



**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, APRIL 27, 2020 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

REMOTE MEETING
(Participation information available on homepage at: townofsilt.org)

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	Consent agenda – 1. Minutes of the April 13, 2020 Board of Trustees meeting	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:10	Public Comments - The Mayor will announce the time for public comment. Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment.		
7:25	Agenda Changes		
7:25 15 min	Interviews for the Board of Trustee vacancy – Samuel Flores Michael Hixson		Tab C Mayor Richel
7:40 5 min	Second reading of Ordinance No. 9, Series 2020 , AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO *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.	Public Hearing * See note under agenda topic	Tab D Director Aluise

7:45 20 min	Continued first 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 <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>	Public Hearing <i>* See note under agenda topic</i>	Tab E Director Aluisse
8:05 15 min	Continued first 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 <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 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>	Public Hearing <i>* See note under agenda topic</i>	Tab F Director Aluisse
8:20 5 min	River Valley Metropolitan District Service Plan presentation (<i>staff requests continuance</i>)	Public Hearing	Tab G Administrator Layman
8:25 20 min	March 2020 financials and balance sheets	Info Item	Tab H Administrator Layman and Treasurer Tucker
8:45 10 min	Resolution No. 23, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, OFFERING A FOOD VOUCHER PROGRAM TO SILT RESIDENTS IN NEED DURING THE COVID-19 PANDEMIC CRISIS	Action Item	Tab I Administrator Layman
8:55 10 min	Updates from Board / Board Comments		
9:05 60 min	Executive Session – For a conference with the Town attorney for the purpose of receiving legal advice on specific legal questions under CRS 24-6-402(4)(b) – Silt Castle v. Town of Silt		
10:05	Adjournment		

The next regularly scheduled meeting of the Silt Board of Trustees is Monday, May 11, 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
APRIL 13, 2020 – 7:00 P.M.
REMOTE MEETING**

The Silt Board of Trustees held their regularly scheduled meeting remotely on Monday, April 13, 2020. Mayor Richel called the meeting to order at 7:02 p.m.

Roll call

Present

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

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.

Pledge of Allegiance and Moment of Silence

Consent Agenda

- 1) Minutes of the March 17, 2020 Special Board of Trustees meeting
- 2) Minutes of the March 23, 2020 Remote Board of Trustees meeting

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

Conflicts of Interest – There were no conflicts of interest.

Public Comments – There were no public comments.

Agenda Changes – There were no agenda changes.

Swearing in and seating of newly elected Trustees

Town Clerk McIntyre swore in newly elected Trustees Justin, Brintnall, Kyle Knott, Andreia Poston and Sam Walls.

Nomination of Mayor Pro-tem

Trustee Walls nominated Trustee Knott as the Mayor Pro-tem. Trustee Poston seconded the motion, and the motion carried unanimously.

Nomination of Board Representative to VALE Board

Mayor Pro-tem Knott nominated Trustee Brintnall as the Board representative to the VALE Board. Trustee Poston seconded the motion, and the motion carried unanimously.

Consent Agenda

- 1) **Resolution No. 22, Series 2020, A RESOLUTION EXPRESSING THE APPRECIATION OF THE BOARD OF TRUSTEES FOR THE SERVICES OF DINA PRIETO AS A TRUSTEE OF THE TOWN OF SILT**

Trustee Prieto thanked the Board and the staff stating that it has been both a pleasure and an honor to work with everyone.

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

Mountain Waste Semi-annual report

Present tonight was Mike Hinkley with Mountain Waste to provide the board with their semi-annual diversion report. Based on the report, they continue to see an increase in the landfill diversion rate. He added that they have seen a huge increase in the amount of trash and recycle from people staying home due to the pandemic. He discussed the recycling program and explained how the tipping fees continue to increase, adding that they are absorbing a portion of the price increase while the remainder has been passed onto the consumer. He stated that the biggest expense comes from the recycle facility. There was discussion regarding the continued use of the recycling program and he stated that they will continue to pick it up as long as it is feasible but that there could come a day when they can no longer afford do the recycling program due to the costs involved.

There was additional discussion regarding the cost of the program and that most people don't realize the true costs to provide it. Mr. Hinkley explained that if the town were to drop the recycle program at any point, it could be picked up again at a later date. Mr. Hinkley also reminded citizens to be conscious of the additional trash that they are putting out, adding that his drivers are not responsible to pick up trash outside of the designated container, especially now with COVID-19 concerns in an effort to protect his drivers since they are considered a critical service.

Regional Detoxification Service Center discussion

Present tonight were Debbie Wilde and Paula Stepp to talk about a new effort to establish a regional detoxification service center. They both briefed the board on this project explaining that it is a way to combat substance abuse and a recovery continuum. A task force has been put together that includes EMS, Fire and Police Chiefs, Sheriff's department, mental health facilities,

hospital and nurses. They are looking to provide a 6-8 bed facility that would take the cost burden away from police departments. They are also looking to obtain assistance from grants for the buildout with sustainability from Medicaid, Medicare and the State as well as each community.

Chief Kite stated that he would support the detox center in Glenwood Springs since in the past the officers have had to go as far as Grand Junction with people. It was added that it would be nice to be able to stay within the County with this service. There was some concern that due to the population in Glenwood Springs, that they would fill all of the beds leaving no room for other towns. Ms. Wilde stated that people would only be allowed to stay in the facility for up to five days, but that it would be possible to bring in another cot or bed should the circumstance arrive that more people are brought in for assistance. She added that the facility should be big enough for what they need.

It was explained that the date to be up and running is uncertain at this time in part due to the pandemic. It was stated that Mind Springs would be operating the facility, just not funding the program. They are also estimating a \$500,000 annual budget to run the facility and that they have a funding taskforce currently working on this. Ms. Stepp did invite the Town to have a representative join them and sit on the task force. Mayor Pro-tem Knott volunteered to represent the town.

Stoney Ridge Phase II - Request for 3rd reduction in Letter of Credit balance

Director Aluise stated that this is the third request for a letter of credit balance reduction and that the applicant is asking to reduce it by \$33,015.42, leaving a balance of \$18,269.46. The Town shall retain 10% of the bond until it is replaced with a warranty bond.

Present tonight was applicant Kevin Tucker who stated that he has no problems with this reduction adding that it has been hard to get inspections done due to the pandemic.

Mayor Pro-tem Knott made a motion approve the 3rd Request for a reduction in Letter of Credit for Stoney Ridge Phase II with a reduction of \$33,015.42 leaving a balance of \$18,269.46. Trustee Brintnall seconded the motion, and the motion carried unanimously.

First reading of **Ordinance No. 9, Series 2020**, AN ORDINANCE OF THE TOWN OF SILT ("TOWN") APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION ("HIGHWATER") FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Director Aluise went through her staff report stating the board has seen this agreement before in the form of a resolution that was passed giving the applicant a one-year term for this farm operation. Due to the nature of the project staff would like to fully support the project with an ordinance that allow for a 5-year first term plus an additional five, 5-year terms.

Mayor Pro-tem Knott asked how the town would take back the land should the applicant not use the property as agreed on. Attorney Sawyer stated that there are default provisions within the lease that protects the town should the use of the property not be consistent with what was

agreed upon with the ability to take the property back. Attorney Sawyer added that the applicant has also provided an updated map that recognizes the area of their use in relation to the eagles' nest on the property.

Present tonight was Sara Tymczyszyn, Director of the project. Ms. Tymczyszyn explained where they are in their process and that the basic infrastructure is under way. She added that one-acre will be ready to use this year and that amount will increase next year. She stated that they probably won't have any high school students on board until next year but that they are accepting volunteers for this year. She added that in regards to the current pandemic that they would be very conscious about social distancing in order to keep people safe and healthy. Ms. Tymczyszyn stated that they plan to start planting in mid-May. Mayor Pro-tem Knott suggested that the Board do a field trip out to the project and Ms. Tymczyszyn asked that they also consider helping out with the planting when the time is right.

The public hearing was opened at 8:24 p.m. There were no public comments and the hearing was closed at 8:24 p.m.

Trustee Brintnall made a motion to approve first reading of Ordinance No. 9, Series 2020, AN ORDINANCE OF THE TOWN OF SILT ("TOWN") APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION ("HIGHWATER") FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO to include the revised Exhibit A. Trustee Poston seconded the motion, and the motion carried unanimously.

Resolution No. 11, Series 2020, A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS REGARDING AN ANNEXATION PETITION FOR TWO PARCELS KNOWN AS THE PAINTED PASTURES VILLAGES 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

Present tonight was representative Doug Pratte with The Land Studio. Director Aluise went through her staff report explaining that this resolution sets the public hearing for this project that contains both residential and commercial. Mr. Pratte went through his slideshow presentation and gave a brief background of the project.

The public hearing was opened at 8:40 p.m. There were no public comments and the hearing was closed at 8:40 p.m.

Trustee Seifert made a motion to approve Resolution No. 11, Series 2020, A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS REGARDING AN ANNEXATION PETITION FOR TWO PARCELS KNOWN AS THE PAINTED PASTURES VILLAGES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO. Trustee Brintnall seconded the motion, and the motion carried unanimously.

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

Director Aluise asked the Board on behalf of staff and the applicant to continue first reading of the annexation and zoning ordinances tonight to give staff and the applicant additional time to complete the Annexation and Development Agreement and other items that they are still working on. She asked that these both be brought back to the April 27, 2020 meeting. Doug Platte stated that he was in agreement with this requested continuance.

Mayor Pro-tem Knott made a motion to continue first 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 to the April 27, 2020 meeting. Trustee Walls seconded the motion, and the motion carried unanimously.

First 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

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Cigarette Tax discussion

Administrator Layman explained that this had been a topic of discussion at a Mayors meeting in the region and staff was directed to conduct a survey of the surrounding communities to see how they have addressed a cigarette tax. Mayor Richel stated that when he went to the meeting, some of the other Mayor's felt that the tax pushed people out of their towns to purchase cigarettes elsewhere. It was felt that in order to try to help curb people from smoking that everyone should collectively be on board with a cigarette tax. It was also stated that should the town choose to pursue a cigarette tax, it would need to go to a vote of the people.

There was discussion by the board that included if government should be telling people what they can and cannot do as it is a personal decision, what the additional tax money would be used for, that it should be left up to the citizens of Silt to decide if they want to vote a tax in at a

future election, that it could open up a can of worms on whether an additional tax should be placed on marijuana and liquor as well and that maybe it should be left up to the State to institute a statewide tax and not leave it up to municipalities to place at the local level.

Town Clerk McIntyre read into the record three letters submitted by: Golden Gate Petroleum, Gofer Foods of Silt and from Core-Mark Denver, all opposed to the Board increasing taxes on the sale of cigarettes mostly based on current conditions related to the COVID-19 pandemic and the loss of revenue for their businesses as well as to the Town of Silt that it would trigger.

It was determined that the Board would not pursue a tax increase at this time.

Police Officer Retention, Recruitment and Operations

Chief Kite went over him memo in the packet. Mayor Pro-tem Knott asked if the police department has any type of tiered system for salary increases or an incentive plan that they use in an effort to retain officers that would not only make us more competitive but could help lessen the fact that we are a training ground. Chief Kite stated that it isn't necessarily all about the money because what we pay is in the ballpark, but the fact that many officers leave to move onto bigger departments. He explained that he has retained two trainees who would be going to the next academy slated for August and that they are currently training in other areas of the department which he feels will help when they come back from academy and go through their FTO program.

Chief Kite stated that he is at full staff right now but would be losing an officer at the end of the year. Mayor Richel commented about how he feels the town should consider budgeting for more officers than what is required so that we are not always down an officer when one leaves, since Silt is a revolving door. Administrator Layman suggested setting up a meeting with the HR sub-committee to do a review of the police department budget and work force for the 2021 budget. The Board offered their full support of the police department.

COVID-19 Relief Efforts

Administrator Layman went over the assistance that the Town has offered to businesses, individuals and families during this crisis. He added that information regarding Federal programs known at this time has been emailed to businesses. He also stated that staff member Nicole Centeno has been instrumental in getting a large amount of information out to the community through social media as well as Janey Dyke in regards to utilities and setting up payment plans when requested. Administrator Layman explained that the town is not shutting off water for delinquent payments or charging late fees during this time. Citizens are being informed that they would still owe what is being charged on their accounts but that the town would work with them to catch up on past due balances.

Administrator Layman explained that he has been on contact with those associated with our bonds and that there are requirements that the town has to look into fully before any more decisions are made. He asked the Board to relay to him any ideas that they may have that could help our citizens as well. He also added that businesses who have contacted the Town have been referred to the Town's website for additional information and assistance programs.

Mayor Pro-tem Knott asked if the town was receiving any assistance from the Chamber and Administrator Layman stated that there is so much information out there from organizations

such as the Chamber, AGNC, RREDC, Garfield County, DOLA and the State to name a few. Mayor Richel stated that he has seen so many people reach out and help each other during this difficult time and reminded citizens to please reach out to the Town to see what assistance they can provide right now instead of waiting until later.

COVID-19 Updated Town of Silt Financial Status

Administrator Layman and Treasurer Tucker stated that the March numbers are still looking good but that it is anticipated that the April numbers will be lower. Administrator Layman stated that staff has severely reduced and restricted some expenditures due to current conditions, even if it is a budgeted item. He went through the stages of his recession plan that addresses the various escalating stages of impacts to revenue streams based on annual numbers.

Administrator Layman stated that he doesn't anticipate having any reports for the Board until May regarding April revenues. He also went over the capital projects that were budgeted for this year stating that many of them have been put on hold unless they have been funded by grants. Staff will try to move forward on them by at least getting bids for the projects to see what the actual numbers would be.

Administrator and Staff reports

Administrator Layman stated that staff is still working hard to advance on all of the towns initiatives while also dealing with everything related to COVID-19. Staff has been working on items such as modifying OHV restrictions, various elements of the potential Metro District, the building department has remained extremely busy and staff continues to work on the I-70 Interchange project. Trustee Seifert stated that he has seen people using the new charging station just about every day.

Updates from Board / Board comments

The Board thanked staff for all that they are doing adding that we will get through this. Staff was also thanked for all of their work that they have been doing from home. It was also commented how well the remote meeting is working. The Board also reminded the citizens that we are all here to help them and to let them know what they can do to help during this time. Mayor Pro-tem Knott thanked Dina Prieto for her time on the Board and reminded citizens that there is an open seat now and encouraged people to apply.

Mayor Richel also reminded people to get their Board applications into the Town Clerk by April 21. He also asked citizens to make sure that they put their trash in their cans to the best of their ability not next to them, and that if the trash company leaves any trash next to their cans, it is the citizens responsibility to pick it up. Mayor Richel also stated that Rifle Town Manager Scott Hahn has put together a challenge to help remind kids of the 6-foot social distancing that we should all be practicing. Manager Hahn has stated that the kids in Rifle can jump farther than the kids in Silt. Mayor Richel asked people to post videos of their families stepping up to this challenge and to show that our kids can jump farther than Rifle kids.

Mayor Richel offered a huge thanks to staff for everything that they are still accomplishing while working remotely. He stated that it is one thing to be busy working out of an office that you are

used too, to now doing twice as much from a remote location. He added that town services are still happening like normal and that the town is looking good and everyone is doing a great job!

Attorney Sawyer stated that there would be an addition to the Executive Session tonight and asked that the Board add the topic to receive legal advice from the attorney to their motion.

Mayor Richel made a motion to extend the meeting past 10:00 pm. Trustee Seifert seconded the motion, and the motion carried unanimously.

Mayor Richel adjourned for a break at 9:56 p.m. and reconvened at 10:04 p.m.

Executive Session

Trustee Brintnall made a motion to go into an executive session for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) Administrator's Evaluation and for a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b) Silt Castle LLC v Town of Silt. Trustee Walls seconded the motion, and the motion carried unanimously. The board adjourned to executive session at 10:05 p.m.

At the end of executive session, Mayor Richel made the following statement: "The time is now 10:47 p.m., and the executive session has concluded. No formal action was taken in executive session. The participants in the executive session were: Keith Richel, Kyle Knott, Andrea Poston, Jerry Seifert, Sam Walls, Justin Brintnall, Janet Aluise, Sheila McIntyre, Jeff Layman and Michael Sawyer. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record". No objections were stated.

Mayor Pro-tem Knott made a motion to approve the Town Administrator's quarterly bonus of \$2000. Trustee Walls seconded the motion, and the motion carried unanimously

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 10:48 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 27, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Interview for Board of Trustee vacancy

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

RECOMMENDATION: Staff asks that the board interview the two candidates who have completed and returned an application for the advertised vacancy.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Per Section 2.04.020 of the SMC, in the event of a vacancy the board shall appoint a qualified person to fill the vacancy until the next regular municipal election. Also according to the Home Rule Charter, Section 2-6(c), whenever a vacancy occurs more than 90 days prior to the next regular Town election, the Board of Trustees shall solicit the general public for applications to fill the vacancy. Within 60 days following the occurrence of a vacancy, the board of Trustees shall either appoint a replacement or call a special election to replace such person. If the Board of Trustees fails to appoint a replacement within 60 days following the occurrence of a vacancy, then the Board of Trustees may schedule a special election to be held within 180 days after such failure, unless a general election is already scheduled within that time period.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

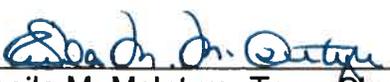
ORIGINATED BY:

PRESENTED BY: Mayor Richel

DOCUMENTS ATTACHED: Applications from Samuel Flores and Michael Hixson

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk

REVIEWED BY:



Jeff Layman, Town Administrator



Application for Commission or Board Appointment

On which of the Commissions or Boards are you interested in serving on?

Planning & Zoning Commission VALÉ Board Board of Trustees

Is this a reappointment request? No If yes, how long have you served? _____

NAME: Samuel Flores

ADDRESS: 1425 Orchard Ave

MAILING ADDRESS: Same

CONTACT PHONE: 970-319-5855 WORK PHONE: _____

EMAIL ADDRESS: Samuel28flores@gmail.com DATE OF BIRTH: [REDACTED]

HOW LONG HAVE YOU CURRENTLY LIVED IN SILT? 16 years OCCUPATION: Lab Operator WW

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

**** A background check will be conducted on all applicants nominated**

Samuel Flores
Applicant's Signature

2-27-20
Date

1. Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Board?

I love Silt and would like to be part of helping this community grow and prosper. I am a licensed wastewater, water operator of the town of Snowmass water and Sanitation.

2. Why do you wish to be appointed/reappointed to this Commission or Board?

I would like to help the future of Silt.

3. Are you aware of the time commitment and do you have the personal time to devote to this Commission or Board?

yes

4. The Board of Trustees strives to keep a balance of knowledge and new opinions and ideas on all boards. What makes you a good candidate for reappointment rather than bringing in a new person? (for those seeking reappointment only)

5. What other Boards have you served on?

I volunteered for Search and Rescue for 11 years and during that time I sat on the Board twice

QUESTIONS FOR PLANNING & ZONING AND BOARD OF TRUSTEE CANDIDATES ONLY

6. If appointed, what would you like to accomplish on the Commission or Board while you're involved?

Not sure, I feel like I would be a set of fresh eye to the board and would tackle any challenges that face the town.

7. What do you believe could be a concern or issue facing this Commission or Board?

Growing our community in such away that it is appealing to outsiders to live, recreate or vacation.

8. What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?

To develop a Sustainable and growing township.

Thank you for your interest and time commitment in serving your community.



231 N 7th Street
Silt, CO
970-876-2353

www.townofsilt.org

Application for Board Appointment

Attached is information about serving for the Town of Silt on the Planning & Zoning Commission, the VALE Board or the Board of Trustees (as an appointed position only between elections).

Each member serving on a commission or board must reside in the Town of Silt.

If you are interested in serving on a commission or board, please complete the application and questionnaire and return it to the Town Clerk at the address above.

Planning & Zoning Commission

Number of members:	5 members and 2 alternates
Length of term:	4 years
Meeting date & time:	1 st Tuesday of each month at 6:30 p.m.
Residency requirement:	Must reside in the Town of Silt

VALE Board

Number of members:	6 members and 1 alternate
Length of term:	4 years
Meeting date & time:	3 rd Monday of each month at 5:30 p.m.
Residency requirement:	Must reside in the Town of Silt

Board of Trustees (appointments to fill a vacancy only)

Number of members:	7 members
Length of term:	Until the next election in April of even numbered years
Meeting date & time:	2 nd & 4 th Monday of each month at 7:00 p.m.
Residency requirement:	Must have resided in the Town of Silt for at least one year, be 18 years of age and a registered elector in the Town of Silt



Application for Commission or Board Appointment

On which of the Commissions or Boards are you interested in serving on?

Planning & Zoning Commission VALE Board Board of Trustees

Is this a reappointment request? N/A If yes, how long have you served? _____

NAME: Michael Hixson

ADDRESS: 945 Grand Ave

MAILING ADDRESS: 945 Grand Ave

CONTACT PHONE: 970-456-3760 WORK PHONE: 970-384-6435

EMAIL ADDRESS: Mikehixson@msn.com

HOW LONG HAVE YOU LIVED IN SILT? 10 Years OCCUPATION: Administrative Assistant

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

Michael Hixson
Applicant's Signature

April 4th 2020
Date

1. Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Board?

I moved to Silt in 2010 with my wife and kids. We have bought into small town living. I am interested in being appointed because I think it would be an honor to have a say in the decisions that are being made in my little town. I feel that it is important for to make the best decisions to ensure our town stays strong and grows.

2. Why do you wish to be appointed/reappointed to this Commission or Board?

I wish to be appointed because I would like to have a voice in what my town does and help make decisions that are crucial to how Silt grows. I have lived in Silt for 10 years and have seen some amazing things happen and I want to have a part in my community. I feel that I finally have the right worklife balance that I needed to become a part of my community.

3. Are you aware of the time commitment and do you have the personal time to devote to this Commission or Board?

I am aware of the time commitment and I wanted to make sure that I was in a good place from a work-life balance before filling out my applications. I wanted to make sure I had my families support because of the commitment level that it would take for our town.

4. The Board of Trustees strives to keep a balance of knowledge and new opinions and ideas on all boards. What makes you a good candidate for reappointment rather than bringing in a new person? (for those seeking reappointment only)

N/A

5. What other Boards have you served on?

N/A

QUESTIONS FOR PLANNING & ZONING AND BOARD OF TRUSTEE CANDIDATES ONLY

6. If appointed, what would you like to accomplish on the Commission or Board while you're involved?

I would like to see more business development adding more jobs and structure for Silt. I would like to get more involved from a town stand point to ensure that people are having their voices heard.

7. What do you believe could be a concern or issue facing this Commission or Board?

I can honestly say that I do not see any concerns or issues facing the Commission or Board.

8. What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?

I think that everyone should be held to the same standards and regulations. I think that it is very important to have the right mindset to develop our community into a place where people are proud to live.

Thank you for your interest and time commitment in serving your community.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 27, 2020
Council Action Form**

SUBJECT: Request for approval of lease of a portion of Silt River Preserve for agricultural production for an additional 4 years in the first term, and an additional five 5-year terms.

PROCEDURE: (2nd Reading) Ordinance 9, Series of 2020, AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

RECOMMENDATION: (Staff) recommends the Board approve the Town of Silt/Highwater Farm Land Lease Agreement for an additional four years in the first term, and an additional five 5-year terms.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Highwater Farm, a Colorado nonprofit corporation, requests to lease a portion of the Silt River Preserve (not to exceed five acres), for the purpose of agricultural production, including teaching youth farming.

FUNDING SOURCE:	Highwater Farm
ORDINANCE FIRST READING DATE:	April 13, 2020
ORDINANCE SECOND READING DATE:	April 27, 2020
RESOLUTION READING DATE:	N/A
ORIGINATED BY:	Highwater Farm
PRESENTED BY:	Janet Aluise, CDD
DOCUMENTS ATTACHED:	1) Ordinance 9, Series of 2020; 2) Agreement; & 3) Map of Leased Area.

TOWN ATTORNEY REVIEW [X] YES [] NO **INITIALS** _____

SUBMITTED BY:

REVIEWED BY:

Janet Aluise
Janet Aluise, Community Development Director

Jeff Layman
Jeff Layman, Town Administrator

**TOWN OF SILT
ORDINANCE NO. 9
SERIES OF 2020**

AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt (“Town”) owns certain real property located in the Town of Silt and Garfield County, Colorado known as Garfield County Assessor’s Parcel Number 2179-094-00-733 (the “Subject Property”), or more commonly known as the Silt River Preserve, subject to a conservation easement; and

WHEREAS, the Town is a “public body” authorized to grant leases in real property it owns; and

WHEREAS, the Town desires to lease a portion of the Subject Property, as depicted and described in **Exhibit A** and hereinafter known as “Leased Property”, including all appurtenances, described water rights, easements, and improvements related to the Leased Property for the purpose of active agricultural production; and

WHEREAS, Highwater and the Town acknowledge that it is in the best interests of both parties to approve the agreement, as the Silt River Preserve conservation easement and management plan contemplate the cultivation of vegetative material on the Subject Property; and

WHEREAS, on or about March 9, 2020, the Board considered Resolution 17, Series of 2020, as written, and found that approval of this resolution and the Lease Agreement, attached as **Exhibit B**, is in the best interests of the Town of Silt and its citizens, for a period of one year beginning on the date of recordation of the one-year lease agreement;

WHEREAS, the Board may consider land leases for periods greater than one year, following a public hearing, noticed in accordance with the Silt Municipal Code; and

WHEREAS, on or about April 13, 2020 and April 27, 2020, in duly noticed public hearings, the Board considered the applicant’s request for a lease period of four additional years for the first term (five total years for the first term, inclusive of the initial one-year term approved by Resolution 17, Series of 2020), and five 5-year additional lease periods, as detailed in the attached Lease Agreement; and

WHEREAS, the Board determined that approval of this ordinance is in the best interests of the citizens.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT the Highwater Farm Lease Agreement is hereby approved.

INTRODUCED, READ, AND APPROVED ON FIRST READING, a public hearing, at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 13th day of April, 2020 at 7 p.m. in the Municipal Building of the Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED, this 27th day of April, 2020.

ATTEST:

TOWN OF SILT

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

Exhibit A

Highwater Farm Leased Property General Description



*Site Plan - Highwater Farm
at the Silt River Preserve*



Exhibit B
(See Attached Agreement to follow)

AGRICULTURAL LAND LEASE

This AGRICULTURAL LAND LEASE AND AGREEMENT (the “Agreement” “Lease Agreement” or “Lease”) is entered into as of the last signature collected hereto, by and between the Town of Silt, a Colorado home-rule municipality whose legal address is 231 N. 7th Street, Silt, CO 81652 (hereinafter, “Town”) and Highwater Farm, a Colorado nonprofit corporation whose legal address is 732 Minter Ave, Glenwood Springs CO 81601 (hereinafter “Highwater”). Town and Highwater may be referred to herein individually without specification as “Party”, or collectively as “Parties”.

This Agreement is made with reference to the following facts:

- A. The Town owns certain real property located in the Town of Silt and Garfield County, Colorado, commonly known as the Silt River Preserve, otherwise known as Parcel # 217909400733, 791 County Road 346, a one hundred and thirty two acre parcel located south of the Colorado River and north of County Road 346, hereinafter “Subject Property.”
- B. The Town is a “public body” authorized to grant leases in real property it owns.
- C. The Town desires to lease a portion of the Subject Property, as depicted and described in **Exhibit A** and hereinafter known as “Leased Property,” including all appurtenances, described water rights, easements, and improvements related to the Leased Property for the purpose of active agricultural production.

LEASE AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

- 1. Recitals: The foregoing recitals are hereby incorporated by this reference.
- 2. Purpose and Intent. Landlord and Tenant intend that the Leased Property, all appurtenances, water rights, easements and improvements as described herein be used for active agricultural production, fencing, irrigation, and related uses, including education and instruction. Agricultural production shall continue on the Leased Property during the entire term of the lease, consistent with accepted agricultural practices regarding soil and water, and as further determined by Town and Highwater, in order to avoid erosion and weed proliferation on the Leased Property.
- 3. Compensation for Land Usage. In recognition of the public benefits to be obtained from Highwater’s agricultural use of the Leased Property, Highwater shall pay to the Town rent in the amount of ten dollars per year. The rent is due and payable on or before March 31 of each calendar year. .

4. Water Rights/Water Usage. In consideration for the grant of the Lease, the Town agrees that Highwater may utilize the following water rights owned by the Town without additional compensation to the Town.

An amount not to exceed 120 gallons per minute from the following water rights:

Rising Sun Ditch Priority No. 16

Rising Sun Ditch 1st Enlargement Priority No. 64

Rising Sun Ditch 2nd Enlargement Priority No. 226

(collectively the “Water Rights”)

Highwater’s use of the Water Rights shall be exclusive to the Leased Property. Highwater shall install its own pump and pipe system to deliver water associated with the Water Rights from the Rising Sun Ditch to the Leased Property. The pump shall have a totalizing flow meter and Highwater shall log the meter readings on a monthly basis. Prior to installation of the pump and piping infrastructure, Highwater shall submit to the Town a plan depicting the location of the pump, a description of how electricity will be provided to the pump (certified by a licensed electrician), and the location of the proposed pipeline(s) to deliver the water to the Leased Property. The Town shall review and approve (or approve with conditions) the plan within thirty days. Highwater shall be independently responsible for obtaining any approvals required from the Rising Sun Ditch Company related to siting improvements within the ditch and ditch easement. Highwater shall be solely responsible for the costs of constructing, operating, and maintaining the infrastructure required to deliver water to the Leased Property. Nothing herein shall prevent the Town from entering into joint grant applications with Highwater for irrigation improvements that benefit the Leased Property.

In the event that Highwater uses power from the Town’s electric meter for the irrigation pump that takes water from the Rising Sun Ditch, Highwater shall reimburse the Town the cost of its electricity usage. The presumptive amount of Highwater’s electricity usage shall be one third of the amount charged at the Town’s meter. Either party may request to have the presumptive amount of electricity usage modified based upon the percentage of each party’s pump meter readings to the total water pumped from the Rising Sun Ditch using electricity from the Town’s meter. Highwater shall use electricity from the Town’s meter only for running the irrigation pump and Highwater’s cooler, or such other uses as the Town may permit.

Highwater shall contribute to any ditch Rising Sun Ditch assessments payable by the Town. Highwater shall contribute an amount equal to: total assessment amount * area irrigated by Highwater / area of the Silt River Preserve property irrigated by Town or its other lessee(s).

5. Leased Property. Town, in consideration of the terms contained herein, leases to Highwater, the real property depicted and described in **Exhibit A** consisting of approximately five (5) acres. Highwater may choose not to lease all of the Leased Property at all times. On or before March 15 of each calendar year, Highwater shall give notice to the Town of that portion of the Leased Property that Highwater intends to lease and use during the upcoming season together with a depiction of the area on an aerial photograph and an estimate of the acreage to be leased. In the event that Highwater chooses not to lease all of the Leased Premises in any given year, Highwater shall remove fencing so that the area is accessible to the public.
6. Lease Term.
 - a. Town leases the Leased Premises to Highwater from the date of execution of this Lease until December 31, 2025 (“Primary Term”). This Lease shall automatically renew at the end of the Primary Term for five subsequent 5-year terms, ending December 31, 2055 (each subsequent period a “Subsequent Lease Term”) unless Highwater provides notice to Town of its intent to terminate the Lease at least 60 days prior to the end of the Primary Term or each Subsequent Lease Term.
 - b. In the event that Highwater fails to use the Leased Property to grow agricultural crops for a one-year period, this lease shall automatically terminate. If Highwater has not undertaken to use the Leased Property for agricultural purposes in a given year, the Town shall give Highwater notice thereof on or before June 30 of said year.
7. Operations Subject to AVL T Management Plan. The rights provided under this Agreement are subject and subordinate to the terms and provisions of the Silt River Preserve Management Plan and the Deed of Conservation Easement for the Silt River Preserve with the Aspen Valley Land Trust recorded in the public records of Garfield County at Reception No. 795360. Any violation of the Silt River Preserve Management Plan and the Deed of Conservation Easement by Highwater shall constitute a breach of this Agreement.

AGRICULTURAL PROVISIONS

8. Soil Testing. Highwater shall test the soil of the Leased Property no less than once per calendar year, following the agricultural season. The soil tested should adequately represent the entire Leased Property. Highwater shall use an acceptable soils testing laboratory either a public or private entity, and submit the professional results to the Town within thirty (30) days of such testing.
9. Weed Control. Highwater is responsible for the control and removal of noxious weeds from the Leased Property prior to seed dispersal as defined in the Colorado Noxious Weed Act. Prior to application of any herbicide, the Town and/or Aspen Valley Land Trust shall review and approve the type and use of such herbicide.

Town is responsible for control and removal of noxious weeds for the Silt River Preserve outside of the Leased Property.

10. Pest Control. Town shall maintain no less than a one hundred (100) foot buffer for herbicides/pesticides applied surrounding the Leased Property.
 - a. Highwater may engage in control and removal of any pests or predators only with the express written approval of the Town and/or Aspen Valley Land Trust.
 - b. Highwater will document all applications, detailing date and time, type(s) of herbicides or pesticides and application method(s) and submit documentation to the Town annually.
11. Fertilizers. Highwater's application of any and all fertilizer agents shall be based upon the results of the soil tests, with further recommendation of Colorado State University, if needed, and with approval of the Town and/or Aspen Valley Land Trust. Highwater will document all applications, detailing date and time, type(s) of fertilizers and application method(s) and submit documentation to the Town annually.
12. Livestock. The Town leases portions of the Silt River Preserve for livestock grazing, but such tenants are required to reasonably prevent such livestock from leaving the tenants' leased property and entering the area of the Highwater Leased Property. Notwithstanding the foregoing, Highwater acknowledges Colorado is a "fence out" state and may erect fencing sufficient to keep livestock out of the Leased Property at its discretion and at its sole expense. Likewise, Highwater may maintain livestock on the Leased Property in accordance with the Silt River Preserve Management Plan and as sanctioned by Aspen Valley Land Trust so long as Highwater reasonably prevents such livestock from leaving the Leased Property.
13. Vehicle and Machinery Storage. Highwater's storage of vehicles or machinery not actively used as part of the agricultural operation is prohibited. No unlicensed vehicle shall be stored on the Leased Property. Highwater's maintenance of vehicles and machinery used in agricultural operations may be conducted on Leased Property. Highwater shall collect and dispose of any and all spills or losses of fluid associated with vehicles or agricultural machinery on the Leased Property consistent with applicable law. Highwater shall be entitled to use of up to 4 parking spaces in the existing parking lot for day-to-day activities. Additionally, Highwater shall be entitled to utilize up to 15 additional spaces in the parking lot, together with overflow parking along the road shoulder up to 3 times per year for special events, upon at least 7 days' notice to the Town.
14. Existing Vegetation. Highwater shall not disturb existing hedgerows and brush areas unless they are part of or attached to the Leased Property.
15. Federally Prohibited Crops. Highwater shall not engage in the growing, maintenance, or distribution of federally prohibited crops on the Leased Property.

16. Crops. Highwater shall be entitled to all crops if the termination of the Agreement is not a result of Highwater's breach of the Agreement, or the Silt River Preserve Management Plan / Deed of Conservation Easement, and shall retain harvest rights through the end of the growing season. If the Town terminates or cancels the Agreement as a result of Highwater's default and failure to cure in accordance with the terms of this Agreement, all agricultural products shall be harvested or otherwise gathered and sold, if possible and reasonably practical, with the proceeds of such sale going to the Town to cover its costs and the remainder shared between Town and Highwater based on the percentage of the growing season each was in possession of the Leased Property. The Town will not retain or possess a security interest in the crops.
17. Fences. Highwater shall be responsible for maintaining all fences and gates (that Highwater installs) in working condition for the Leased Property, at Highwater's sole cost. Highwater shall not erect any fence across a Silt River Preserve road or otherwise obstruct access to areas that are not part of the Leased Property. The Town will maintain all other fences on the Subject Property. Highwater's removal of fencing is permitted with Town's approval, but if Highwater removes fencing, it must be reinstalled upon termination of this Agreement.
18. Fixtures and Improvements. In the case that the Agreement is terminated for a reason other than Highwater's breach of this Lease Agreement, Highwater may remove its fixtures and improvements from the Property within sixty days. If such fixtures and improvements are not removed within sixty days of termination, they shall become the property of the Town.
19. Erosion. Highwater shall not engage in any activity on the Leased Property or the Silt River Preserve that results in the loss of soil or changes the topography or grade of any portion of the Silt River Preserve. Highwater shall cease irrigation activity or practices temporarily if any ditch, lateral, pipeline, or other irrigation infrastructure component becomes damaged or inoperable.
20. Inspections. The Town reserves the right for itself, its agents, and employees to enter the Leased Property at any reasonable time to inspect the Leased Property and to work and make improvements as the Town shall deem necessary. Except in exigent or emergency circumstances, the Town shall give Highwater forty-eight (48) hours' notice before entering Leased Property.
21. No Guarantee. The Town makes no guarantee of the productivity of the Leased Property or the availability of the Water Rights and assumes no liability of any condition, visible or not, which may affect agricultural productivity of the Leased Property.
22. No Toxic Substances. Highwater shall not place, use, or store on the Leased Property substances that are hazardous, toxic, dangerous, or harmful, or which are defined as hazardous substances by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601. Highwater shall

indemnify, defend and hold the Town harmless for the release of any hazardous, toxic, dangerous or harmful substance caused by Highwater.

23. Structures. Highwater has permission to install infrastructure that is directly necessary to the farm operation and youth programs as approved through the Town's permitting process. Anticipated infrastructure includes: greenhouses, hoop houses, caterpillar tunnels, tool sheds, a wash station, a walk-in or portable cooler, shade structure, and an event space. Highwater may utilize the Town's porta-potty on the Silt River Preserve for so long as no more than 3 persons are working the site on a regular basis. When more than 3 persons are working the site on a regular basis, or at any time youth programming is occurring on the site, Highwater shall maintain one porta-potty on the Leased Property for use by Highwater, its guests and invitees.
24. Trash and Rubbish. Highwater shall dispose of trash, garbage, rubbish, or refuse off the Leased Property and off the Silt River Preserve, in a responsible manner, at its sole cost and obligation. Town shall maintain public waste receptacles appropriate for public use of Silt River Preserve open space. Highwater shall not deposit its commercial waste in the receptacles installed by the Town.
25. Commercial Activity. Highwater shall not permit any commercial activity on the Leased Property unless it directly relates to produce sales, planned events or youth programming. Prior to hosting any event on the Leased Property that will have more than thirty persons, Highwater shall obtain the written permission of the Town, including by email. Highwater shall not rent the Leased Property to any third party without the Town's written permission (e.g. weddings, concerts, camping events, etc).

TERMINATION; NOTICE OF DEFAULT

26. Termination and Default.

- a. Condition of Leased Property Upon Termination. Upon termination at the end of the Lease term or for any other reason, Highwater must vacate the Leased Property and remove all personal possessions and improvements Lessee made to the Leased Premises. At landlord's discretion, the Leased Property may either be remediated into the same condition as at the commencement of this Lease, or better, normal wear and tear notwithstanding and improvement to soil conditions notwithstanding, or it may be left in its then-existing state.
- b. Default; Notice of Default. If either party shall default in the material performance of its obligations, covenants or agreements under this Lease and such default shall not be cured within ninety (90) days after written notice to the defaulting party, then the non-defaulting party may declare the Lease terminated. Notwithstanding the foregoing, if the default is such a nature that it cannot be cured within said ninety (90) day period, then the defaulting party will have complied with this requirement to the extent it proceeds with reasonable diligence thereafter to cure the alleged default.

- c. The parties recognize that weather, “acts of God,” floods, or similar unforeseen events may, in extreme circumstances, interfere with the Lessee’s farming practices and could prevent Highwater’s timely compliance with the terms of the Lease. The Town shall take such circumstances into account before declaring an event of default.

GENERAL PROVISIONS

27. Insurance. Highwater shall procure and maintain for the term of the lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with occupancy and use of the Leased Property or the Silt River Preserve.
 - a. Minimum Insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Highwater’s insurance shall be primary and non-contributory with any insurance or self-insurance purchased by the Town. The insurance companies issuing the policy or policies hereunder shall have no recourse against the Town for payment of any premiums or for assessments under any form of policy. Highwater shall pay any and all deductibles or self-insured retentions in the above-described insurance policies at its sole cost and expense.
 - b. Acceptance of Risk: Highwater shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverages. Highwater is not relieved of any liability or other obligations assumed or pursuant to the lease by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - c. Coverage and Limits of Insurance: Highwater shall provide coverage with limits of liability not less than those stated below. An umbrella or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
 1. Statutory Workers’ Compensation: Highwater shall abide by all laws related to worker’s compensation insurance, including statutory minimums required by the state of Colorado
 2. Exemption: Town shall not dispute Highwater’s potential exemption from Colorado Worker’s Compensation Act requirements, but in no way shall be responsible to workers, students, employees, owners, or agents of Highwater for such insurance.

3. Insurance Certificates: Highwater’s insurance certificates shall list the Town as an additional insured.

4. Limits: Minimum Limits:

Commercial General Liability – ISO 1CG 0001 form or equivalent
(*With Town named additional insured*)

General Aggregate \$ 300,000

Products/Completed Operations Aggregate \$ 300,000

Each Occurrence Limit \$ 300,000

Personal/Advertising Injury \$ 300,000

Fire Damage (Any One Fire) \$ 100,000

Medical Payments (Any One Person) \$ 5,000

5. Coverage to include:

- Premises and Operations
- Personal / Advertising Injury
- Products / Completed Operations
- Independent Contractors
- Additional Insured—Owners, Lessees or Contractors Endorsement

28. Governmental Immunity: The Town and Highwater agree that use of the Leased Property is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, *et seq.*, which limits liability for property owners granting leases of public property. Nothing in this Lease Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as may be amended. Nothing herein shall be construed to create a partnership or other joint venture between the Town and Highwater.

29. Indemnification. Highwater agrees to indemnify, defend and hold the Town harmless from any claim brought by any third-party arising out of Highwater’s use of the Leased Property (including any claim related to actions of Highwater’s employees, guests and invitees) or arising out of the failure of Highwater to conform or comply with this Agreement, any statute, ordinance, regulation, law or court decree.

30. Authority. Highwater has taken all necessary action to authorize the execution, delivery and performance of this Lease Agreement and has the power and authority to execute, deliver and perform this Lease Agreement. The person signing this Lease Agreement on behalf of Highwater warrants that she/he has full power and authority to bind Highwater.

31. Attorneys' Fees. In the event of a legal action or proceeding to enforce or interpret any of the terms of this Lease Agreement, the prevailing Party shall be responsible for payment of the other Party's attorney fees.
32. Waiver. The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Lease Agreement is not a waiver or relinquishment of the right to so insist in any future case involving any of the terms of this Lease Agreement.
33. Assignment. This Lease Agreement is not assignable without the written consent of the Town.
34. Third-Party Rights. Nothing in this Lease Agreement, express or implied, is intended to confer any right or remedies whatsoever on any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
35. Headings. The headings of the various paragraphs of this Lease Agreement have been inserted for reference only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Lease Agreement.
36. Severability. Invalidity or unenforceability of any provision of this Lease Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Lease Agreement.
37. Modification. The terms of this Lease Agreement may not be modified except in a writing executed by all of the Parties.
38. Governing Law. This Lease Agreement shall be governed by and construed under Colorado law.
39. Recordation. This Lease Agreement will not be recorded in the records of the Garfield County Clerk and Recorder, but instead will be kept in the records of the Town Clerk.
40. Entire Agreement. This Lease Agreement, together with its Exhibits, is the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements or understandings between the Parties pertaining to the subject matter of this Lease Agreement.
41. Counterparts and Facsimile Signatures. This Lease Agreement may be executed in counterparts, each of which may be considered an original, and all of which together shall constitute one and the same document. Facsimile, or otherwise electronically generated copies of the signature pages shall be treated as original signature pages.

42. Lien or Mortgage. Highwater shall not pledge a mortgage, security interest, or cause any lien to be recorded against the Leased Property during the term of this Lease Agreement.
43. Notices. Notices required under this Lease Agreement shall be sent to the addresses identified on page 1. In the event that a party's address changes, said party shall provide written notice to the other party. Notices shall be deemed received two business days after they are sent.

IN WITNESS WHEREOF, Town and Highwater have caused this Lease Agreement to be executed as to the date the last signature is obtained.

TOWN OF SILT

By: _____
Mayor Keith B. Richel Date

ATTEST:

Town Clerk Sheila McIntyre, CMC Date

Highwater Farm Project



Sara Tymczyszyn, Director 3/5/2020
Date



*Site Plan - Highwater Farm
at the Silt River Preserve*





*Exhibit A - Site Plan
Highwater Farm
at the Silt River Preserve*



**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

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 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 13th day of April, 2020 at 7:00 p.m.

INTRODUCED, READ, PASSED, AND APPROVED on a continued first hearing, on the 27th day of April, 2020.

PASSED, APPROVED ON SECOND READING, following a continued public hearing, **ADOPTED AND ORDERED PUBLISHED**, this 11th 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°07'25" 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°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 353.80 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°22'23" 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°07'25" 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.

STAFF REPORT

For the Board of Trustee Meeting of April 27, 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

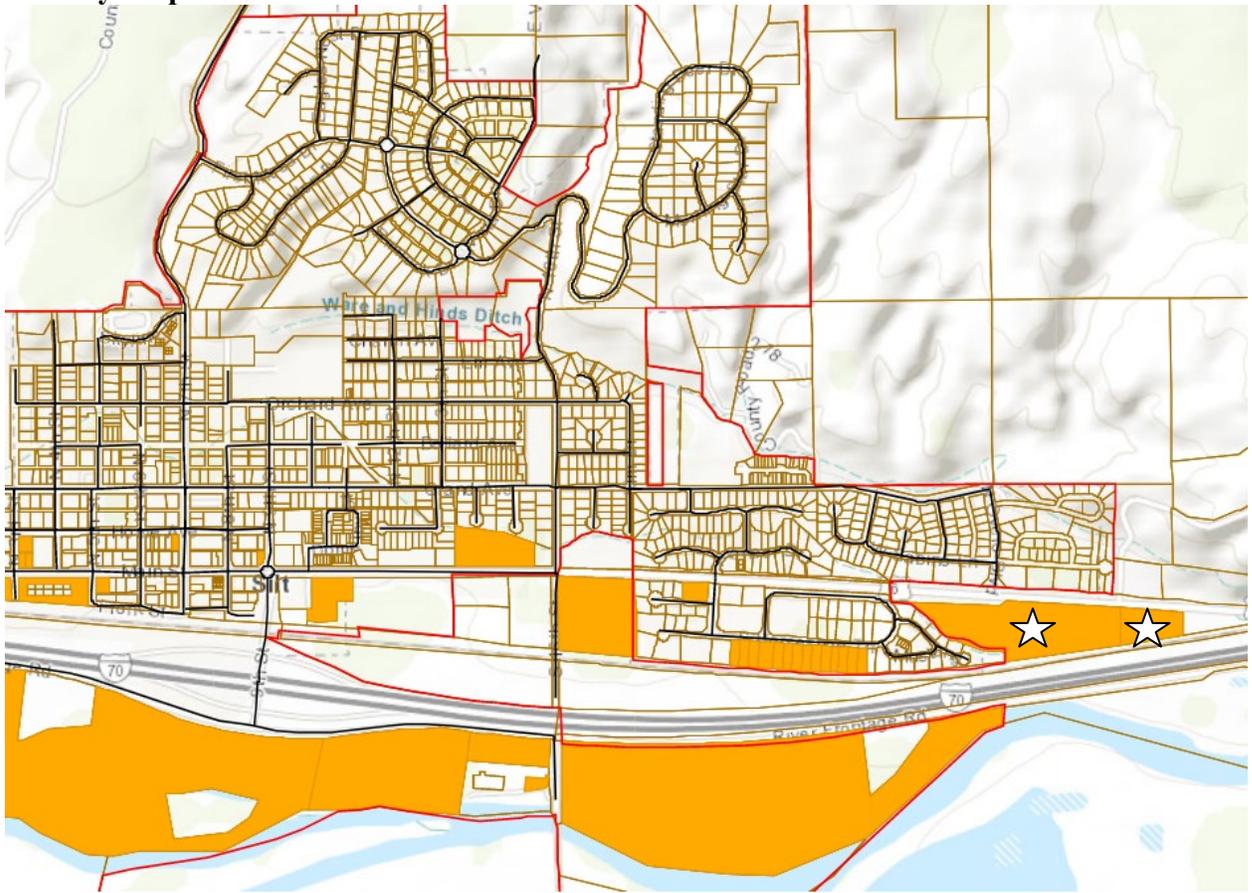
Present Zoning: Rural (County) – comprised of the County’s rural residential areas, agricultural resource lands, agricultural production areas, and natural resource areas.

Present Land Use: Vacant (non-agricultural)

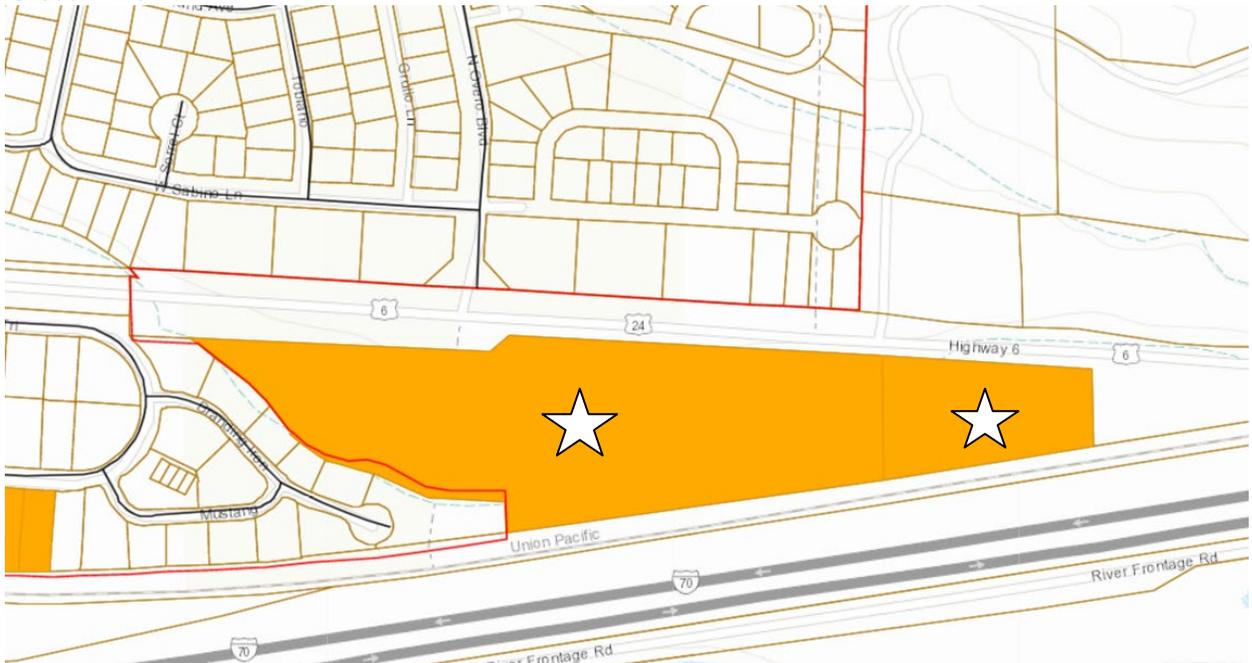
Proposed Zoning: Planned Unit Development – mixed use of residential and commercial

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. 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.

VI. 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

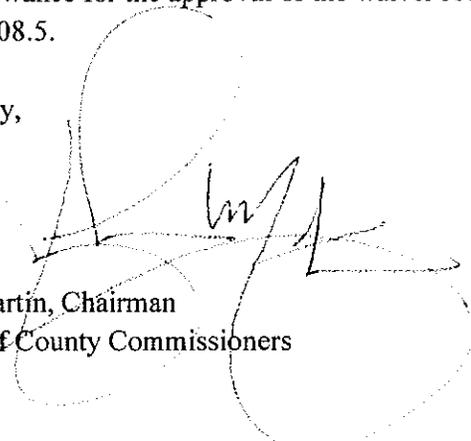
Dear Ms. Aluise and Mr. Lee:

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

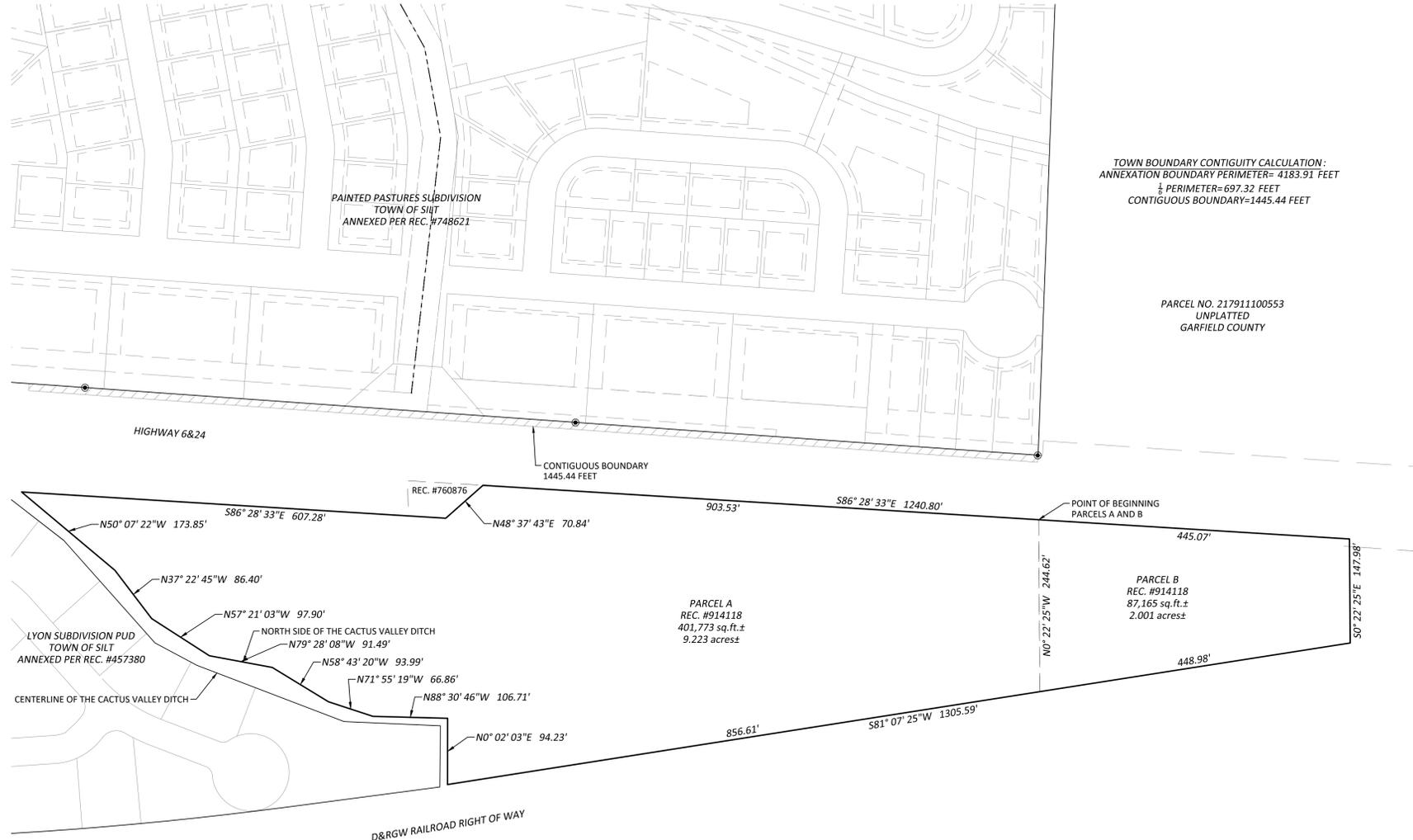
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

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

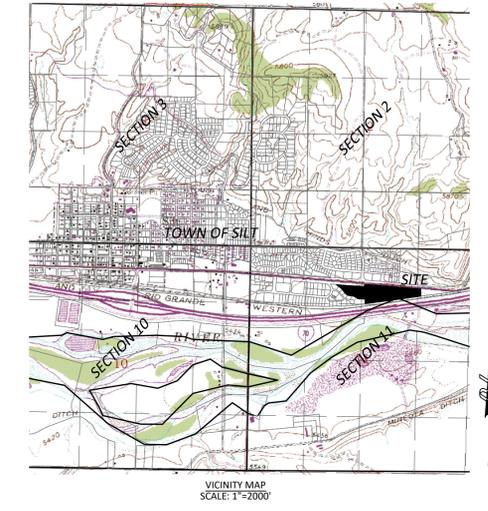


TOWN BOUNDARY CONTIGUITY CALCULATION: ANNEXATION BOUNDARY PERIMETER= 4183.91 FEET 1/2 PERIMETER=697.32 FEET CONTIGUOUS BOUNDARY=1445.44 FEET

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

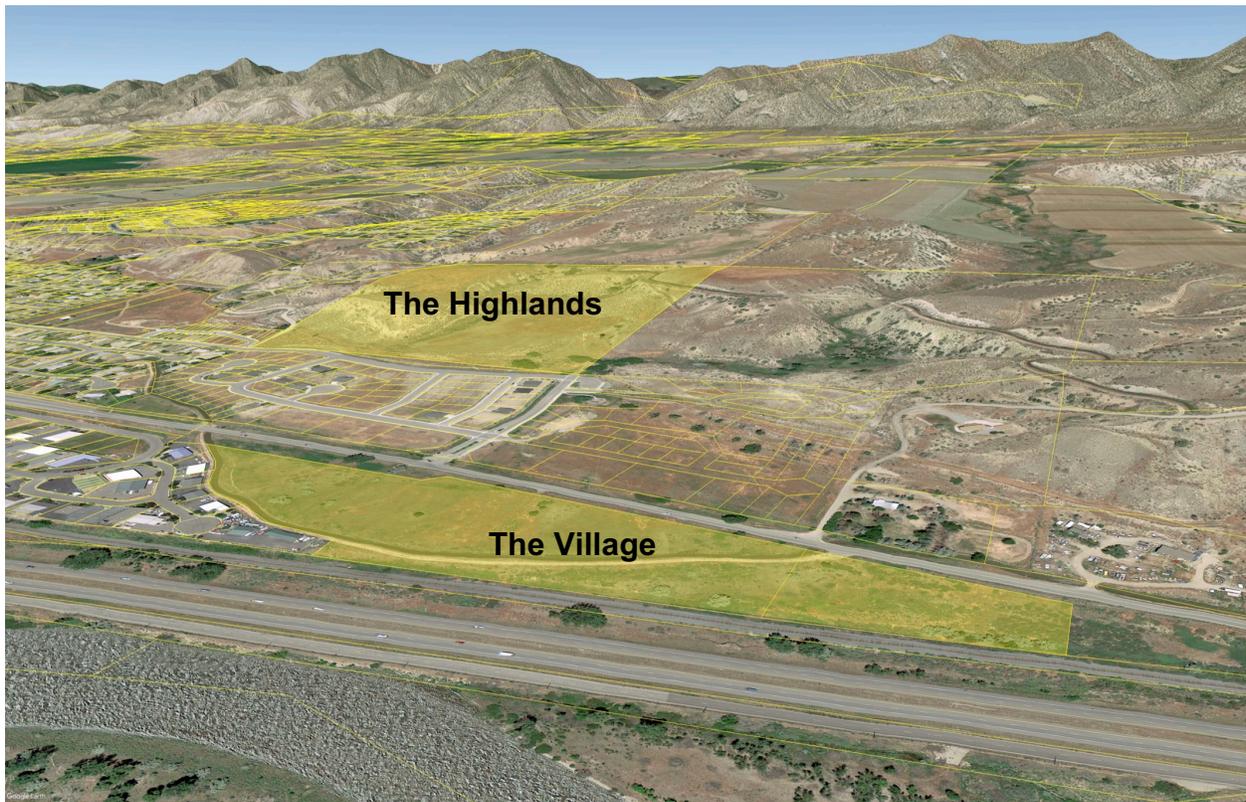
Town of Silt, Colorado

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



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

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

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

Name (printed)

Address

Phone

Fax

Signature
California Drivers License
Type of Identification

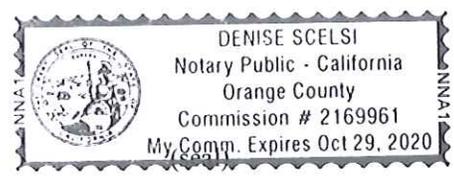
Fax

Signature

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: 10/29/2020

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)

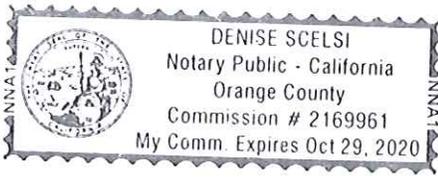
State of California)

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. 7th 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
				1,487

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**

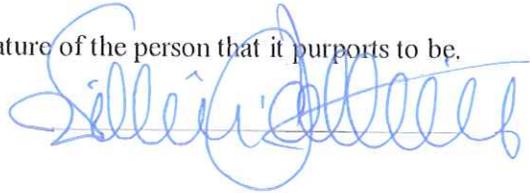
Affidavit of Circulator

AFFIDAVIT OF CIRCULATOR

STATE OF ^{California} COLORADO)
) §
COUNTY OF ^{Orange} 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 ^{California} COLORADO)
) §
COUNTY OF ^{Orange} GARFIELD)

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

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 .



A handwritten signature in blue ink that reads "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.

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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.

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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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First American

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;

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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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.

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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**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

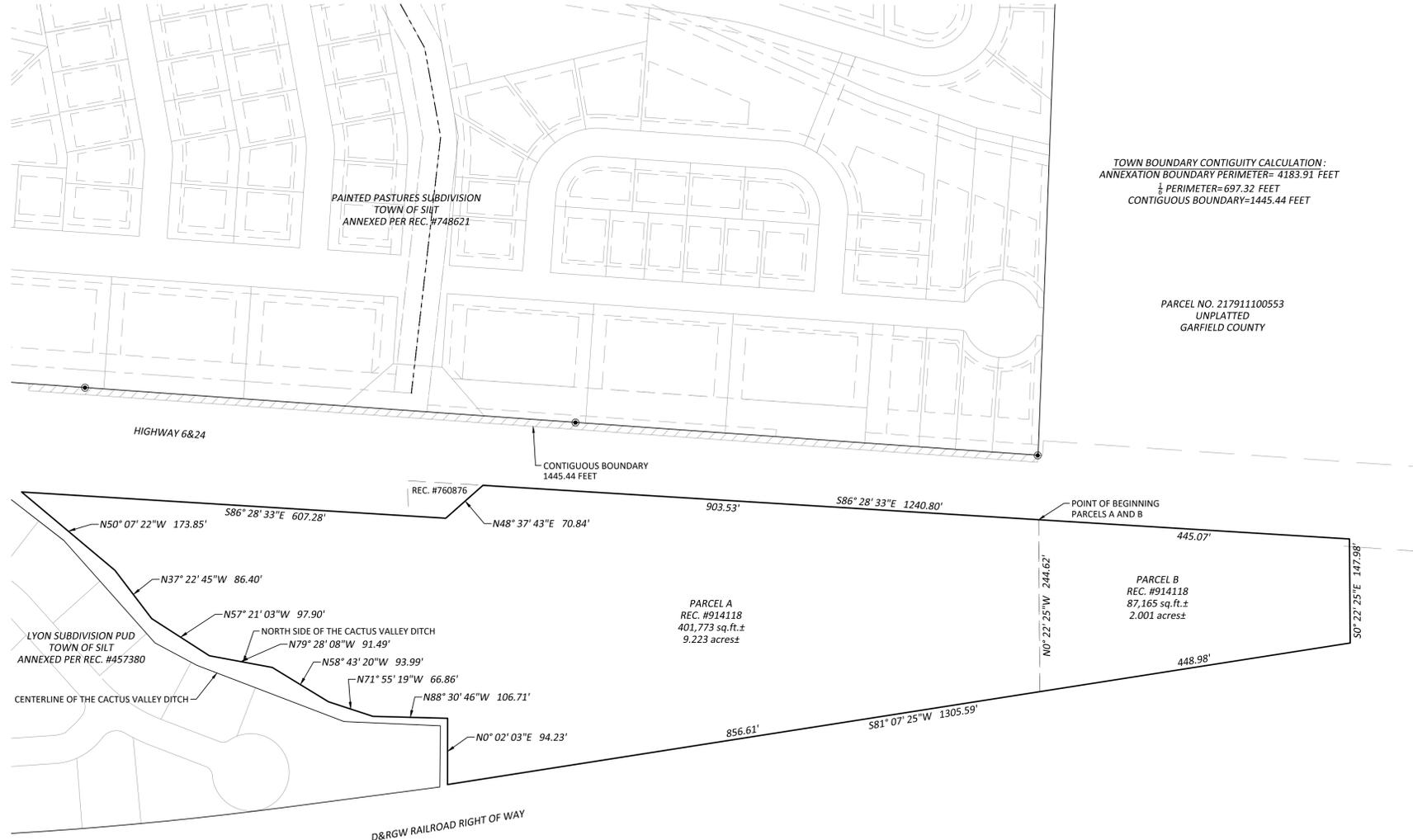
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

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

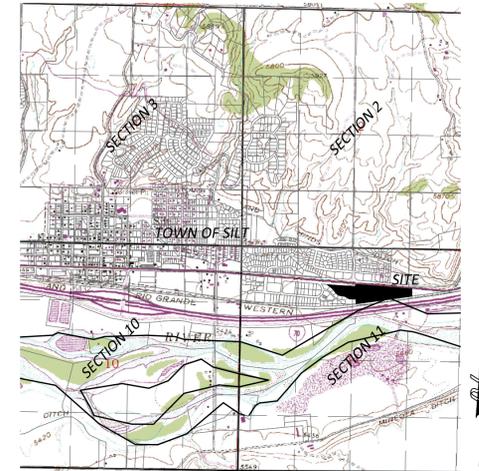


TOWN BOUNDARY CONTIGUITY CALCULATION: ANNEXATION BOUNDARY PERIMETER= 4183.91 FEET 1/2 PERIMETER=697.32 FEET CONTIGUOUS BOUNDARY=1445.44 FEET

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±



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

**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 1st 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 1st 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 2nd 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 13th day of April, 2020 at 7:00 p.m.

INTRODUCED, READ, PASSED, AND APPROVED on a continued first hearing, on the 27th day of April, 2020.

PASSED, APPROVED ON SECOND READING, following a continued public hearing, **ADOPTED AND ORDERED PUBLISHED**, this 11th 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.

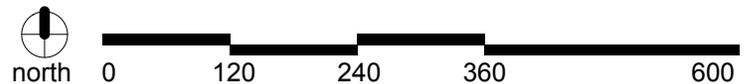
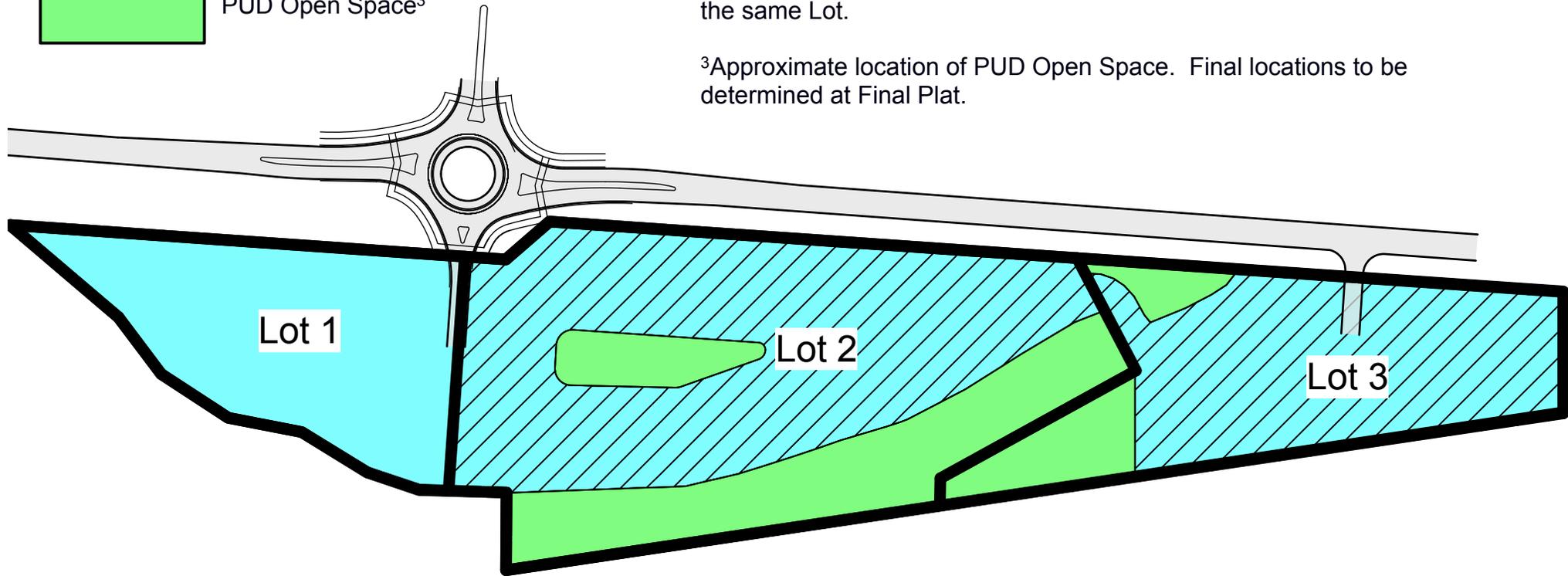
Legend

-  Non-Residential Uses:
Commercial, Office, Service, Scientific,
Industrial, Fabrication, Storage and
Warehouse¹, Public, Institutional
-  Residential Use Overlay²
-  PUD Open Space³

¹Development of Storage and Warehouse uses shall be restricted to a maximum of three acres within this area.

²Residential 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.

³Approximate location of PUD Open Space. Final locations to be determined at Final Plat.



**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 27, 2020**

AGENDA ITEM SUMMARY

SUBJECT: River Valley Metropolitan District

PROCEDURE: Public Hearing

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Proponents of the proposed River Valley Metro District have publicly noticed a Public Hearing for this meeting to consider their formation of a metropolitan district within the Town of Silt. In that the Town's Model Service Plan has only just now been circulated to all of the interested parties, its concepts could not be expected to be fully integrated in their proposed plan.

Town of Silt staff respectfully requests that the Board of Trustees formally "continue" the Public Hearing until May 11, 2020.

MOTION: "I move to continue the River Valley Metropolitan District Public Hearing until May 11, 2020."

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED:

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

SUBMITTED BY:

REVIEWED BY:

Jeff Layman
Jeff Layman, Town Administrator

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 27, 2020**

AGENDA ITEM SUMMARY

SUBJECT: March 2020 Financials

PROCEDURE: Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

After Town Treasurer Amie Tucker reviews the latest financial reports for the Board, we will spend a few minutes discussing anticipated Town revenues and expenditures for the remainder of 2020.

These are trying times and no one has a crystal ball. We are approaching the situation in a measured way, without panic, but with appropriate care and restraint.

We have prepared new revenue estimates and are preparing amended expenditure budgets in all of our funds. Department directors are reviewing all major expenditures with me prior to spending.

The attachments show a “best guess” revenue scenario based on limited data. The reduction is dire, but we have some significant expense reduction potential to match. We also have about \$2 M in reserve. Those funds are sometimes called “rainy day” funds. If we’re not in a rainy day scenario right now, I don’t know what is!

A bright spot is our Building and Zoning activities. They continue to be very busy, indicating that people believe this current crisis will be short-lived.

We will have a better handle on the big picture next month, will work on our expenditure reduction plan and continue to keep you informed.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: -Projected Amended Revenues
-Potential Spending Reductions

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

SUBMITTED BY:

REVIEWED BY:

Jeff Layman
Jeff Layman, Town Administrator

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

Town of Silt Finance Report

Month: March 2020 (25% of year has elapsed)

General Fund

Revenue	\$	775,288	25%
Expenditures	\$	493,271	15%

General Fund Revenue

Sales Tax:	\$	239,133	28%
Use Tax:	\$	76,524	25%

Funds Report

Water/Wastewater:

Revenue	\$	529,712	15%
Expense	\$	371,973	11%

Irrigation:

Revenue	\$	59,899	19%
Expense	\$	58,715	20%

Silt Housing Authority:

Revenue	\$	34,762	17%
Expense	\$	46,247	28%

Capital Improvement Expenses

Break Room
Evidence Room

Investments

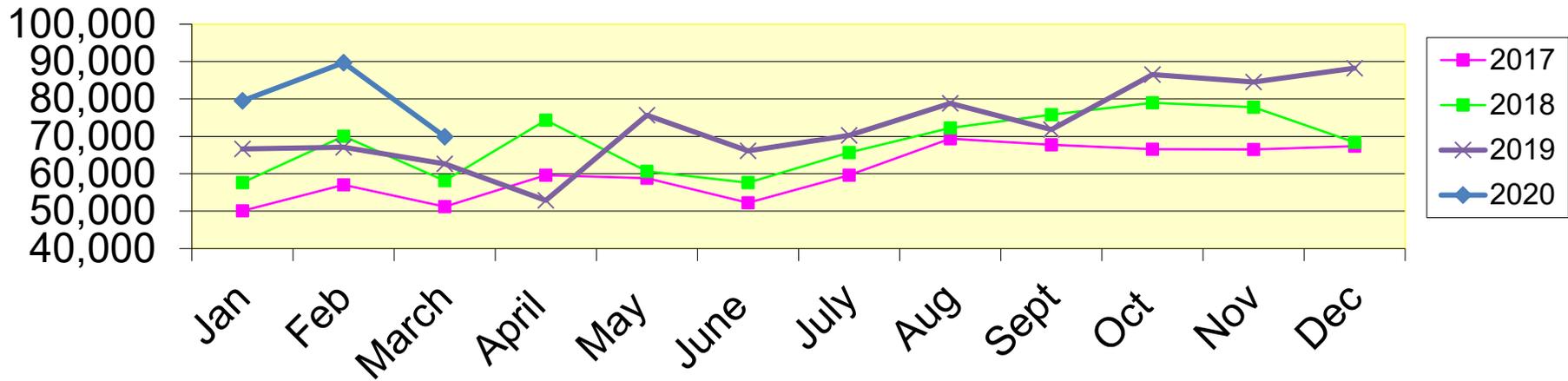
Cash:	4,194,633
Checking:	377,780 ANB
Money Market:	1,239,261 ANB
CSafe 01	502,835 CSafe
CSafe 02	1,509,434 CSafe
Csafe 03	592,289 CSafe
Utilities Cash Clearing:	35
A/R Cash Clearing:	0
W/WW Reserved Cash:	27,000

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									

Sales Tax Collected 2017-2020



Y-T-D	Total
158,327	2017 726,203
185,872	2018 817,517
196,381	2019 871,358
239,134	2020

Town of Silt Monthly Financial / Cash Flow Report

MARCH 2020 (25% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Grant Reimb	Current Fund Balance
General Fund	775,288	3,134,186	25%	493,271	3,195,378	15%	282,017		2,385,131
Conservation Trust Fund	7,806	34,500	23%	1,285	30,000	4%	6,521		94,054
Water & Wastewater Fund	529,712	3,604,935	15%	371,973	3,286,859	11%	157,739		2,390,051
Irrigation Fund	59,899	311,000	19%	58,715	287,451	20%	1,184		600,158
Victim Assistance Fund	968	8,000	12%	0	11,000	0%	968		56,659
Beautification Fund	5,801	46,525	12%	0	190,500	0%	5,801		266,466
Park Impact Fund	6,281	12,050	52%	0	10,000	0%	6,281		56,350
Construction Impact Fund	4,545	9,000	51%	0	30,000	0%	4,545		52,683
Silt Housing Authority	34,762	199,500	17%	46,247	163,468	28%	-11,485		121,473
Economic Devel. Revolving	8,483	16,990	50%	1,044	16,591	6%	7,439		20,931
Total	1,433,545	7,376,686		972,535	7,221,247		461,010	0	6,043,956
	YTD Revenue	% of Budget							
Sales Tax	239,133	27.9%							
Use Tax	76,524	24.7%							
	YTD Revenue	% of Budget							
Trash Service Fees	101,523	26.4%							
Water Service Fess	191,206	24.2%							
Wastewater Service Fees	243,147	25.6%							
Irrigation Fees	59,899	25.4%							

TOWN OF SILT
 COMBINED CASH INVESTMENT
 MARCH 31, 2020

COMBINED CASH ACCOUNTS

100-0000-100-0101	COMBINE CHECKING-AMERICAN NAT	377,779.92
100-0000-100-0106	MONEY MARKET / COMBINED	1,239,260.57
100-0000-100-0107	CASH - CSAFE 01	502,834.50
100-0000-100-0108	CASH - CSAFE 02	1,509,434.20
100-0000-100-0109	CASH - CSAFE 03	592,289.10
100-0000-100-0175	CASH CLEARING - UTILITIES	35.08
100-0000-100-0185	RESERVED CASH/WATER/WW	(27,000.00)
	TOTAL COMBINED CASH	4,194,633.37
100-0000-100-0100	CASH ALLOCATED TO OTHER FUNDS	(4,194,633.37)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	2,378,562.48
3	ALLOCATION TO CONSERVATION TRUST FUND	(45,852.90)
5	ALLOCATION TO WATER & WASTEWATER FUND	1,455,366.07
6	ALLOCATION TO IRRIGATION FUND	518,288.24
8	ALLOCATION TO VICTIM ASSISTANCE FUND	56,658.69
9	ALLOCATION TO BEAUTIFICATION FUND	249,394.68
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	(521,892.15)
17	ALLOCATION TO ECONOMIC DEVELOPMENT REVOLVING	20,930.92
	TOTAL ALLOCATIONS TO OTHER FUNDS	4,194,633.37
	ALLOCATION FROM COMBINED CASH FUND - 100-0000-100-0100	(4,194,633.37)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF SILT
PAYABLES CLEARING FUND ALLOCATIONS
MARCH 31, 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
 MARCH 31, 2020

GENERAL FUND

ASSETS

001-0000-100-0100	CASH - COMBINED FUND	2,378,562.48
001-0000-100-0101	ANB BANK	12,539.20
001-0000-100-0109	XPRESS DEPOSIT ACCOUNT	78,187.88
001-0000-100-0114	CASH IN BANK - COLO TRUST	35,855.36
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	36,482.05
001-0000-100-0205	TRASH ACCOUNTS RECEIVABLE	39,549.51
001-0000-100-0209	A/R - OTHER GOV'T ENTITIES	201,819.87

TOTAL ASSETS 2,788,222.45

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	11.64
001-0000-200-0206	STATE WITHHOLDING	3,674.00
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	20.11
001-0000-200-0210	RETIREMENT PAYABLE	6,999.36
001-0000-200-0211	HEALTH / LIFE PAYABLE	(841.84)
001-0000-200-0214	STATE UNEMPLOYMENT PAYABLE	1,260.32
001-0000-200-0216	DEATH & DISABILITY	(327.60)
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 325,253.08

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	282,016.13
BALANCE - CURRENT DATE		2,385,131.37
TOTAL FUND EQUITY		2,462,969.37

TOWN OF SILT
BALANCE SHEET
MARCH 31, 2020

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

2,788,222.45

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
001-0000-300-0101	121,293.06	129,605.25	322,284.00	192,678.75	40.2
001-0000-300-0103	46,624.34	159,422.24	571,000.00	411,577.76	27.9
001-0000-300-0104	11,654.81	32,568.45	105,000.00	72,431.55	31.0
001-0000-300-0105	26,871.93	76,523.68	310,000.00	233,476.32	24.7
001-0000-300-0106	6,412.19	19,966.10	65,000.00	45,033.90	30.7
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	1,704.29	5,700.33	22,000.00	16,299.67	25.9
001-0000-300-0111	23,312.17	79,711.12	285,600.00	205,888.88	27.9
TOTAL TAXES	237,872.79	510,704.29	1,712,784.00	1,202,079.71	29.8
<u>INTERGOVERNMENTAL REVENUE</u>					
001-0000-300-0201	218.76	592.69	2,400.00	1,807.31	24.7
001-0000-300-0202	8,475.51	24,443.87	104,311.00	79,867.13	23.4
001-0000-300-0203	1,157.76	3,746.05	14,500.00	10,753.95	25.8
001-0000-300-0204	.00	.00	190,000.00	190,000.00	.0
001-0000-300-0205	537.01	573.70	5,000.00	4,426.30	11.5
TOTAL INTERGOVERNMENTAL REVENUE	10,389.04	29,356.31	316,211.00	286,854.69	9.3
<u>LICENSES/PERMITS</u>					
001-0000-300-0301	100.00	4,730.00	5,500.00	770.00	86.0
001-0000-300-0302	150.00	5,475.00	6,000.00	525.00	91.3
001-0000-300-0303	50.00	655.00	2,300.00	1,645.00	28.5
001-0000-300-0304	.00	1,675.00	2,500.00	825.00	67.0
001-0000-300-0305	30.00	450.00	1,000.00	550.00	45.0
001-0000-300-0306	4,585.54	12,151.94	50,000.00	37,848.06	24.3
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	300.00	650.00	800.00	150.00	81.3
001-0000-300-0313	200.00	350.00	800.00	450.00	43.8
001-0000-300-0314	.00	.00	40.00	40.00	.0
TOTAL LICENSES/PERMITS	5,415.54	31,606.94	71,190.00	39,583.06	44.4

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
<u>CHARGES FOR SERVICES</u>						
001-0000-300-0401	RECREATION FEES	.00	.00	800.00	800.00	.0
001-0000-300-0402	CEMETERY FEES	.00	50.00	1,200.00	1,150.00	4.2
001-0000-300-0403	TRASH SERVICE FEES	33,928.90	101,522.54	384,000.00	282,477.46	26.4
001-0000-300-0405	POLICE SERVICE FEES	186.82	480.27	4,000.00	3,519.73	12.0
001-0000-300-0430	SOCCER REVENUE	1,440.00	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	2,530.00	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	38,085.72	107,732.06	406,160.00	298,427.94	26.5
<u>FINES</u>						
001-0000-300-0501	COURT FINES	1,722.00	3,649.16	26,000.00	22,350.84	14.0
001-0000-300-0502	POLICE SURCHARGE FINES	179.50	311.00	3,400.00	3,089.00	9.2
001-0000-300-0503	USEFUL PUBLIC SERVICE	.00	.00	100.00	100.00	.0
001-0000-300-0504	IMPOUND CHARGES	55.00	60.00	1,000.00	940.00	6.0
	TOTAL FINES	1,956.50	4,020.16	30,500.00	26,479.84	13.2
<u>GRANTS/CONTRIBUTIONS</u>						
001-0000-300-0601	POLICE - BIKE RODEO	1,050.00	1,050.00	500.00	(550.00)	210.0
001-0000-300-0602	POLICE REIMBURSEMENT	.00	8,439.00	10,000.00	1,561.00	84.4
001-0000-300-0603	MISC. GRANTS	.00	1,000.00	357,000.00	356,000.00	.3
001-0000-300-0604	POLICE - CAMP BADGE	.00	.00	2,500.00	2,500.00	.0
001-0000-300-0607	POLICE GRANT/DONATION - K9	13,133.71	13,133.71	.00	(13,133.71)	.0
001-0000-300-0609	DONATIONS - RECREATION	250.00	300.00	4,500.00	4,200.00	6.7
	TOTAL GRANTS/CONTRIBUTIONS	14,433.71	23,922.71	374,500.00	350,577.29	6.4
<u>ADMINISTRATION FEES</u>						
001-0000-300-0702	ADMIN FEE - WATER & WW	10,514.42	31,543.26	126,173.00	94,629.74	25.0
001-0000-300-0703	ADMIN FEE - IRRIGATION	907.08	2,721.24	10,885.00	8,163.76	25.0
001-0000-300-0705	ADMIN FEE - SENIOR HOUSING	581.92	1,745.76	6,983.00	5,237.24	25.0
	TOTAL ADMINISTRATION FEES	12,003.42	36,010.26	144,041.00	108,030.74	25.0

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
001-0000-300-0801	INTEREST INCOME	3,792.62	15,783.49	30,000.00	14,216.51 52.6
001-0000-300-0802	COPIES/FAXES/NOTARY	1,009.00	1,055.50	500.00 (555.50)	211.1
001-0000-300-0803	RECREATION CONCESSION SALES	.00	.00	4,000.00	4,000.00 .0
001-0000-300-0804	TOWN CENTER REVENUE	90.00	1,187.50	10,000.00	8,812.50 11.9
001-0000-300-0808	MISCELLANEOUS	(2,436.65)	2,665.67	10,000.00	7,334.33 26.7
001-0000-300-0812	LEGAL REIMBURSEMENT	258.50	9,129.00	3,000.00 (6,129.00)	304.3
001-0000-300-0817	WATER SALES STREET REVENUE	351.25	732.50	8,000.00	7,267.50 9.2
001-0000-300-0818	ENGINEERING REIMBURSEMENT	654.50	1,087.50	2,000.00	912.50 54.4
001-0000-300-0825	ROYALTY REVENUE	98.89	293.67	1,300.00	1,006.33 22.6
001-0000-300-0835	BEER/WINE SALES	.00	.00	10,000.00	10,000.00 .0
	TOTAL MISCELLANEOUS	3,818.11	31,934.83	78,800.00	46,865.17 40.5
	TOTAL FUND REVENUE	323,974.83	775,287.56	3,134,186.00	2,358,898.44 24.7

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
001-0100-405-0101	3,000.00	6,000.00	36,000.00	30,000.00	16.7
001-0100-405-0106	238.50	477.00	2,950.00	2,473.00	16.2
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	6.99	13.98	5,500.00	5,486.02	.3
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	.00	.00	50.00	50.00	.0
001-0100-405-0404	61.30	122.62	580.00	457.38	21.1
001-0100-405-0406	(45.57)	1,473.43	1,500.00	26.57	98.2
001-0100-405-0425	142.05	170.00	1,000.00	830.00	17.0
	<u>3,403.27</u>	<u>8,257.03</u>	<u>52,580.00</u>	<u>44,322.97</u>	<u>15.7</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	2,930.60	9,651.80	40,000.00	30,348.20	24.1
001-0200-410-0106	225.92	746.13	3,000.00	2,253.87	24.9
001-0200-410-0107	140.58	421.74	2,236.00	1,814.26	18.9
001-0200-410-0109	628.98	1,886.94	8,814.00	6,927.06	21.4
001-0200-410-0110	.00	.00	1,000.00	1,000.00	.0
001-0200-410-0112	111.36	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>4,037.44</u>	<u>12,866.56</u>	<u>57,450.00</u>	<u>44,583.44</u>	<u>22.4</u>

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN CLERK</u>					
001-0300-415-0101	3,356.82	10,048.29	43,810.00	33,761.71	22.9
001-0300-415-0106	266.48	797.69	3,300.00	2,502.31	24.2
001-0300-415-0107	167.84	502.41	2,340.00	1,837.59	21.5
001-0300-415-0109	513.30	1,539.90	6,162.00	4,622.10	25.0
001-0300-415-0110	.00	.00	800.00	800.00	.0
001-0300-415-0112	.00	.00	500.00	500.00	.0
001-0300-415-0204	41.86	41.86	4,000.00	3,958.14	1.1
001-0300-415-0235	.00	.00	100.00	100.00	.0
001-0300-415-0251	50.00	130.00	480.00	350.00	27.1
001-0300-415-0402	74.69	177.72	300.00	122.28	59.2
001-0300-415-0403	.00	.00	200.00	200.00	.0
001-0300-415-0404	.00	.00	1,500.00	1,500.00	.0
001-0300-415-0406	14.99	189.99	350.00	160.01	54.3
001-0300-415-0499	.00	.00	75.00	75.00	.0
	<u>4,485.98</u>	<u>13,427.86</u>	<u>63,917.00</u>	<u>50,489.14</u>	<u>21.0</u>
<u>TREASURER</u>					
001-0400-420-0101	3,154.32	9,737.57	40,295.00	30,557.43	24.2
001-0400-420-0106	247.32	763.79	4,200.00	3,436.21	18.2
001-0400-420-0107	154.82	457.19	2,080.00	1,622.81	22.0
001-0400-420-0109	599.90	1,799.70	7,800.00	6,000.30	23.1
001-0400-420-0110	.00	.00	1,000.00	1,000.00	.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	631.96	1,898.13	6,500.00	4,601.87	29.2
001-0400-420-0203	2,585.57	2,752.54	9,000.00	6,247.46	30.6
001-0400-420-0205	233.10	664.58	3,500.00	2,835.42	19.0
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>7,606.99</u>	<u>18,073.50</u>	<u>88,375.00</u>	<u>70,301.50</u>	<u>20.5</u>

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL ADMINISTRATION</u>					
001-0500-425-0101	PAYROLL	3,723.97	11,251.66	49,960.00	38,708.34 22.5
001-0500-425-0106	PAYROLL TAXES	289.53	874.92	3,800.00	2,925.08 23.0
001-0500-425-0107	RETIREMENT PLAN	141.78	423.91	1,976.00	1,552.09 21.5
001-0500-425-0109	INSURANCE	846.04	2,538.12	9,450.00	6,911.88 26.9
001-0500-425-0110	TRAINING/REGISTRATIONS	.00	.00	1,000.00	1,000.00 .0
001-0500-425-0112	TRAVEL/MEALS	.00	.00	500.00	500.00 .0
001-0500-425-0214	CONTRACT SERVICE	80.00	330.00	.00 (330.00)	.0
001-0500-425-0215	ADMIN CARWASH	.00	.00	25.00	25.00 .0
001-0500-425-0230	CONTRACT SERVICE - COMPUTER	596.30	13,150.00	12,000.00 (1,150.00)	109.6
001-0500-425-0235	LEGAL FEES	.00	.00	200.00	200.00 .0
001-0500-425-0236	ENGINEER FEES	357.00	357.00	1,000.00	643.00 35.7
001-0500-425-0244	REPAIRS - VEHICLE	.00	.00	450.00	450.00 .0
001-0500-425-0248	EQUIPMENT MAINTENANCE	98.00	98.00	1,000.00	902.00 9.8
001-0500-425-0250	TELEPHONE EXPENSE	72.54	1,475.84	8,000.00	6,524.16 18.5
001-0500-425-0251	CELL PHONE	.00	.00	400.00	400.00 .0
001-0500-425-0260	POSTAGE	465.00	1,400.00	4,300.00	2,900.00 32.6
001-0500-425-0276	EMPLOYEE RECOGNITION	145.69	145.69	1,500.00	1,354.31 9.7
001-0500-425-0350	MARKETING	.00	.00	5,000.00	5,000.00 .0
001-0500-425-0355	CELEBRATION - FIREWORKS	.00	.00	14,000.00	14,000.00 .0
001-0500-425-0370	HR CONSULTANT	500.00	1,000.00	3,250.00	2,250.00 30.8
001-0500-425-0401	ADVERTISING	.00	.00	200.00	200.00 .0
001-0500-425-0404	WORKERS' COMP	452.31	904.79	4,270.00	3,365.21 21.2
001-0500-425-0405	INSURANCE/CIRSA	.00	5,683.35	21,100.56	15,417.21 26.9
001-0500-425-0406	DUES/MEMBERSHIPS/SUBS	.00	.00	700.00	700.00 .0
001-0500-425-0422	SUPPLIES - OFFICE	.00	257.90	3,500.00	3,242.10 7.4
001-0500-425-0425	SUPPLIES - OPERATING	316.57	470.22	2,500.00	2,029.78 18.8
001-0500-425-0435	VEHICLE - FUEL	.00	.00	500.00	500.00 .0
001-0500-425-0450	MISCELLANEOUS - SUPPLIES	.00	.00	500.00	500.00 .0
001-0500-425-0460	SAFETY SUPPLIES	4.00	19.54	8,000.00	7,980.46 .2
001-0500-425-0499	SMALL TOOLS & SUPPLIES	.00	.00	200.00	200.00 .0
001-0500-425-0550	BAD DEBT EXPENSE	.00	5,142.00	25.00 (5,117.00)	20568.
001-0500-425-0555	ECONOMIC DEVELOPMENT	.00	67.00	24,000.00	23,933.00 .3
001-0500-425-0601	CAPITAL/CASH PURCHASES	.00	.00	6,000.00	6,000.00 .0
001-0500-425-0602	LEASE/COPIER-FAX	188.82	440.62	2,600.00	2,159.38 17.0
001-0500-425-0603	LEASE/POSTAGE MACHINE	.00	780.00	3,000.00	2,220.00 26.0
001-0500-425-0655	CONTINGENCY	.00	.00	250.00	250.00 .0
001-0500-425-0808	MISCELLANEOUS	11.99	11.99	5,000.00	4,988.01 .2
001-0500-425-0810	SALES TAX / TIF CONTRIBUTION	.00	.00	3,000.00	3,000.00 .0
	TOTAL GENERAL ADMINISTRATION	8,289.54	46,822.55	203,156.56	156,334.01 23.1

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GEN ADMIN/BLDG OPERATIONS</u>					
001-0500-427-0214	60.00	120.00	1,200.00	1,080.00	10.0
001-0500-427-0215	175.00	615.00	2,300.00	1,685.00	26.7
001-0500-427-0220	5,015.00	11,529.90	13,000.00	1,470.10	88.7
001-0500-427-0241	.00	1,708.00	2,000.00	292.00	85.4
001-0500-427-0252	900.09	1,909.58	10,000.00	8,090.42	19.1
001-0500-427-0425	.00	.00	200.00	200.00	.0
001-0500-427-0606	4,713.76	4,817.46	5,000.00	182.54	96.4
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TOTAL GEN ADMIN/BLDG OPERATIONS	10,863.85	20,699.94	33,700.00	13,000.06	61.4
 <u>COMM. DEV. ADMINISTRATION</u>					
001-0600-430-0101	2,865.61	7,880.14	36,665.00	28,784.86	21.5
001-0600-430-0106	227.58	625.78	3,000.00	2,374.22	20.9
001-0600-430-0107	109.68	328.40	1,092.00	763.60	30.1
001-0600-430-0109	196.05	417.07	5,200.00	4,782.93	8.0
001-0600-430-0110	.00	700.00	1,000.00	300.00	70.0
001-0600-430-0112	.00	.00	500.00	500.00	.0
001-0600-430-0235	120.00	120.00	500.00	380.00	24.0
001-0600-430-0244	.00	.00	500.00	500.00	.0
001-0600-430-0276	.00	.00	100.00	100.00	.0
001-0600-430-0401	.00	.00	50.00	50.00	.0
001-0600-430-0402	.00	.00	150.00	150.00	.0
001-0600-430-0403	.00	.00	75.00	75.00	.0
001-0600-430-0406	37.00	37.00	1,000.00	963.00	3.7
001-0600-430-0425	211.83	211.83	1,400.00	1,188.17	15.1
001-0600-430-0435	.00	.00	300.00	300.00	.0
001-0600-430-0499	.00	.00	300.00	300.00	.0
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TOTAL COMM. DEV. ADMINISTRATION	3,767.75	10,320.22	51,832.00	41,511.78	19.9
 <u>COMM. DEV/PLANNING DIVISION</u>					
001-0600-432-0101	2,865.60	7,880.12	36,665.00	28,784.88	21.5
001-0600-432-0106	227.58	625.78	3,500.00	2,874.22	17.9
001-0600-432-0107	109.68	328.41	2,964.00	2,635.59	11.1
001-0600-432-0109	196.05	417.05	16,120.00	15,702.95	2.6
001-0600-432-0110	181.94	261.94	500.00	238.06	52.4
001-0600-432-0112	.00	.00	500.00	500.00	.0
001-0600-432-0235	.00	.00	1,000.00	1,000.00	.0
001-0600-432-0251	.00	.00	500.00	500.00	.0
001-0600-432-0406	.00	132.93	250.00	117.07	53.2
001-0600-432-0425	21.38	21.38	400.00	378.62	5.4
001-0600-432-0499	.00	.00	1,300.00	1,300.00	.0
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TOTAL COMM. DEV/PLANNING DIVISION	3,602.23	9,667.61	63,699.00	54,031.39	15.2

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMM. DEV/BUILDING DIVISION</u>					
001-0600-434-0101	1,899.30	4,986.80	23,975.00	18,988.20	20.8
001-0600-434-0106	150.82	395.94	2,200.00	1,804.06	18.0
001-0600-434-0107	61.36	183.72	650.00	466.28	28.3
001-0600-434-0109	344.67	862.91	2,028.00	1,165.09	42.6
001-0600-434-0110	.00	.00	1,400.00	1,400.00	.0
001-0600-434-0112	.00	412.00	1,000.00	588.00	41.2
001-0600-434-0244	.00	.00	700.00	700.00	.0
001-0600-434-0251	.00	84.36	500.00	415.64	16.9
001-0600-434-0406	.00	.00	150.00	150.00	.0
001-0600-434-0425	.00	17.48	1,000.00	982.52	1.8
001-0600-434-0435	.00	63.73	750.00	686.27	8.5
001-0600-434-0499	.00	46.48	1,000.00	953.52	4.7
	<u>2,456.15</u>	<u>7,053.42</u>	<u>35,353.00</u>	<u>28,299.58</u>	<u>20.0</u>
TOTAL COMM. DEV/BUILDING DIVISION					

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
001-0700-436-0101	26,648.19	96,905.08	373,500.00	276,594.92	26.0
001-0700-436-0102	1,449.53	4,493.45	22,877.00	18,383.55	19.6
001-0700-436-0105	.00	.00	24,000.00	24,000.00	.0
001-0700-436-0106	578.47	1,993.53	12,000.00	10,006.47	16.6
001-0700-436-0108	2,051.33	6,691.65	42,000.00	35,308.35	15.9
001-0700-436-0109	6,131.53	19,374.68	89,232.00	69,857.32	21.7
001-0700-436-0110	2,642.98	2,792.98	8,500.00	5,707.02	32.9
001-0700-436-0112	372.46	759.08	6,000.00	5,240.92	12.7
001-0700-436-0214	80.00	80.00	250.00	170.00	32.0
001-0700-436-0215	101.56	221.21	1,000.00	778.79	22.1
001-0700-436-0224	333.33	999.99	5,000.00	4,000.01	20.0
001-0700-436-0229	532.40	832.40	2,000.00	1,167.60	41.6
001-0700-436-0235	.00	56.00	500.00	444.00	11.2
001-0700-436-0242	815.77	815.77	700.00	(115.77)	116.5
001-0700-436-0244	506.97	1,205.50	7,500.00	6,294.50	16.1
001-0700-436-0251	.00	637.72	4,200.00	3,562.28	15.2
001-0700-436-0276	.00	.00	300.00	300.00	.0
001-0700-436-0404	2,899.09	5,605.72	25,535.00	19,929.28	22.0
001-0700-436-0405	.00	5,941.11	19,266.00	13,324.89	30.8
001-0700-436-0406	1,890.00	2,080.00	6,000.00	3,920.00	34.7
001-0700-436-0410	250.91	250.91	5,000.00	4,749.09	5.0
001-0700-436-0411	.00	.00	2,500.00	2,500.00	.0
001-0700-436-0412	.00	.00	3,500.00	3,500.00	.0
001-0700-436-0415	48.95	48.95	2,500.00	2,451.05	2.0
001-0700-436-0425	3,234.03	5,061.72	7,000.00	1,938.28	72.3
001-0700-436-0430	1,785.35	2,220.06	4,000.00	1,779.94	55.5
001-0700-436-0435	621.94	1,960.07	13,000.00	11,039.93	15.1
001-0700-436-0439	500.00	550.00	1,500.00	950.00	36.7
001-0700-436-0492	.00	50.00	1,500.00	1,450.00	3.3
001-0700-436-0499	.00	837.42	1,500.00	662.58	55.8
001-0700-436-0501	.00	.00	2,000.00	2,000.00	.0
001-0700-436-0601	.00	.00	12,000.00	12,000.00	.0
001-0700-436-0608	.00	.00	43,877.00	43,877.00	.0
001-0700-436-0650	.00	5,995.00	11,000.00	5,005.00	54.5
001-0700-436-0651	400.00	615.36	5,000.00	4,384.64	12.3
TOTAL PUBLIC SAFETY	53,874.79	169,075.36	766,237.00	597,161.64	22.1

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY/MUNICIPAL COURT</u>					
001-0700-438-0101	800.00	1,600.00	9,600.00	8,000.00	16.7
001-0700-438-0103	559.47	1,674.70	7,300.00	5,625.30	22.9
001-0700-438-0106	108.02	260.17	1,300.00	1,039.83	20.0
001-0700-438-0107	27.98	83.75	390.00	306.25	21.5
001-0700-438-0109	85.55	256.65	1,092.00	835.35	23.5
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	.00	.00	1,200.00	1,200.00	.0
001-0700-438-0230	.00	.00	1,000.00	1,000.00	.0
001-0700-438-0235	372.00	4,175.50	25,000.00	20,824.50	16.7
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>1,953.02</u>	<u>13,508.83</u>	<u>54,232.00</u>	<u>40,723.17</u>	<u>24.9</u>
<u>PUBLIC WORKS ADMINISTRATION</u>					
001-0800-440-0101	1,610.58	4,803.06	19,400.00	14,596.94	24.8
001-0800-440-0106	127.88	381.35	2,080.00	1,698.65	18.3
001-0800-440-0107	80.52	240.13	1,040.00	799.87	23.1
001-0800-440-0109	239.53	718.61	2,860.00	2,141.39	25.1
001-0800-440-0110	.00	60.00	1,000.00	940.00	6.0
001-0800-440-0112	7.47	7.47	300.00	292.53	2.5
001-0800-440-0117	.99	1.98	.00	(1.98)	.0
001-0800-440-0218	.00	.00	5,300.00	5,300.00	.0
001-0800-440-0219	.00	36,123.00	355,000.00	318,877.00	10.2
001-0800-440-0223	.00	.00	2,500.00	2,500.00	.0
001-0800-440-0230	150.00	444.26	1,350.00	905.74	32.9
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	.00	200.94	1,200.00	999.06	16.8
001-0800-440-0276	59.29	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	3,407.05	16,075.00	12,667.95	21.2
001-0800-440-0405	.00	9,901.86	12,844.00	2,942.14	77.1
001-0800-440-0406	.00	.00	1,140.00	1,140.00	.0
001-0800-440-0432	.00	255.57	1,000.00	744.43	25.6
001-0800-440-0435	.00	38.70	400.00	361.30	9.7
001-0800-440-0601	.00	.00	5,000.00	5,000.00	.0
	<u>3,979.47</u>	<u>56,762.27</u>	<u>434,689.00</u>	<u>377,926.73</u>	<u>13.1</u>

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>PUBLIC WORKS/STREETS</u>						
001-0800-442-0101	PAYROLL	4,304.06	12,899.37	80,200.00	67,300.63	16.1
001-0800-442-0106	PAYROLL TAXES	308.91	925.79	7,500.00	6,574.21	12.3
001-0800-442-0107	RETIREMENT PLAN	135.97	408.03	3,900.00	3,491.97	10.5
001-0800-442-0109	INSURANCE	1,670.80	5,012.37	25,480.00	20,467.63	19.7
001-0800-442-0110	TRAINING/REGISTRATIONS	90.00	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	4,489.02	5,639.98	8,000.00	2,360.02	70.5
001-0800-442-0244	REPAIRS - VEHICLE	417.59	1,053.28	4,000.00	2,946.72	26.3
001-0800-442-0245	REPAIRS - STREETS	1,116.00	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	.00	100.84	1,000.00	899.16	10.1
001-0800-442-0252	UTILITIES	1,062.18	2,291.28	10,000.00	7,708.72	22.9
001-0800-442-0253	UTILITIES - STREET LIGHTING	5,858.89	10,644.50	63,500.00	52,855.50	16.8
001-0800-442-0425	SUPPLIES - OPERATING	612.43	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	334.83	1,218.71	6,000.00	4,781.29	20.3
001-0800-442-0499	SMALL TOOLS & SUPPLIES	.00	.00	750.00	750.00	.0
001-0800-442-0601	CAPITAL/CASH PURCHASES	.00	.00	30,000.00	30,000.00	.0
001-0800-442-0608	CAPITAL LEASE/BACKHOE	1,000.00	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	21,400.68	43,994.58	867,930.00	823,935.42	5.1

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/PARKS</u>					
001-0800-443-0101	PAYROLL	2,767.18	8,227.75	75,980.00	67,752.25 10.8
001-0800-443-0106	PAYROLL TAXES	115.07	339.34	6,000.00	5,660.66 5.7
001-0800-443-0107	RETIREMENT PLAN	135.36	405.39	4,992.00	4,586.61 8.1
001-0800-443-0109	INSURANCE	1,113.15	3,339.46	23,400.00	20,060.54 14.3
001-0800-443-0110	TRAINING/REGISTRATIONS	.00	.00	100.00	100.00 .0
001-0800-443-0112	TRAVEL/MEALS	.00	.00	100.00	100.00 .0
001-0800-443-0214	CONTRACT SERVICE	765.00	2,175.00	7,900.00	5,725.00 27.5
001-0800-443-0240	REPAIRS - GAZEBO & SHELTERS	.00	.00	200.00	200.00 .0
001-0800-443-0241	REPAIRS - TENNIS COURT	.00	.00	100.00	100.00 .0
001-0800-443-0242	REPAIRS - BASKETBALL COURT	.00	.00	100.00	100.00 .0
001-0800-443-0244	REPAIRS - VEHICLE	.00	.00	1,500.00	1,500.00 .0
001-0800-443-0246	REPAIRS & MAINT-PARKS/CEMETERY	1,056.10	1,056.10	8,500.00	7,443.90 12.4
001-0800-443-0247	WEED CONTROL	.00	.00	1,500.00	1,500.00 .0
001-0800-443-0248	EQUIPMENT MAINTENANCE	157.50	280.38	2,500.00	2,219.62 11.2
001-0800-443-0251	CELL PHONE	.00	247.72	1,200.00	952.28 20.6
001-0800-443-0252	UTILITIES	184.91	372.01	3,500.00	3,127.99 10.6
001-0800-443-0270	TOWN CENTER	181.60	383.21	11,000.00	10,616.79 3.5
001-0800-443-0425	SUPPLIES - OPERATING	548.42	741.70	3,000.00	2,258.30 24.7
001-0800-443-0435	VEHICLE - FUEL	57.35	121.93	4,000.00	3,878.07 3.1
001-0800-443-0499	SMALL TOOLS & SUPPLIES	.00	.00	2,000.00	2,000.00 .0
001-0800-443-0601	CAPITAL/CASH PURCHASES	.00	2,515.00	30,000.00	27,485.00 8.4
001-0800-443-0610	PATH CONSTRUCTION AND MAINT.	.00	.00	10,000.00	10,000.00 .0
	TOTAL PUBLIC WORKS/PARKS	7,081.64	20,204.99	197,572.00	177,367.01 10.2
<u>VEHICLE MAINTENANCE</u>					
001-0800-444-0101	PAYROLL	1,939.75	5,794.27	23,970.00	18,175.73 24.2
001-0800-444-0106	PAYROLL TAXES	146.87	438.61	2,000.00	1,561.39 21.9
001-0800-444-0107	RETIREMENT PLAN	95.86	288.58	1,404.00	1,115.42 20.6
001-0800-444-0109	INSURANCE	684.11	2,052.37	8,216.00	6,163.63 25.0
001-0800-444-0214	CONTRACT SERVICE	55.00	165.00	1,500.00	1,335.00 11.0
001-0800-444-0241	SHOP BUILDING REPAIRS	160.56	239.97	2,000.00	1,760.03 12.0
001-0800-444-0244	REPAIRS - VEHICLE	.00	99.00	2,000.00	1,901.00 5.0
001-0800-444-0251	CELL PHONE	.00	84.36	400.00	315.64 21.1
001-0800-444-0425	SUPPLIES - OPERATING	20.63	239.02	3,000.00	2,760.98 8.0
001-0800-444-0435	VEHICLE - FUEL	52.91	150.07	3,000.00	2,849.93 5.0
001-0800-444-0499	SMALL TOOLS & SUPPLIES	78.51	245.87	1,500.00	1,254.13 16.4
001-0800-444-0640	SHOP EQUIPMENT	12.76	60.46	1,000.00	939.54 6.1
	TOTAL VEHICLE MAINTENANCE	3,246.96	9,857.58	49,990.00	40,132.42 19.7

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY SPECIAL EVENTS</u>					
001-0900-450-0103	PAYROLL - PARTTIME	1,298.74	3,188.59	16,090.00	12,901.41 19.8
001-0900-450-0106	PAYROLL TAXES	103.18	253.29	1,400.00	1,146.71 18.1
001-0900-450-0107	RETIREMENT PLAN	31.34	93.84	1,092.00	998.16 8.6
001-0900-450-0109	INSURANCE	178.23	363.59	5,200.00	4,836.41 7.0
001-0900-450-0110	TRAINING/REGISTRATIONS	49.76	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	.00	.00	2,000.00	2,000.00 .0
001-0900-450-0240	REPAIRS - GENERAL	.00	.00	600.00	600.00 .0
001-0900-450-0251	CELL PHONE	.00	84.36	500.00	415.64 16.9
001-0900-450-0404	WORKERS' COMP	341.45	683.02	3,225.00	2,541.98 21.2
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	561.10	261.10	12,000.00	11,738.90 2.2
001-0900-450-0435	VEHICLE - FUEL	.00	.00	300.00	300.00 .0
001-0900-450-0437	COMMUNITY/CONCERT EVENTS	3,000.00	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	29.95	29.95	3,000.00	2,970.05 1.0
001-0900-450-0499	EQUIPMENT	.00	.00	3,000.00	3,000.00 .0
	TOTAL COMMUNITY SPECIAL EVENTS	5,593.75	10,930.69	88,539.00	77,608.31 12.4
<u>TOWN ATTORNEY</u>					
001-1000-460-0214	CONTRACT SERVICE	2,133.65	7,717.05	46,500.00	38,782.95 16.6
	TOTAL TOWN ATTORNEY	2,133.65	7,717.05	46,500.00	38,782.95 16.6
<u>P & Z COMMISSION</u>					
001-1100-470-0101	PAYROLL	300.00	950.00	3,600.00	2,650.00 26.4
001-1100-470-0106	PAYROLL TAXES	23.88	75.62	300.00	224.38 25.2
001-1100-470-0110	TRAINING/REGISTRATIONS	.00	.00	300.00	300.00 .0
001-1100-470-0425	SUPPLIES - OPERATING	.00	.00	200.00	200.00 .0
	TOTAL P & Z COMMISSION	323.88	1,025.62	4,400.00	3,374.38 23.3

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
001-1200-480-0101	672.00	1,312.00	8,400.00	7,088.00	15.6
001-1200-480-0106	53.44	104.32	1,092.00	987.68	9.6
001-1200-480-0107	.00	.00	420.00	420.00	.0
001-1200-480-0109	171.10	342.20	.00	(342.20)	.0
001-1200-480-0110	325.00	325.00	450.00	125.00	72.2
001-1200-480-0112	.00	.00	300.00	300.00	.0
001-1200-480-0214	.00	.00	1,150.00	1,150.00	.0
001-1200-480-0235	.00	.00	200.00	200.00	.0
001-1200-480-0244	.00	.00	250.00	250.00	.0
001-1200-480-0251	.00	.00	150.00	150.00	.0
001-1200-480-0260	.00	.00	150.00	150.00	.0
001-1200-480-0401	.00	.00	100.00	100.00	.0
001-1200-480-0404	.00	.00	1,049.00	1,049.00	.0
001-1200-480-0405	.00	990.19	1,200.00	209.81	82.5
001-1200-480-0406	.00	.00	200.00	200.00	.0
001-1200-480-0422	.00	.00	1,180.00	1,180.00	.0
001-1200-480-0425	.00	.00	200.00	200.00	.0
001-1200-480-0430	.00	.00	2,850.00	2,850.00	.0
001-1200-480-0445	.00	.00	500.00	500.00	.0
001-1200-480-0480	32.06	32.06	1,100.00	1,067.94	2.9
001-1200-480-0485	.00	.00	60.00	60.00	.0
001-1200-480-0490	.00	.00	400.00	400.00	.0
TOTAL RECREATION	1,253.60	3,105.77	21,401.00	18,295.23	14.5
TOTAL FUND EXPENDITURES	149,354.64	493,271.43	3,195,377.56	2,702,106.13	15.4
NET REVENUE OVER EXPENDITURES	174,620.19	282,016.13	(61,191.56)	(343,207.69)	460.9

TOWN OF SILT
 BALANCE SHEET
 MARCH 31, 2020

CONSERVATION TRUST FUND

ASSETS

003-0000-100-0100	CASH - COMBINED FUND	(45,852.90)	
003-0000-100-0117	MONEY MARKET/LOTTERY		139,906.93	
	TOTAL ASSETS			<u>94,054.03</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
003-0000-240-0101	FUND BALANCE		87,469.26	
	REVENUE OVER EXPENDITURES - YTD		6,584.77	
	BALANCE - CURRENT DATE		94,054.03	
	TOTAL FUND EQUITY			<u>94,054.03</u>
	TOTAL LIABILITIES AND EQUITY			<u>94,054.03</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 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	7,778.98	7,778.98	29,000.00	21,221.02	26.8
TOTAL INTERGOVERNMENTAL REVENUE	7,778.98	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	26.76	90.79	500.00	409.21	18.2
TOTAL MISCELLANEOUS	26.76	90.79	500.00	409.21	18.2
TOTAL FUND REVENUE	7,805.74	7,869.77	34,500.00	26,630.23	22.8

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 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	1,285.00	1,285.00	30,000.00	28,715.00	4.3
	TOTAL CONSERVATION TRUST	1,285.00	1,285.00	30,000.00	28,715.00	4.3
	TOTAL FUND EXPENDITURES	1,285.00	1,285.00	30,000.00	28,715.00	4.3
	NET REVENUE OVER EXPENDITURES	6,520.74	6,584.77	4,500.00	(2,084.77)	146.3

TOWN OF SILT
BALANCE SHEET
MARCH 31, 2020

WATER & WASTEWATER FUND

ASSETS

005-0000-100-0100	CASH - COMBINED FUND	1,455,366.07	
005-0000-100-0112	ABN W / WWW	101,157.32	
005-0000-100-0114	CASH IN BANK - COLO TRUST	806,527.29	
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	183,168.65	
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	4,468,360.73	
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>11,711,772.24</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	157,738.44	
	BALANCE - CURRENT DATE	7,955,275.15	
	TOTAL FUND EQUITY		8,103,275.15

TOWN OF SILT
BALANCE SHEET
MARCH 31, 2020

WATER & WASTEWATER FUND

TOTAL LIABILITIES AND EQUITY

11,711,772.24

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
005-0000-300-0410	63,341.14	191,206.38	790,000.00	598,793.62	24.2
005-0000-300-0412	80,961.11	243,146.52	950,000.00	706,853.48	25.6
005-0000-300-0415	431.64	1,293.63	400.00	(893.63)	323.4
005-0000-300-0420	60.00	305.00	1,000.00	695.00	30.5
005-0000-300-0421	.00	773.76	1,500.00	726.24	51.6
	<u>144,793.89</u>	<u>436,725.29</u>	<u>1,742,900.00</u>	<u>1,306,174.71</u>	<u>25.1</u>
<u>GRANTS/CONTRIBUTIONS</u>					
005-0000-300-0603	.00	.00	940,535.00	940,535.00	.0
	<u>.00</u>	<u>.00</u>	<u>940,535.00</u>	<u>940,535.00</u>	<u>.0</u>
<u>MISCELLANEOUS</u>					
005-0000-300-0801	1,018.24	3,449.93	20,000.00	16,550.07	17.3
005-0000-300-0812	1,021.82	2,724.02	7,000.00	4,275.98	38.9
005-0000-300-0814	485.16	1,455.44	4,000.00	2,544.56	36.4
005-0000-300-0825	2,000.00	3,000.00	6,000.00	3,000.00	50.0
	<u>4,525.22</u>	<u>10,629.39</u>	<u>37,000.00</u>	<u>26,370.61</u>	<u>28.7</u>
<u>TRANSFERS FROM OTHER FUNDS</u>					
005-0000-300-0902	3,983.32	3,983.32	590,000.00	586,016.68	.7
	<u>3,983.32</u>	<u>3,983.32</u>	<u>590,000.00</u>	<u>586,016.68</u>	<u>.7</u>
<u>WATER/WASTEWATER FEES</u>					
005-0000-300-1008	5,767.75	13,799.86	65,000.00	51,200.14	21.2
005-0000-300-1009	152.45	1,723.60	7,000.00	5,276.40	24.6
005-0000-300-1010	14,006.36	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	14,006.36	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
	<u>33,932.92</u>	<u>78,373.69</u>	<u>294,500.00</u>	<u>216,126.31</u>	<u>26.6</u>
	<u>187,235.35</u>	<u>529,711.69</u>	<u>3,604,935.00</u>	<u>3,075,223.31</u>	<u>14.7</u>

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
005-0000-470-0101	23,131.88	69,420.33	275,805.00	206,384.67	25.2
005-0000-470-0106	1,764.63	5,295.85	25,000.00	19,704.15	21.2
005-0000-470-0107	1,083.75	3,240.34	15,548.00	12,307.66	20.8
005-0000-470-0109	5,946.87	17,840.59	71,240.00	53,399.41	25.0
005-0000-470-0110	.00	.00	1,500.00	1,500.00	.0
005-0000-470-0112	.00	13.23	500.00	486.77	2.7
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	333.34	1,085.02	7,750.00	6,664.98	14.0
005-0000-470-0235	100.00	194.00	1,000.00	806.00	19.4
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	50.10	355.54	3,900.00	3,544.46	9.1
005-0000-470-0260	735.00	1,470.00	6,900.00	5,430.00	21.3
005-0000-470-0267	10,514.42	31,543.26	126,173.00	94,629.74	25.0
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	.00	.00	300.00	300.00	.0
005-0000-470-0404	1,767.48	3,535.62	16,685.00	13,149.38	21.2
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	218.03	1,621.42	2,000.00	378.58	81.1
005-0000-470-0435	197.74	1,038.67	5,000.00	3,961.33	20.8
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	446.18	1,422.57	3,500.00	2,077.43	40.6
TOTAL ADMINISTRATION	46,289.42	192,047.46	601,150.00	409,102.54	32.0

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
005-0000-472-0101	PAYROLL	10,145.84	30,360.57	108,155.00	77,794.43 28.1
005-0000-472-0106	PAYROLL TAXES	763.17	2,283.49	9,000.00	6,716.51 25.4
005-0000-472-0107	RETIREMENT PLAN	439.50	1,316.58	5,304.00	3,987.42 24.8
005-0000-472-0109	INSURANCE	3,764.16	11,292.49	26,312.00	15,019.51 42.9
005-0000-472-0110	TRAINING/REGISTRATIONS	.00	.00	1,500.00	1,500.00 .0
005-0000-472-0214	CONTRACT SERVICE	.00	.00	2,000.00	2,000.00 .0
005-0000-472-0230	TESTING & PERMITS	40.00	510.21	4,000.00	3,489.79 12.8
005-0000-472-0235	LEGAL FEES	2,461.00	2,461.00	1,000.00	(1,461.00) 246.1
005-0000-472-0236	ENGINEER FEES	2,714.00	2,714.00	3,000.00	286.00 90.5
005-0000-472-0241	RPRS & MAINT/WATER PLANT	6,260.81	9,983.07	50,000.00	40,016.93 20.0
005-0000-472-0246	RPRS & MAINT/DIST SYSTEM	3,171.17	10,729.52	80,000.00	69,270.48 13.4
005-0000-472-0247	RPRS & MAINT/BULK WATER	137.28	1,843.28	6,000.00	4,156.72 30.7
005-0000-472-0250	TELEPHONE EXPENSE	.00	500.06	1,358.00	857.94 36.8
005-0000-472-0252	UTILITIES	7,639.18	15,178.58	54,000.00	38,821.42 28.1
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	1,824.11	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	568.22	3,590.61	26,000.00	22,409.39 13.8
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	1,084.47	1,182.61	627,500.00	626,317.39 .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
	TOTAL WATER OPERATIONS	41,012.91	97,056.68	1,613,796.00	1,516,739.32 6.0

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
005-0000-474-0101	8,276.34	24,760.10	108,155.00	83,394.90	22.9
005-0000-474-0106	622.67	1,862.62	9,000.00	7,137.38	20.7
005-0000-474-0107	347.90	1,042.17	5,304.00	4,261.83	19.7
005-0000-474-0109	3,041.90	9,125.71	26,312.00	17,186.29	34.7
005-0000-474-0110	.00	.00	1,500.00	1,500.00	.0
005-0000-474-0112	.00	.00	500.00	500.00	.0
005-0000-474-0214	.00	.00	1,000.00	1,000.00	.0
005-0000-474-0230	.00	.00	3,000.00	3,000.00	.0
005-0000-474-0236	.00	.00	100.00	100.00	.0
005-0000-474-0241	2,051.85	8,034.29	30,000.00	21,965.71	26.8
005-0000-474-0246	670.00	1,030.00	15,000.00	13,970.00	6.9
005-0000-474-0249	.00	.00	200.00	200.00	.0
005-0000-474-0250	.00	371.02	2,200.00	1,828.98	16.9
005-0000-474-0252	3,667.35	7,531.74	45,000.00	37,468.26	16.7
005-0000-474-0299	5,817.28	8,470.58	40,000.00	31,529.42	21.2
005-0000-474-0415	.00	.00	250.00	250.00	.0
005-0000-474-0419	.00	.00	1,000.00	1,000.00	.0
005-0000-474-0432	.00	.00	3,500.00	3,500.00	.0
005-0000-474-0438	.00	568.22	8,000.00	7,431.78	7.1
005-0000-474-0450	322.66	322.66	1,500.00	1,177.34	21.5
005-0000-474-0498	.00	.00	1,500.00	1,500.00	.0
005-0000-474-0601	.00	19,750.00	535,700.00	515,950.00	3.7
005-0000-474-0627	.00	.00	100.00	100.00	.0
005-0000-474-3001	.00	.00	195,900.00	195,900.00	.0
005-0000-474-3010	.00	.00	37,192.00	37,192.00	.0
TOTAL WASTEWATER OPERATIONS	24,817.95	82,869.11	1,071,913.00	989,043.89	7.7
TOTAL FUND EXPENDITURES	112,120.28	371,973.25	3,286,859.00	2,914,885.75	11.3
NET REVENUE OVER EXPENDITURES	75,115.07	157,738.44	318,076.00	160,337.56	49.6

TOWN OF SILT
 BALANCE SHEET
 MARCH 31, 2020

IRRIGATION FUND

ASSETS

006-0000-100-0100	CASH - COMBINED FUND	518,288.24	
006-0000-100-0201	ACCOUNTS RECEIVABLE	24,778.38	
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>1,014,736.30</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	1,184.78	
	BALANCE - CURRENT DATE	<u>600,157.69</u>	
	TOTAL FUND EQUITY		<u>1,005,434.95</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,014,736.30</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<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	19,927.29	59,899.42	236,000.00	176,100.58	25.4
006-0000-300-1017 IRRIGATION TAP FEES	.00	.00	10,000.00	10,000.00	.0
TOTAL IRRIGATION FEES	19,927.29	59,899.42	246,000.00	186,100.58	24.4
TOTAL FUND REVENUE	19,927.29	59,899.42	311,000.00	251,100.58	19.3

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IRRIGATION</u>					
006-0000-480-0101	9,364.56	28,150.58	119,170.00	91,019.42	23.6
006-0000-480-0106	717.48	2,157.08	10,000.00	7,842.92	21.6
006-0000-480-0107	372.75	1,111.77	6,136.00	5,024.23	18.1
006-0000-480-0109	2,114.30	6,342.86	28,132.00	21,789.14	22.6
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	19.40	19.40	15,000.00	14,980.60	.1
006-0000-480-0244	.00	25.48	1,000.00	974.52	2.6
006-0000-480-0251	.00	120.04	850.00	729.96	14.1
006-0000-480-0252	345.66	597.30	20,000.00	19,402.70	3.0
006-0000-480-0260	200.00	400.00	1,100.00	700.00	36.4
006-0000-480-0268	907.08	2,721.24	10,885.00	8,163.76	25.0
006-0000-480-0404	588.89	1,178.00	5,560.00	4,382.00	21.2
006-0000-480-0405	.00	7,921.49	11,468.00	3,546.51	69.1
006-0000-480-0407	2,352.27	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	.00	.00	1,000.00	1,000.00	.0
006-0000-480-0601	1,000.00	1,000.00	.00	(1,000.00)	.0
006-0000-480-0615	.00	.00	35,000.00	35,000.00	.0
006-0000-480-0616	.00	.00	5,000.00	5,000.00	.0
006-0000-480-0808	.00	.00	800.00	800.00	.0
TOTAL IRRIGATION	17,982.39	58,714.64	287,451.00	228,736.36	20.4
TOTAL FUND EXPENDITURES	17,982.39	58,714.64	287,451.00	228,736.36	20.4
NET REVENUE OVER EXPENDITURES	1,944.90	1,184.78	23,549.00	22,364.22	5.0

TOWN OF SILT
 BALANCE SHEET
 MARCH 31, 2020

VICTIM ASSISTANCE FUND

ASSETS

008-0000-100-0100	CASH - COMBINED FUND		56,658.69	
	TOTAL ASSETS			56,658.69

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
008-0000-240-0101	FUND BALANCE	55,690.59		
	REVENUE OVER EXPENDITURES - YTD	968.10		
	BALANCE - CURRENT DATE		56,658.69	
	TOTAL FUND EQUITY			56,658.69
	TOTAL LIABILITIES AND EQUITY			56,658.69

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 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	675.30	968.10	8,000.00	7,031.90	12.1
	TOTAL FINES	675.30	968.10	8,000.00	7,031.90	12.1
	TOTAL FUND REVENUE	675.30	968.10	8,000.00	7,031.90	12.1

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

VICTIM ASSISTANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
008-0000-492-0425 SUPPLIES	.00	.00	1,000.00	1,000.00	.0
008-0000-492-0613 VICTIM ASSISTANCE	.00	.00	10,000.00	10,000.00	.0
TOTAL EXP PROGRAM 492	.00	.00	11,000.00	11,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	11,000.00	11,000.00	.0
NET REVENUE OVER EXPENDITURES	675.30	968.10	(3,000.00)	(3,968.10)	32.3

TOWN OF SILT
 BALANCE SHEET
 MARCH 31, 2020

BEAUTIFICATION FUND

ASSETS

009-0000-100-0100	CASH - COMBINED FUND	249,394.68	
009-0000-100-0105	CASH IN BANK - MONEY MKT	17,071.45	
	TOTAL ASSETS		<u>266,466.13</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
009-0000-240-0101	FUND BALANCE	260,664.71	
	REVENUE OVER EXPENDITURES - YTD	5,801.42	
	BALANCE - CURRENT DATE		<u>266,466.13</u>
	TOTAL FUND EQUITY		<u>266,466.13</u>
	TOTAL LIABILITIES AND EQUITY		<u>266,466.13</u>

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 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	2,072.64	5,792.91	45,000.00	39,207.09	12.9
	TOTAL SOURCE 01	2,072.64	5,792.91	45,000.00	39,207.09	12.9
	<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	2.99	8.51	25.00	16.49	34.0
	TOTAL MISCELLANEOUS	2.99	8.51	25.00	16.49	34.0
	TOTAL FUND REVENUE	2,075.63	5,801.42	46,525.00	40,723.58	12.5

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 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	.00	.00	190,500.00	190,500.00	.0
TOTAL EXP PROGRAM 492	.00	.00	190,500.00	190,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	190,500.00	190,500.00	.0
NET REVENUE OVER EXPENDITURES	<u>2,075.63</u>	<u>5,801.42</u>	<u>(143,975.00)</u>	<u>(149,776.42)</u>	<u>4.0</u>

TOWN OF SILT
BALANCE SHEET
MARCH 31, 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	25,855.51	
	TOTAL ASSETS		<u>56,349.60</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
012-0000-240-0101	FUND BALANCE	50,068.63	
	REVENUE OVER EXPENDITURES - YTD	6,280.97	
	BALANCE - CURRENT DATE	56,349.60	
	TOTAL FUND EQUITY		<u>56,349.60</u>
	TOTAL LIABILITIES AND EQUITY		<u>56,349.60</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

PARK IMPACT FEE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>FEES</u>					
012-0000-300-0319	3,581.76	6,268.08	12,000.00	5,731.92	52.2
	3,581.76	6,268.08	12,000.00	5,731.92	52.2
<u>MISCELLANEOUS</u>					
012-0000-300-0801	4.53	12.89	50.00	37.11	25.8
	4.53	12.89	50.00	37.11	25.8
	3,586.29	6,280.97	12,050.00	5,769.03	52.1

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 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>3,586.29</u>	<u>6,280.97</u>	<u>2,050.00</u>	<u>(4,230.97)</u>	<u>306.4</u>

TOWN OF SILT
 BALANCE SHEET
 MARCH 31, 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 3 MONTHS ENDING MARCH 31, 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	2,000.00	4,545.02	9,000.00	4,454.98	50.5
	TOTAL FEES	2,000.00	4,545.02	9,000.00	4,454.98	50.5
	TOTAL FUND REVENUE	2,000.00	4,545.02	9,000.00	4,454.98	50.5

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

CONSTRUCTION IMPACT FEE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CONSTRUCTION IMPACT FEE</u>						
013-0000-492-0611	PROJECTS	.00	.00	30,000.00	30,000.00	.0
	TOTAL CONSTRUCTION IMPACT FEE	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
	NET REVENUE OVER EXPENDITURES	<u>2,000.00</u>	<u>4,545.02</u>	<u>(21,000.00)</u>	<u>(25,545.02)</u>	<u>21.6</u>

TOWN OF SILT
 BALANCE SHEET
 MARCH 31, 2020

SILT HOUSING AUTHORITY

ASSETS

015-0000-100-0100	CASH - COMBINED FUND	(521,892.15)	
015-0000-100-0105	CASH IN BANK - MONEY MARKET	525,474.46	
015-0000-100-0114	CASH IN BANK - COLO TRUST	117,891.09	
015-0000-100-0801	LAND	154,120.00	
015-0000-100-0805	BUILDINGS	1,368,907.41	
015-0000-100-0810	EQUIPMENT	26,198.63	
015-0000-100-0820	ACCUM DEPRECIATION	(743,858.45)	
	TOTAL ASSETS		<u>926,840.99</u>

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
015-0000-245-0101	RETAINED EARNINGS	(129,039.43)	
015-0000-245-0105	CONTRIB IN AID OF CONST	1,041,815.60	
	REVENUE OVER EXPENDITURES - YTD	(11,485.78)	
	BALANCE - CURRENT DATE		<u>901,290.39</u>
	TOTAL FUND EQUITY		<u>901,290.39</u>
	TOTAL LIABILITIES AND EQUITY		<u>926,840.99</u>

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

SILT HOUSING AUTHORITY

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>MISCELLANEOUS</u>					
015-0000-300-0801 INTEREST INCOME	274.24	909.70	4,500.00	3,590.30	20.2
TOTAL MISCELLANEOUS	274.24	909.70	4,500.00	3,590.30	20.2
<u>HOUSING FEES</u>					
015-0000-300-1502 RENTAL REVENUE - SENIOR HSNG	16,977.00	33,287.00	193,000.00	159,713.00	17.3
015-0000-300-1505 LAUNDRY REVENUE	246.25	564.80	2,000.00	1,435.20	28.2
TOTAL HOUSING FEES	17,223.25	33,851.80	195,000.00	161,148.20	17.4
TOTAL FUND REVENUE	17,497.49	34,761.50	199,500.00	164,738.50	17.4

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

SILT HOUSING AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONDO EXPENDITURES</u>					
015-0000-495-0240	REPAIRS - CONDO	60.43	71.23	500.00	428.77 14.3
015-0000-495-0254	UTILITIES/GAS & ELECTRIC-CONDO	114.14	300.03	.00 (300.03)	.0
015-0000-495-0255	UTILITIES/WATER & SEWER-CONDO	101.80	302.43	1,200.00	897.57 25.2
015-0000-495-0408	CONDO ASSOCIATION DUES	140.00	420.00	1,680.00	1,260.00 25.0
015-0000-495-0450	MISCELLANEOUS	2,676.88	7,268.43	25.00 (7,243.43)	29073.
	TOTAL CONDO EXPENDITURES	3,093.25	8,362.12	3,405.00 (4,957.12)	245.6
<u>SENIOR HOUSING EXPENDITURES</u>					
015-0000-496-0101	PAYROLL	1,790.03	5,528.99	23,475.00	17,946.01 23.6
015-0000-496-0106	PAYROLL TAXES	139.45	431.06	2,000.00	1,568.94 21.6
015-0000-496-0107	RETIREMENT PLAN	86.57	257.74	1,768.00	1,510.26 14.6
015-0000-496-0109	INSURANCE	374.48	1,123.42	7,956.00	6,832.58 14.1
015-0000-496-0201	AUDIT EXPENSE	.00	.00	3,500.00	3,500.00 .0
015-0000-496-0212	ADMIN FEES	581.92	1,745.76	6,983.00	5,237.24 25.0
015-0000-496-0214	CONTRACT SERVICE	95.00	285.00	5,350.00	5,065.00 5.3
015-0000-496-0215	CONTRACT SERVICE - CLEANING	175.00	175.00	2,100.00	1,925.00 8.3
015-0000-496-0225	GCHA MANAGEMENT FEE	2,546.55	5,278.05	29,005.00	23,726.95 18.2
015-0000-496-0240	REPAIRS - SENIOR HOUSING	315.00	1,013.19	7,000.00	5,986.81 14.5
015-0000-496-0250	TELEPHONE	.00	111.82	650.00	538.18 17.2
015-0000-496-0254	UTILITIES/GAS & ELECTRIC-SR HO	797.11	1,780.56	13,500.00	11,719.44 13.2
015-0000-496-0255	UTILITIES/WATER & SEWER-SR HOU	1,537.22	4,569.90	16,800.00	12,230.10 27.2
015-0000-496-0258	CABLE EXPENSE	685.07	1,379.38	7,900.00	6,520.62 17.5
015-0000-496-0370	HR CONSULTANT	.00	.00	360.00	360.00 .0
015-0000-496-0404	WORKERS' COMP	413.75	827.66	3,905.00	3,077.34 21.2
015-0000-496-0405	INSURANCE/CIRSA	.00	12,872.42	4,411.00 (8,461.42)	291.8
015-0000-496-0425	SUPPLIES - OPERATING	11.39	11.39	200.00	188.61 5.7
015-0000-496-0499	SMALL TOOLS & SUPPLIES	.00	.00	200.00	200.00 .0
015-0000-496-0540	CONTRIB/SENIOR PROGRAMS	493.82	493.82	23,000.00	22,506.18 2.2
	TOTAL SENIOR HOUSING EXPENDITURES	10,042.36	37,885.16	160,063.00	122,177.84 23.7
	TOTAL FUND EXPENDITURES	13,135.61	46,247.28	163,468.00	117,220.72 28.3
	NET REVENUE OVER EXPENDITURES	4,361.88	(11,485.78)	36,032.00	47,517.78 (31.9)

TOWN OF SILT
 BALANCE SHEET
 MARCH 31, 2020

ECONOMIC DEVELOPMENT REVOLVING

ASSETS

017-0000-100-0100	CASH - COMBINED FUND	20,930.92	
017-0000-100-0201	ACCTS REC - DOLLAR GENERAL	131,853.47	
	TOTAL ASSETS		<u>152,784.39</u>

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
017-0000-240-0101	FUND BALANCE	13,491.32	
	REVENUE OVER EXPENDITURES - YTD	7,439.60	
	BALANCE - CURRENT DATE	20,930.92	
	TOTAL FUND EQUITY		<u>20,930.92</u>
	TOTAL LIABILITIES AND EQUITY		<u>152,784.39</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

ECONOMIC DEVELOPMENT REVOLVING

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>TRANSFERS FROM OTHER FUNDS</u>						
017-0000-300-0271	TRANSFER IN	8,483.34	8,483.34	13,750.00	5,266.66	61.7
017-0000-300-0275	SALES TAX / TIF DEDICATED	.00	.00	3,240.00	3,240.00	.0
TOTAL TRANSFERS FROM OTHER FUNDS		<u>8,483.34</u>	<u>8,483.34</u>	<u>16,990.00</u>	<u>8,506.66</u>	<u>49.9</u>
TOTAL FUND REVENUE		<u>8,483.34</u>	<u>8,483.34</u>	<u>16,990.00</u>	<u>8,506.66</u>	<u>49.9</u>

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

ECONOMIC DEVELOPMENT REVOLVING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EDRF EXPENDITURES</u>					
017-0000-498-0204 SALES TAX / TIF CONTRIBUTION	1,043.74	1,043.74	2,500.00	1,456.26	41.8
017-0000-498-3001 DEBT SERVICE - PRINCIPAL	.00	.00	10,910.00	10,910.00	.0
017-0000-498-3010 DEBT SERVICE - INTEREST	.00	.00	3,181.00	3,181.00	.0
TOTAL EDRF EXPENDITURES	<u>1,043.74</u>	<u>1,043.74</u>	<u>16,591.00</u>	<u>15,547.26</u>	<u>6.3</u>
TOTAL FUND EXPENDITURES	<u>1,043.74</u>	<u>1,043.74</u>	<u>16,591.00</u>	<u>15,547.26</u>	<u>6.3</u>
NET REVENUE OVER EXPENDITURES	<u>7,439.60</u>	<u>7,439.60</u>	<u>399.00</u>	<u>(7,040.60)</u>	<u>1864.6</u>

TOWN OF SILT
BALANCE SHEET
MARCH 31, 2020

COMBINED CASH FUND

ASSETS

100-0000-100-0100	CASH ALLOCATED TO OTHER FUNDS	(4,194,633.37)	
100-0000-100-0101	COMBINE CHECKING-AMERICAN NAT	377,779.92	
100-0000-100-0106	MONEY MARKET / COMBINED	1,239,260.57	
100-0000-100-0107	CASH - CSAFE 01	502,834.50	
100-0000-100-0108	CASH - CSAFE 02	1,509,434.20	
100-0000-100-0109	CASH - CSAFE 03	592,289.10	
100-0000-100-0175	CASH CLEARING - UTILITIES	35.08	
100-0000-100-0185	RESERVED CASH/WATER/WW	(27,000.00)	
	TOTAL ASSETS		<u>.00</u>

Town of Silt

Capital Expenditures, Projects and Initiatives: 2020

Potential Amended Spending Reductions**

By Department/Division/Program

General Administration

		Fund
Celebration/Fireworks**	\$ 14,000	General Fund
Economic Development**	\$ 24,000	General Fund
Computer replacement program	\$ 8,000	General Fund
Ergonomic improvements**	\$ 8,000	General Fund
Board Chambers Microphone Upgrade	\$ 1,000	General Fund
Town Hall Building Improvements	\$ 5,000	General Fund
*Projects-Interchange Design**	\$ 75,000	General Fund
*Projects-Interchange Design	\$175,000	Beautification Fund
*E Vehicle Charging Stations	\$ 30,000	General Fund
Human Resources function improvements**	\$ 13,500	General Fund
*Community Communications Improvement	\$ 5,000	General Fund

Parks

Parks Master Plan**	\$ 10,000	Park Impact
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Streets

Transportation Master Plan Update**	\$ 20,000	Construction Impact
Street Overlay Projects**	\$100,000	General Fund
Capital Project: Main Street Improvements; 5 th -6 th St**	\$435,000	General Fund

Youth Recreation

Youth Sports Programming	\$ 21,400	General Fund
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Special Events

Community Concerts/Events**	\$ 24,000	General Fund
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Water

*Capital Projects: Sand Filtration System install**	\$627,500	W/WW Fund
*Capital Projects: 8 th St water line replacement**	\$333,500	W/WW Fund
Debt Service	\$233,000	W/WW Fund

Wastewater

*Capital Project: Sewer line boring 9 th and 16 th streets**	\$535,700	W/WW Fund
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Town of Silt

Capital Expenditures, Projects and Initiatives: 2020

Potential Amended Spending Reductions**

Debt Service	\$233,000	W/WW Fund
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By Fund

Conservation Trust Fund

Parks weed mitigation program**	\$ 10,000
*Projects-Irrigation improvement at SRP**	\$ 10,000
Parks paved trails overlay**	\$ 10,000

Water/Wastewater Fund

*Capital Projects: Sand Filtration System install	\$627,000
*Capital Projects: 8 th St water line replacement	\$333,500
*Capital Project: Sewer line boring 9 th and 16 th streets	\$535,700
Wastewater Debt Service	\$233,000
Water Debt Service	\$233,000

Irrigation

*Capital Project: Telemetry Improvements	\$ 35,000
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Beautification Fund

Projects-Interchange Design	\$175,000
Main Street Planting Bed Maintenance**	\$ 10,000
Baseball Infield Improvement	\$ 5,500

Park Impact Fee Fund

Parks, Recreation and Culture Master Plan**	\$ 10,000
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Construction Impact Fee

Transportation Master Plan Update**	\$ 20,000
Rifle Animal Shelter Contribution**	\$ 10,000

General Fund Revenues

	2020 Approved Budget	Amended	Reduced Revenue	Percentage
Taxes Total	1,712,784	1,280,134	432,650	-25%
Intergovernmental Total	316,211	217,586	98,625	-31%
Licenses/Permits Total	71,190	55,015	16,175	-23%
Charges for Services Total	406,160	400,630	5,530	-1%
Fines Total	30,500	15,525	14,975	-49%
Grants/Contributions Total	388,050	86,425	301,625	-78%
Admin Fees Total	144,041	144,041	0	0%
Misc Total	78,800	56,900	21,900	
General Fund Total Revenue	3,147,736	2,256,256	891,480	-28%

Water & WW Fund Revenue

	2020 Approved Budget	Amended	Reduced Revenue	Percentage
Charges for Services Total	1,742,900	1,568,175	174,725	-10%
Grants/Contributions Total	940,535	450,000	490,535	-52%
Misc Total	37,000	29,750	7,250	-20%
Transfers Total	590,000	590,000	0	0%
Fees Total	294,500	237,125	57,375	-19%
Water & WW Fund Total Revenue	3,604,935	2,875,050	729,885	-20%

Irrigation Fund Revenue

	2020 Approved Budget	Amended	Reduced Revenue	Percentage
Fees Total	311,000	253,900	57,100	-18%
Irrigation Fund Total Revenue	311,000	253,900	57,100	-18%

General Fund Revenues

		2020			
		Approved	Amended	Reduced	Percentage
Taxes		Budget	Budget	Revenue	
001-0000-300-0101	PROPERTY TAXES	322,284	322,284	0	0.00%
001-0000-300-0103	SALES TAXES	571,000	428,250	142,750	-25.00%
001-0000-300-0104	COUNTY SALES TAX/SHARING	105,000	52,500	52,500	-50.00%
001-0000-300-0105	USE TAXES	310,000	155,000	155,000	-50.00%
001-0000-300-0106	FRANCHISE TAXES - ELECTRIC	65,000	65,000	0	0.00%
001-0000-300-0107	FRANCHISE TAXES - TV	31,000	31,000	0	0.00%
001-0000-300-0108	FRANCHISE TAXES - TELEPHONE	900	900	0	0.00%
001-0000-300-0109	SPECIFIC OWNERSHIP TAXES	22,000	11,000	11,000	-50.00%
001-0000-300-0111	SALES TAXES - STREETS	285,600	214,200	71,400	-25.00%
	Total	1,712,784	1,280,134	432,650	-25.26%
Intergovernmental Revenue					
001-0000-300-0201	CIGARETTE TAX	2,400	2,400	0	0.00%
001-0000-300-0202	HIGHWAY USERS TAX	104,311	104,311	0	0.00%
001-0000-300-0203	MOTOR VEHICLE REG FEES	14,500	10,875	3,625	-25.00%
001-0000-300-0204	MINERAL LEASE/SEVERANCE	190,000	95,000	95,000	-50.00%
001-0000-300-0205	COUNTY ROAD & BRIDGE	5,000	5,000	0	0.00%
	Total	316,211	217,586	98,625	-31.19%
Licenses/Permits					
001-0000-300-0301	BUSINESS LICENSE/APPLIC FEE	5,500	4,950	550	-10.00%
001-0000-300-0302	CONTRACTORS' LICENSES	6,000	5,400	600	-10.00%
001-0000-300-0303	BEST TEST/LICENSES	2,300	1,150	1,150	-50.00%
001-0000-300-0304	LIQUOR/MARIJUANA LICENSES	2,500	1,875	625	-25.00%
001-0000-300-0305	DOG LICENSES	1,000	750	250	-25.00%
001-0000-300-0306	BUILDING PERMITS	50,000	37,500	12,500	-25.00%
001-0000-300-0308	ZONING PERMITS/FEES	2,000	2,000	0	0.00%
001-0000-300-0309	SIGN PERMITS	200	100	100	-50.00%
001-0000-300-0310	STREET CUTTING PERMIT	50	50	0	0.00%
001-0000-300-0312	PLUMBING PERMITS	800	600	200	-25.00%
001-0000-300-0313	MECHANICAL PERMITS	800	600	200	-25.00%
001-0000-300-0314	MANUFACTURED HOME INSIGNIAS	40	40	0	0.00%
	Total	71,190	55,015	16,175	-22.72%
Charges for Services					
001-0000-300-0401	RECREATION FEES	800	600	200	-25.00%
001-0000-300-0402	CEMETERY FEES	1,200	1,200	0	0.00%
001-0000-300-0403	TRASH SERVICE FEES	384,000	384,000	0	0.00%
001-0000-300-0405	POLICE SERVICE FEES	4,000	3,000	1,000	-25.00%
001-0000-300-0435	VENDOR FEES	60	30	30	-50.00%
001-0000-300-0437	COMMUNITY/CONCERT EVENTS	15,000	11,250	3,750	-25.00%
001-0000-300-0440	COM. DEV. ADMIN FEES	1,000	500	500	-50.00%
001-0000-300-0444	AMBULANCE FEES	100	50	50	-50.00%
	Total	406,160	400,630	5,530	-1.36%

		2020			
		Approved	Amended	Reduced	Percentage
Fines		Budget	Budget	Revenue	
001-0000-300-0501	COURT FINES	26,000	13,000	13,000	-50.00%
001-0000-300-0502	POLICE SURCHARGE FINES	3,400	1,700	1,700	-50.00%
001-0000-300-0503	USEFUL PUBLIC SERVICE	100	75	25	-25.00%
001-0000-300-0504	IMPOUND CHARGES	1,000	750	250	-25.00%
	Total	30,500	15,525	14,975	-49.10%
Grants/Contributions					
001-0000-300-0601	POLICE - BIKE RODEO	1,050	1,050	0	0.00%
001-0000-300-0602	POLICE REIMBURSEMENT	10,000	10,000	0	0.00%
001-0000-300-0603	MISC. GRANTS	357,000	59,000	298,000	-83.47%
001-0000-300-0604	POLICE - CAMP BADGE	2,500	0	2,500	-100.00%
001-0000-300-0607	POLICE GRANT/DONATION - K9	13,000	13,000	0	0.00%
001-0000-300-0609	DONATIONS - RECREATION	4,500	3,375	1,125	-25.00%
	Total	388,050	86,425	301,625	-77.73%
Administration Fees					
001-0000-300-0702	ADMIN FEE - WATER & WW	126,173	126,173	0	0.00%
001-0000-300-0703	ADMIN FEE - IRRIGATION	10,885	10,885	0	0.00%
001-0000-300-0705	ADMIN FEE - SENIOR HOUSING	6,983	6,983	0	0.00%
	Total	144,041	144,041	0	0.00%
Miscellaneous					
				0	
001-0000-300-0801	INTEREST INCOME	30,000	30,000	0	0.00%
001-0000-300-0802	COPIES/FAXES/NOTARY	500	250	250	-50.00%
001-0000-300-0803	RECREATION CONCESSION SALES	4,000	2,000	2,000	-50.00%
001-0000-300-0804	TOWN CENTER REVENUE	10,000	5,000	5,000	-50.00%
001-0000-300-0808	MISCELLANEOUS	10,000	5,000	5,000	-50.00%
001-0000-300-0812	LEGAL REIMBURSEMENT	3,000	3,000	0	0.00%
001-0000-300-0817	WATER SALES STREET REVENUE	8,000	4,000	4,000	-50.00%
001-0000-300-0818	ENGINEERING REIMBURSEMENT	2,000	2,000	0	0.00%
001-0000-300-0825	ROYALTY REVENUE	1,300	650	650	-50.00%
001-0000-300-0835	BEER/WINE SALES	10,000	5,000	5,000	-50.00%
	Total	78,800	56,900	21,900	-27.79%
General Fund Total Revenue		3,147,736	2,256,256	891,480	-28.32%

Water & WW Fund Revenue

		2020			
		Approved	Amended	Reduced	Percentage
		Budget	Budget	Revenue	
Charges for Services					
005-0000-300-0101	PROPERTY TAXES	0			
005-0000-300-0410	WATER SERVICE FEES	790,000	711,000	79,000	-10.00%
005-0000-300-0412	WASTEWATER SERVICE FEES	950,000	855,000	95,000	-10.00%
005-0000-300-0415	WATER RIGHTS REVENUE	400	300	100	-25.00%
005-0000-300-0420	TRANSFER FEES	1,000	750	250	-25.00%
005-0000-300-0421	UPPER PRESSURE ZONE FEE	1,500	1,125	375	-25.00%
	Total	1,742,900	1,568,175	174,725	-10.02%
Grants/Contributions					
005-0000-300-0603	MISCELLANEOUS GRANTS	940,535	450,000	490,535	-52.15%
	Total	940,535	450,000	490,535	-52.15%
Miscellaneous					
005-0000-300-0801	INTEREST INCOME	20,000	20,000	0	0.00%
005-0000-300-0812	PENALTIES & INTEREST / WW	7,000	1,750	5,250	-75.00%
005-0000-300-0814	CREDIT CARD FEE	4,000	2,000	2,000	-50.00%
005-0000-300-0825	HOTEL REVENUE	6,000	6,000	0	0.00%
	Total	37,000	29,750	7,250	-19.59%
Transfers					
005-0000-300-0902	TRANSFER OF LOAN REPAYMENT	590,000	590,000	0	0.00%
	Total	590,000	590,000	0	0.00%
Water/Wastewater Fees					
005-0000-300-1008	BULK WATER SALES	65,000	65,000	0	0.00%
005-0000-300-1009	SALE OF WATER METERS	7,000	5,250	1,750	-25.00%
005-0000-300-1010	WATER TAP FEES	110,000	82,500	27,500	-25.00%
005-0000-300-1012	WASTEWATER TAP FEES	110,000	82,500	27,500	-25.00%
005-0000-300-1015	1st ST. INTERCEPT. - COST RECV	1,000	750	250	-25.00%
005-0000-300-1018	1st ST. ROADWAY - COST RECV	1,500	1,125	375	-25.00%
	Total	294,500	237,125	57,375	-19.48%
	Water & WW Fund Total Revenue	3,604,935	2,875,050	729,885	-20.25%

Irrigation Fund Revenue**Irrigation Fees**

006-0000-300-0603	MISC. GRANTS	65,000	32,500	32,500	-50.00%
006-0000-300-1014	IRRIGATION FEES	236,000	212,400	23,600	-10.00%
006-0000-300-1017	IRRIGATION TAP FEES	10,000	9,000	1,000	-10.00%
	Irrigation Fund Total Revenue	311,000	253,900	57,100	-18.36%

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 27, 2020**

AGENDA ITEM SUMMARY

SUBJECT: COVID-19 Relief Efforts

PROCEDURE: Action

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

We have developed a direct aid program for individuals who and businesses that may be struggling. The "Food Voucher" program is described in the attachment. It is a \$6,000 program that will distribute food vouchers in \$20 increments for use in local businesses. We hope that it will have the added benefit of encouraging others to patronize local businesses. We anticipate the money to fund this initiative will come from the General Fund Balance.

We continue to look into the idea of easing utility bills in some manner, but have not completed our analysis.

We have provided information to businesses and individuals regarding the following on our website and direct emails:

- Business Assistance
- Individual and Family Assistance
- Recovery Assistance
- Direct Aid from the Town for residents (Food Vouchers Program and Water/Wastewater/Irrigation)

RECOMMENDATION: Staff recommends that Trustees discuss the attached program and if appropriate, pass a resolution to direct staff to undertake the initiative.

FUNDING SOURCE: General Fund Balance

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: Description of program
Resolution No. 23, Series 2020

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

Town of Silt Food Voucher Program

In Response to the Corona Virus Pandemic of 2020

This program will offer a \$20 food voucher to Silt residents in need. The voucher is good at the participating Silt businesses listed below. The voucher transaction is tax exempt up to \$20, with any amount above \$20 charged normal sales tax. The Town will also pay an additional 18% gratuity on the amount purchased at a restaurant. The vouchers are not good for alcoholic beverages.

There is no credited amount if less than \$20 is spent, so if a person buys a \$10 item, they must still use the entire value of the voucher and the Town reimburses restaurant \$10 + an 18% gratuity on \$10.

Silt will solicit for folks "in need", loosely defined as unemployed, "experiencing financial hardship" or with a household income of less than \$50k. Those requesting vouchers must provide a physical address (to avoid duplicates), mailing address, statement that they are in need with an indication of how many persons are in the household.

Silt will deliver vouchers, generally through the Silt Police Department. The program limits two vouchers per person. Police Officers will also be given vouchers to hand out to people they may come in contact with who need assistance.

The program will start with a \$6,000 balance. This is good for approximately 254 vouchers (254 at 23.60 each). The program will expire on May 31 and no vouchers will be redeemed by the Town, unless re-authorized by the Town of Silt Board of Trustees.

We will use "secure stock" so we are able to print the vouchers so they cannot be duplicated or copied. We will also individually number stamp each voucher as a way of tracking their use.

We will encourage businesses to come up with a "family" serving so that it will serve for more than one meal. Businesses may accept multiple vouchers in one transaction.

We realize the difficulty in asking our participating businesses to bill us and wait for our regular check runs, so we will go visit all participating businesses weekly (maintaining proper social distancing, of course) to collect the vouchers, do the calculations and write them petty cash checks so they can put money in the bank weekly.

This plan is aimed at helping distressed Silt residents directly with meals, helping restaurants directly with a little business and encouraging others to patronize Silt businesses.

Participating Silt Businesses

- Burning Mountain Pizza and Subs
- Miner's Claim
- Brickhouse Pizza
- Skip's Farm to Market
- Misty's Coffee

**TOWN OF SILT
RESOLUTION NO. 23
SERIES OF 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN
OF SILT, COLORADO, OFFERING A FOOD VOUCHER
PROGRAM TO SILT RESIDENTS IN NEED DURING THE COVID-
19 PANDEMIC CRISIS**

WHEREAS, the World Health Organization has declared the 2019 Novel Coronavirus/ COVID-19 disease (“COVID-19”) a Global Pandemic; and

WHEREAS, the COVID-19 pandemic has spread and infected populations at an alarming rate throughout the United States and the State of Colorado; and

WHEREAS, the President of the United States of America has declared a National State of Emergency relating to the COVID-19 pandemic; and

WHEREAS, the Governor of the State of Colorado declared a statewide emergency regarding the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from the COVID-19 pandemic on March 10, 2020, followed by a stay at home order on March 26, 2020; and

WHEREAS, the Town of Silt feels the need to help those residents in need by offering a limited number of food vouchers to participating businesses to help relieve their current financial burden; and

WHEREAS, The Board of Trustees finds that it is in the best interest of public health, welfare, and safety of the citizens of Silt to help its residents in need during the COVID-19 pandemic and authorize the Town Administrator to institute a food voucher program.

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

Section 1. The above recitals are hereby incorporated as findings by the Town Board of Trustees of the Town of Silt.

Section 2. The Board of Trustees hereby authorize an expenditure of up to \$6000 from the General Fund to be used towards a food voucher program to Silt residents unless re-authorized by the Board of Trustees.

Section 3. The Board of Trustees hereby authorize the Town Administrator to offer food vouchers to those qualifying Silt residents who are: 1) unemployed, 2) experiencing financial hardship, or 3) have an income of less than \$50,000.

Section 4. The food voucher program will have a limit of two twenty-dollar vouchers per person and will expire on May 31, 2020. No vouchers will be redeemable by the Town of Silt unless re-authorized by the Board of Trustees.

INTRODUCED, READ, AND PASSED THIS 27TH DAY OF APRIL 2020.

TOWN OF SILT, COLORADO

Keith B. Richel, Mayor

ATTEST:

Sheila M. McIntyre, Town Clerk, CMC