 | 47% |
| Expense | \$ | 62,506 | 38% |

## Capital Improvement Expenses

## Investments

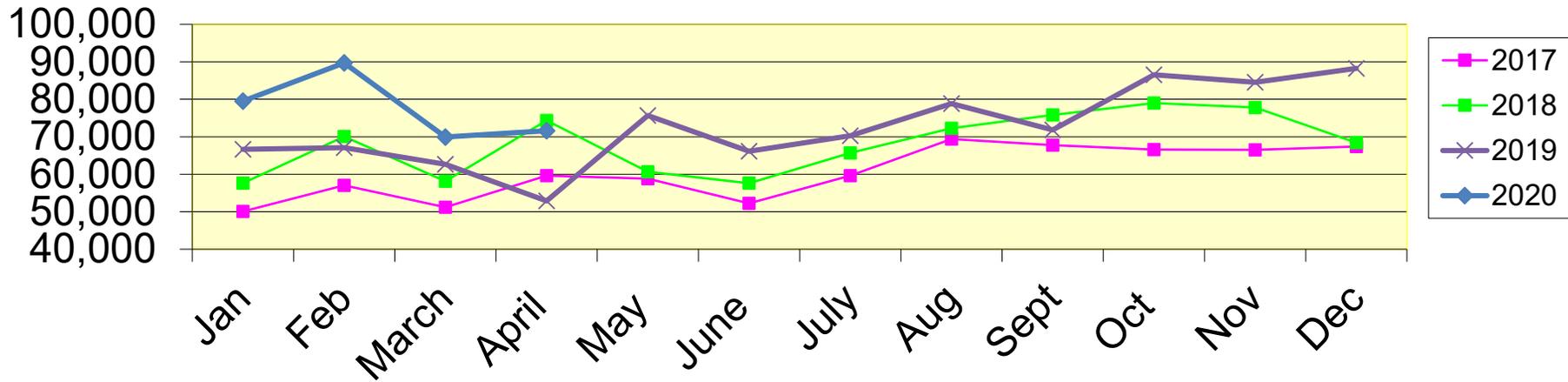
|                          |                 |
|--------------------------|-----------------|
| Cash:                    | 4,104,660       |
| Checking:                | 360,503 ANB     |
| Money Market:            | 1,163,834 ANB   |
| CSafe 01                 | 503,240 CSafe   |
| CSafe 02                 | 1,511,104 CSafe |
| Csafe 03                 | 592,944 CSafe   |
| Utilities Cash Clearing: | 35              |
| A/R Cash Clearing:       | 0               |
| W/WW Reserved Cash:      | 27,000          |

# Town of Silt

Month Town Received Funds

|      | Jan    | Feb    | March  | April  | May    | June   | July   | Aug    | Sept   | Oct    | Nov    | Dec    |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 2017 | 50,080 | 57,035 | 51,212 | 59,655 | 58,779 | 52,208 | 59,598 | 69,393 | 67,756 | 66,559 | 66,518 | 67,410 |
| 2018 | 57,660 | 70,030 | 58,182 | 74,318 | 60,672 | 57,601 | 65,718 | 72,248 | 75,837 | 78,986 | 77,830 | 68,435 |
| 2019 | 66,667 | 67,063 | 62,651 | 52,890 | 75,666 | 66,144 | 70,293 | 78,867 | 71,805 | 86,548 | 84,521 | 88,243 |
| 2020 | 79,495 | 89,702 | 69,937 | 71,613 |        |        |        |        |        |        |        |        |

## Sales Tax Collected 2017-2020



| Y-T-D   | Total          |
|---------|----------------|
| 217,982 | 2017   726,203 |
| 260,190 | 2018   817,517 |
| 249,271 | 2019   871,358 |
| 310,747 | 2020           |

# Town of Silt      Monthly Financial / Cash Flow Report

April 2020 (33% of the Year has elapsed)

| Fund                      | YTD Revenues     | Budgeted Revenues | %   | YTD Expenses     | Budgeted Expenses | %   | Revenues over/under Expenses | Current Fund Balance |
|---------------------------|------------------|-------------------|-----|------------------|-------------------|-----|------------------------------|----------------------|
| General Fund              | 998,142          | 3,134,186         | 32% | 728,139          | 3,195,378         | 23% | 270,003                      | 2,373,118            |
| Conservation Trust Fund   | 7,887            | 34,500            | 23% | 1,459            | 30,000            | 5%  | 6,428                        | 93,897               |
| Water & Wastewater Fund   | 681,554          | 3,604,935         | 19% | 532,450          | 3,286,859         | 16% | 149,104                      | 2,375,306            |
| Irrigation Fund           | 79,872           | 311,000           | 26% | 79,856           | 287,451           | 28% | 16                           | 598,989              |
| Victim Assistance Fund    | 1,341            | 8,000             | 17% | 1,430            | 11,000            | 13% | -89                          | 55,602               |
| Beautification Fund       | 7,395            | 46,525            | 16% | 6,500            | 190,500           | 3%  | 895                          | 261,560              |
| Park Impact Fund          | 6,285            | 12,050            | 52% | 0                | 10,000            | 0%  | 6,285                        | 56,354               |
| Construction Impact Fund  | 4,545            | 9,000             | 51% | 0                | 30,000            | 0%  | 4,545                        | 52,683               |
| Silt Housing Authority    | 94,141           | 199,500           | 47% | 62,506           | 163,468           | 38% | 31,635                       | 164,595              |
| Economic Devel. Revolving | 8,483            | 16,990            | 50% | 1,044            | 16,591            | 6%  | 7,439                        | 20,931               |
| <b>Total</b>              | <b>1,889,645</b> | <b>7,376,686</b>  |     | <b>1,413,384</b> | <b>7,221,247</b>  |     | <b>476,261</b>               | <b>6,053,035</b>     |

|           | YTD Revenue | % of Budget |
|-----------|-------------|-------------|
| Sales Tax | 310,746     | 36.3%       |
| Use Tax   | 92,958      | 30.0%       |

|                         | YTD Revenue | % of Budget |
|-------------------------|-------------|-------------|
| Trash Service Fees      | 135,387     | 35.3%       |
| Water Service Fess      | 254,765     | 32.3%       |
| Wastewater Service Fees | 323,951     | 34.1%       |
| Irrigation Fees         | 79,872      | 33.8%       |

TOWN OF SILT  
 COMBINED CASH INVESTMENT  
 APRIL 30, 2020

COMBINED CASH ACCOUNTS

|                   |                               |                 |
|-------------------|-------------------------------|-----------------|
| 100-0000-100-0101 | COMBINE CHECKING-AMERICAN NAT | 360,502.83      |
| 100-0000-100-0106 | MONEY MARKET / COMBINED       | 1,163,833.52    |
| 100-0000-100-0107 | CASH - CSAFE 01               | 503,240.29      |
| 100-0000-100-0108 | CASH - CSAFE 02               | 1,511,103.58    |
| 100-0000-100-0109 | CASH - CSAFE 03               | 592,944.20      |
| 100-0000-100-0175 | CASH CLEARING - UTILITIES     | 35.08           |
| 100-0000-100-0185 | RESERVED CASH/WATER/WW        | ( 27,000.00)    |
|                   | TOTAL COMBINED CASH           | 4,104,659.50    |
| 100-0000-100-0100 | CASH ALLOCATED TO OTHER FUNDS | ( 4,104,659.50) |
|                   | TOTAL UNALLOCATED CASH        | .00             |

CASH ALLOCATION RECONCILIATION

|    |                                                        |                 |
|----|--------------------------------------------------------|-----------------|
| 1  | ALLOCATION TO GENERAL FUND                             | 2,299,088.61    |
| 3  | ALLOCATION TO CONSERVATION TRUST FUND                  | ( 46,027.08)    |
| 5  | ALLOCATION TO WATER & WASTEWATER FUND                  | 1,438,155.98    |
| 6  | ALLOCATION TO IRRIGATION FUND                          | 515,558.13      |
| 8  | ALLOCATION TO VICTIM ASSISTANCE FUND                   | 55,601.69       |
| 9  | ALLOCATION TO BEAUTIFICATION FUND                      | 244,485.79      |
| 12 | ALLOCATION TO PARK IMPACT FEE FUND                     | 30,494.09       |
| 13 | ALLOCATION TO CONSTRUCTION IMPACT FEE FUND             | 52,683.25       |
| 15 | ALLOCATION TO SILT HOUSING AUTHORITY                   | ( 506,311.88)   |
| 17 | ALLOCATION TO ECONOMIC DEVELOPMENT REVOLVING           | 20,930.92       |
|    | TOTAL ALLOCATIONS TO OTHER FUNDS                       | 4,104,659.50    |
|    | ALLOCATION FROM COMBINED CASH FUND - 100-0000-100-0100 | ( 4,104,659.50) |
|    | ZERO PROOF IF ALLOCATIONS BALANCE                      | .00             |

TOWN OF SILT  
PAYABLES CLEARING FUND ALLOCATIONS  
APRIL 30, 2020

PAYROLL PAYABLES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAYROLL PAYABLES ALLOCATION RECONCILIATION

|                                         |           |
|-----------------------------------------|-----------|
| 1 ALLOCATION TO GENERAL FUND            | ( 375.00) |
| 5 ALLOCATION TO WATER & WASTEWATER FUND | 17,739.07 |
| 6 ALLOCATION TO IRRIGATION FUND         | 4,550.35  |
| 15 ALLOCATION TO SILT HOUSING AUTHORITY | 1,158.04  |
|                                         | _____     |
| TOTAL ALLOCATIONS TO OTHER FUNDS        | 23,072.46 |
|                                         | _____     |
| ZERO PROOF IF ALLOCATIONS BALANCE       | 23,072.46 |
|                                         | _____     |

TOWN OF SILT  
 BALANCE SHEET  
 APRIL 30, 2020

GENERAL FUND

ASSETS

|                   |                            |              |              |
|-------------------|----------------------------|--------------|--------------|
| 001-0000-100-0100 | CASH - COMBINED FUND       | 2,299,088.61 |              |
| 001-0000-100-0101 | ANB BANK                   | 12,539.20    |              |
| 001-0000-100-0109 | XPRESS DEPOSIT ACCOUNT     | 75,811.60    |              |
| 001-0000-100-0114 | CASH IN BANK - COLO TRUST  | 35,887.96    |              |
| 001-0000-100-0125 | PETTY CASH                 | 400.00       |              |
| 001-0000-100-0127 | REC. PETTY CASH            | 4,000.00     |              |
| 001-0000-100-0135 | INVENTORY - RFTA PASSES    | 826.10       |              |
| 001-0000-100-0201 | ACCOUNTS RECEIVABLE        | 89,676.21    |              |
| 001-0000-100-0205 | TRASH ACCOUNTS RECEIVABLE  | 41,463.47    |              |
| 001-0000-100-0209 | A/R - OTHER GOV'T ENTITIES | 201,819.87   |              |
| 001-0000-100-0241 | ACCOUNTS REC               | 258.50       |              |
|                   |                            |              |              |
|                   | TOTAL ASSETS               |              | 2,761,771.52 |

LIABILITIES AND EQUITY

LIABILITIES

|                   |                             |             |            |
|-------------------|-----------------------------|-------------|------------|
| 001-0000-200-0101 | ACCOUNTS PAYABLE            | 121,395.20  |            |
| 001-0000-200-0120 | LANDSCAPING DEPOSITS        | 7,350.00    |            |
| 001-0000-200-0200 | PAYROLL PAYABLES ALLOCATION | ( 375.00)   |            |
| 001-0000-200-0204 | CHILD SUPPORT PAYABLES      | ( 4,983.48) |            |
| 001-0000-200-0205 | FEDERAL WITHHOLDING         | ( 4.34)     |            |
| 001-0000-200-0206 | STATE WITHHOLDING           | ( 172.00)   |            |
| 001-0000-200-0207 | SOCIAL SECURITY WITHHOLDING | 3,184.80    |            |
| 001-0000-200-0208 | MEDICARE WITHHOLDING        | 1,802.70    |            |
| 001-0000-200-0209 | POLICE PENSION PAYABLE      | ( 2,367.33) |            |
| 001-0000-200-0210 | RETIREMENT PAYABLE          | 1,332.34    |            |
| 001-0000-200-0211 | HEALTH / LIFE PAYABLE       | ( 2,105.99) |            |
| 001-0000-200-0214 | STATE UNEMPLOYMENT PAYABLE  | 355.51      |            |
| 001-0000-200-0216 | DEATH & DISABILITY          | ( 679.43)   |            |
| 001-0000-200-0301 | ESCROW - CONTRACTOR BONDS   | 8,470.00    |            |
| 001-0000-200-0302 | STREET CUT DEPOSITS         | 3,040.00    |            |
| 001-0000-200-0304 | RECR SCHLORSHIP ESCROW      | 566.00      |            |
| 001-0000-200-0308 | SALES TAX REFUND            | 32,772.44   |            |
| 001-0000-200-0316 | 6 & 24 @ 1ST TURN LANE      | 29,911.58   |            |
| 001-0000-200-0317 | LYON'S ARADR & SIA DEPOSIT  | 1,000.00    |            |
| 001-0000-200-0550 | ACCRUED LIABILITY/VACATION  | 110,322.85  |            |
|                   |                             |             |            |
|                   | TOTAL LIABILITIES           |             | 310,815.85 |

FUND EQUITY

|                   |                                 |              |              |
|-------------------|---------------------------------|--------------|--------------|
| 001-0000-250-0101 | RESERVE                         | 77,838.00    |              |
|                   |                                 |              |              |
|                   | UNAPPROPRIATED FUND BALANCE:    |              |              |
| 001-0000-240-0101 | FUND BALANCE                    | 2,103,115.24 |              |
|                   | REVENUE OVER EXPENDITURES - YTD | 270,002.43   |              |
|                   |                                 |              |              |
|                   | BALANCE - CURRENT DATE          |              | 2,373,117.67 |
|                   |                                 |              |              |
|                   | TOTAL FUND EQUITY               |              | 2,450,955.67 |

TOWN OF SILT  
BALANCE SHEET  
APRIL 30, 2020

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

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2,761,771.52

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TOWN OF SILT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                                  | PERIOD ACTUAL     | YTD ACTUAL        | BUDGET              | UNEARNED            | PCNT        |
|----------------------------------|-------------------|-------------------|---------------------|---------------------|-------------|
| <u>TAXES</u>                     |                   |                   |                     |                     |             |
| 001-0000-300-0101                | 18,267.87         | 147,873.12        | 322,284.00          | 174,410.88          | 45.9        |
| 001-0000-300-0103                | 47,741.75         | 207,163.99        | 571,000.00          | 363,836.01          | 36.3        |
| 001-0000-300-0104                | 9,213.27          | 41,781.72         | 105,000.00          | 63,218.28           | 39.8        |
| 001-0000-300-0105                | 16,433.88         | 92,957.56         | 310,000.00          | 217,042.44          | 30.0        |
| 001-0000-300-0106                | 5,355.90          | 25,322.00         | 65,000.00           | 39,678.00           | 39.0        |
| 001-0000-300-0107                | .00               | 7,207.12          | 31,000.00           | 23,792.88           | 23.3        |
| 001-0000-300-0108                | .00               | .00               | 900.00              | 900.00              | .0          |
| 001-0000-300-0109                | 1,413.42          | 7,113.75          | 22,000.00           | 14,886.25           | 32.3        |
| 001-0000-300-0111                | 23,870.88         | 103,582.00        | 285,600.00          | 182,018.00          | 36.3        |
|                                  | <u>122,296.97</u> | <u>633,001.26</u> | <u>1,712,784.00</u> | <u>1,079,782.74</u> | <u>37.0</u> |
| <u>INTERGOVERNMENTAL REVENUE</u> |                   |                   |                     |                     |             |
| 001-0000-300-0201                | 149.36            | 742.05            | 2,400.00            | 1,657.95            | 30.9        |
| 001-0000-300-0202                | 7,887.04          | 32,330.91         | 104,311.00          | 71,980.09           | 31.0        |
| 001-0000-300-0203                | 993.97            | 4,740.02          | 14,500.00           | 9,759.98            | 32.7        |
| 001-0000-300-0204                | .00               | .00               | 190,000.00          | 190,000.00          | .0          |
| 001-0000-300-0205                | 81.43             | 655.13            | 5,000.00            | 4,344.87            | 13.1        |
|                                  | <u>9,111.80</u>   | <u>38,468.11</u>  | <u>316,211.00</u>   | <u>277,742.89</u>   | <u>12.2</u> |
| <u>LICENSES/PERMITS</u>          |                   |                   |                     |                     |             |
| 001-0000-300-0301                | .00               | 4,730.00          | 5,500.00            | 770.00              | 86.0        |
| 001-0000-300-0302                | 200.00            | 5,675.00          | 6,000.00            | 325.00              | 94.6        |
| 001-0000-300-0303                | 75.00             | 730.00            | 2,300.00            | 1,570.00            | 31.7        |
| 001-0000-300-0304                | 50.00             | 1,725.00          | 2,500.00            | 775.00              | 69.0        |
| 001-0000-300-0305                | 20.00             | 470.00            | 1,000.00            | 530.00              | 47.0        |
| 001-0000-300-0306                | 1,577.00          | 13,728.94         | 50,000.00           | 36,271.06           | 27.5        |
| 001-0000-300-0308                | .00               | 5,400.00          | 2,000.00            | ( 3,400.00)         | 270.0       |
| 001-0000-300-0309                | .00               | 70.00             | 200.00              | 130.00              | 35.0        |
| 001-0000-300-0310                | .00               | .00               | 50.00               | 50.00               | .0          |
| 001-0000-300-0312                | 50.00             | 700.00            | 800.00              | 100.00              | 87.5        |
| 001-0000-300-0313                | .00               | 350.00            | 800.00              | 450.00              | 43.8        |
| 001-0000-300-0314                | .00               | .00               | 40.00               | 40.00               | .0          |
|                                  | <u>1,972.00</u>   | <u>33,578.94</u>  | <u>71,190.00</u>    | <u>37,611.06</u>    | <u>47.2</u> |

TOWN OF SILT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                             | PERIOD ACTUAL              | YTD ACTUAL | BUDGET     | UNEARNED   | PCNT            |
|-----------------------------|----------------------------|------------|------------|------------|-----------------|
| <u>CHARGES FOR SERVICES</u> |                            |            |            |            |                 |
| 001-0000-300-0401           | RECREATION FEES            | 150.00     | 150.00     | 800.00     | 650.00 18.8     |
| 001-0000-300-0402           | CEMETERY FEES              | .00        | 50.00      | 1,200.00   | 1,150.00 4.2    |
| 001-0000-300-0403           | TRASH SERVICE FEES         | 33,864.37  | 135,386.91 | 384,000.00 | 248,613.09 35.3 |
| 001-0000-300-0405           | POLICE SERVICE FEES        | 580.43     | 1,060.70   | 4,000.00   | 2,939.30 26.5   |
| 001-0000-300-0430           | SOCCER REVENUE             | .00        | 1,920.00   | .00 (      | 1,920.00) .0    |
| 001-0000-300-0435           | VENDOR FEES                | .00        | .00        | 60.00      | 60.00 .0        |
| 001-0000-300-0437           | COMMUNITY/CONCERT EVENTS   | .00        | 3,730.00   | 15,000.00  | 11,270.00 24.9  |
| 001-0000-300-0440           | COM. DEV. ADMIN FEES       | .00        | 29.25      | 1,000.00   | 970.75 2.9      |
| 001-0000-300-0444           | AMBULANCE FEES             | .00        | .00        | 100.00     | 100.00 .0       |
|                             | TOTAL CHARGES FOR SERVICES | 34,594.80  | 142,326.86 | 406,160.00 | 263,833.14 35.0 |
| <u>FINES</u>                |                            |            |            |            |                 |
| 001-0000-300-0501           | COURT FINES                | 914.00     | 4,563.16   | 26,000.00  | 21,436.84 17.6  |
| 001-0000-300-0502           | POLICE SURCHARGE FINES     | 200.00     | 511.00     | 3,400.00   | 2,889.00 15.0   |
| 001-0000-300-0503           | USEFUL PUBLIC SERVICE      | .00        | .00        | 100.00     | 100.00 .0       |
| 001-0000-300-0504           | IMPOUND CHARGES            | .00        | 60.00      | 1,000.00   | 940.00 6.0      |
|                             | TOTAL FINES                | 1,114.00   | 5,134.16   | 30,500.00  | 25,365.84 16.8  |
| <u>GRANTS/CONTRIBUTIONS</u> |                            |            |            |            |                 |
| 001-0000-300-0601           | POLICE - BIKE RODEO        | 300.00     | 1,350.00   | 500.00 (   | 850.00) 270.0   |
| 001-0000-300-0602           | POLICE REIMBURSEMENT       | .00        | 8,439.00   | 10,000.00  | 1,561.00 84.4   |
| 001-0000-300-0603           | MISC. GRANTS               | 2,610.00   | 3,610.00   | 357,000.00 | 353,390.00 1.0  |
| 001-0000-300-0604           | POLICE - CAMP BADGE        | .00        | .00        | 2,500.00   | 2,500.00 .0     |
| 001-0000-300-0607           | POLICE GRANT/DONATION - K9 | .00        | 13,133.71  | .00 (      | 13,133.71) .0   |
| 001-0000-300-0609           | DONATIONS - RECREATION     | 700.00     | 1,000.00   | 4,500.00   | 3,500.00 22.2   |
|                             | TOTAL GRANTS/CONTRIBUTIONS | 3,610.00   | 27,532.71  | 374,500.00 | 346,967.29 7.4  |
| <u>ADMINISTRATION FEES</u>  |                            |            |            |            |                 |
| 001-0000-300-0702           | ADMIN FEE - WATER & WW     | 10,514.42  | 42,057.68  | 126,173.00 | 84,115.32 33.3  |
| 001-0000-300-0703           | ADMIN FEE - IRRIGATION     | 907.08     | 3,628.32   | 10,885.00  | 7,256.68 33.3   |
| 001-0000-300-0705           | ADMIN FEE - SENIOR HOUSING | 581.92     | 2,327.68   | 6,983.00   | 4,655.32 33.3   |
|                             | TOTAL ADMINISTRATION FEES  | 12,003.42  | 48,013.68  | 144,041.00 | 96,027.32 33.3  |



TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                                  | PERIOD ACTUAL   | YTD ACTUAL       | BUDGET           | UNEXPENDED       | PCNT        |
|----------------------------------|-----------------|------------------|------------------|------------------|-------------|
| <u>BOARD OF TRUSTEES</u>         |                 |                  |                  |                  |             |
| 001-0100-405-0101                | 3,000.00        | 9,000.00         | 36,000.00        | 27,000.00        | 25.0        |
| 001-0100-405-0106                | 238.50          | 715.50           | 2,950.00         | 2,234.50         | 24.3        |
| 001-0100-405-0110                | .00             | .00              | 1,000.00         | 1,000.00         | .0          |
| 001-0100-405-0112                | .00             | .00              | 500.00           | 500.00           | .0          |
| 001-0100-405-0213                | 1,463.97        | 1,477.95         | 5,500.00         | 4,022.05         | 26.9        |
| 001-0100-405-0235                | .00             | .00              | 1,000.00         | 1,000.00         | .0          |
| 001-0100-405-0242                | .00             | .00              | 2,000.00         | 2,000.00         | .0          |
| 001-0100-405-0277                | .00             | .00              | 500.00           | 500.00           | .0          |
| 001-0100-405-0401                | 20.70           | 20.70            | 50.00            | 29.30            | 41.4        |
| 001-0100-405-0404                | 61.30           | 183.92           | 580.00           | 396.08           | 31.7        |
| 001-0100-405-0406                | .00             | 1,473.43         | 1,500.00         | 26.57            | 98.2        |
| 001-0100-405-0425                | 120.00          | 290.00           | 1,000.00         | 710.00           | 29.0        |
|                                  | <u>4,904.47</u> | <u>13,161.50</u> | <u>52,580.00</u> | <u>39,418.50</u> | <u>25.0</u> |
| <u>BOARD OF TRUSTEES-CONTRIB</u> |                 |                  |                  |                  |             |
| 001-0100-406-0540                | .00             | .00              | 2,000.00         | 2,000.00         | .0          |
| 001-0100-406-0545                | .00             | .00              | 1,450.00         | 1,450.00         | .0          |
| 001-0100-406-0552                | .00             | 3,000.00         | 3,000.00         | .00              | 100.0       |
| 001-0100-406-0557                | .00             | 3,000.00         | 3,000.00         | .00              | 100.0       |
| 001-0100-406-0596                | .00             | 1,400.00         | 1,875.00         | 475.00           | 74.7        |
| 001-0100-406-0599                | .00             | 2,500.00         | 2,500.00         | .00              | 100.0       |
|                                  | <u>.00</u>      | <u>9,900.00</u>  | <u>13,825.00</u> | <u>3,925.00</u>  | <u>71.6</u> |
| <u>TOWN ADMINISTRATOR</u>        |                 |                  |                  |                  |             |
| 001-0200-410-0101                | 3,790.60        | 13,442.40        | 40,000.00        | 26,557.60        | 33.6        |
| 001-0200-410-0106                | 294.29          | 1,040.42         | 3,000.00         | 1,959.58         | 34.7        |
| 001-0200-410-0107                | 140.58          | 562.32           | 2,236.00         | 1,673.68         | 25.2        |
| 001-0200-410-0109                | 628.98          | 2,515.92         | 8,814.00         | 6,298.08         | 28.5        |
| 001-0200-410-0110                | .00             | .00              | 1,000.00         | 1,000.00         | .0          |
| 001-0200-410-0112                | .00             | 111.36           | 750.00           | 638.64           | 14.9        |
| 001-0200-410-0251                | .00             | 48.59            | 650.00           | 601.41           | 7.5         |
| 001-0200-410-0406                | .00             | .00              | 1,000.00         | 1,000.00         | .0          |
|                                  | <u>4,854.45</u> | <u>17,721.01</u> | <u>57,450.00</u> | <u>39,728.99</u> | <u>30.9</u> |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                   | PERIOD ACTUAL   | YTD ACTUAL       | BUDGET           | UNEXPENDED       | PCNT        |
|-------------------|-----------------|------------------|------------------|------------------|-------------|
| <u>TOWN CLERK</u> |                 |                  |                  |                  |             |
| 001-0300-415-0101 | 3,356.80        | 13,405.09        | 43,810.00        | 30,404.91        | 30.6        |
| 001-0300-415-0106 | 266.48          | 1,064.17         | 3,300.00         | 2,235.83         | 32.3        |
| 001-0300-415-0107 | 167.84          | 670.25           | 2,340.00         | 1,669.75         | 28.6        |
| 001-0300-415-0109 | 513.30          | 2,053.20         | 6,162.00         | 4,108.80         | 33.3        |
| 001-0300-415-0110 | .00             | .00              | 800.00           | 800.00           | .0          |
| 001-0300-415-0112 | 53.00           | 53.00            | 500.00           | 447.00           | 10.6        |
| 001-0300-415-0204 | 21.20           | 63.06            | 4,000.00         | 3,936.94         | 1.6         |
| 001-0300-415-0235 | .00             | .00              | 100.00           | 100.00           | .0          |
| 001-0300-415-0251 | 45.00           | 175.00           | 480.00           | 305.00           | 36.5        |
| 001-0300-415-0402 | 16.65           | 194.37           | 300.00           | 105.63           | 64.8        |
| 001-0300-415-0403 | 96.00           | 96.00            | 200.00           | 104.00           | 48.0        |
| 001-0300-415-0404 | 551.50          | 551.50           | 1,500.00         | 948.50           | 36.8        |
| 001-0300-415-0406 | 14.99           | 204.98           | 350.00           | 145.02           | 58.6        |
| 001-0300-415-0499 | .00             | .00              | 75.00            | 75.00            | .0          |
|                   | <u>5,102.76</u> | <u>18,530.62</u> | <u>63,917.00</u> | <u>45,386.38</u> | <u>29.0</u> |
| <u>TREASURER</u>  |                 |                  |                  |                  |             |
| 001-0400-420-0101 | 3,574.32        | 13,311.89        | 40,295.00        | 26,983.11        | 33.0        |
| 001-0400-420-0106 | 280.71          | 1,044.50         | 4,200.00         | 3,155.50         | 24.9        |
| 001-0400-420-0107 | 154.82          | 612.01           | 2,080.00         | 1,467.99         | 29.4        |
| 001-0400-420-0109 | 599.90          | 2,399.60         | 7,800.00         | 5,400.40         | 30.8        |
| 001-0400-420-0110 | 170.00          | 170.00           | 1,000.00         | 830.00           | 17.0        |
| 001-0400-420-0112 | .00             | .00              | 1,000.00         | 1,000.00         | .0          |
| 001-0400-420-0201 | .00             | .00              | 4,000.00         | 4,000.00         | .0          |
| 001-0400-420-0202 | 601.93          | 2,500.06         | 6,500.00         | 3,999.94         | 38.5        |
| 001-0400-420-0203 | 366.98          | 3,119.52         | 9,000.00         | 5,880.48         | 34.7        |
| 001-0400-420-0205 | 184.27          | 848.85           | 3,500.00         | 2,651.15         | 24.3        |
| 001-0400-420-0214 | .00             | .00              | 8,000.00         | 8,000.00         | .0          |
| 001-0400-420-0402 | .00             | .00              | 700.00           | 700.00           | .0          |
| 001-0400-420-0406 | .00             | .00              | 100.00           | 100.00           | .0          |
| 001-0400-420-0413 | .00             | .00              | 50.00            | 50.00            | .0          |
| 001-0400-420-0499 | .00             | .00              | 150.00           | 150.00           | .0          |
|                   | <u>5,932.93</u> | <u>24,006.43</u> | <u>88,375.00</u> | <u>64,368.57</u> | <u>27.2</u> |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                                     | PERIOD ACTUAL   | YTD ACTUAL       | BUDGET            | UNEXPENDED        | PCNT        |
|-------------------------------------|-----------------|------------------|-------------------|-------------------|-------------|
| <u>GENERAL ADMINISTRATION</u>       |                 |                  |                   |                   |             |
| 001-0500-425-0101                   | 3,852.66        | 15,104.32        | 49,960.00         | 34,855.68         | 30.2        |
| 001-0500-425-0106                   | 299.75          | 1,174.67         | 3,800.00          | 2,625.33          | 30.9        |
| 001-0500-425-0107                   | 141.78          | 565.69           | 1,976.00          | 1,410.31          | 28.6        |
| 001-0500-425-0109                   | 846.04          | 3,384.16         | 9,450.00          | 6,065.84          | 35.8        |
| 001-0500-425-0110                   | .00             | .00              | 1,000.00          | 1,000.00          | .0          |
| 001-0500-425-0112                   | .00             | .00              | 500.00            | 500.00            | .0          |
| 001-0500-425-0214                   | 160.00          | 490.00           | .00               | ( 490.00)         | .0          |
| 001-0500-425-0215                   | .00             | .00              | 25.00             | 25.00             | .0          |
| 001-0500-425-0230                   | 596.30          | 13,746.30        | 12,000.00         | ( 1,746.30)       | 114.6       |
| 001-0500-425-0235                   | .00             | .00              | 200.00            | 200.00            | .0          |
| 001-0500-425-0236                   | 148.75          | 505.75           | 1,000.00          | 494.25            | 50.6        |
| 001-0500-425-0244                   | .00             | .00              | 450.00            | 450.00            | .0          |
| 001-0500-425-0248                   | 176.44          | 274.44           | 1,000.00          | 725.56            | 27.4        |
| 001-0500-425-0250                   | 1,451.99        | 2,927.83         | 8,000.00          | 5,072.17          | 36.6        |
| 001-0500-425-0251                   | 92.08           | 92.08            | 400.00            | 307.92            | 23.0        |
| 001-0500-425-0260                   | .00             | 1,400.00         | 4,300.00          | 2,900.00          | 32.6        |
| 001-0500-425-0276                   | .00             | 145.69           | 1,500.00          | 1,354.31          | 9.7         |
| 001-0500-425-0350                   | .00             | .00              | 5,000.00          | 5,000.00          | .0          |
| 001-0500-425-0355                   | .00             | .00              | 14,000.00         | 14,000.00         | .0          |
| 001-0500-425-0370                   | .00             | 1,000.00         | 3,250.00          | 2,250.00          | 30.8        |
| 001-0500-425-0401                   | .00             | .00              | 200.00            | 200.00            | .0          |
| 001-0500-425-0404                   | 452.31          | 1,357.10         | 4,270.00          | 2,912.90          | 31.8        |
| 001-0500-425-0405                   | ( 71.17)        | 5,612.18         | 21,100.56         | 15,488.38         | 26.6        |
| 001-0500-425-0406                   | 205.04          | 205.04           | 700.00            | 494.96            | 29.3        |
| 001-0500-425-0422                   | .00             | 257.90           | 3,500.00          | 3,242.10          | 7.4         |
| 001-0500-425-0425                   | 475.06          | 945.28           | 2,500.00          | 1,554.72          | 37.8        |
| 001-0500-425-0435                   | .00             | .00              | 500.00            | 500.00            | .0          |
| 001-0500-425-0450                   | .00             | .00              | 500.00            | 500.00            | .0          |
| 001-0500-425-0460                   | .00             | 19.54            | 8,000.00          | 7,980.46          | .2          |
| 001-0500-425-0499                   | 13.74           | 13.74            | 200.00            | 186.26            | 6.9         |
| 001-0500-425-0550                   | .00             | 5,142.00         | 25.00             | ( 5,117.00)       | 20568.      |
| 001-0500-425-0555                   | .00             | 67.00            | 24,000.00         | 23,933.00         | .3          |
| 001-0500-425-0601                   | .00             | .00              | 6,000.00          | 6,000.00          | .0          |
| 001-0500-425-0602                   | 188.82          | 629.44           | 2,600.00          | 1,970.56          | 24.2        |
| 001-0500-425-0603                   | .00             | 780.00           | 3,000.00          | 2,220.00          | 26.0        |
| 001-0500-425-0655                   | .00             | .00              | 250.00            | 250.00            | .0          |
| 001-0500-425-0808                   | .00             | 11.99            | 5,000.00          | 4,988.01          | .2          |
| 001-0500-425-0810                   | .00             | .00              | 3,000.00          | 3,000.00          | .0          |
| <b>TOTAL GENERAL ADMINISTRATION</b> | <b>9,029.59</b> | <b>55,852.14</b> | <b>203,156.56</b> | <b>147,304.42</b> | <b>27.5</b> |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                                    | PERIOD ACTUAL                            | YTD ACTUAL      | BUDGET           | UNEXPENDED       | PCNT                  |
|------------------------------------|------------------------------------------|-----------------|------------------|------------------|-----------------------|
| <u>GEN ADMIN/BLDG OPERATIONS</u>   |                                          |                 |                  |                  |                       |
| 001-0500-427-0214                  | CONTRACT SERVICE                         | 194.75          | 314.75           | 1,200.00         | 885.25 26.2           |
| 001-0500-427-0215                  | CONTRACT SERVICE/CLEANING                | 575.00          | 1,190.00         | 2,300.00         | 1,110.00 51.7         |
| 001-0500-427-0220                  | TECHNOLOGY                               | .00             | 11,529.90        | 13,000.00        | 1,470.10 88.7         |
| 001-0500-427-0241                  | REPAIRS - BUILDING                       | .00             | 1,708.00         | 2,000.00         | 292.00 85.4           |
| 001-0500-427-0252                  | UTILITIES                                | 597.55          | 2,507.13         | 10,000.00        | 7,492.87 25.1         |
| 001-0500-427-0425                  | SUPPLIES - OPERATING                     | .00             | .00              | 200.00           | 200.00 .0             |
| 001-0500-427-0606                  | CAPITAL/REMODEL                          | 1,224.05        | 6,041.51         | 5,000.00         | ( 1,041.51) 120.8     |
|                                    | <b>TOTAL GEN ADMIN/BLDG OPERATIONS</b>   | <b>2,591.35</b> | <b>23,291.29</b> | <b>33,700.00</b> | <b>10,408.71 69.1</b> |
| <u>COMM. DEV. ADMINISTRATION</u>   |                                          |                 |                  |                  |                       |
| 001-0600-430-0101                  | PAYROLL                                  | 2,865.61        | 10,745.75        | 36,665.00        | 25,919.25 29.3        |
| 001-0600-430-0106                  | PAYROLL TAXES                            | 227.58          | 853.36           | 3,000.00         | 2,146.64 28.5         |
| 001-0600-430-0107                  | RETIREMENT PLAN                          | 109.68          | 438.08           | 1,092.00         | 653.92 40.1           |
| 001-0600-430-0109                  | INSURANCE                                | 196.05          | 613.12           | 5,200.00         | 4,586.88 11.8         |
| 001-0600-430-0110                  | TRAINING/REGISTRATIONS                   | 69.00           | 769.00           | 1,000.00         | 231.00 76.9           |
| 001-0600-430-0112                  | TRAVEL/MEALS                             | .00             | .00              | 500.00           | 500.00 .0             |
| 001-0600-430-0235                  | LEGAL FEES                               | .00             | 120.00           | 500.00           | 380.00 24.0           |
| 001-0600-430-0244                  | REPAIRS - VEHICLE                        | .00             | .00              | 500.00           | 500.00 .0             |
| 001-0600-430-0276                  | EMPLOYEE RECOGNITION                     | .00             | .00              | 100.00           | 100.00 .0             |
| 001-0600-430-0401                  | ADVERTISING                              | .00             | .00              | 50.00            | 50.00 .0              |
| 001-0600-430-0402                  | LEGAL NOTICES                            | .00             | .00              | 150.00           | 150.00 .0             |
| 001-0600-430-0403                  | RECORDING FEES                           | .00             | .00              | 75.00            | 75.00 .0              |
| 001-0600-430-0406                  | DUES/MEMBERSHIPS/SUBS                    | 37.00           | 74.00            | 1,000.00         | 926.00 7.4            |
| 001-0600-430-0425                  | SUPPLIES - OPERATING                     | 46.48           | 258.31           | 1,400.00         | 1,141.69 18.5         |
| 001-0600-430-0435                  | VEHICLE - FUEL                           | 48.64           | 48.64            | 300.00           | 251.36 16.2           |
| 001-0600-430-0499                  | SMALL TOOLS & SUPPLIES                   | 125.00          | 125.00           | 300.00           | 175.00 41.7           |
|                                    | <b>TOTAL COMM. DEV. ADMINISTRATION</b>   | <b>3,725.04</b> | <b>14,045.26</b> | <b>51,832.00</b> | <b>37,786.74 27.1</b> |
| <u>COMM. DEV/PLANNING DIVISION</u> |                                          |                 |                  |                  |                       |
| 001-0600-432-0101                  | PAYROLL                                  | 2,865.60        | 10,745.72        | 36,665.00        | 25,919.28 29.3        |
| 001-0600-432-0106                  | PAYROLL TAXES                            | 227.58          | 853.36           | 3,500.00         | 2,646.64 24.4         |
| 001-0600-432-0107                  | RETIREMENT PLAN                          | 109.68          | 438.09           | 2,964.00         | 2,525.91 14.8         |
| 001-0600-432-0109                  | INSURANCE                                | 196.05          | 613.10           | 16,120.00        | 15,506.90 3.8         |
| 001-0600-432-0110                  | TRAINING/REGISTRATIONS                   | .00             | 261.94           | 500.00           | 238.06 52.4           |
| 001-0600-432-0112                  | TRAVEL/MEALS                             | 148.72          | 148.72           | 500.00           | 351.28 29.7           |
| 001-0600-432-0235                  | LEGAL FEES                               | .00             | .00              | 1,000.00         | 1,000.00 .0           |
| 001-0600-432-0251                  | CELL PHONE                               | .00             | .00              | 500.00           | 500.00 .0             |
| 001-0600-432-0406                  | DUES/MEMBERSHIPS/SUBS                    | .00             | 132.93           | 250.00           | 117.07 53.2           |
| 001-0600-432-0425                  | SUPPLIES - OPERATING                     | .00             | 21.38            | 400.00           | 378.62 5.4            |
| 001-0600-432-0499                  | SMALL TOOLS & SUPPLIES                   | .00             | .00              | 1,300.00         | 1,300.00 .0           |
|                                    | <b>TOTAL COMM. DEV/PLANNING DIVISION</b> | <b>3,547.63</b> | <b>13,215.24</b> | <b>63,699.00</b> | <b>50,483.76 20.8</b> |

TOWN OF SILT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                                    | PERIOD ACTUAL                            | YTD ACTUAL      | BUDGET           | UNEXPENDED       | PCNT                  |
|------------------------------------|------------------------------------------|-----------------|------------------|------------------|-----------------------|
| <u>COMM. DEV/BUILDING DIVISION</u> |                                          |                 |                  |                  |                       |
| 001-0600-434-0101                  | PAYROLL                                  | 1,899.30        | 6,886.10         | 23,975.00        | 17,088.90 28.7        |
| 001-0600-434-0106                  | PAYROLL TAXES                            | 150.82          | 546.76           | 2,200.00         | 1,653.24 24.9         |
| 001-0600-434-0107                  | RETIREMENT PLAN                          | 61.36           | 245.08           | 650.00           | 404.92 37.7           |
| 001-0600-434-0109                  | INSURANCE                                | 344.67          | 1,207.58         | 2,028.00         | 820.42 59.6           |
| 001-0600-434-0110                  | TRAINING/REGISTRATIONS                   | .00             | .00              | 1,400.00         | 1,400.00 .0           |
| 001-0600-434-0112                  | TRAVEL/MEALS                             | 795.00          | 1,207.00         | 1,000.00         | ( 207.00) 120.7       |
| 001-0600-434-0244                  | REPAIRS - VEHICLE                        | 109.98          | 109.98           | 700.00           | 590.02 15.7           |
| 001-0600-434-0251                  | CELL PHONE                               | 84.24           | 168.60           | 500.00           | 331.40 33.7           |
| 001-0600-434-0406                  | DUES/MEMBERSHIPS/SUBS                    | .00             | .00              | 150.00           | 150.00 .0             |
| 001-0600-434-0425                  | SUPPLIES - OPERATING                     | 627.45          | 644.93           | 1,000.00         | 355.07 64.5           |
| 001-0600-434-0435                  | VEHICLE - FUEL                           | 111.91          | 175.64           | 750.00           | 574.36 23.4           |
| 001-0600-434-0499                  | SMALL TOOLS & SUPPLIES                   | .00             | 46.48            | 1,000.00         | 953.52 4.7            |
|                                    | <b>TOTAL COMM. DEV/BUILDING DIVISION</b> | <b>4,184.73</b> | <b>11,238.15</b> | <b>35,353.00</b> | <b>24,114.85 31.8</b> |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                      | PERIOD ACTUAL                  | YTD ACTUAL | BUDGET     | UNEXPENDED | PCNT              |
|----------------------|--------------------------------|------------|------------|------------|-------------------|
| <u>PUBLIC SAFETY</u> |                                |            |            |            |                   |
| 001-0700-436-0101    | PAYROLL                        | 25,150.76  | 122,055.84 | 373,500.00 | 251,444.16 32.7   |
| 001-0700-436-0102    | PAYROLL - PARTTIME             | 1,659.51   | 6,152.96   | 22,877.00  | 16,724.04 26.9    |
| 001-0700-436-0105    | PAYROLL - OVERTIME             | .00        | .00        | 24,000.00  | 24,000.00 .0      |
| 001-0700-436-0106    | PAYROLL TAXES                  | 568.98     | 2,562.51   | 12,000.00  | 9,437.49 21.4     |
| 001-0700-436-0108    | FPPA PLAN                      | 2,006.51   | 8,698.16   | 42,000.00  | 33,301.84 20.7    |
| 001-0700-436-0109    | INSURANCE                      | 6,131.53   | 25,506.21  | 89,232.00  | 63,725.79 28.6    |
| 001-0700-436-0110    | TRAINING/REGISTRATIONS         | .00        | 2,792.98   | 8,500.00   | 5,707.02 32.9     |
| 001-0700-436-0112    | TRAVEL/MEALS                   | 447.85     | 1,206.93   | 6,000.00   | 4,793.07 20.1     |
| 001-0700-436-0214    | CONTRACT SERVICE               | 111.75     | 191.75     | 250.00     | 58.25 76.7        |
| 001-0700-436-0215    | POLICE CAR CLEANING            | 95.85      | 317.06     | 1,000.00   | 682.94 31.7       |
| 001-0700-436-0224    | CONTRACT SERVICE - COMPUTER    | 333.33     | 1,333.32   | 5,000.00   | 3,666.68 26.7     |
| 001-0700-436-0229    | TESTING                        | 161.00     | 993.40     | 2,000.00   | 1,006.60 49.7     |
| 001-0700-436-0235    | LEGAL FEES                     | 412.00     | 468.00     | 500.00     | 32.00 93.6        |
| 001-0700-436-0242    | REPAIRS & MAINTENANCE - RADIOS | .00        | 815.77     | 700.00     | ( 115.77) 116.5   |
| 001-0700-436-0244    | REPAIRS - VEHICLE              | 225.00     | 1,430.50   | 7,500.00   | 6,069.50 19.1     |
| 001-0700-436-0251    | CELL PHONES                    | 593.60     | 1,231.32   | 4,200.00   | 2,968.68 29.3     |
| 001-0700-436-0276    | EMPLOYEE RECOGNITION           | .00        | .00        | 300.00     | 300.00 .0         |
| 001-0700-436-0404    | WORKERS' COMP                  | 2,807.98   | 8,413.70   | 25,535.00  | 17,121.30 33.0    |
| 001-0700-436-0405    | INSURANCE/CIRSA                | 1,031.38   | 6,972.49   | 19,266.00  | 12,293.51 36.2    |
| 001-0700-436-0406    | DUES/MEMBERSHIPS/SUBS          | .00        | 2,080.00   | 6,000.00   | 3,920.00 34.7     |
| 001-0700-436-0410    | COMMUNITY POLICING PROGRAMS    | .00        | 250.91     | 5,000.00   | 4,749.09 5.0      |
| 001-0700-436-0411    | BIKE RODEO EXPENSE             | .00        | .00        | 2,500.00   | 2,500.00 .0       |
| 001-0700-436-0412    | CAMP BADGE                     | .00        | .00        | 3,500.00   | 3,500.00 .0       |
| 001-0700-436-0415    | K9 PROGRAM                     | .00        | 48.95      | 2,500.00   | 2,451.05 2.0      |
| 001-0700-436-0425    | SUPPLIES - OPERATING           | 1,065.56   | 6,127.28   | 7,000.00   | 872.72 87.5       |
| 001-0700-436-0430    | UNIFORMS                       | 2,250.93   | 4,470.99   | 4,000.00   | ( 470.99) 111.8   |
| 001-0700-436-0435    | VEHICLE - FUEL                 | 1,098.34   | 3,058.41   | 13,000.00  | 9,941.59 23.5     |
| 001-0700-436-0439    | SPECIAL INVESTIGATION          | 9,089.35   | 9,639.35   | 1,500.00   | ( 8,139.35) 642.6 |
| 001-0700-436-0492    | DOG POUND EXPENSES             | 100.00     | 150.00     | 1,500.00   | 1,350.00 10.0     |
| 001-0700-436-0499    | SMALL TOOLS & SUPPLIES         | 534.38     | 1,371.80   | 1,500.00   | 128.20 91.5       |
| 001-0700-436-0501    | TOWING AND IMPOUND             | 410.00     | 410.00     | 2,000.00   | 1,590.00 20.5     |
| 001-0700-436-0601    | CAPITAL/CASH PURCHASES         | 10,836.78  | 10,836.78  | 12,000.00  | 1,163.22 90.3     |
| 001-0700-436-0608    | CAPITAL/VEHICLE LEASE          | .00        | .00        | 43,877.00  | 43,877.00 .0      |
| 001-0700-436-0650    | EQUIPMENT                      | 7,301.07   | 13,296.07  | 11,000.00  | ( 2,296.07) 120.9 |
| 001-0700-436-0651    | FIRE ARMS                      | 1,942.20   | 2,557.56   | 5,000.00   | 2,442.44 51.2     |
|                      | TOTAL PUBLIC SAFETY            | 76,365.64  | 245,441.00 | 766,237.00 | 520,796.00 32.0   |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                                      | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|--------------------------------------|------------------|-------------------|-------------------|-------------------|-------------|
| <u>PUBLIC SAFETY/MUNICIPAL COURT</u> |                  |                   |                   |                   |             |
| 001-0700-438-0101                    | 800.00           | 2,400.00          | 9,600.00          | 7,200.00          | 25.0        |
| 001-0700-438-0103                    | 559.46           | 2,234.16          | 7,300.00          | 5,065.84          | 30.6        |
| 001-0700-438-0106                    | 108.02           | 368.19            | 1,300.00          | 931.81            | 28.3        |
| 001-0700-438-0107                    | 27.98            | 111.73            | 390.00            | 278.27            | 28.7        |
| 001-0700-438-0109                    | 85.55            | 342.20            | 1,092.00          | 749.80            | 31.3        |
| 001-0700-438-0110                    | .00              | .00               | 50.00             | 50.00             | .0          |
| 001-0700-438-0112                    | .00              | 123.06            | 1,000.00          | 876.94            | 12.3        |
| 001-0700-438-0218                    | .00              | .00               | 500.00            | 500.00            | .0          |
| 001-0700-438-0220                    | .00              | 5,295.00          | 5,300.00          | 5.00              | 99.9        |
| 001-0700-438-0227                    | .00              | .00               | 100.00            | 100.00            | .0          |
| 001-0700-438-0228                    | 133.50           | 133.50            | 1,200.00          | 1,066.50          | 11.1        |
| 001-0700-438-0230                    | .00              | .00               | 1,000.00          | 1,000.00          | .0          |
| 001-0700-438-0235                    | 74.00            | 4,249.50          | 25,000.00         | 20,750.50         | 17.0        |
| 001-0700-438-0238                    | .00              | .00               | 250.00            | 250.00            | .0          |
| 001-0700-438-0406                    | .00              | 40.00             | 100.00            | 60.00             | 40.0        |
| 001-0700-438-0499                    | .00              | .00               | 50.00             | 50.00             | .0          |
|                                      | <u>1,788.51</u>  | <u>15,297.34</u>  | <u>54,232.00</u>  | <u>38,934.66</u>  | <u>28.2</u> |
| <u>PUBLIC WORKS ADMINISTRATION</u>   |                  |                   |                   |                   |             |
| 001-0800-440-0101                    | 1,610.60         | 6,413.66          | 19,400.00         | 12,986.34         | 33.1        |
| 001-0800-440-0106                    | 127.88           | 509.23            | 2,080.00          | 1,570.77          | 24.5        |
| 001-0800-440-0107                    | 80.52            | 320.65            | 1,040.00          | 719.35            | 30.8        |
| 001-0800-440-0109                    | 239.54           | 958.15            | 2,860.00          | 1,901.85          | 33.5        |
| 001-0800-440-0110                    | 345.00           | 405.00            | 1,000.00          | 595.00            | 40.5        |
| 001-0800-440-0112                    | .00              | 7.47              | 300.00            | 292.53            | 2.5         |
| 001-0800-440-0117                    | .99              | 2.97              | .00               | ( 2.97)           | .0          |
| 001-0800-440-0218                    | .00              | .00               | 5,300.00          | 5,300.00          | .0          |
| 001-0800-440-0219                    | 57,070.68        | 93,193.68         | 355,000.00        | 261,806.32        | 26.3        |
| 001-0800-440-0223                    | .00              | .00               | 2,500.00          | 2,500.00          | .0          |
| 001-0800-440-0230                    | 96.17            | 540.43            | 1,350.00          | 809.57            | 40.0        |
| 001-0800-440-0236                    | .00              | 119.00            | 5,000.00          | 4,881.00          | 2.4         |
| 001-0800-440-0241                    | .00              | .00               | 400.00            | 400.00            | .0          |
| 001-0800-440-0244                    | .00              | .00               | 400.00            | 400.00            | .0          |
| 001-0800-440-0251                    | 156.31           | 357.25            | 1,200.00          | 842.75            | 29.8        |
| 001-0800-440-0276                    | .00              | 59.29             | 200.00            | 140.71            | 29.7        |
| 001-0800-440-0401                    | .00              | .00               | 200.00            | 200.00            | .0          |
| 001-0800-440-0404                    | 1,703.21         | 5,110.26          | 16,075.00         | 10,964.74         | 31.8        |
| 001-0800-440-0405                    | 16.80            | 9,918.66          | 12,844.00         | 2,925.34          | 77.2        |
| 001-0800-440-0406                    | .00              | .00               | 1,140.00          | 1,140.00          | .0          |
| 001-0800-440-0432                    | 531.39           | 786.96            | 1,000.00          | 213.04            | 78.7        |
| 001-0800-440-0435                    | 28.74            | 67.44             | 400.00            | 332.56            | 16.9        |
| 001-0800-440-0601                    | .00              | .00               | 5,000.00          | 5,000.00          | .0          |
|                                      | <u>62,007.83</u> | <u>118,770.10</u> | <u>434,689.00</u> | <u>315,918.90</u> | <u>27.3</u> |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                             | PERIOD ACTUAL                 | YTD ACTUAL  | BUDGET    | UNEXPENDED | PCNT           |
|-----------------------------|-------------------------------|-------------|-----------|------------|----------------|
| <u>PUBLIC WORKS/STREETS</u> |                               |             |           |            |                |
| 001-0800-442-0101           | PAYROLL                       | 4,259.65    | 17,159.02 | 80,200.00  | 63,040.98 21.4 |
| 001-0800-442-0106           | PAYROLL TAXES                 | 305.35      | 1,231.14  | 7,500.00   | 6,268.86 16.4  |
| 001-0800-442-0107           | RETIREMENT PLAN               | 132.97      | 541.00    | 3,900.00   | 3,359.00 13.9  |
| 001-0800-442-0109           | INSURANCE                     | 1,670.80    | 6,683.17  | 25,480.00  | 18,796.83 26.2 |
| 001-0800-442-0110           | TRAINING/REGISTRATIONS        | .00         | 90.00     | 100.00     | 10.00 90.0     |
| 001-0800-442-0112           | TRAVEL/MEALS                  | .00         | .00       | 100.00     | 100.00 .0      |
| 001-0800-442-0242           | STREET SIGNS                  | .00         | .00       | 2,500.00   | 2,500.00 .0    |
| 001-0800-442-0243           | REPAIRS - EQUIPMENT           | ( 4,323.44) | 1,316.54  | 8,000.00   | 6,683.46 16.5  |
| 001-0800-442-0244           | REPAIRS - VEHICLE             | 179.98      | 1,233.26  | 4,000.00   | 2,766.74 30.8  |
| 001-0800-442-0245           | REPAIRS - STREETS             | .00         | 616.00    | 100,000.00 | 99,384.00 .6   |
| 001-0800-442-0249           | EQUIPMENT RENTAL              | .00         | .00       | 5,000.00   | 5,000.00 .0    |
| 001-0800-442-0251           | CELL PHONE                    | 100.97      | 201.81    | 1,000.00   | 798.19 20.2    |
| 001-0800-442-0252           | UTILITIES                     | 681.15      | 2,972.43  | 10,000.00  | 7,027.57 29.7  |
| 001-0800-442-0253           | UTILITIES - STREET LIGHTING   | 4,971.70    | 15,616.20 | 63,500.00  | 47,883.80 24.6 |
| 001-0800-442-0425           | SUPPLIES - OPERATING          | .00         | 719.93    | 1,500.00   | 780.07 48.0    |
| 001-0800-442-0427           | GRAVEL                        | .00         | 1,374.50  | 4,000.00   | 2,625.50 34.4  |
| 001-0800-442-0435           | FUEL                          | 397.13      | 1,615.84  | 6,000.00   | 4,384.16 26.9  |
| 001-0800-442-0499           | SMALL TOOLS & SUPPLIES        | ( 179.08)   | ( 179.08) | 750.00     | 929.08 ( 23.9) |
| 001-0800-442-0601           | CAPITAL/CASH PURCHASES        | 14,178.00   | 14,178.00 | 30,000.00  | 15,822.00 47.3 |
| 001-0800-442-0608           | CAPITAL LEASE/BACKHOE         | .00         | 1,000.00  | 4,000.00   | 3,000.00 25.0  |
| 001-0800-442-0650           | CAPITAL/CHRISTMAS DECORATIONS | .00         | .00       | 400.00     | 400.00 .0      |
| 001-0800-442-0653           | CAPITAL/9TH ST. ROUND-ABOUT   | .00         | .00       | 75,000.00  | 75,000.00 .0   |
| 001-0800-442-0675           | CAPITAL PROJECTS              | .00         | .00       | 435,000.00 | 435,000.00 .0  |
|                             | TOTAL PUBLIC WORKS/STREETS    | 22,375.18   | 66,369.76 | 867,930.00 | 801,560.24 7.7 |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                            | PERIOD ACTUAL   | YTD ACTUAL       | BUDGET            | UNEXPENDED        | PCNT        |
|----------------------------|-----------------|------------------|-------------------|-------------------|-------------|
| <u>PUBLIC WORKS/PARKS</u>  |                 |                  |                   |                   |             |
| 001-0800-443-0101          | 2,767.19        | 10,994.94        | 75,980.00         | 64,985.06         | 14.5        |
| 001-0800-443-0106          | 115.07          | 454.41           | 6,000.00          | 5,545.59          | 7.6         |
| 001-0800-443-0107          | 135.36          | 540.75           | 4,992.00          | 4,451.25          | 10.8        |
| 001-0800-443-0109          | 1,113.16        | 4,452.62         | 23,400.00         | 18,947.38         | 19.0        |
| 001-0800-443-0110          | .00             | .00              | 100.00            | 100.00            | .0          |
| 001-0800-443-0112          | .00             | .00              | 100.00            | 100.00            | .0          |
| 001-0800-443-0214          | 815.00          | 2,990.00         | 7,900.00          | 4,910.00          | 37.9        |
| 001-0800-443-0240          | .00             | .00              | 200.00            | 200.00            | .0          |
| 001-0800-443-0241          | .00             | .00              | 100.00            | 100.00            | .0          |
| 001-0800-443-0242          | .00             | .00              | 100.00            | 100.00            | .0          |
| 001-0800-443-0244          | .00             | .00              | 1,500.00          | 1,500.00          | .0          |
| 001-0800-443-0246          | 328.19          | 1,384.29         | 8,500.00          | 7,115.71          | 16.3        |
| 001-0800-443-0247          | .00             | .00              | 1,500.00          | 1,500.00          | .0          |
| 001-0800-443-0248          | 909.15          | 1,189.53         | 2,500.00          | 1,310.47          | 47.6        |
| 001-0800-443-0251          | 247.22          | 494.94           | 1,200.00          | 705.06            | 41.3        |
| 001-0800-443-0252          | 186.31          | 558.32           | 3,500.00          | 2,941.68          | 16.0        |
| 001-0800-443-0270          | 309.10          | 692.31           | 11,000.00         | 10,307.69         | 6.3         |
| 001-0800-443-0425          | 9.00            | 750.70           | 3,000.00          | 2,249.30          | 25.0        |
| 001-0800-443-0435          | 36.57           | 158.50           | 4,000.00          | 3,841.50          | 4.0         |
| 001-0800-443-0499          | .00             | .00              | 2,000.00          | 2,000.00          | .0          |
| 001-0800-443-0601          | 2,211.12        | 4,726.12         | 30,000.00         | 25,273.88         | 15.8        |
| 001-0800-443-0610          | .00             | .00              | 10,000.00         | 10,000.00         | .0          |
|                            | <u>9,182.44</u> | <u>29,387.43</u> | <u>197,572.00</u> | <u>168,184.57</u> | <u>14.9</u> |
| <u>VEHICLE MAINTENANCE</u> |                 |                  |                   |                   |             |
| 001-0800-444-0101          | 1,827.20        | 7,621.47         | 23,970.00         | 16,348.53         | 31.8        |
| 001-0800-444-0106          | 137.91          | 576.52           | 2,000.00          | 1,423.48          | 28.8        |
| 001-0800-444-0107          | 90.24           | 378.82           | 1,404.00          | 1,025.18          | 27.0        |
| 001-0800-444-0109          | 684.12          | 2,736.49         | 8,216.00          | 5,479.51          | 33.3        |
| 001-0800-444-0214          | 925.50          | 1,090.50         | 1,500.00          | 409.50            | 72.7        |
| 001-0800-444-0241          | .00             | 239.97           | 2,000.00          | 1,760.03          | 12.0        |
| 001-0800-444-0244          | 139.99          | 238.99           | 2,000.00          | 1,761.01          | 12.0        |
| 001-0800-444-0251          | 84.24           | 168.60           | 400.00            | 231.40            | 42.2        |
| 001-0800-444-0425          | 298.34          | 537.36           | 3,000.00          | 2,462.64          | 17.9        |
| 001-0800-444-0435          | 61.74           | 211.81           | 3,000.00          | 2,788.19          | 7.1         |
| 001-0800-444-0499          | 40.97           | 286.84           | 1,500.00          | 1,213.16          | 19.1        |
| 001-0800-444-0640          | .00             | 60.46            | 1,000.00          | 939.54            | 6.1         |
|                            | <u>4,290.25</u> | <u>14,147.83</u> | <u>49,990.00</u>  | <u>35,842.17</u>  | <u>28.3</u> |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                                 | PERIOD ACTUAL                  | YTD ACTUAL | BUDGET    | UNEXPENDED | PCNT            |
|---------------------------------|--------------------------------|------------|-----------|------------|-----------------|
| <u>COMMUNITY SPECIAL EVENTS</u> |                                |            |           |            |                 |
| 001-0900-450-0103               | PAYROLL - PARTTIME             | 1,298.74   | 4,487.33  | 16,090.00  | 11,602.67 27.9  |
| 001-0900-450-0106               | PAYROLL TAXES                  | 103.18     | 356.47    | 1,400.00   | 1,043.53 25.5   |
| 001-0900-450-0107               | RETIREMENT PLAN                | 31.34      | 125.18    | 1,092.00   | 966.82 11.5     |
| 001-0900-450-0109               | INSURANCE                      | 178.23     | 541.82    | 5,200.00   | 4,658.18 10.4   |
| 001-0900-450-0110               | TRAINING/REGISTRATIONS         | .00        | 819.76    | 250.00     | ( 569.76) 327.9 |
| 001-0900-450-0112               | TRAVEL                         | .00        | .00       | 100.00     | 100.00 .0       |
| 001-0900-450-0214               | CONTRACT SERVICE               | 159.75     | 159.75    | 2,000.00   | 1,840.25 8.0    |
| 001-0900-450-0240               | REPAIRS - GENERAL              | .00        | .00       | 600.00     | 600.00 .0       |
| 001-0900-450-0251               | CELL PHONE                     | 84.24      | 168.60    | 500.00     | 331.40 33.7     |
| 001-0900-450-0404               | WORKERS' COMP                  | 341.45     | 1,024.47  | 3,225.00   | 2,200.53 31.8   |
| 001-0900-450-0405               | INSURANCE/CIRSA                | .00        | 990.19    | 882.00     | ( 108.19) 112.3 |
| 001-0900-450-0406               | DUES/MEMBERSHIPS/SUBS          | .00        | 363.00    | .00        | ( 363.00) .0    |
| 001-0900-450-0413               | SUMMER BROCHURES               | .00        | .00       | 900.00     | 900.00 .0       |
| 001-0900-450-0425               | SUPPLIES - OPERATING           | 40.00      | 301.10    | 12,000.00  | 11,698.90 2.5   |
| 001-0900-450-0435               | VEHICLE - FUEL                 | .00        | .00       | 300.00     | 300.00 .0       |
| 001-0900-450-0437               | COMMUNITY/CONCERT EVENTS       | .00        | 3,800.00  | 24,000.00  | 20,200.00 15.8  |
| 001-0900-450-0438               | ADVERTISING                    | .00        | .00       | 12,000.00  | 12,000.00 .0    |
| 001-0900-450-0439               | HOSPITALITY                    | .00        | .00       | 2,000.00   | 2,000.00 .0     |
| 001-0900-450-0445               | RECREATION ACTIVITY EXPENSE    | 324.00     | 353.95    | 3,000.00   | 2,646.05 11.8   |
| 001-0900-450-0499               | EQUIPMENT                      | .00        | .00       | 3,000.00   | 3,000.00 .0     |
|                                 | TOTAL COMMUNITY SPECIAL EVENTS | 2,560.93   | 13,491.62 | 88,539.00  | 75,047.38 15.2  |
| <u>TOWN ATTORNEY</u>            |                                |            |           |            |                 |
| 001-1000-460-0214               | CONTRACT SERVICE               | 11,155.75  | 18,872.80 | 46,500.00  | 27,627.20 40.6  |
|                                 | TOTAL TOWN ATTORNEY            | 11,155.75  | 18,872.80 | 46,500.00  | 27,627.20 40.6  |
| <u>P &amp; Z COMMISSION</u>     |                                |            |           |            |                 |
| 001-1100-470-0101               | PAYROLL                        | 300.00     | 1,250.00  | 3,600.00   | 2,350.00 34.7   |
| 001-1100-470-0106               | PAYROLL TAXES                  | 23.88      | 99.50     | 300.00     | 200.50 33.2     |
| 001-1100-470-0110               | TRAINING/REGISTRATIONS         | 48.11      | 48.11     | 300.00     | 251.89 16.0     |
| 001-1100-470-0425               | SUPPLIES - OPERATING           | .00        | .00       | 200.00     | 200.00 .0       |
|                                 | TOTAL P & Z COMMISSION         | 371.99     | 1,397.61  | 4,400.00   | 3,002.39 31.8   |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

GENERAL FUND

|                   | PERIOD ACTUAL                 | YTD ACTUAL          | BUDGET            | UNEXPENDED          | PCNT                       |
|-------------------|-------------------------------|---------------------|-------------------|---------------------|----------------------------|
| <u>RECREATION</u> |                               |                     |                   |                     |                            |
| 001-1200-480-0101 | PAYROLL                       | 672.00              | 1,984.00          | 8,400.00            | 6,416.00 23.6              |
| 001-1200-480-0106 | PAYROLL TAXES                 | 53.44               | 157.76            | 1,092.00            | 934.24 14.5                |
| 001-1200-480-0107 | RETIREMENT PLAN               | .00                 | .00               | 420.00              | 420.00 .0                  |
| 001-1200-480-0109 | INSURANCE                     | 171.10              | 513.30            | .00                 | ( 513.30) .0               |
| 001-1200-480-0110 | TRAINING/REGISTRATIONS        | .00                 | 325.00            | 450.00              | 125.00 72.2                |
| 001-1200-480-0112 | TRAVEL/MEALS                  | .00                 | .00               | 300.00              | 300.00 .0                  |
| 001-1200-480-0214 | CONTRACT SERVICE              | .00                 | .00               | 1,150.00            | 1,150.00 .0                |
| 001-1200-480-0235 | LEGAL FEES                    | .00                 | .00               | 200.00              | 200.00 .0                  |
| 001-1200-480-0244 | REPAIRS - GENERAL             | .00                 | .00               | 250.00              | 250.00 .0                  |
| 001-1200-480-0251 | CELL PHONE                    | .00                 | .00               | 150.00              | 150.00 .0                  |
| 001-1200-480-0260 | POSTAGE                       | .00                 | .00               | 150.00              | 150.00 .0                  |
| 001-1200-480-0401 | ADVERTISING                   | .00                 | .00               | 100.00              | 100.00 .0                  |
| 001-1200-480-0404 | WORKERS' COMP                 | .00                 | .00               | 1,049.00            | 1,049.00 .0                |
| 001-1200-480-0405 | INSURANCE/CIRSA               | .00                 | 990.19            | 1,200.00            | 209.81 82.5                |
| 001-1200-480-0406 | DUES/MEMBERSHIPS/SUBS         | .00                 | .00               | 200.00              | 200.00 .0                  |
| 001-1200-480-0422 | SUPPLIES - ACTIVITY           | .00                 | .00               | 1,180.00            | 1,180.00 .0                |
| 001-1200-480-0425 | SUPPLIES - OPERATING          | .00                 | .00               | 200.00              | 200.00 .0                  |
| 001-1200-480-0430 | UNIFORMS                      | .00                 | .00               | 2,850.00            | 2,850.00 .0                |
| 001-1200-480-0445 | RECREATION ACTIVITY EXPENSE   | .00                 | .00               | 500.00              | 500.00 .0                  |
| 001-1200-480-0480 | EQUIP/MISC/FIELD MAINT.       | .00                 | 32.06             | 1,100.00            | 1,067.94 2.9               |
| 001-1200-480-0485 | LICENSES                      | .00                 | .00               | 60.00               | 60.00 .0                   |
| 001-1200-480-0490 | REFUNDS                       | .00                 | .00               | 400.00              | 400.00 .0                  |
|                   | TOTAL RECREATION              | <u>896.54</u>       | <u>4,002.31</u>   | <u>21,401.00</u>    | <u>17,398.69 18.7</u>      |
|                   | TOTAL FUND EXPENDITURES       | <u>234,868.01</u>   | <u>728,139.44</u> | <u>3,195,377.56</u> | <u>2,467,238.12 22.8</u>   |
|                   | NET REVENUE OVER EXPENDITURES | <u>( 12,013.70)</u> | <u>270,002.43</u> | <u>( 61,191.56)</u> | <u>( 331,193.99) 441.2</u> |

TOWN OF SILT  
BALANCE SHEET  
APRIL 30, 2020

CONSERVATION TRUST FUND

ASSETS

|                   |                      |   |            |                  |
|-------------------|----------------------|---|------------|------------------|
| 003-0000-100-0100 | CASH - COMBINED FUND | ( | 46,027.08) |                  |
| 003-0000-100-0117 | MONEY MARKET/LOTTERY |   | 139,924.18 |                  |
|                   | TOTAL ASSETS         |   |            | <u>93,897.10</u> |

LIABILITIES AND EQUITY

FUND EQUITY

|                   |                                 |           |                  |                  |
|-------------------|---------------------------------|-----------|------------------|------------------|
|                   | UNAPPROPRIATED FUND BALANCE:    |           |                  |                  |
| 003-0000-240-0101 | FUND BALANCE                    | 87,469.26 |                  |                  |
|                   | REVENUE OVER EXPENDITURES - YTD | 6,427.84  |                  |                  |
|                   | BALANCE - CURRENT DATE          |           | <u>93,897.10</u> |                  |
|                   | TOTAL FUND EQUITY               |           |                  | <u>93,897.10</u> |
|                   | TOTAL LIABILITIES AND EQUITY    |           |                  | <u>93,897.10</u> |

TOWN OF SILT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

CONSERVATION TRUST FUND

|                   |                                  | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |
|-------------------|----------------------------------|----------------------|-------------------|---------------|-----------------|-------------|
|                   | <u>INTERGOVERNMENTAL REVENUE</u> |                      |                   |               |                 |             |
| 003-0000-300-0206 | STATE LOTTERY                    | .00                  | 7,778.98          | 29,000.00     | 21,221.02       | 26.8        |
|                   | TOTAL INTERGOVERNMENTAL REVENUE  | .00                  | 7,778.98          | 29,000.00     | 21,221.02       | 26.8        |
|                   | <u>GRANTS/CONTRIBUTIONS</u>      |                      |                   |               |                 |             |
| 003-0000-300-0606 | DONATIONS                        | .00                  | .00               | 5,000.00      | 5,000.00        | .0          |
|                   | TOTAL GRANTS/CONTRIBUTIONS       | .00                  | .00               | 5,000.00      | 5,000.00        | .0          |
|                   | <u>MISCELLANEOUS</u>             |                      |                   |               |                 |             |
| 003-0000-300-0801 | INTEREST                         | 17.25                | 108.04            | 500.00        | 391.96          | 21.6        |
|                   | TOTAL MISCELLANEOUS              | 17.25                | 108.04            | 500.00        | 391.96          | 21.6        |
|                   | TOTAL FUND REVENUE               | 17.25                | 7,887.02          | 34,500.00     | 26,612.98       | 22.9        |

TOWN OF SILT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

CONSERVATION TRUST FUND

|                           |                               | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEXPENDED</u> | <u>PCNT</u> |
|---------------------------|-------------------------------|----------------------|-------------------|---------------|-------------------|-------------|
| <u>CONSERVATION TRUST</u> |                               |                      |                   |               |                   |             |
| 003-0000-460-0611         | PROJECTS                      | 174.18               | 1,459.18          | 30,000.00     | 28,540.82         | 4.9         |
|                           | TOTAL CONSERVATION TRUST      | 174.18               | 1,459.18          | 30,000.00     | 28,540.82         | 4.9         |
|                           | TOTAL FUND EXPENDITURES       | 174.18               | 1,459.18          | 30,000.00     | 28,540.82         | 4.9         |
|                           | NET REVENUE OVER EXPENDITURES | ( 156.93)            | 6,427.84          | 4,500.00      | ( 1,927.84)       | 142.8       |

TOWN OF SILT  
 BALANCE SHEET  
 APRIL 30, 2020

WATER & WASTEWATER FUND

ASSETS

|                   |                              |                 |                      |
|-------------------|------------------------------|-----------------|----------------------|
| 005-0000-100-0100 | CASH - COMBINED FUND         | 1,438,155.98    |                      |
| 005-0000-100-0112 | ABN W / WWW                  | 101,169.79      |                      |
| 005-0000-100-0114 | CASH IN BANK - COLO TRUST    | 807,260.21      |                      |
| 005-0000-100-0123 | REVENUE STABILIZATION / WW B | 27,000.00       |                      |
| 005-0000-100-0124 | RESERVE ACCT / WW BOND       | 1,720.30        |                      |
| 005-0000-100-0201 | ACCOUNTS RECEIVABLE          | 190,834.73      |                      |
| 005-0000-100-0501 | ACCOUNTS REC - EDRF          | 131,853.47      |                      |
| 005-0000-100-0750 | INVENTORY - WATER METERS     | 11,249.72       |                      |
| 005-0000-100-0801 | LAND                         | 32,077.92       |                      |
| 005-0000-100-0803 | LAND/NEW WW PLANT            | 152,914.57      |                      |
| 005-0000-100-0807 | WATER PLANT                  | 2,969,892.69    |                      |
| 005-0000-100-0808 | SEWER PLANT                  | 5,145,537.64    |                      |
| 005-0000-100-0809 | DISTRIBUTION SYSTEM          | 4,468,524.85    |                      |
| 005-0000-100-0812 | MACHINERY & EQUIPMENT        | 105,301.93      |                      |
| 005-0000-100-0813 | COMPUTER EQUIPMENT           | 32,675.00       |                      |
| 005-0000-100-0814 | OFFICE EQUIPMENT             | 25,520.24       |                      |
| 005-0000-100-0817 | WATER RIGHTS                 | 362,745.00      |                      |
| 005-0000-100-0822 | ACCUM DEPRECIATION           | ( 4,301,296.30) |                      |
|                   | TOTAL ASSETS                 |                 | <u>11,703,137.74</u> |

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

|                   |                                 |              |              |
|-------------------|---------------------------------|--------------|--------------|
| 005-0000-250-0115 | DONATED CAPITAL                 | 148,000.00   |              |
|                   | UNAPPROPRIATED FUND BALANCE:    |              |              |
| 005-0000-245-0101 | RETAINED EARNINGS               | 2,325,925.41 |              |
| 005-0000-245-0105 | CONTRIB IN AID OF CONST         | 5,471,611.30 |              |
|                   | REVENUE OVER EXPENDITURES - YTD | 149,103.94   |              |
|                   | BALANCE - CURRENT DATE          | 7,946,640.65 |              |
|                   | TOTAL FUND EQUITY               |              | 8,094,640.65 |

TOWN OF SILT  
BALANCE SHEET  
APRIL 30, 2020

WATER & WASTEWATER FUND

TOTAL LIABILITIES AND EQUITY

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11,703,137.74

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TOWN OF SILT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

WATER & WASTEWATER FUND

|                                   | PERIOD ACTUAL | YTD ACTUAL | BUDGET       | UNEARNED     | PCNT  |
|-----------------------------------|---------------|------------|--------------|--------------|-------|
| <u>CHARGES FOR SERVICES</u>       |               |            |              |              |       |
| 005-0000-300-0410                 | 63,559.02     | 254,765.40 | 790,000.00   | 535,234.60   | 32.3  |
| 005-0000-300-0412                 | 80,804.66     | 323,951.18 | 950,000.00   | 626,048.82   | 34.1  |
| 005-0000-300-0415                 | 431.94        | 1,725.57   | 400.00       | ( 1,325.57)  | 431.4 |
| 005-0000-300-0420                 | 75.00         | 380.00     | 1,000.00     | 620.00       | 38.0  |
| 005-0000-300-0421                 | .00           | 773.76     | 1,500.00     | 726.24       | 51.6  |
| TOTAL CHARGES FOR SERVICES        | 144,870.62    | 581,595.91 | 1,742,900.00 | 1,161,304.09 | 33.4  |
| <u>GRANTS/CONTRIBUTIONS</u>       |               |            |              |              |       |
| 005-0000-300-0603                 | .00           | .00        | 940,535.00   | 940,535.00   | .0    |
| TOTAL GRANTS/CONTRIBUTIONS        | .00           | .00        | 940,535.00   | 940,535.00   | .0    |
| <u>MISCELLANEOUS</u>              |               |            |              |              |       |
| 005-0000-300-0801                 | 745.39        | 4,195.32   | 20,000.00    | 15,804.68    | 21.0  |
| 005-0000-300-0812                 | ( 12.46)      | 2,711.56   | 7,000.00     | 4,288.44     | 38.7  |
| 005-0000-300-0814                 | 413.32        | 1,868.76   | 4,000.00     | 2,131.24     | 46.7  |
| 005-0000-300-0825                 | .00           | 3,000.00   | 6,000.00     | 3,000.00     | 50.0  |
| TOTAL MISCELLANEOUS               | 1,146.25      | 11,775.64  | 37,000.00    | 25,224.36    | 31.8  |
| <u>TRANSFERS FROM OTHER FUNDS</u> |               |            |              |              |       |
| 005-0000-300-0902                 | .00           | 3,983.32   | 590,000.00   | 586,016.68   | .7    |
| TOTAL TRANSFERS FROM OTHER FUNDS  | .00           | 3,983.32   | 590,000.00   | 586,016.68   | .7    |
| <u>WATER/WASTEWATER FEES</u>      |               |            |              |              |       |
| 005-0000-300-1008                 | 5,825.75      | 19,625.61  | 65,000.00    | 45,374.39    | 30.2  |
| 005-0000-300-1009                 | .00           | 1,723.60   | 7,000.00     | 5,276.40     | 24.6  |
| 005-0000-300-1010                 | .00           | 29,179.91  | 110,000.00   | 80,820.09    | 26.5  |
| 005-0000-300-1011                 | .00           | 3,501.59   | .00          | ( 3,501.59)  | .0    |
| 005-0000-300-1012                 | .00           | 29,179.91  | 110,000.00   | 80,820.09    | 26.5  |
| 005-0000-300-1015                 | .00           | 395.63     | 1,000.00     | 604.37       | 39.6  |
| 005-0000-300-1018                 | .00           | 593.19     | 1,500.00     | 906.81       | 39.6  |
| TOTAL WATER/WASTEWATER FEES       | 5,825.75      | 84,199.44  | 294,500.00   | 210,300.56   | 28.6  |
| TOTAL FUND REVENUE                | 151,842.62    | 681,554.31 | 3,604,935.00 | 2,923,380.69 | 18.9  |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

WATER & WASTEWATER FUND

|                       | PERIOD ACTUAL | YTD ACTUAL | BUDGET     | UNEXPENDED   | PCNT  |
|-----------------------|---------------|------------|------------|--------------|-------|
| <u>ADMINISTRATION</u> |               |            |            |              |       |
| 005-0000-470-0101     | 23,257.57     | 92,677.90  | 275,805.00 | 183,127.10   | 33.6  |
| 005-0000-470-0106     | 1,774.61      | 7,070.46   | 25,000.00  | 17,929.54    | 28.3  |
| 005-0000-470-0107     | 1,078.22      | 4,318.56   | 15,548.00  | 11,229.44    | 27.8  |
| 005-0000-470-0109     | 5,946.87      | 23,787.46  | 71,240.00  | 47,452.54    | 33.4  |
| 005-0000-470-0110     | 220.00        | 220.00     | 1,500.00   | 1,280.00     | 14.7  |
| 005-0000-470-0112     | 97.55         | 110.78     | 500.00     | 389.22       | 22.2  |
| 005-0000-470-0201     | .00           | .00        | 3,500.00   | 3,500.00     | .0    |
| 005-0000-470-0202     | .00           | .00        | 50.00      | 50.00        | .0    |
| 005-0000-470-0214     | 737.34        | 1,822.36   | 7,750.00   | 5,927.64     | 23.5  |
| 005-0000-470-0235     | 583.10        | 777.10     | 1,000.00   | 222.90       | 77.7  |
| 005-0000-470-0236     | .00           | 501.00     | 2,000.00   | 1,499.00     | 25.1  |
| 005-0000-470-0239     | .00           | .00        | 3,500.00   | 3,500.00     | .0    |
| 005-0000-470-0244     | .00           | .00        | 1,500.00   | 1,500.00     | .0    |
| 005-0000-470-0251     | 302.32        | 657.86     | 3,900.00   | 3,242.14     | 16.9  |
| 005-0000-470-0260     | .00           | 1,470.00   | 6,900.00   | 5,430.00     | 21.3  |
| 005-0000-470-0267     | 10,514.42     | 42,057.68  | 126,173.00 | 84,115.32    | 33.3  |
| 005-0000-470-0370     | .00           | .00        | 960.00     | 960.00       | .0    |
| 005-0000-470-0401     | .00           | .00        | 250.00     | 250.00       | .0    |
| 005-0000-470-0403     | 13.00         | 13.00      | 300.00     | 287.00       | 4.3   |
| 005-0000-470-0404     | 2,767.48      | 6,303.10   | 16,685.00  | 10,381.90    | 37.8  |
| 005-0000-470-0405     | .00           | 53,470.02  | 20,289.00  | ( 33,181.02) | 263.5 |
| 005-0000-470-0406     | .00           | .00        | 350.00     | 350.00       | .0    |
| 005-0000-470-0407     | .00           | .00        | 100.00     | 100.00       | .0    |
| 005-0000-470-0425     | 377.69        | 1,999.11   | 2,000.00   | .89          | 100.0 |
| 005-0000-470-0435     | 480.22        | 1,518.89   | 5,000.00   | 3,481.11     | 30.4  |
| 005-0000-470-0451     | .00           | .00        | 100.00     | 100.00       | .0    |
| 005-0000-470-0499     | .00           | .00        | 750.00     | 750.00       | .0    |
| 005-0000-470-0601     | .00           | .00        | 5,000.00   | 5,000.00     | .0    |
| 005-0000-470-0814     | 447.72        | 1,870.29   | 3,500.00   | 1,629.71     | 53.4  |
| TOTAL ADMINISTRATION  | 48,598.11     | 240,645.57 | 601,150.00 | 360,504.43   | 40.0  |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

WATER & WASTEWATER FUND

|                         | PERIOD ACTUAL                 | YTD ACTUAL       | BUDGET            | UNEXPENDED          | PCNT                     |
|-------------------------|-------------------------------|------------------|-------------------|---------------------|--------------------------|
| <u>WATER OPERATIONS</u> |                               |                  |                   |                     |                          |
| 005-0000-472-0101       | PAYROLL                       | 10,157.84        | 40,518.41         | 108,155.00          | 67,636.59 37.5           |
| 005-0000-472-0106       | PAYROLL TAXES                 | 764.13           | 3,047.62          | 9,000.00            | 5,952.38 33.9            |
| 005-0000-472-0107       | RETIREMENT PLAN               | 439.50           | 1,756.08          | 5,304.00            | 3,547.92 33.1            |
| 005-0000-472-0109       | INSURANCE                     | 3,764.16         | 15,056.65         | 26,312.00           | 11,255.35 57.2           |
| 005-0000-472-0110       | TRAINING/REGISTRATIONS        | .00              | .00               | 1,500.00            | 1,500.00 .0              |
| 005-0000-472-0214       | CONTRACT SERVICE              | 616.44           | 616.44            | 2,000.00            | 1,383.56 30.8            |
| 005-0000-472-0230       | TESTING & PERMITS             | 1,180.00         | 1,690.21          | 4,000.00            | 2,309.79 42.3            |
| 005-0000-472-0235       | LEGAL FEES                    | .00              | 2,461.00          | 1,000.00            | ( 1,461.00) 246.1        |
| 005-0000-472-0236       | ENGINEER FEES                 | 919.24           | 3,633.24          | 3,000.00            | ( 633.24) 121.1          |
| 005-0000-472-0241       | RPRS & MAINT/WATER PLANT      | 57,133.74        | 67,116.81         | 50,000.00           | ( 17,116.81) 134.2       |
| 005-0000-472-0246       | RPRS & MAINT/DIST SYSTEM      | 830.50           | 11,560.02         | 80,000.00           | 68,439.98 14.5           |
| 005-0000-472-0247       | RPRS & MAINT/BULK WATER       | .00              | 1,843.28          | 6,000.00            | 4,156.72 30.7            |
| 005-0000-472-0250       | TELEPHONE EXPENSE             | 499.21           | 999.27            | 1,358.00            | 358.73 73.6              |
| 005-0000-472-0252       | UTILITIES                     | 5,596.35         | 20,774.93         | 54,000.00           | 33,225.07 38.5           |
| 005-0000-472-0406       | DUES/MEMBERSHIPS/SUBS         | .00              | 275.00            | 1,075.00            | 800.00 25.6              |
| 005-0000-472-0416       | SUPPLIES - MAINT/DISTRIB      | .00              | .00               | 1,000.00            | 1,000.00 .0              |
| 005-0000-472-0417       | SUPPLIES - OPERATING/DIST SYS | .00              | 1,824.11          | 15,000.00           | 13,175.89 12.2           |
| 005-0000-472-0418       | SUPPLIES - OPER/WATER PLANT   | .00              | .00               | 1,500.00            | 1,500.00 .0              |
| 005-0000-472-0419       | SUPPLIES - METER SUPPLIES     | .00              | .00               | 20,000.00           | 20,000.00 .0             |
| 005-0000-472-0432       | SUPPLIES - LAB                | .00              | .00               | 2,000.00            | 2,000.00 .0              |
| 005-0000-472-0437       | CHEMICALS - TREATMENT PLANT   | 3,798.60         | 7,389.21          | 26,000.00           | 18,610.79 28.4           |
| 005-0000-472-0498       | SMALL TOOLS & SUPPLIES/LAB    | .00              | .00               | 500.00              | 500.00 .0                |
| 005-0000-472-0499       | SMALL TOOLS & SUPPLIES        | .00              | .00               | 1,000.00            | 1,000.00 .0              |
| 005-0000-472-0601       | CAPITAL/CASH PURCHASES        | 178.66           | 1,361.27          | 627,500.00          | 626,138.73 .2            |
| 005-0000-472-0614       | CAPITAL/DISTRIBUTION SYS      | .00              | 1,011.50          | 333,500.00          | 332,488.50 .3            |
| 005-0000-472-3001       | DEBT SERVICE - PRINCIPAL      | .00              | .00               | 195,900.00          | 195,900.00 .0            |
| 005-0000-472-3010       | DEBT SERVICE - INTEREST       | .00              | .00               | 37,192.00           | 37,192.00 .0             |
|                         | <b>TOTAL WATER OPERATIONS</b> | <b>85,878.37</b> | <b>182,935.05</b> | <b>1,613,796.00</b> | <b>1,430,860.95 11.3</b> |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

WATER & WASTEWATER FUND

|                              | PERIOD ACTUAL                  | YTD ACTUAL  | BUDGET     | UNEXPENDED   | PCNT              |
|------------------------------|--------------------------------|-------------|------------|--------------|-------------------|
| <u>WASTEWATER OPERATIONS</u> |                                |             |            |              |                   |
| 005-0000-474-0101            | PAYROLL                        | 8,325.84    | 33,085.94  | 108,155.00   | 75,069.06 30.6    |
| 005-0000-474-0106            | PAYROLL TAXES                  | 626.63      | 2,489.25   | 9,000.00     | 6,510.75 27.7     |
| 005-0000-474-0107            | RETIREMENT PLAN                | 347.90      | 1,390.07   | 5,304.00     | 3,913.93 26.2     |
| 005-0000-474-0109            | INSURANCE                      | 3,041.90    | 12,167.61  | 26,312.00    | 14,144.39 46.2    |
| 005-0000-474-0110            | TRAINING/REGISTRATIONS         | .00         | .00        | 1,500.00     | 1,500.00 .0       |
| 005-0000-474-0112            | TRAVEL/MEALS                   | .00         | .00        | 500.00       | 500.00 .0         |
| 005-0000-474-0214            | CONTRACT SERVICE               | 53.64       | 53.64      | 1,000.00     | 946.36 5.4        |
| 005-0000-474-0230            | TESTING & PERMITS              | .00         | .00        | 3,000.00     | 3,000.00 .0       |
| 005-0000-474-0236            | ENGINEER FEES                  | .00         | .00        | 100.00       | 100.00 .0         |
| 005-0000-474-0241            | REPAIRS & MAINTENANCE/WWTP     | 1,536.41    | 9,570.70   | 30,000.00    | 20,429.30 31.9    |
| 005-0000-474-0246            | REPAIRS & MAINT/COLLECTION SYS | 278.92      | 1,308.92   | 15,000.00    | 13,691.08 8.7     |
| 005-0000-474-0249            | EQUIPMENT RENTAL               | .00         | .00        | 200.00       | 200.00 .0         |
| 005-0000-474-0250            | TELEPHONE EXPENSE              | 370.36      | 741.38     | 2,200.00     | 1,458.62 33.7     |
| 005-0000-474-0252            | UTILITIES                      | 3,995.51    | 11,527.25  | 45,000.00    | 33,472.75 25.6    |
| 005-0000-474-0299            | SLUDGE REMOVAL                 | 6,352.26    | 14,822.84  | 40,000.00    | 25,177.16 37.1    |
| 005-0000-474-0415            | SUPPLIES - MAINT./COLLECTION   | .00         | .00        | 250.00       | 250.00 .0         |
| 005-0000-474-0419            | SUPPLIES - OPER/WWTP           | .00         | .00        | 1,000.00     | 1,000.00 .0       |
| 005-0000-474-0432            | SUPPLIES - LAB                 | .00         | .00        | 3,500.00     | 3,500.00 .0       |
| 005-0000-474-0438            | CHEMICALS - WW TREATMENT PLANT | .00         | 568.22     | 8,000.00     | 7,431.78 7.1      |
| 005-0000-474-0450            | MISCELLANEOUS                  | 1,071.27    | 1,393.93   | 1,500.00     | 106.07 92.9       |
| 005-0000-474-0498            | SMALL TOOLS & SUPPLIES/LAB     | .00         | .00        | 1,500.00     | 1,500.00 .0       |
| 005-0000-474-0601            | CAPITAL/CASH PURCHASES         | .00         | 19,750.00  | 535,700.00   | 515,950.00 3.7    |
| 005-0000-474-0627            | WETLANDS                       | .00         | .00        | 100.00       | 100.00 .0         |
| 005-0000-474-3001            | DEBT SERVICE - PRINCIPAL       | .00         | .00        | 195,900.00   | 195,900.00 .0     |
| 005-0000-474-3010            | DEBT SERVICE - INTEREST        | .00         | .00        | 37,192.00    | 37,192.00 .0      |
|                              | TOTAL WASTEWATER OPERATIONS    | 26,000.64   | 108,869.75 | 1,071,913.00 | 963,043.25 10.2   |
|                              | TOTAL FUND EXPENDITURES        | 160,477.12  | 532,450.37 | 3,286,859.00 | 2,754,408.63 16.2 |
|                              | NET REVENUE OVER EXPENDITURES  | ( 8,634.50) | 149,103.94 | 318,076.00   | 168,972.06 46.9   |

TOWN OF SILT  
 BALANCE SHEET  
 APRIL 30, 2020

IRRIGATION FUND

ASSETS

|                   |                            |               |                     |
|-------------------|----------------------------|---------------|---------------------|
| 006-0000-100-0100 | CASH - COMBINED FUND       | 515,558.13    |                     |
| 006-0000-100-0201 | ACCOUNTS RECEIVABLE        | 26,340.24     |                     |
| 006-0000-100-0802 | IRRIGATION SYSTEM          | 1,329,256.99  |                     |
| 006-0000-100-0803 | EQUIPMENT                  | 30,474.83     |                     |
| 006-0000-100-0817 | SHARES/CACTUS VALLEY DITCH | 29,175.94     |                     |
| 006-0000-100-0821 | ACCUM DERPRECIATION        | ( 917,238.08) |                     |
|                   | TOTAL ASSETS               |               | <u>1,013,568.05</u> |

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

|                   |                                 |                   |                     |
|-------------------|---------------------------------|-------------------|---------------------|
| 006-0000-250-0110 | RESERVE/DEBT REPAYMENT          | 280,511.72        |                     |
| 006-0000-250-0115 | DONATED CAPITAL                 | 124,765.54        |                     |
|                   | UNAPPROPRIATED FUND BALANCE:    |                   |                     |
| 006-0000-245-0101 | RETAINED EARNINGS               | 598,972.91        |                     |
|                   | REVENUE OVER EXPENDITURES - YTD | 16.53             |                     |
|                   | BALANCE - CURRENT DATE          | <u>598,989.44</u> |                     |
|                   | TOTAL FUND EQUITY               |                   | <u>1,004,266.70</u> |
|                   | TOTAL LIABILITIES AND EQUITY    |                   | <u>1,013,568.05</u> |

TOWN OF SILT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

IRRIGATION FUND

|                                       | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |
|---------------------------------------|----------------------|-------------------|---------------|-----------------|-------------|
| <u>GRANTS/CONTRIBUTIONS</u>           |                      |                   |               |                 |             |
| 006-0000-300-0603 MISC. GRANTS        | .00                  | .00               | 65,000.00     | 65,000.00       | .0          |
| TOTAL GRANTS/CONTRIBUTIONS            | .00                  | .00               | 65,000.00     | 65,000.00       | .0          |
| <u>IRRIGATION FEES</u>                |                      |                   |               |                 |             |
| 006-0000-300-1014 IRRIGATION FEES     | 19,972.62            | 79,872.04         | 236,000.00    | 156,127.96      | 33.8        |
| 006-0000-300-1017 IRRIGATION TAP FEES | .00                  | .00               | 10,000.00     | 10,000.00       | .0          |
| TOTAL IRRIGATION FEES                 | 19,972.62            | 79,872.04         | 246,000.00    | 166,127.96      | 32.5        |
| TOTAL FUND REVENUE                    | 19,972.62            | 79,872.04         | 311,000.00    | 231,127.96      | 25.7        |

TOWN OF SILT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2020

IRRIGATION FUND

|                               | PERIOD ACTUAL      | YTD ACTUAL       | BUDGET            | UNEXPENDED        | PCNT        |
|-------------------------------|--------------------|------------------|-------------------|-------------------|-------------|
| <u>IRRIGATION</u>             |                    |                  |                   |                   |             |
| 006-0000-480-0101             | 9,541.12           | 37,691.70        | 119,170.00        | 81,478.30         | 31.6        |
| 006-0000-480-0106             | 731.51             | 2,888.59         | 10,000.00         | 7,111.41          | 28.9        |
| 006-0000-480-0107             | 368.25             | 1,480.02         | 6,136.00          | 4,655.98          | 24.1        |
| 006-0000-480-0109             | 2,114.28           | 8,457.14         | 28,132.00         | 19,674.86         | 30.1        |
| 006-0000-480-0201             | .00                | .00              | 3,500.00          | 3,500.00          | .0          |
| 006-0000-480-0214             | .00                | .00              | 3,250.00          | 3,250.00          | .0          |
| 006-0000-480-0235             | .00                | .00              | 100.00            | 100.00            | .0          |
| 006-0000-480-0241             | 655.54             | 674.94           | 15,000.00         | 14,325.06         | 4.5         |
| 006-0000-480-0244             | .00                | 25.48            | 1,000.00          | 974.52            | 2.6         |
| 006-0000-480-0251             | 120.17             | 240.21           | 850.00            | 609.79            | 28.3        |
| 006-0000-480-0252             | 269.47             | 866.77           | 20,000.00         | 19,133.23         | 4.3         |
| 006-0000-480-0260             | .00                | 400.00           | 1,100.00          | 700.00            | 36.4        |
| 006-0000-480-0268             | 907.08             | 3,628.32         | 10,885.00         | 7,256.68          | 33.3        |
| 006-0000-480-0404             | 588.89             | 1,766.89         | 5,560.00          | 3,793.11          | 31.8        |
| 006-0000-480-0405             | 222.93             | 8,144.42         | 11,468.00         | 3,323.58          | 71.0        |
| 006-0000-480-0407             | .00                | 6,969.40         | 8,000.00          | 1,030.60          | 87.1        |
| 006-0000-480-0435             | .00                | .00              | 1,500.00          | 1,500.00          | .0          |
| 006-0000-480-0499             | 55.86              | 55.86            | 1,000.00          | 944.14            | 5.6         |
| 006-0000-480-0601             | .00                | 1,000.00         | .00               | ( 1,000.00)       | .0          |
| 006-0000-480-0615             | 5,565.77           | 5,565.77         | 35,000.00         | 29,434.23         | 15.9        |
| 006-0000-480-0616             | .00                | .00              | 5,000.00          | 5,000.00          | .0          |
| 006-0000-480-0808             | .00                | .00              | 800.00            | 800.00            | .0          |
| <br>                          |                    |                  |                   |                   |             |
| TOTAL IRRIGATION              | <u>21,140.87</u>   | <u>79,855.51</u> | <u>287,451.00</u> | <u>207,595.49</u> | <u>27.8</u> |
| <br>                          |                    |                  |                   |                   |             |
| TOTAL FUND EXPENDITURES       | <u>21,140.87</u>   | <u>79,855.51</u> | <u>287,451.00</u> | <u>207,595.49</u> | <u>27.8</u> |
| <br>                          |                    |                  |                   |                   |             |
| NET REVENUE OVER EXPENDITURES | <u>( 1,168.25)</u> | <u>16.53</u>     | <u>23,549.00</u>  | <u>23,532.47</u>  | <u>.1</u>   |

TOWN OF SILT  
 BALANCE SHEET  
 APRIL 30, 2020

VICTIM ASSISTANCE FUND

ASSETS

|                   |                      |  |           |                  |
|-------------------|----------------------|--|-----------|------------------|
| 008-0000-100-0100 | CASH - COMBINED FUND |  | 55,601.69 |                  |
|                   | TOTAL ASSETS         |  |           | <u>55,601.69</u> |

LIABILITIES AND EQUITY

FUND EQUITY

|                   |                                 |   |           |                  |
|-------------------|---------------------------------|---|-----------|------------------|
|                   | UNAPPROPRIATED FUND BALANCE:    |   |           |                  |
| 008-0000-240-0101 | FUND BALANCE                    |   | 55,690.59 |                  |
|                   | REVENUE OVER EXPENDITURES - YTD | ( | 88.90)    |                  |
|                   | BALANCE - CURRENT DATE          |   | 55,601.69 |                  |
|                   | TOTAL FUND EQUITY               |   |           | <u>55,601.69</u> |
|                   | TOTAL LIABILITIES AND EQUITY    |   |           | <u>55,601.69</u> |

TOWN OF SILT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

VICTIM ASSISTANCE FUND

|                                           | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |
|-------------------------------------------|----------------------|-------------------|---------------|-----------------|-------------|
| <u>FINES</u>                              |                      |                   |               |                 |             |
| 008-0000-300-0501 VICTIM ASSISTANCE FINES | 373.00               | 1,341.10          | 8,000.00      | 6,658.90        | 16.8        |
| TOTAL FINES                               | 373.00               | 1,341.10          | 8,000.00      | 6,658.90        | 16.8        |
| TOTAL FUND REVENUE                        | 373.00               | 1,341.10          | 8,000.00      | 6,658.90        | 16.8        |

TOWN OF SILT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

VICTIM ASSISTANCE FUND

|                                     | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>      | <u>UNEXPENDED</u>  | <u>PCNT</u>   |
|-------------------------------------|----------------------|-------------------|--------------------|--------------------|---------------|
| 008-0000-492-0425 SUPPLIES          | .00                  | .00               | 1,000.00           | 1,000.00           | .0            |
| 008-0000-492-0613 VICTIM ASSISTANCE | 1,430.00             | 1,430.00          | 10,000.00          | 8,570.00           | 14.3          |
| TOTAL EXP PROGRAM 492               | <u>1,430.00</u>      | <u>1,430.00</u>   | <u>11,000.00</u>   | <u>9,570.00</u>    | <u>13.0</u>   |
| TOTAL FUND EXPENDITURES             | <u>1,430.00</u>      | <u>1,430.00</u>   | <u>11,000.00</u>   | <u>9,570.00</u>    | <u>13.0</u>   |
| NET REVENUE OVER EXPENDITURES       | <u>( 1,057.00)</u>   | <u>( 88.90)</u>   | <u>( 3,000.00)</u> | <u>( 2,911.10)</u> | <u>( 3.0)</u> |

TOWN OF SILT  
BALANCE SHEET  
APRIL 30, 2020

BEAUTIFICATION FUND

ASSETS

|                   |                          |            |                   |
|-------------------|--------------------------|------------|-------------------|
| 009-0000-100-0100 | CASH - COMBINED FUND     | 244,485.79 |                   |
| 009-0000-100-0105 | CASH IN BANK - MONEY MKT | 17,074.26  |                   |
|                   | TOTAL ASSETS             |            | <u>261,560.05</u> |

LIABILITIES AND EQUITY

FUND EQUITY

|                   |                                 |            |                   |
|-------------------|---------------------------------|------------|-------------------|
|                   | UNAPPROPRIATED FUND BALANCE:    |            |                   |
| 009-0000-240-0101 | FUND BALANCE                    | 260,664.71 |                   |
|                   | REVENUE OVER EXPENDITURES - YTD | 895.34     |                   |
|                   | BALANCE - CURRENT DATE          | 261,560.05 |                   |
|                   | TOTAL FUND EQUITY               |            | <u>261,560.05</u> |
|                   | TOTAL LIABILITIES AND EQUITY    |            | <u>261,560.05</u> |

TOWN OF SILT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

BEAUTIFICATION FUND

|                   |                      | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |
|-------------------|----------------------|----------------------|-------------------|---------------|-----------------|-------------|
|                   | <u>SOURCE 01</u>     |                      |                   |               |                 |             |
| 009-0000-300-0111 | LODGING TAX          | 1,591.11             | 7,384.02          | 45,000.00     | 37,615.98       | 16.4        |
|                   | TOTAL SOURCE 01      | 1,591.11             | 7,384.02          | 45,000.00     | 37,615.98       | 16.4        |
|                   | <u>SOURCE 06</u>     |                      |                   |               |                 |             |
| 009-0000-300-0610 | DONATIONS            | .00                  | .00               | 1,500.00      | 1,500.00        | .0          |
|                   | TOTAL SOURCE 06      | .00                  | .00               | 1,500.00      | 1,500.00        | .0          |
|                   | <u>MISCELLANEOUS</u> |                      |                   |               |                 |             |
| 009-0000-300-0801 | INTEREST INCOME      | 2.81                 | 11.32             | 25.00         | 13.68           | 45.3        |
|                   | TOTAL MISCELLANEOUS  | 2.81                 | 11.32             | 25.00         | 13.68           | 45.3        |
|                   | TOTAL FUND REVENUE   | 1,593.92             | 7,395.34          | 46,525.00     | 39,129.66       | 15.9        |

TOWN OF SILT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

BEAUTIFICATION FUND

|                               | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>        | <u>UNEXPENDED</u>    | <u>PCNT</u> |
|-------------------------------|----------------------|-------------------|----------------------|----------------------|-------------|
| 009-0000-492-0613 PROJECTS    | 6,500.00             | 6,500.00          | 190,500.00           | 184,000.00           | 3.4         |
| TOTAL EXP PROGRAM 492         | <u>6,500.00</u>      | <u>6,500.00</u>   | <u>190,500.00</u>    | <u>184,000.00</u>    | <u>3.4</u>  |
| TOTAL FUND EXPENDITURES       | <u>6,500.00</u>      | <u>6,500.00</u>   | <u>190,500.00</u>    | <u>184,000.00</u>    | <u>3.4</u>  |
| NET REVENUE OVER EXPENDITURES | <u>( 4,906.08)</u>   | <u>895.34</u>     | <u>( 143,975.00)</u> | <u>( 144,870.34)</u> | <u>.6</u>   |

TOWN OF SILT  
 BALANCE SHEET  
 APRIL 30, 2020

PARK IMPACT FEE FUND

ASSETS

|                   |                          |  |           |                  |
|-------------------|--------------------------|--|-----------|------------------|
| 012-0000-100-0100 | CASH - COMBINED FUND     |  | 30,494.09 |                  |
| 012-0000-100-0105 | CASH IN BANK - MONEY MKT |  | 25,859.76 |                  |
|                   | TOTAL ASSETS             |  |           | <u>56,353.85</u> |

LIABILITIES AND EQUITY

FUND EQUITY

|                   |                                 |           |                  |                  |
|-------------------|---------------------------------|-----------|------------------|------------------|
|                   | UNAPPROPRIATED FUND BALANCE:    |           |                  |                  |
| 012-0000-240-0101 | FUND BALANCE                    | 50,068.63 |                  |                  |
|                   | REVENUE OVER EXPENDITURES - YTD | 6,285.22  |                  |                  |
|                   | BALANCE - CURRENT DATE          |           | <u>56,353.85</u> |                  |
|                   | TOTAL FUND EQUITY               |           |                  | <u>56,353.85</u> |
|                   | TOTAL LIABILITIES AND EQUITY    |           |                  | <u>56,353.85</u> |

TOWN OF SILT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

PARK IMPACT FEE FUND

|                      | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |      |
|----------------------|----------------------|-------------------|---------------|-----------------|-------------|------|
| <u>FEEES</u>         |                      |                   |               |                 |             |      |
| 012-0000-300-0319    | PARK IMPACT FEES     | .00               | 6,268.08      | 12,000.00       | 5,731.92    | 52.2 |
|                      | TOTAL FEES           | .00               | 6,268.08      | 12,000.00       | 5,731.92    | 52.2 |
| <u>MISCELLANEOUS</u> |                      |                   |               |                 |             |      |
| 012-0000-300-0801    | INTEREST             | 4.25              | 17.14         | 50.00           | 32.86       | 34.3 |
|                      | TOTAL MISCELLANEOUS  | 4.25              | 17.14         | 50.00           | 32.86       | 34.3 |
|                      | TOTAL FUND REVENUE   | 4.25              | 6,285.22      | 12,050.00       | 5,764.78    | 52.2 |

TOWN OF SILT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

PARK IMPACT FEE FUND

|                        |                               | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>   | <u>UNEXPENDED</u>  | <u>PCNT</u>  |
|------------------------|-------------------------------|----------------------|-------------------|-----------------|--------------------|--------------|
| <u>PARK IMPACT FEE</u> |                               |                      |                   |                 |                    |              |
| 012-0000-492-0611      | PROJECTS                      | .00                  | .00               | 10,000.00       | 10,000.00          | .0           |
|                        | TOTAL PARK IMPACT FEE         | .00                  | .00               | 10,000.00       | 10,000.00          | .0           |
|                        | TOTAL FUND EXPENDITURES       | .00                  | .00               | 10,000.00       | 10,000.00          | .0           |
|                        | NET REVENUE OVER EXPENDITURES | <u>4.25</u>          | <u>6,285.22</u>   | <u>2,050.00</u> | <u>( 4,235.22)</u> | <u>306.6</u> |

TOWN OF SILT  
 BALANCE SHEET  
 APRIL 30, 2020

CONSTRUCTION IMPACT FEE FUND

ASSETS

|                   |                      |  |           |           |
|-------------------|----------------------|--|-----------|-----------|
| 013-0000-100-0100 | CASH - COMBINED FUND |  | 52,683.25 |           |
|                   | TOTAL ASSETS         |  |           | 52,683.25 |

LIABILITIES AND EQUITY

FUND EQUITY

|                   |                                 |           |           |           |
|-------------------|---------------------------------|-----------|-----------|-----------|
|                   | UNAPPROPRIATED FUND BALANCE:    |           |           |           |
| 013-0000-240-0101 | FUND BALANCE                    | 48,138.23 |           |           |
|                   | REVENUE OVER EXPENDITURES - YTD | 4,545.02  |           |           |
|                   | BALANCE - CURRENT DATE          |           | 52,683.25 |           |
|                   | TOTAL FUND EQUITY               |           |           | 52,683.25 |
|                   | TOTAL LIABILITIES AND EQUITY    |           |           | 52,683.25 |

TOWN OF SILT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2020

CONSTRUCTION IMPACT FEE FUND

|                              | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |
|------------------------------|----------------------|-------------------|---------------|-----------------|-------------|
| <u>FEES</u>                  |                      |                   |               |                 |             |
| 013-0000-300-0375 IMPACT FEE | .00                  | 4,545.02          | 9,000.00      | 4,454.98        | 50.5        |
| TOTAL FEES                   | .00                  | 4,545.02          | 9,000.00      | 4,454.98        | 50.5        |
| TOTAL FUND REVENUE           | .00                  | 4,545.02          | 9,000.00      | 4,454.98        | 50.5        |

