<table>
<thead>
<tr>
<th>ESTIMATED TIME</th>
<th>AGENDA ITEM</th>
<th>PUBLIC HEARING or ACTION ITEM</th>
<th>STAFF PRESENTER</th>
</tr>
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<tbody>
<tr>
<td>7:00</td>
<td>Call to order</td>
<td></td>
<td>Tab A</td>
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<tr>
<td></td>
<td>Roll call</td>
<td></td>
<td>Mayor Richel</td>
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<tr>
<td></td>
<td>Pledge of Allegiance and Moment of Silence</td>
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<tr>
<td>7:05</td>
<td>Public Comments - Persons desiring to make public comment on items not on the agenda shall activate the &quot;raise hand&quot; function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to <a href="mailto:sheilla@townofsilt.org">sheilla@townofsilt.org</a> indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code</td>
<td>Action Item</td>
<td>Tab B</td>
</tr>
<tr>
<td>7:20</td>
<td>Consent agenda –</td>
<td></td>
<td>Mayor Richel</td>
</tr>
<tr>
<td>5 min</td>
<td>1. Minutes of the August 8, 2022 Board of Trustees meeting</td>
<td></td>
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<tr>
<td>7:25</td>
<td>Agenda Changes</td>
<td></td>
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<tr>
<td>7:25</td>
<td>Journey Home Animal Care Center – Fundraiser and Funding Support</td>
<td>Action Item</td>
<td>Tab C</td>
</tr>
<tr>
<td>20 min</td>
<td>Town Clerk McIntyre</td>
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<td>Town Clerk McIntyre</td>
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<tr>
<td>7:45</td>
<td>Resolution No. 15, Series 2022, A RESOLUTION APPROVING THE SPECIAL USE PERMIT TO ALLOW FOR A BREWERY AND ASSOCIATED BOTTLING/PACKAGING FACILITY AT UNIT 4, 401 MAIN STREET, WITHIN THE TOWN OF SILT, COLORADO</td>
<td>Public Hearing</td>
<td>Tab D</td>
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<tr>
<td>20 min</td>
<td>Planner Chain</td>
<td></td>
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<tr>
<td>8:05</td>
<td>Continued first reading of Ordinance No. 11, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTER 12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT (staff requests a continuance to September 12, 2022)</td>
<td>Public Hearing</td>
<td>Tab E</td>
</tr>
<tr>
<td>5 min</td>
<td>Attorney Sawyer</td>
<td></td>
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</tr>
<tr>
<td>8:10</td>
<td>Resolution No. 16, Series 2022, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE DIXON ANNEXATION (FORMERLY KNOWN AS DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO</td>
<td>Action Item</td>
<td>Tab F</td>
</tr>
<tr>
<td>30 min</td>
<td>Attorney Sawyer</td>
<td></td>
<td></td>
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<tr>
<td>Time</td>
<td>Item Description</td>
<td>Committee Location</td>
<td>Committee Members</td>
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<td>8:40</td>
<td>Second reading of Ordinance No. 13, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT</td>
<td>Public Hearing</td>
<td>Tab G Attorney Sawyer</td>
</tr>
<tr>
<td>9:00</td>
<td>Resolution No. 14, Series 2022, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, TO OPT OUT OF THE COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM (FAMLI)</td>
<td>Public Hearing</td>
<td>Tab H Administrator Layman and Treasurer Tucker</td>
</tr>
<tr>
<td>9:15</td>
<td>July 2022 Financial Report</td>
<td>Info Item</td>
<td>Tab I Treasurer Tucker</td>
</tr>
<tr>
<td>9:20</td>
<td>Administrator and Staff Comments</td>
<td>Info Item</td>
<td>Tab J Administrator Layman</td>
</tr>
<tr>
<td>9:25</td>
<td>Updates from Board / Board Comments</td>
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<tr>
<td>9:35</td>
<td>Adjournment</td>
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The next regularly scheduled meeting of the Silt Board of Trustees is Monday, September 12, 2022. Items on the agenda are approximate and intended as a guide for the Board of Trustees. “Estimated Time” is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.
The Silt Board of Trustees held their regularly scheduled meeting on Monday, August 8, 2022. Mayor Richel called the meeting to order at 7:03 p.m.

___

Roll call

Present Mayor Keith Richel
Mayor Pro-tem Kyle Knott
Trustee Justin Brintnall
Trustee Chris Classen
Trustee Samuel Flores
Trustee Derek Hanrahan
Trustee Jerry Seifert

Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Public Works Director Trey Fonner, Community Development Manager Nicole Centeno, Chief of Police Mike Kite, Planner Mark Chain, Attorney Michael Sawyer and members of the public.

___

Pledge of Allegiance and Moment of Silence

___

Public Comments – There were no public comments.

___

Consent Agenda

1. Minutes of the July 25, 2022 Board of Trustees meeting
2. Renewal of Retail Marijuana License for Rifle Remedies LLC dba Green Cross Silt

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

___

Conflicts of Interest – There were no conflicts of interest.

___

Agenda Changes – Administrator Layman stated that he would like to briefly discuss the Strategic Planning Report during staff comments. Director Fonner stated that he had comments regarding the Panoramic Subdivision.

___

First reading of Ordinance No. 13, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENEDE PLANNED UNIT DEVELOPMENT
Planner Chain provided his staff report and went over the PUD zoning for the parcel which he stated is the same zoning as what was in place previously. Applicant Doug Pratte was also present to answer any questions. There was additional discussion regarding the following:

- The prohibition of retail and cultivation of marijuana establishments
- Number of parking spaces for residential units and street/guest parking
- Short-term rentals
- Current property owner (Closing to take place once the subdivision is approved)

The public hearing was opened at 7:36 p.m. Michael Bertaux commented about the river parcel (island) adding that since it is a natural wetland, it should be given to another organization to maintain rather than held in private hands. He added that he would like to see the property protected in perpetuity. The public hearing was then closed at 7:39 p.m.

Trustee Classen made a motion to approve first reading of Ordinance No. 13, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT with the changes discussed to prohibit marijuana establishments and the changes to parking. Trustee Flores seconded the motion, and the motion carried unanimously.

Resolution No. 14, Series 2022, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, TO OPT OUT OF THE COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM (FAMLI) (continuance recommended to August 22, 2022)

Administrator Layman asked that the Board continue this item to the next meeting.

Mayor Pro-tem Knott made a motion to continue Resolution No. 14, Series 2022, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, TO OPT OUT OF THE COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM (FAMLI) until the August 22, 2022 meeting. Trustee Classen seconded the motion, and the motion carried unanimously.

Administrator & Staff Comments

Director Fonner informed the Board that the Panoramic Subdivision, which sits west of town is under an enforcement order of their drinking water. The nineteen homes within this subdivision have been told by CDPHE that they need to come up with an alternative source for water. The subdivision has approached staff to ask about the possibility of tying onto Town’s water system. Director Fonner stated that a more detailed plan would be coming before the Board soon.

Administrator Layman stated that the Board was provided with a copy of the Strategic Plan Report tonight that was prepared by Dana Hlavac with DOLA. He added that this report would be used at their budget work session next week. He stated that Mr. Hlavac would not be available on Monday but that staff and the Board would go over this plan along with a draft of
what this document boils down to. Administrator Layman asked the Board to review the plan and bring back their notes for discussion on Monday night.

Updates from Board / Board comments

The Board stated that the parks look great. A status was asked on the 9th Street asphalt project and staff stated that additional information would be coming to the Board soon. Everyone was reminded of the upcoming Heyday event as well as the Farmer’s Markets and concert this Friday. The Board thanked the Planning Commission for the joint work session and for everything that they do. Staff was asked for a status on the “shop local” campaign and the police department was thanked for their extra patrols at the dog park.

Adjournment

Mayor Pro-tem Knott made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 7:57 p.m.

Respectfully submitted,  Approved by the Board of Trustees

Sheila M. McIntyre, CMC  Keith B. Richel
Town Clerk  Mayor
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
August 22, 2022

AGENDA ITEM SUMMARY

SUBJECT: Journey Home Animal Care Center (fka Rifle Animal Shelter) fundraiser and funding support request

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Journey Home will be present to provide the Board with an update on their new facilities and to also go over the upcoming fundraiser that will be taking place on October 8 and request support from the Board.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY: Kalli Wilson

PRESENTED BY: Staff

DOCUMENTS ATTACHED: Information from JHACC regarding their services, costs and fundraising event

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

SUBMITTED BY: [Signature]

REVIEWED BY: [Signature]

Sheila M. McIntyre, Town Clerk

Jeff Layman, Town Administrator
OUR IMPACT TOGETHER IN 2021

- Adopted 1,004 animals to their forever homes
- Spayed and Neutered 680 community animals
- Took in and cared for 1,466 animals
- Transferred in 224 animals from overcrowded shelters
- Return to owner rate of 56.5%
- Vaccinated 652 community owned animals
SPAY/NEUTER PROCEDURES

Spay, Female Dog 0-30lbs  $120  
Esterilizacion, Perra

Spay, Female Dog 30-90lbs  $150  
Esterilizacion, Perra

Spay, Female Dog 90lbs & up  $180  
Esterilizacion, Perra

Neuter, Male Dog 0-30lbs  $90  
Esterilizacion, Perro

Neuter, Male Dog 30-90lbs  $110  
Esterilizacion, Perro

Neuter, Male Dog 90lbs & up  $140  
Esterilizacion, Perro

Spay, Female Cat  $75  
Esterilizacion, Gata

Neuter, Male Cat  $50  
Esterilizacion, Gato

ADDITIONAL SURGERY CHARGES

Female in heat or pregnant  $30  
Hembra en celo o embarazada

Male with undescended testicles  $30  
Macho con testiculos no descendidos

Umbilical hernia  $30  
Hernia Umbilical

VACCINATIONS/VACCUNAS

Rabies (Required)  $10  
Anti Rabica (Obligatorio)

DA2PPV  $15  
Bordetella (Kennel Cough)  $15
  Bordetella (Toz Canina)

FVRCP (Cat Vaccine Series)  $15  
FVRCP (Serie De Vacunas Para Gatos)

FVRCP/FELV (Feline Leukemia)  $30  
FVRCP/FELV (Leukemia Felina)

OTHER SERVICES/TESTS

Dewormer  $5  
Desparastante

Toenail Trim  $20  
Corte de unas

Anal Gland Expression  $10  
Expresion de glandula anal

FELV/FIV/Heartworm Test  $25  
Examen de FELV/FIV/De Gusanos Del Corazon

Heartworm Test  $25  
Examen De Gusanos Del Corazon

Flea/tick/heartworm preventative*  $15-50  
(Dependent upon size. Dosage will be determined upon service at the veterinary clinic.)
  * Heartworm preventative will only be prescribed after a negative heartworm test is received.

CALL TODAY TO SCHEDULE YOUR APPOINTMENT!  
(970)625-8808 EXT. 1009

1500 PREFONTAIN AVE. RIFLE, CO. 81650  
WWW.JHACC.ORG
LAUGH YOUR TAIL OFF 2022

SATURDAY, OCTOBER 8TH
6:00-9:30 PM
RIFE AIRPORT ATLANTIC AVIATION HANGAR

COMEDY SHOW PERFORMED BY:

GEOFF TICE
B.T.

PURCHASE INDIVIDUAL TICKETS HERE:

PRESENTING SPONSORS:

FOR CORPORATE TABLE SPONSORSHIPS, CONTACT KALLI
KALLI@JHACC.ORG
(970)625-8808

BAR & MEAL PROVIDED BY:

Miner’s Claim
Silt, Colorado
Laugh Your Tail Off

JOURNEY HOME ANIMAL CARE CENTER PRESENTS:

OCTOBER 8TH 2022

PRESENTING SPONSOR
- EXCLUSIVE EVENT TITLE SPONSOR
- EXCLUSIVE EVENT SIGNAGE
- STAGE MENTION
- STAGE SIGNAGE
- WEBSITE LOGO PLACEMENT
- 6 EXCLUSIVE LOGO RECOGNITIONS AT EVENT
- 2 STANDING BANNERS AT ENTRANCE TO EVENT
- COMMERCIAL INTEGRATED INTO EVENT (BUSINESS MUST PROVIDE THE COMMERCIAL)
- TABLE OF 8 WITH PREMIER SEATING
- PRESS RELEASE
- E-NEWSLETTER MENTION
- VIP PARKING WITH SIGNAGE RECOGNITION
- LARGE LOGO PROJECTION ON WALL IN VENUE

PREMIER SPONSOR
- EXCLUSIVE EVENT SIGNAGE
- STAGE SIGNAGE
- 4 EXCLUSIVE LOGO RECOGNITIONS AT EVENT
- 1 STANDING BANNER AT ENTRANCE TO EVENT
- COMMERCIAL INTEGRATED INTO EVENT (BUSINESS MUST PROVIDE THE COMMERCIAL)
- TABLE OF 8 WITH PREMIER SEATING
- E-NEWSLETTER MENTION
- VIP PARKING WITH SIGNAGE RECOGNITION
- PRESS RELEASE
- LARGE LOGO PROJECTION ON WALL IN VENUE

GOLD SPONSOR
- LOGO ON COCKTAIL NAPKINS
- LOGO ON TABLE CARD
- 3 EXCLUSIVE LOGO RECOGNITIONS AT EVENT
- 1 STANDING BANNER AT ENTRANCE TO EVENT
- TABLE OF 8 AT THE EVENT
- PRESS RELEASE
- E-NEWSLETTER MENTION

SILVER SPONSOR
- LOGO ON TABLE CARD
- PRESS RELEASE
- E-NEWSLETTER MENTION
- TABLE OF 6 AT THE EVENT (OPTION TO ADD 2 SEATS)
- 1 EXCLUSIVE LOGO RECOGNITION AT EVENT

CLASSIC SPONSOR
- LOGO ON TABLE CARD
- E-NEWSLETTER MENTION
- TABLE OF 6 AT THE EVENT
- OPTION TO ADD 2 ADDITIONAL SEATS

JOURNEY HOME ANIMAL CARE CENTER (FORMERLY RIFLE ANIMAL SHELTER) TAKES IN AND CARES FOR NEARLY 1,600 ANIMALS ANNUALLY. IN 2021, RAS WAS ABLE TO SPAY/NEUTER NEARLY 1,500 ANIMALS AND VACCINATE OVER 1,200. BY ATTENDING THIS FUNDRAISING EVENT, YOU MAKE THESE LIFE CHANGING MOMENTS POSSIBLE FOR ALL OF THESE PETS AND THEIR PEOPLE!

JHACC IS A 501(C)3 NON-PROFIT AND YOUR SPONSORSHIP IS TAX DEDUCTIBLE.

MAIL SPONSORSHIPS TO:
JOURNEY HOME ANIMAL CARE CENTER
ATTN: KALLI WILSON
1500 PREFONTAINE AVE
RIFLE CO. 81650

QUESTIONS? CALL OR E-MAIL
(970)625-8808 EXT. 1013
KALLI@JHACC.ORG

JHACC IS A 501(C)3 NON-PROFIT AND YOUR SPONSORSHIP IS TAX DEDUCTIBLE.
Rifle Animal Shelter operated under the auspices of the City of Rifle for the past 20 years. While operating under the City of Rifle, our facility mainly cared for dogs that were picked up running at large in the city. We were very limited on the number of cats we could care for by City Council’s regulations.

The City worked very closely with Garfield County Animal Welfare Foundation, Inc., also known as Friends of the Rifle Animal Shelter (FRAS), to care for the overflow of cats and kittens. FRAS is a 501 © (3) non-profit corporation formed in 1999 to help rebuild the Rifle Animal Shelter. The Rifle Animal Shelter, over 30 years old in 1999, was on the verge of being shut down. The shelter was renovated in just six months with donated labor and materials. Once the shelter was renovated, FRAS’s next goal was to spay/neuter and provide medical care for every animal coming into the shelter. In 2002, FRAS expanded its program to include financial assistance into the western Garfield County community to help people spay/neuter their pets. Together, FRAS and the Rifle Animal Shelter were able to provide a safe haven for animals until they were returned to their owners or adopted into safe and loving forever homes.

After 14 years of both organizations working closely together to make a difference in the lives of animals and our community, it was decided FRAS would enter into a contract with the city to take over operations of Rifle Animal Shelter. On January 1st, 2012, FRAS took over operations and management. This transition allowed Rifle Animal Shelter to grow as an organization and increase the number of animals, especially cats, our shelter could take-in, care for and adopt out.

In 2016, it was determined that our organization and goals were both outgrowing our current facility. We began the tremendous journey of a capital campaign to build an entirely new facility. This process included seeking expert help with designing the facility, monetary support from foundations, individuals, businesses and municipalities and so much more!

In 2021, after years of working through a capital campaign, designing a new facility and delays due to the COVID 19 pandemic, Journey Home Animal Care Center was created and completed. In December 2021, Rifle Animal Shelter animals and staff moved over to the JHACC facility and began operations at 1500 Prefontaine Avenue.
What we do

Low cost spay/neuter/vaccines

JHACC believes in affordable pet care for all. Currently, our organization offers low cost spay/neuter/vaccines for community owned animals and encourages people who adopt to utilize our services. This is possible through donors, grant funding and fundraising events.

Adoption

Adoptions happen every single day at JHACC. Each year we take in and care for nearly 1500 animals. Adoption is a reasonable price because we believe that the best homes aren't the most wealthy homes, but the homes with the most heart.

Humane Education

Educating our youth on proper animal care and support is crucial to the future. JHACC has significantly expanded humane education to further reach future generations of animal lovers.

Rehoming

Everyone goes through unprecedented times, challenging times that they never may have envisioned. JHACC is here to help. If an animal needs to be rehomed, if JHACC cannot take the animal right away, we offer a courtesy post on social media to share the animal as long as it is fully vaccinated and spayed/neutered.
What’s new in 2022
What's new in 2022

- New facility, new capabilities
- Behavior Grant
- Youth Summer Camp
- Junior Volunteer Program
- 30 on Thursday
- Free Rabies Vaccine Promotion
- Staff growth
- Veterinary Partner Growth
Looking into the future

- Behavior program growth
- Growth in community outreach
- Staff growth
- Volunteer program growth
- Community collaborations
- Radiology unit
- Veterinary partner growth
Questions?

Thank you for your time, support of our mission and for your generosity! It has been an honor and a pleasure.
LAUGH YOUR TAIL OFF
RESOLUTION NO. 15
SERIES OF 2022

A RESOLUTION APPROVING THE SPECIAL USE PERMIT TO ALLOW FOR A BREWERY AND ASSOCIATED BOTTLING/PACKAGING FACILITY AT UNIT 4, 401 MAIN STREET, WITHIN THE TOWN OF SILT, COLORADO

WHEREAS, All in Brewing LLC submitted an application for a special use permit (“Application”) on or about July, 5, 2022 requesting that they be allowed to convert Unit 4, 401 Main Street of the Silt Building LLC Condominium Map recorded at Reception # 630248, portions of the parking and circulation area adjacent to the Main Street right-of-way and a patio in the rear of the building into a small batch brewery in the B-2 Zone District, within the Town of Silt, Colorado (“Town”); and

WHEREAS, Town staff processed the Application and forwarded the Application as well as staff comments about the Application and various memoranda to the Town Planning and Zoning Commission (“Commission”); and

WHEREAS, the Commission reviewed and discussed the Application at its regular meeting on August 2, 2022; and

WHEREAS, the Commission recommended to the Board of Trustees (“Board”) that the request be granted and that a special use permit be issued with conditions as stated in the staff report; and

WHEREAS, the Board held a public hearing concerning the approval of the Application and special use permit at the Board’s regularly scheduled meeting on August 22, 2022; and

WHEREAS, upon proper consideration and review of the Applicants Special Use Permit request, the Board has determined that the Special Use Permit is in the best interests of the Town and its residents; and

WHEREAS, upon proper consideration there is a finding that it is reasonable to approve a portion of the building and associated adjacent area as a brewery and associated seating area at this particular site (Unit 4, 401 Main Street); and

WHEREAS, the Board finds that the requirements of Silt Municipal Code Chapters 17.78 and other sections have been met substantially by the Applicant and that the special use permit for a brewery and associated bottling/packing should be approved.
NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF
THE TOWN OF SILT, COLORADO, THAT the Special Use Permit for a brewery
and associated uses for All In Brewing LLC is hereby granted for Unit 4, 401
Main St. within the Town of Silt, Colorado (“Town”) subject to the following
conditions:

1) That all statements and representations made by the Applicants both in the
application and in meetings before the Planning and Zoning Commission and
the Board of Trustees, be considered conditions of approval, unless modified
in any subsequent conditions.

2) That the applicant obtain all necessary liquor license requirements from the
State of Colorado and provide evidence of these approvals to the Town Clerk.

3) That the applicant obtain a building permit for all improvements within the
structure as well as for any improvements for an outside patio.

4) That the applicant notify the Town Department of Community Development
on any proposed changes over time and/or expansion of activities within the
building or anywhere else on the premises including areas for outside liquor
consumption such as a patio.

5) That the Applicant/Owner coordinate with the Public Works Director as part of
the building permit process and make appropriate arrangements to mitigate
any potential wastewater issues related to spoiled brewing affluent and/or
other items that could adversely impact the town’s wastewater treatment
system.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of
the Board of Trustees of the Town of Silt, Colorado held on the 22nd day of
August, 2022.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC
Background

Before you tonight is a request from All In Brewing, LLC for a Special Use Permit to establish a brewery in the Town’s B-2 zone district. Special use permits are issued by the Board after a decision is made and a draft resolution adopted at a public hearing. This is a scheduled public hearing. The planning commission reviews applications for Special Use Permits and makes recommendation to the Board of Trustees. The Board is the final decision-making body.

*Note: The Town approved a special use permit for All In Brewing LLC for a small batch brewery in the fall of 2021 for 701 Main St. All In Brewing and the property owner had some disagreements and All In Brewing has chosen to look for new locational opportunities in the town.*
Breweries and bottling facilities are allowed by special use permit. Procedures for reviewing a Permit are outlined in Chapter 17.78 of the Silt Municipal Code. Currently the applicant has made an application to the state for the appropriate license to operate a small batch brewery. No local liquor license is required.

The Planning Commission review this application at their August 2 meeting. The action taken is noted at the end of the staff report.

I. Description of Request

All in brewing LLC proposes to open a small batch brewery at 401 Main St. Their operating plan is included in the application. They are leasing one of the 10 spaces in a large condominimized building at the west end of town south of Main Street. The inside portion is approximately 3200 ft.² in size. They intend to have an outside patio on the south side of the building in a defined area basically 40 feet by 30 feet though the licensed outside area would be slightly smaller. They also intend to have a food truck serving food which will be either their food truck or a local food truck. There was a Site Plan Review as a separate, companion application for the food truck which was handled as a Site Plan Review application and a separate agenda item at the Planning Commissions August 2 meeting. It was approved by the commission.

Applicant intends to operate 5 - 7 days a week. In the beginning they look at their tasting room operating 4 to 5 days a week as they experiment with the right amount of product and staff. The operation plan calls for closing at either 9 PM or 10 PM. They will be only serving beer brewed on site and there'll be no hard liquor sold. There will be “beer to go”.

II. The Property

The property is approximately 1.5 acres in size and is located south of Main Street between 3rd Street on the west and 5th Street on the east (4th Street does not run south of Main Street in this area). The building itself is slightly over 25,000 ft.² in size and was built in 1974. The structure was built before zoning and other subdivision regulations existed in the Town. It is an industrial/warehouse type of building and presently houses a marble fabricator, a garage door company, the ATV repair and service facility at 5th and Main as well as other tenants.

The property was condominimized in 2002 into 10 units. That application was made by a previous landowner. Property owner installed the sidewalk, concrete access driving surfaces and parking areas. A new sewer service line was installed. The present or previous property owner also was required to put the doorways on the north side of the building in an effort to try to provide Western type feel for the area as has been suggested by the town along Main Street in this area. There was also landscaping installed along the south side of Main Street but it was reported to me that that was poisoned and all trees and shrubbery was destroyed.
The property is bounded by the railroad in the south and Front Street does not extend to this area. Basically, this is the west end of what was formally a more industrial and warehouse area of the town.

III. Comprehensive Plan General Policies and Goals—Designated Urban Growth Areas

Downtown

The Comprehensive Plan as amended in 2017 designates this parcel with a Downtown Land Use Designation. The description of this Designation indicates that properties with this Land Use Designation are clearly expected to be the town’s retail commercial core with attractive storefronts. This particular use fits in very well with the Downtown Land Use Designation. Eventually, it is hoped that downtown improvements including wider sidewalks, planters, street art etc. are eventually completed within a 16-block area from 16 Street to 1st Street. The buildings in this particular area in general are more Industrial in nature than what the comprehensive plans envisions at the present time. I see this big block as well as the area long Front Street as being semi-warehouse/industrial with the combination of office and retail over time – similar to what RINO used to be in Denver

IV. Pertinent Silt Municipal Code - B-1 (General Business) Zone District

17.13.020 Schedule of uses.

<table>
<thead>
<tr>
<th>Type of Use Requested</th>
<th>B-1 Zone District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brewery and bottling facilities</td>
<td>Special Use Permit</td>
</tr>
</tbody>
</table>

(Comment: As noted previously, breweries are noted as a special use. Food service is an allowed use by right in the B-2 zone District).

17.78.010 Special use.

A special use is granted by a special use permit which is defined at Section 17.08.550. A special use may or may not be appropriate and may or may not be allowed by the board, in its discretion in a particular zone district.

17.78.020 When allowed.

Special uses may be permitted only upon prior approval of the board. The Board shall first receive and consider recommendations from the planning and zoning commission and town administration and shall conduct a public hearing.

17.78.030 Review Criteria for Planning Commission Decisions

Criteria for review of Special Use Applications are:
A. Compliance of the application with this code;
   (Comment: Application is in general conformance with Chapter 17.78 Special Use Permits)
B. Compatibility of the proposal with the character of the surrounding area;
   (Comment: This proposal is in general compatibility with the
   surrounding area. And this particular use can fit in well in this
   eclectic area which includes service businesses, fabrication, some
   retail etc. If successful, it may even bring additional requests to
   continue to provide Main Street style improvements on the south
   side of the right-of-way.

C. Desirability and need for the proposed use;
   (Comment: this use is appropriate and desirable for the downtown
   area and this part of town).

D. Encouragement of the most appropriate use of land throughout town;
   (Comment: This land use and density is appropriate for the specific
   location.)

E. Potential for adverse environmental influences that might result from the
   proposed use;
   (Comment: There appears to be no indication that adverse
   environmental influences could appear from the proposed use.)

E. Compatibility of the proposed use with the comprehensive plan; and
   (Comment: the proposal is compatible with the Comprehensive Plan
   as noted in the previous section.

F. Adequate provision for ingress and egress of vehicular and other traffic;
   parking, servicing and loading/unloading; refuse and service areas; utilities;
   screening and buffering; signage; yards and open space; and any other items
   determined necessary or appropriate by the board.

Discussion/comments below:

1. Ingress and egress of the particular business and other traffic.
   Access to the site would be from 3rd Street.

2. Parking.
   - All land uses shall provide off street parking as required
     by the town’s off-street parking regulations (chapter
     17.52) with the exception that 17.52.020 G allows uses in
     the downtown commercial district to count on street
     parking immediately adjacent to the parcel. There is
     plenty of parking on this property because it is relatively
     large and there are no other retail uses at least at this end
     of the building. It may need to be organized but there is
     plenty of room as one can see on the proposed site plan.

   - Parking standards related to the Silt Municipal Code
     would fall under the terminology “restaurants and
     taverns”. The park standard for this use is one parking
     space per 200 ft.² of area. There is more than enough
parking for this use and even a significant expansion in the area.

3. Utilities. It appears that there would be no adverse impact to utilities and we would guess that present utilities are sized for the proposed business occupancy.

4. Miscellaneous.
   - There do not appear to be any unusual need for buffering or screening.

17.78.040 Application – Public Hearing – Enforceability

A. A person desiring a special use permit shall submit a written application on a form supplied by the town. The application shall address all review criteria. The town administration shall review the application and refer the same, with recommendations, to the planning and zoning commission. The planning and zoning commission shall consider the application at a regular meeting. The planning and zoning commission shall cause the application to be referred to the Board, with the town administration’s recommendations and the recommendations of the planning and zoning commission.

B. A public hearing shall be held by the Board after notifying adjoining property owners of the subject property and after posting notice of such hearing at least fifteen days prior to such hearing in a public place in the community.

C. Following the hearing, the Board shall issue its decision on the application. The board may grant, deny, or grant with terms and conditions the application. On any grant of special use permit, the board may impose terms, conditions, limitations, restrictions and requirements as the board deems necessary, advisable or convenient. With any such grant, the board shall include specific provisions to assure the town’s enforceability of the special use permit provisions and the applicant’s continuing compliance with all of its terms, conditions, limitations, restrictions and requirements. (Ord. 12, Series of 1984 § 8 (part)).

D. The applicant for special use permit or any other action under this chapter shall be responsible for all fees and charges incurred by the town in connection with such application, including, but not limited to, legal fees, planning fees, engineering fees, and filing or recording fees. In addition, the applicant shall submit a fifteen percent administrative fee based on the total of all consultant charges for the review of the special use permit application.

V. Staff’s General Reaction

I find this to be an interesting application. It is often difficult to have people envision a beverage place such as this in a larger warehouse and semi-industrial area. I think this can bring a different type of vitality to that part of Silt and expand the downtown area. If this was a new building and subject to Site Plan Review for its entire construction we
would probably have additional conditions. My goal is to have a new type of establishment like this get established and help provide additional tax dollars to the town. Many places in the Roaring Fork and Colorado River Valleys would like to have such a use that brings the general public into these transitional areas and provide more foot and vehicular traffic. (Messy vitality)

A. **Staff Findings and Conclusions**

Staff finds the following:

- The application meets the provisions of the Comprehensive Plan
- The application generally meets the review criteria for a Special Use Permit.

VI. **Planner Recommendation:**

Staff recommends approval of the Special Use Permit for All in Brewing LLC at the proposed location with the following conditions:

1) That all statements made by the applicant both in the application and in any meetings before the Planning and Zoning Commission be considered conditions of approval, unless modified in any subsequent conditions.

2) That the applicant obtain all necessary liquor license requirements from the State of Colorado and provide evidence of these approvals to the Town Clerk.

3) That the applicant obtain a building permit for all improvements within the structure as well as for any improvements for an outside patio.

4) That the applicant notify the Town Department of Community Development on any proposed changes over time and/or expansion of activities within the building or anywhere else on the premises including areas for outside liquor consumption such as a patio.

5) That the Applicant/Owner coordinate with the Public Works Director as part of the building permit process and make appropriate arrangements to mitigate any potential wastewater issues related to spoiled brewing affluent and/or other items that could adversely impact the town’s wastewater treatment system.

VII. **Planning Commission Action**

The Commission the public hearing on April 2nd. They unanimously recommend the board approve the Special Use Permit with the conditions noted above.

**Recommended Motion:** I move to approve the Special Use Permit for All in Brewing LLC dba Brew Zone Silt with the conditions noted above *(Note: the Board should add any necessary conditions brought up during the discussion and public hearing).*
All in Brewing LLC  
DBA “Brew Zone Silt”  
401 Main St Suite “B”  
Silt, CO 81652  

6/17/2022

Re: Letter of Intended construction / alterations

To all concerned, please except this letter of intent for the land use of 401 Main Street Silt, CO.

The intention is to bring our small batch micro-brewery to silt that we hope will add some social activity for the people of silt as well as the added revenue for the town. Craft breweries always have the potential to attract craft beer enthusiast’s and tourist from all over.

Brew zone is a true small batch brewery with a construction themed tasting room. We are very excited to bring this small, blue-collar brewery to the hardworking town of Silt and look forward to growing together with the people and businesses of silt.

The new brewery will have a full-time food truck whether it be ours or a local favorite. This is not only to satisfy Colorado beverage law but we believe craft food goes with craft beer.

We do not feel there will be any negative impacts from having this business here in silt as outlined above. Our hours will be such that we feel traffic will not be any worse than it is now, and tourist traffic brings tourist dollars.

Being such a small batch brewery, we do not use even a small fraction of the water that big brewers do and we never waste water. We are very environmentally conscience, we conserve water, use re-fillable growlers for most of our take out and packaging will only be cans. Even in our décor and seating all of it is re-purposed construction materials.

We look forward to working closely with the town, fire and police departments and will welcome any discussion with them on their concerns about public safety regarding security and hours of operation.

A camera system will be installed inside and out as well we are considering a 24 hr monitored safety and fire alarm system.

Thank you,

Richard Lynch
ALL IN-BREWING LLC

DBA “BREWZONE SILT”

Owners / Operators

Richard Lynch
Hong Xu

June 17, 2022

operating plan as follows:

All in Brewing LLC has recently made an agreement to lease a 3200 square foot section of 401 main street silt. Property is B-2 commercially zoned. After months of searching for the perfect property while trying to remain in Silt, we feel this property is the most suited for the brewery and the town. The property boasts plenty of private parking, great interior space as well as a south facing patio area while maintaining both the “industrial” feel of the brewery and the “western” feel of Silt as well.

We are a small Batch, owner operated brewery boasting many different styles of “Home brew” style beer. Small batch allows for us to experiment on recipes, offer many more styles and eliminates waste and conserving water compared to larger breweries. This concept will not change.

All in brewing will also be serving up Pennsylvania style foods including authentic philly cheesesteaks, beer brats, perogies and more in our brand new “Brew zone” food trailer that will be permanently parked on site alongside the patio.

We will also be encouraging other local food trucks to come showcase their menus on designated days which we feel is important to maintain the multiple styles of recipes to go along with our brews.
On the patio there will be some type of shade whether it is a tent, umbrellas or a trellis to escape the sun as well as gas heaters in the winter so customers can enjoy the outdoors in the winter months.

The Brewery and food truck will meet all federal, state and county requirements while in operation. We have completed the state and federal licensing and for the sake of moving locations, these requirements will remain in place as follows:

The Brew kettles are 55 Gallons in capacity and mash tuns will be 25 gallons each in size and never larger than 60 gallons. (1 to 2 Barrel)

The fermenters will be 60 Gallon plastic(2bbl) and stainless steel with a brite tank that is 2bbl in size and located in the walk-in cooler.

The brewing area and tasting room will be separated by a 3’ steel safety railing and no guest will be permitted in the brewing area.

All in brewing will be licensed as a Colorado Brewery and will be owner operated.

Once the license is secured, we will commence brewing and will not open the tasting room until we have a minimum of 7 barrels ready to be taxed and served with a maximum of 17 barrels per month brewed and served.

We will also offer (re-fillable) growler and/or canned beer as “take – out” or “to - go” as well.

Business will also have state wholesale licensing for sales to outside vendors, bars and liquor stores.

Building will be secured with 24-hour video cameras inside and outside the entire building.

The brewing method as described above will include manual transfer of beer from fermenter to keg or bottles with the use of a pump and gravity fed. The kegs will be 5 to 15 gallon in size and will be stored in 10’x 8’ walk In cooler with taps either mounted directly on the walk in cooler or served from refrigerators
with tap tower mounted directly to top of refrigerator. Beer will be dispensed directly from refrigerators and from the side of the walk-in cooler.

Only licensed beverages will be served and does not include spirits or any Alcohol over 16%.

The brewery will operate 5 – 7 days a week. In the beginning the tasting room will be open 5 days a week until we have the right amount of product and staff to accommodate being open 7 days a week. The brewery will have “last call” as well any music will end at 9 P.M. and never later than 10 P.M.

Sincerely,

All In Brewing LLC

[Signature]

Richard Lynch

Hong Xu
Town of Silt Community Development
231 N. 7th Street, Silt Colorado 81652; (970)876-2353 ext. 108

Land Use Application Form

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

Project Name: **ALL in Brewing LLC, "Brewzone Silt"**

Project Description / Property Information:
Address: 401 Main St. Silt, CO 81652  Parcel ID Number: 217910227011

Legal Description (attach additional sheets if necessary):
Common Area Subdivision: Silt Build LLC Commons

Access to Property: **3rd Street from Main Street**

Acreage or Square Footage: **57,100 sq ft**  Existing Land Use Designation: **Commercial**

Proposed Land Use Designation: **Commercial**

Existing Zoning: **B-2**  Proposed Zoning: **B-2 Special Use**

Proposed Use / Intensity of Use: **Brewery Manufacturing, tasting room, patio & food truck**

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

STAFF USE ONLY

Pre-app conference: ________________ (date)  Application received: ________________ (date)
Application complete: ________________ (date)  File Number: ________________
Fees: ________________ (date)  Referrals Sent: ________________ (date)
Deposits: ________________ (date)  PZC approval: ________________ (date)
Paid: ________________ (date)  BOT approval: ________________ (date)
**Property Owner(s):** Name: Kolbe, Joseph  
Phone: 970-948-5427  
Company: Jilt Building, LLC  
Fax:  
Address: 1750 County Rd 189 Glenwood Springs, CO 81601  
Authorized Rep.: Name: Richard Lynch  
Phone: 303-910-9053  
Company: All M Brewing LLC  
Fax:  
Address: 184 W 26th St. Rifle CO 81650  
**Engineer/Designer:** Name: Pan Snyder / Designs  
Phone: 970-366-0389  
Company: PSP Designs  
Fax:  
Address: 512 Lake Court Basalt CO 81621  
**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.

Richard Lynch
Name (printed)

184 W 26th St. Rifle CO 81650
Address

303-910-9053
Phone

Fax

Signature

CA DL # CA Y6984504
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.*
LAND USE ACTIVITY IMPACT STATEMENT

Name of Applicant: All in Being LLC

Date: 6/17/2022

Location of Property: 401(N) Main St, Silt CO 81652

Land Use Request: B-2 (Special Use) Brewery with tasting room, patio & food truck

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

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

2. Is your request compatible with the Silt Comprehensive Plan? Yes/No

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

3. Explain how your request is compatible with the immediate area surrounding the site. Just on the outside of downtown, brewery will be very accessible and will draw people to this end of town.

4. How is your request desirable for the Town of Silt?

Provides a diverse walk-up, bike-up, or drive-in, Home Brewery to complement the other restaurants & businesses downtown.

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

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

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

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

This Location Provides Great Private Parking Just off Elm Street & will Be a Big Plus for Downtown Growth!!
670 LLC
670 FRONT STREET
SILT CO 81652

BACK, DARYL JR & CAROLINE J
521 MAIN STREET
SILT CO 81652

CHENOWETH, JOHN JAMES & KIMBERLY
6411 COUNTY ROAD 214
NEW CASTLE CO 81647-9766

COLORADO RIVER FIRE PROTECTION DIST.
1850 RAILROAD AVENUE
RIFLE CO 81650

GARCIA, ANGEL C & BERTHA E
159 RIVERBOAT DRIVE
NEW CASTLE CO 81647

M&M VENTURES INC.
1435 AIRPORT ROAD
RIFLE CO 81650

SCHLEIN, MARTIN I & ELLISON, SUSAN J
4474 COUNTY ROAD 100
CARBONDALE CO 816238809

STRONG, KENT A & KATHY LYNN
PO BOX 210
SILT CO 816520210

WIGHT, DOUGLAS J
PO BOX 453
SILT CO 81652

WIGHT, DOUGLAS JAMES
PO BOX 453
SILT CO 81652
PUBLIC NOTICE

You are hereby notified that the town of Silt planning and zoning commission/board of trustees will conduct a public hearing to consider the following application. The public hearing will be held on 7:00p.m. in council chambers at Silt Town Hall, 231 N. 7th Street.

APPLICANT: All in Brewing LLC, Doing Business as “Brew zone Silt”

APPLICATION REQUEST: To open a Micro-Brewery with tasting room and outdoor seating

LEGAL DESCRIPTION: section: 10 township:6 range:92desc common area subdivision

COMMON DESCRIPTION: 401 Main Street Silt, between 3rd street and 5th street

For more information contact the town of silt community development department at PO Box 70, 231 N. 7th Street or call 970-876-2353.

Please provide Name of the applicant and other notice information when asking department about this notice.
Property Owner Affidavit

I, Joseph W. Kolbe, 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)

Name (printed)

Joseph W. Kolbe

Address

1760 County Rd. 109, Golden, CO 80401

Phone

970-963-6424

Fax

Signature

Type of Identification

Colorado Driver License

County of Garfield

State of Colorado

Sworn to and subscribed before me this 30th day of June, 2022

By Joseph W. Kolbe

(name printed)

Witness my hand and official seal.

Rosana Garcia

Notary Public

TOWN OF SILT, PROOF OF PUBLIC NOTICE AND CERTIFICATE OF MAILING

Project: ____________________________________________

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

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

Attached are:

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

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

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

[Signature]

Name of Applicant (printed)


Sworn to and subscribed before me this 13th day of April, 2022

[Signature]

Name (printed)

Witness my hand and official seal.

Notary Public

My Commission Expires: ____________________________________________

[Notary Public Seal]

[Notary Public ID Information]

[Received Date]
COMMERCIAL LEASE

THIS LEASE ("Lease") dated _______ June 2022 ("Effective Date"), is made by and between Tres, Ltd., a Colorado Corporation ("Landlord") and ALL in BREWING, LLC a California LLC ("Tenant").

IN CONSIDERATION of the premises, the mutual covenants, promises and agreements herein contained, and each and every act to be performed hereunder by them, Landlord and Tenant enter into the following Lease.

TO HAVE AND TO HOLD the Leased Premises for the term and at the rental hereinafter provided and upon the conditions and agreements hereinafter set forth.

1. LEASE AREA.

(a) Property. The Property shall mean all land, buildings, premises, parking area and other improvements which are located on that real property legally described as:

Silt Building Condominiums as described on the Final Plat recorded with the Clerk and recorder, Garfield County, including Unit 1, Unit 2, Unit 3A, Unit 3B, Unit 4, Unit 5A, Unit 5B, Unit 6, Unit 7, and Unit 8 and all common areas appertaining thereto and located at 401 Main Street, Silt, Colorado 81652, County of Garfield, State of Colorado, and is depicted on the Site Plan attached as Exhibit "A" to this Lease, together with any improvements, right-of-way, easements and any other rights, if any, appurtenant thereto (collectively "Property").

(b) Building. The building shall mean the buildings located on the Property and having a street address of 401 Main Street, Silt, Colorado 81652, County of Garfield, State of Colorado, in which the Premises is located as illustrated on Exhibit "A", containing approximately 27,387 square feet total, together with any improvements, right-of-way, easements and any other rights, if any, appurtenant thereto (collectively "Building").

(c) Leased Premises. The Leased Premises shall mean and as defined herein and upon the terms and conditions set forth in this Lease, and Landlord and Tenant agree for the purpose of this Lease the area of the Lease Premises shall be approximately 3,100 square feet of space (the "Premises"), commonly known as Unit 4, 401 Main Street, Silt, Colorado 81652, together with any improvements, right-of-way, easements and any other rights, if any, appurtenant thereto (collectively "Premises").

2. LEASE TERM AND RENT.

(a) Lease Term. The term of this Lease shall begin 15 August 2022 (the Rent "Commencement Date") and shall extend through 31 July 2027 unless terminated sooner as provided herein (the "Termination Date"). The Lease Term shall begin at twelve o’clock noon on the Rent Commencement Date and shall terminate at twelve o’clock noon on the last day of the last calendar month of the Lease Term, unless early terminated. The parties hereto acknowledge that all provisions of this Lease other than those relating to the payment of Rent, as defined herein, apply prior to the Lease
(u) **Locks and Keys.** Landlord, at Landlords expense, will have all of the door locks to the Premises re-keyed on or before the Rent Commencement date. All of the Premises door locks will be keyed to a master key which the Landlord will retain. Tenant will not have the right to change and/or re-key any door locks to the Premises during the lease term (or any extension thereof) without Landlords prior written consent, which consent will not be unreasonable withheld. In the event Tenant receives consent to change and/or re-key the door locks to the Premises, Tenant, at Tenants sole cost and expense, will be required to use a Licensed Certified Locksmith and will have the door locks changed and/or re-keyed to conform to Landlords master key.

(v) **Arbitration.** If any claims, controversy, or dispute which arises out of this Agreement between the parties (“Dispute”) cannot be settled through negotiation, then any Dispute shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law under the then current rules of the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Secs 1-15 shall govern the arbitrability of all Disputes. The arbitrator shall not have the authority to award punitive damages. The arbitrator’s award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney’s fees and shall share equally in the fees and expenses of the arbitrator. The arbitration shall occur in the AAA regional office located in the City and County of Denver, Colorado.

(w) **Facsimile Transmittals.** The parties agree that a facsimile transmittal of this Lease shall be considered as an originally executed document and shall be binding upon the parties hereto. The parties further agree that the exact, originally executed Lease which was transmitted by facsimile shall be delivered to the appropriate party via U.S. Mail, messenger, or other acceptable delivery service, as stated herein, within seven (7) calendar days from the date of said facsimile transmittal.

(x) **Acceptance and Counterparts.** A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Lease between the parties.

**IN WITNESS WHEREOF,** Landlord and Tenant have executed this Lease as dated herein below.

**LANDLORD:**

Tres, Ltd. 

a Colorado Corporation

by and through their Agent, Joseph W. Kolbe

By: [Signature]

Printed Name: Joseph W. Kolbe, Agent

Title: Vice President and Agent

Date: 1 July 2022

**TENANT:**

ALL in Brewing, LLC

a California Limited Liability Company

By: [Signature]

Printed Name: Mr. Richard Lynch

Title: Owner and President

Date: 6/23/2022

EXHIBIT “A”
Legal Description

The Real Property located at Blocks 9 and 10, including that vacated alley and all of vacated 4th Street lying south of Main Street, all in the Town of Silt, Garfield County, Colorado according to Ordinance No. 69 recorded November 3, 1972 in Book 438 at Page 290 as Reception No. 25607 and the west 20 feet of the 5th Street right-of-way south of Main Street as vacated, according to Ordinance No. 29 series of 2001, recorded January 10, 2002 in Book 1319 at Page 830 as Reception No. 595486, containing 2.278 acres more or less.

All Real Property known as Silt Building Condominiums as described on the File Plat recorded on June 24, 2003 as Reception No. 630248 and the Condominium Declaration filed and recorded as Reception No. 630247 and all common areas appertaining thereto.

ADDENDUM

This is a Five Year Lease, With possible rate increases every year. Rate increases will be limited to Four Percent of the then base monthly rental rate or the “CPI” at that moment, whichever is higher plus the proportionate share of increases in the Real Estate Taxes and Insurance costs of Landlord. This possible increase will occur on 1 August 2023, 1 August 2024, 1 August 2025, 1 August 2026 and 1 August 2027 and be the monthly rate for the 12 payments of that Lease Year.

The First Term is only 11.5 Months and therefore only $46,000.00 for the year and only $2,000.00 for the time period 15 August 2022 through 30 August 2022.

Full term payments will amount to $238,000.00, Two Hundred Thirty Eight Thousand Dollars at a minimum.

Joe Kolbe and Tom Dudley shall each be given samples daily if they desire a sample for medicinal needs.

For this lease tenant requires Approval to complete the following alterations to the space: All work to be completed by licensed professionals approved by landlord. All in movable elements.

1. Install clear garage door
2..install floor drains in bathtub
3. Run concrete for equipment
4. Sign in front of above roof

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5. Until all the covenants and conditions of said Lease on the Tenant's part to be performed and observed are fully performed and observed, the Guarantor: (a) shall have no right of subrogation against the Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor hereunder; (b) waives any right to enforce any remedy which the Guarantor now or hereafter shall have against the Tenant by reason of any one or more payment or acts of performance in compliance with the obligations of the Guarantor hereunder; and, (c) subordinate any liability or indebtedness of the Tenant now or hereafter held by the Guarantor to the obligations of the Tenant to the Landlord under said Lease.

6. The Guarantor expressly waives all right to receive notices of default by the Tenant in the performance or observance of any of the terms of the Lease, including, but not limited to, payment of rent, common area maintenance, or other charges (including reasonable attorney's fees and costs) owed by the Tenant under the terms of the Lease, and waives all right to receive demand to perform any obligations of the terms of the Lease which the Tenant has failed to perform or observe. Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees and costs that may be incurred by Landlord in the enforcement of this Guarantee.

7. This Guarantee shall apply to the said lease, any extension or renewal thereof, and to any holdover term following the lease term granted or any extension or renewal thereof.

8. This instrument may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by the Guarantor and the Landlord.

The Guarantor has executed this Guarantee of Lease July 2022.

GUARANTOR: By

Print Name: Richard D. Lynch

HOME ADDRESS (no P.O. Boxes): 184 W 26th ST. FTP 60816520

TELEPHONE: (303) 916-9063 (HOME) ( ) (CELL)
( ) (OFFICE) Social Security No. 145-66-9000

Drivers License No. CE Y984950

Email ADDRESS: AllinBayley@gmail.com

GUARANTOR: By

Print Name:

HOME ADDRESS (no P.O. Boxes): 

TELEPHONE: ( ) (HOME) ( ) (CELL)
( ) (OFFICE) Social Security No. 
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
August 22, 2022

AGENDA ITEM SUMMARY

SUBJECT: Continued first reading of Ordinance No. 11, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTER 12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT (staff requests a continuance to September 12, 2022)

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: More information has become available that staff would like to review before bringing this item to the Board. We ask that you continue this item to the September 12 agenda so that you can be provided with the best information available.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY: Attorney Denkinger

PRESENTED BY: Staff

DOCUMENTS ATTACHED: Ordinance No. 11, Series 2022

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

SUBMITTED BY:     REVIEWED BY:

_Sheila M. McIntyre_     Jeff Layman, Town Administrator
Sheila M. McIntyre, Town Clerk
TOWN OF SILT
ORDINANCE NO. __
SERIES OF 2022

AN ORDINANCE OF THE TOWN OF SILT, COLOARDO AMENDING CHAPTER 12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT.

WHEREAS, the Town of Silt, Colorado (the “Town”), is a municipal corporation duly organized and operating as a home-rule municipality under its Town Charter and the Constitution and laws of the State of Colorado; and

WHEREAS, Chapter 12.12 of the Town Municipal Code (“Code”) addresses the permits required for excavation of streets, rights-of-way, and other public property in the Town; and

WHEREAS, Town desires to develop the capacity for future deployment of additional telecommunications resources and simultaneously mitigate the related impacts on the Town’s rights-of-way; and

WHEREAS, the Board of Trustees desires to amend Chapter 12.12 of the Code to facilitate the deployment of shadow conduit that can be accessed during the future installation of broadband networks by providing the Town Administrator and Public Works Director the opportunity to require conduit installation as a condition of a permit issued for street excavation; and

WHEREAS, the Board of Trustees finds and determines that it is in the best interests of the Town and will promote the health, safety, and welfare of the Town to amend the Code to give the Town the authority to require the installation of shadow conduit, as shown on Exhibit A to this Ordinance.

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

SECTION 1

The foregoing recitals are hereby incorporated into this Ordinance.

SECTION 2

The Town Code is hereby amended as shown in Exhibit A, which is attached to and incorporated into this Ordinance by reference.
SECTION 3

All ordinances heretofore passed and adopted by the Board of Trustees of the Town of Silt, Colorado are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

SECTION 4

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

INTRODUCED, READ, AND APPROVED ON FIRST READING this 27th day of June 2022, at 7:00 PM in the Town Hall, Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, ADOPTED, AND ORDERED PUBLISHED following a continued public hearing this 11th day of July 2022.

TOWN OF SILT

__________________________
Mayor Keith Richel

ATTEST

__________________________
Town Clerk Sheila M. McIntyre
Chapter 12.12 – EXCAVATION PERMIT

Section 12.12.045 – Installation of Conduit

A. As a condition of work performed under the excavation permit, the Town Administrator or Public Works Director may require the installation of empty shadow conduit. The Town Administrator/Public Works Director has the discretion to require the installation of such conduit when a permit is issued for the following:
   i. A pit, trench, hole, opening, digging or excavation across the entire paved width of a roadway; or
   ii. A pit, trench, hole, opening, digging or excavation of one hundred (100) feet or more parallel to a roadway; or
   iii. Any other pit, trench, hole, opening, digging or excavation that provides a similar opportunity to install shadow conduit.

B. A permit will not be released and/or the deposit(s) or other securities will not be returned until a shape file compatible with ARC GIS noting the location(s) of the shadow conduit is provided to the Town Administrator and Public Works Director. Conduit installation and specifications must comply with the Town's Construction Standards Manual, as may be amended from time to time, and/or be approved by the Town Administrator/Public Works Director. The minimum conduit size must be two (2) inches in diameter, and it is within the Town Administrator/Public Works Director's discretion to require larger diameters.
August 18, 2022

TO: SILT BOARD OF TRUSTEES

FROM: TOWN ATTORNEY

RE: RISLENDE (F/K/A DIVIDE CREEK CENTER) AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT

As part of approving an amended PUD for the Rislende property, the Board of Trustees must also approve an amendment to the existing annexation and development agreement associated with the former Divide Creek Center PUD. During the July 25 Board meeting, we walked through proposed changes to the annexation and development agreement (that were identified in a chart) and took feedback from the Board. The result is the attached Second Amended and Restated Annexation and Development Agreement for your consideration. This memorandum highlights specific provisions that were discussed with the Board. Items identified in the chart which were not controversial are incorporated into the ARADA, are not addressed separately in this memorandum.

1. Section 2.1 D. deals with non-potable water irrigation. We have added a provision that allows the developer to request the Town to decree an additional well location for the property to provide raw water irrigation capacity. The cost will be reimbursed by the developer. The amount of raw water irrigation for the property remains capped at 4.6 acres. Additional domestic or irrigation EQRs of service could be purchased from the Town if consistent with Town policies.

2. Section 2.2 A deals with parkland dedication. Subsection 1 accepts as partial satisfaction of the parkland dedication requirement the dedication of a 15 foot trail easement along the frontage road. For the remaining 0.9 acres of parkland dedication, up to 50% can be met by paying cash-in-lieu fees to the Town as opposed to establishing parks on-site. The other 50% of the parkland requirement must be developed within the subdivision as active parkland areas. Subsection 2 deals with passive parkland dedication. This provision acknowledges that the dedication of the 12.3 acre River Parcel satisfies the obligation to create 0.6 acres of passive parkland areas.

3. Section 2.2. G. deals with trails on the site. Exhibit A identifies construction of a hard surface trail along the Frontage Road together with crossings to the west (Holiday Inn) and north (tunnel underpass). In lieu of the former obligation to construct a trail connector under County Road 311 bridge, the applicant will make a $20,000 contribution to the Town to extend a trail to connect with the existing trail behind Holiday Inn. The
$20,000 figure is based on a cap of the developer’s obligation to construct a trail under the bridge at $15,000 (which was then approximately adjusted for inflation). Construction of trails will be phased as the property is developed – however must be constructed no later than 5 years after the ARADA is approved. The developer will also provide easements (or fee dedication) for access to the river along County Road 311 and to the east of the BLM building.

4. Section 2.3 A deals with Site Plan review for parcels within the subdivision. This provision requires that site plans for all new construction for commercial or multifamily uses be reviewed by both the P&Z and the Board of Trustees.

5. Article 3.8 provides that the owner has 5 years from approval of the ARADA to obtain approve for a final subdivision plat. The developer hopes to do this much quicker.

6. We are still working on two exhibits. Exhibit B will identify the internal streets, trails and pathways that are private for maintenance purposes. Exhibit C is a trail phasing diagram that includes the general standards for trail construction. The parties are consulting about the trail construction standards for the hard surface trail along the frontage road and the soft surface trails to the river.
TOWN OF SILT
RESOLUTION NO. 16
SERIES OF 2022

A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE DIXON ANNEXATION (FORMERLY KNOWN AS DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, The Board of Trustees ("Board") previously adopted Resolution 18 Series 2013 approving an Amended and Restated Annexation and Development Agreement for Land Formally Known as the Dixon Annexations 1 & 2, which was recorded in the public records of Garfield County at Reception No. 842785 ("ARADA"); and

WHEREAS, the owner of the property comprising the Dixon Annexations 1 & 2 (the "Property") has applied to the Town to amend the PUD zoning for the Property; and

WHEREAS, amendment of the PUD requires that various provisions in the ARADA be amended; and

WHEREAS, the Town and the owner of the Property desire to enter into a Second Amended and Restated Annexation and Development Agreement for the Dixon Annexation (Formerly Known as Divide Creek Center) and Now Known as Rislende ("Second ARADA").

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

1. The Second Amended and Restated Annexation and Development Agreement for the Dixon Annexation (Formerly Known as Divide Creek Center) and Now Known as Rislende, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is approved; and

2. The Mayor and Town Clerk are authorized to sign the Second ARADA on behalf of the Town and directs the Town Clerk to record such Amendment upon full execution.

3. The Second ARADA shall control matters involving the annexation and development of the Property and shall supersede the original ARADA.
4. In the event that the Board of Trustees does not approve on second reading the amendment to the PUD zoning for the Property, the Second ARADA shall be null and void.

INTRODUCED, READ AND APPROVED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 22nd day of August, 2022.

ATTEST: TOWN OF SILT

________________________  ________________________
Town Clerk Sheila M. McIntyre  Mayor Keith Richel
SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE
DIXON ANNEXATION (FORMERLY KNOWN AS DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE

THIS SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT
(“Agreement”) is made and entered into this _____ day of _______________ 2022, by and between the
TOWN OF SILT, COLORADO, a Colorado municipal corporation (hereinafter the "Town"), and SILT 70 LLC, a Colorado limited liability company (formerly known as Stillwater Commercial LLC, a Colorado limited liability company) (hereinafter "Owner”);

WITNESSETH

WHEREAS, on or about October 14, 2013, the Town Board of Trustees (“Board”) approved Town of Silt Ordinance No. 9, Series of 2013 Ordinance was recorded in the Public Records of Garfield County on November 4, 2013 as Reception No. 842784 approving PUD Zoning and the Amended and Restated Annexation and Development Agreement for Divide Creek Center for approximately 51 acres of land located east of Road 311 and between the Colorado River and Interstate 70 hereinafter known as the "Property"; and

WHEREAS, on or about February 22, 2022, the Owner submitted an application to the Town to change the zoning on the Property from Planned Unit Development to Amended Planned Unit Development; and

WHEREAS, ON OR ABOUT February 22, 2022, the Owner submitted an application to the Town to amend and restate the Amended and Restated Annexation and Development Agreement; and

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

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

SECOND AMENDED AND RESTATED ANNEXATION AGREEMENT

ARTICLE 1.
ANNEXATION OF THE PROPERTY

ARTICLE 1.1 Purpose. The purpose of this Agreement is to fully amend and restate the terms and conditions of the ADA, as amended, and to set forth the terms and conditions for the annexation of the Property to the Town and use of the Property in the Town. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements concerning annexation and development contained in the Municipal Code of the Town of Silt (hereinafter "Town Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. 831-12-101 et seq., and other applicable laws.

ARTICLE 1.2. Project Name. The name of the project to be developed on the Property (previously known as the Dixon Annexation and as Divide Creek Center) is RISLENDE. The Property may be described herein as the RISLENDE PUD. Current and future applications, requests, and approvals for development and
construction on the Property shall refer to RISLENDE.

ARTICLE 1.3 Annexation Affirmed. The parties affirm the effect of Town of Silt Ordinance Nos. 8 and 21, Series 2007 that annexed the Property to the Town of Silt.

ARTICLE 1.4 De-Annexation. The provisions of this Agreement, as well as acceptable Town zoning of the Property, are material considerations of Owner's agreement to annex the Property to the Town. Therefore, in the event that (a) the Town fails to perform under the terms of this Agreement; (b) Owner is unable to obtain, either before or after annexation proceedings are complete, zoning approval which Owner, in its sole discretion, finds acceptable; or (c) Owner determines, in Owner's sole discretion, that any Impact Fees contemplated under this Agreement or as part of the submission of a site specific land use application with the Town make the development of the Property financially infeasible, Owner and the Town stipulate and agree, pursuant to C.R.S. §31-12-501, that it shall be in the best interest of the Town that the Property be de-annexed from the Town. In such event, the Town agrees to enact an ordinance effecting, and to take all other steps necessary to effect, the de-annexation. The Town further acknowledges and agrees that de-annexation is not prohibited by the Town Code and ordinances, and that the Town will not amend its ordinances to preclude a de-annexation permitted hereunder. If the Property is de-annexed, all land dedicated or otherwise conveyed to the Town prior to de-annexation shall remain within the Town limits and shall remain Town property, unless the Town shall re-convey such property to Owner by written instrument. Conversely, if the Property does not develop as contemplated in this Agreement, or subsequent agreements between the Town and the Owner, its heirs, successors or assigns, and the Town finds that de-annexation is in the Town's best interest, then the Owner shall not object to the Town's processing of a de-annexation ordinance for the property, provided that the Property has not developed with the utilization of water and wastewater services.

ARTICLE 2.
CONDITIONS OF DEVELOPMENT

ARTICLE 2.1
Fees.

A. Deferral of Fees. Except as provided otherwise in the Agreement, the assessment of all annexation and development impact fees, including but not limited to Cost Recovery Fees, Construction Impact Fees, and Park and Recreation Impact Fees, (specifically excluding any and all annexation and zoning application fees incurred by the Town as a result of the review of the applications) shall be deferred until such time as Owner obtains approval from the Town for development of the Property in a manner or intensity different from the existing uses of the Property described in this Agreement. For purposes of this Section, development for each lot, tract, parcel, or phase shall be deemed to occur upon issuance by the Town of a building permit on that lot, tract, parcel, or phase. The timing of payment and amount of any such fees shall be determined by that version of the Municipal Code of the Town of Silt, Town of Silt Subdivision Regulations, and other applicable laws in effect at the time of building permit issuance for such lot, tract, parcel, or phase.

B. Construction Impact Fee. Notwithstanding the above provisions of Paragraph 2.1. A, the Construction Impact Fee applicable to the Property shall be payable as follows. First, the Construction Impact Fee shall be based on approximately 21 acres of platted building sites pursuant to final plats thereof. The amount of the Construction Impact Fee per acre shall be determined by the Code and shall be paid at time of issuance of building permit(s).
C. Treated Water and Wastewater System Improvement Fees. Owner shall pay all applicable treated water and wastewater system improvement fees based on the required amount of EQRs for development of the Property at the time of issuance of building permits, per the Code. Except as set forth below, with the permission of the Board, which permission may be granted in the Board's sole discretion, Owner may use potable water for irrigation purposes in such manner consistent with the Municipal Code.

D. Non-Potable Water Irrigation.

i. Prior to issuance of the first certificate of occupancy in Rislende (excluding the existing governmental office parcel east of the Property), Owner agrees to construct a non-potable irrigation water system in accordance with plans reviewed and approved by the Town of Silt as part of the initial final plat, minor subdivision, or Site Plan review for Rislende. Said non-potable water irrigation system may be completed in phases adequate to serve applicable phased development within the Property.

ii. Said non-potable irrigation water system shall use as its legal and physical source of supply Silt Well No. 2 as proposed by the Town of Silt in its Application for Adjudication of Water Rights, Change of Water Right, Plan for Augmentation, and for Confirmation of Rights of Appropriative Exchange, Case Number 07CW219, or such alternate legal source of supply, available at the physical location of Silt Well No.2, as the Town may designate from time to time.

iii. At Owner’s option, prior to the issuance of a certificate of occupancy for Tract 1 as indicated on the Rislende PUD plan, Owner shall construct a raw water irrigation system and well for Tract 1 using a new well to be adjudicated by the Town at this location. Pursuant to Article 2.2(H), below, the Town will obtain a water court decree for a well decreed to divert from Tract 1 and include the well in the Town’s plan for augmentation, with the costs of obtaining such decree reimbursed by Owner.

iv. Owner shall be solely responsible for the operation, maintenance, repair, and replacement of the physical infrastructure for the non-potable water system or systems, including the well and pump associated with Silt Well No. 2, which well and pump shall be located and constructed in the central portion of the Rislende project (i.e., near the common corner of Tracts 2, 5 and 6) and any well and pump associated with the irrigation system for Tract 1.

v. The well or wells shall include a meter capable of measuring the number of gallons pumped from the well. Owner shall provide the Town with monthly meter readings from the well (during the season that the well is in use) on an annual basis, or as otherwise requested by the Town. Owner may assign such operation, maintenance, repair and replacement obligations to a property owners association created to provide services to the Property. In the event Owner fails to maintain a meter and make regular readings, the Town may install and maintain meters, read the meters, or have readings done by a contractor, and Owner shall pay for the Town’s costs.

vi. Owner shall not be required to pay any Town of Silt raw water irrigation impact fee or raw water irrigation capacity development fee. Owner, and Owner’s assignees, shall not be required to pay to the Town any fee or assessment for the use of the legal water right and plan for augmentation associated with Silt Well No.2, as decreed in Case No. 07CW219 or a replacement legal water supply as may be designated by the Town.

E. Cost Recovery. Owner may be required to pay to third parties certain cost recovery to connect to existing water and sewer infrastructure. Because the exact number of EQRs of service to the Property will not be known until Site Plan or subdivision review for the various lots, tracts, parcels, and phases in the Rislende PUD, cost recovery for water and sewer connections shall not be due until issuance by the Town of a building permit.

F. Other Fees. Except as expressly provided for herein to the contrary, all conditions herein are in addition
to any and all requirements and fees concerning annexation, development and off-site impacts (including, but not limited to, traffic impacts) contained in the Municipal Code of the Town of Silt (hereinafter "Town Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. §31-12-101 et seq., and other applicable laws. The Town may adopt, without limitation, future impact fees, surcharges, special permit fees, special taxes or assessments, development fees, and/or tap fees, so long as such fees and taxes are exacted uniformly and non-discriminately on the Property as exacted throughout the Town. Notwithstanding the foregoing, nothing herein affects or shall affect the Town's ability to exact impact fees for different facilities from certain residents or as to certain geographical areas.

G. Real Estate Taxes. Until such time as the Town approves a site-specific plan for development of the Property, the Town will not object to the Property maintaining its agricultural use designation for purposes of real estate tax appraisal and assessment.

ARTICLE 2.2
Dedication Requirements.

A. Parkland Dedications. Owner acknowledges the Property is subject to Section 16.12.030 of the Code regarding Parkland Dedication for Planned Unit Developments. Owner's Parkland Dedication requirement shall be calculated based upon a maximum buildout of 72 units of multi-family (180 residents), 16 units of single family (56 residents), and 72 units of commercial/residential mixed use (180 residents), which amounts to a requirement of 2.91 acres of total parkland dedication. Under the Town Code, a minimum of 80% of this dedication requirement (2.3 acres) must be for active recreation purposes, including but not limited to ball fields, tennis courts, picnic sites, gazebos, boating areas, skateboard parks, basketball courts, playgrounds, and the like. Up to 20 percent (0.6 acres) shall be for passive recreation, such as open space, environmentally sensitive areas, or floodplain. To satisfy the requirements of the Town Code and this Agreement with regard to parkland dedication, Owner shall comply with the following:

1. Active Parkland Dedication. In partial satisfaction of the active parkland dedication requirement of 2.3 acres, Owner shall dedicate a 15’ public, nonexclusive easement for a regional hard-surface trail along the route depicted in Exhibit A to the Town at the time of recordation of the first final plat, minor subdivision, or Site Plan for the Property, whichever occurs first. The public trail on this easement shall be installed by Owner, pursuant to Section 2.2(G.1) below. This public trail easement shall satisfy 1.4 acres of Owner’s active parkland dedication requirement. Owner shall dedicate 0.9 additional acres of active parkland as identified through the design review process for commercial and multifamily structures (“Site Plan”) or the subdivision of residential lots, tracts, or parcels. Owner may satisfy up to 50% of this obligation (0.45 acres) through cash-in-lieu payments to the Town, calculated pursuant to Code Sections 16.04.530 through 16.04.550, due at the time of Site Plan review or final subdivision plat for residential lots, tracts, or parcels. Each Site Plan containing residential development that is reviewed and approved by the Town pursuant to this agreement shall contain some amount of dedicated active parkland that counts towards the satisfaction of the 0.9-acre active parkland requirement and no individual Site Plan shall be permitted to satisfy the active parkland requirement only through a cash-in-lieu payment.

2. Passive Parkland Dedication. In full satisfaction of Owner’s passive parkland dedication requirement of 0.6 acres, Owner shall convey to the Town Tract 9 generally depicted on Exhibit A as the “River Parcel” (amounting to approximately 12.3 acres of land under the Colorado River) at the time of recordation of the first final plat, minor subdivision, or Site Plan for the Property, whichever occurs first. Nothing herein shall be interpreted as a public dedication of any other portion of the Property, including the shoreline or bed of the river under Tracts 3-7, which shall
remain privately owned.

3. **Future Island Disposition.** If a zone change is ever requested for the 3.9-acre parcel zoned PUD-EVC, indicated as Tract 6 on the PUD plan, then the Town may require a portion or all of the 15.1-acre island area zoned PUD-ISL, indicated as Tract 8 on the PUD plan, to be conveyed and dedicated to the Town as a condition of rezoning.

4. **Active Parkland Standards for Residential Uses.** Prior to the Town’s approval of any Site Plan or subdivision for any lot, tract, or parcel that includes residential uses, Owner shall include plans for active parkland in the Site Plan or subdivision plat to meet the needs of residents, including children. Park equipment shall be paid for installed by Owner as part of Site Plan or subdivision plat approval, as directed by a subdivision or development improvements agreement, and shall include equipment such as a playground, jungle gym, swings, or other active recreational equipment.

**B. Water Rights Dedication.** The Town acknowledges that a predecessor of Owner has conveyed to the Town the four (4) shares in the Grand River Ditch Company that historically irrigated the Property. Prior to the dedication, a successor of Owner prepared and submitted to the Town a report by Zancanella & Associates dated June 20, 2007, and which describes historical consumptive use associated with irrigation using the four (4) Grand River Ditch shares, lagged return flows, the requirement to obtain a contract for a non-irrigation season water supply, the number of EQRs of municipal water service that can be provided to Owner based upon the dedication of the four (4) Grand River Ditch shares, and a contract for a non-irrigation season water supply. The Town has reviewed the Zancanella report and agrees that it represents an accurate discussion as to the historic consumptive use associated with the four (4) shares in the Grand River Ditch Company.

The Town agrees that Owner shall not be required to initiate and prosecute a water court case to quantify the historic consumptive use associated with Owner’s four (4) shares or to change the point of diversion for the water right(s) associated with Owner’s four (4) shares.

Town agrees to lease up to three (3) Grand River Ditch shares back to Owner to allow for the continued irrigation of the Property pending development of the Property. The number of shares subject to the lease shall be reevaluated with each final plat, minor subdivision, or Site Plan approved by the Town for the development of the Property. The Town shall continue to lease a proportional number of shares in the Grand River Ditch Company to Owner to allow for the continued irrigation of the Property so long as at least five (5) or more acres of land are potentially irrigable as pasture. In the event that the Property is de-annexed for any reason prior to the recordation of the first final plat, minor subdivision or Site Plan for the property, Town agrees to assign the four (4) shares back to Owner.

Owner shall be entitled to a credit against the Town’s Water Rights Dedication requirement for 4.6 acres of raw water irrigation on the Property, together with 213 domestic EQRs. As part of the application for each building permit issued for the Property, Owner shall calculate the number of domestic EQRs to be served in the building(s). The Town shall review and approve Owner’s calculation as being consistent with the Code. The Town shall then deduct the number of domestic EQRs from the credit described herein. For any domestic EQRs required for development of the Property in excess of 213 domestic EQRs, Owner, or the applicable site-specific property owner, shall pay the water rights dedication in-lieu fee as provided in the Code. Owner shall have the exclusive right to allocate the domestic EQR credits provided herein amongst the various lots, tracts, in Rislende. It is hereby acknowledged that Owner shall allocate up to 72 domestic EQRs to Use Area 2 (Tract 1) intended for development of multifamily housing. Owner shall allocate up to 0.75 acres of raw water irrigation credit to Tract 1 for the development of multifamily housing.
According to the Zancanella report, the seasonal stream depletion distribution for domestic and irrigation water uses at Rislende will be different than the historical irrigation stream depletion resulting in the need for a reservoir storage contract to replace winter depletions and loss of historical return flows. Resource Engineering determined, in a report dated 2/26/2009 that based upon the estimated irrigation of 4.6 acres and an estimated domestic EQR use of 213 EQRs, Owner is required to dedicate to the Town a reservoir contract in the amount of 14.5-acre feet (including transit losses). Owner and the Town agree that Owner shall pay to the Town an in-lieu fee to compensate the Town for use of a portion of the Reudi Reservoir contract that the Town has obtained. The parties agree that the in-lieu fee for the reservoir contract shall be $30,010.10, which fee shall increase by 3% per year and be due at recordation of the first final plat, minor subdivision or Site Plan for Rislende.

Upon compliance with the following, Owner shall be deemed to have complied with the Town's Water Rights Dedication Ordinance for all raw water irrigation for the Property, together with 213 domestic EQRs from the Silt Municipal Water System or the non-potable water irrigation system described herein: (a) dedication of the four (4) Grand River Ditch Company shares, (b) payment of the Reudi Reservoir contract in lieu fee described herein and (c) payment of treated water system improvement fees at such time and as provided for in the Code. Use of the EQRs provided for herein shall be consistent with the use restrictions contained in the Silt Municipal Code.

Other Obligations.

C. Flood Study. A predecessor of Owner has commissioned and paid for the preparation of a flood study for the Property. On August 31, 2009, FEMA issued its CLOMR for the Property, a copy of which has been provided to the Town.

D. Drainage Improvements. The Parties acknowledge that they previously agreed to undertake and pay for a portion of certain drainage improvements described in a letter agreement between the Town of Silt and Valley Farms, Inc. (dated August 7, 2001). The Parties subsequently entered into a Drainage Improvement Agreement dated September 25, 2006, and recorded November 17, 2006 at Reception Number 711358 in the records of Garfield County, Colorado, which agreement is incorporated herein by reference as it affects the Property.

The Parties agree that as part of any Site Plan review for the development of Tract 4 as identified in the PUD plan, Owner shall include a plan to construct storm water piping and/or swales to convey offsite drainage through the Property to the Colorado River (the “Tract 4 Drainage Plan”). Upon completion of the work specified in the Tract 4 Drainage Plan, Owner shall have fulfilled its obligations in full under the above referenced September 25, 2006 Drainage Improvement Agreement.

E. Processing and Other Town Fees. All reasonable fees and costs hereto incurred by the Town, including but not limited to reasonable planning, engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and PUD or subdivision review of the Property by the Town, including recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the Town shall be paid by the Owner. 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 under this provision or under this Agreement, the Town shall be entitled to collect reasonable attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid, if the Town succeeds in such collection.
Further, any fees that may be required by this Agreement and the Town Code to be paid by Owner shall continue to be an obligation of Owner, or subsequent lot, tract, or parcel owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted final plat approval, and to any future lot, tract, or parcel owners.

F. Colorado Department of Transportation Access Permit. As required by CDOT, Owner agrees to apply for and obtain CDOT access permits as applicable for phased development of the Property. It is anticipated that said access permits, and accompanying notice to proceed documents, will specify those traffic mitigation improvements necessary to serve planned development of the Property. The Town hereby consents to be the applicant for CDOT access permit(s) for the Property, provided, however, that Owner shall be responsible to provide all application documents, including maps, cost estimates and traffic studies, and pay all fees and costs associated with obtaining such permits. Owner's intent is to request two access permits from CDOT, which access points are anticipated to occur along the south side of River Frontage Road (1) between Tracts 2 and 3, and (2) between Tracts 1 and 2 as depicted on the Rislende Sketch Plan. If access (differing from what exists today) is ever required for Tract 4, such access would be on the easterly side of County Road 311 to align with the Holiday Inn access to the west.

G. Riparian Revegetation and Trails Improvement

1. Trails. In satisfaction of its obligation to provide public trail planning and construction under this Agreement and the Town Code, Owner shall construct the public trail system in the locations depicted on Exhibit A, including crosswalks, signage, lighting, and similar trail improvements as identified in an engineered trail plan to be submitted and approved as part of the preliminary plat application process. (“Public Trails”). In the event that the Property is developed without subdivision, a non-motorized public trail plan for development of the Public Trails shall be submitted for review and approval by the Town as part of a Site Plan review process prior to issuance of building permits. In either event, the Public Trails shall be specifically designed to connect to the following proposed trails: 1) proposed public trail on the east side of Road 311 which may be developed south over the Colorado River by other parties; 2) north of the property along River Frontage Road to connect through the Interstate-70 underpass, portions of which may be developed by other parties; (3) a loop through the property between Tracts 2 and 3, along the south side of Tracts 1 and 2, and along the east side of Tract 1. All internal streets, trails, pathways, and sidewalks shall remain private except for the Public Trails specifically identified on Exhibit B.

2. Offsite Connector Contribution. Owner shall pay Town an offsite trail connector improvement contribution fee in the amount of $20,000. This contribution fee shall offset the cost of infrastructure installed by Town or other parties to connect the Public Trails installed by Owner with the existing trail behind the hotel located on the west side of County Road 311. This fee shall be due at the time of Phase I trail construction described below, and in any even no later than the issuance of the first certificate of occupancy for the Property.

3. Phasing of Trails. Owner shall construct each trail in accordance with approved plans at its sole cost and expense in Phases and according to the standards and phasing increments attached as Exhibit C. Phase I shall be the trail along the south side of the frontage road and north of the property running
from the eastern edge of Tract 2 to the western edge of Tract 4 and then running south along the western edge of the property to the Colorado River, to include the connector to the I-70 pedestrian underpass tunnel and the pedestrian crossings over the frontage road and County Road 311. Phase I shall be constructed in accordance with the engineered plans by Owner at Owner’s cost prior to the issuance of a certificate of occupancy for any development on Tracts 2, 3, 4, 5, or 6. Phase II shall be the trail south of the frontage road and north of the Property running from the eastern edge of Tract 2 past the BLM parcel and the Colorado River to the eastern boundary of the Property, including the river access trail on the parcel to be dedicated and conveyed to the Town. Phase II shall be constructed by Owner at Owner’s cost prior to the issuance of a certificate of occupancy for any development on Tracts 1 or 7. Notwithstanding the deadlines in this section, Phase I and Phase II Public Trails shall be constructed by Owner at Owner’s cost no later than five years after the date of execution of this Agreement. As part of the preliminary plan, minor subdivision, or Site Plan submittal for the Property, whichever occurs first, Owner shall submit engineering documents and cost estimates for the trail improvements, and the responsibilities therefore shall be addressed in a Subdivision and Development Improvement Agreement ("SIA"). Completion of the Public Trails discussed herein and approved as part of the review of applicable preliminary plan(s), minor subdivision(s) or Site Plan(s), shall constitute Owner’s full compliance with trail planning and construction under this Agreement and the Town Code. The Public Trails in Phase I and Phase II shall be dedicated to the Town upon completion and acceptance thereof by the Town. Internal trails shall be owned and maintained by Owner or any property owner’s association established for the Property.

4. Access to River. Owner agrees to provide two access points to the Colorado River, as depicted on Exhibit A, one on the western boundary of the Property (included in Phase I of the Public Trails), and one at the eastern edge of the property, east of the BLM parcel (included in Phase II of the Public Trails).

5. Easements. Owner shall dedicate easements to the Town for public access as follows:

   a. Two easements for the river access trails, one for the western access trail (included in Phase I of the Public Trails), and one for the eastern access trail (included in Phase II of the Public Trails).

   b. A 15-foot-wide easement for the Public Trails along the northern and western boundary of the Property.

   c. An easement of approximately 25 feet by 25 feet at the southwestern corner of the property adjacent to the base of the current bridge over the Colorado River to facilitate a future pedestrian underpass or overpass.

6. Riparian Revegetation. As part of the subdivision process, Owner shall submit a riparian revegetation plan prepared by a wildlife biologist with specific expertise in this area. The Town may allow for a phased implementation of the riparian zone/transit zone revegetation plan as Owner obtains final plat, minor subdivision or Site Plan approval for development on the Property. The SIA shall detail the revegetation requirements and timeline for installation applicable to that portion of the Property.

H. Existing Well, New Well, and Septic. Owner has discontinued domestic use of the existing well and all use of the existing septic system and any associated leach field on the Property. Further, if and when Tract 4 is developed, Owner shall dispose of the septic tank and leach field in accordance with any applicable State or local laws at the time that the portion of the Property where the septic system and leach field are located are developed for a new use or new intensity of use. If and when the Property, other than Tract 1, is developed, Owner shall cap the existing well in accordance with state regulations and drill a new well on the property for the diversion of Silt Well No. 2 for raw water irrigation in accordance with the terms of Article
Within 120 days of approval of this Agreement, if directed by Owner, the Town shall apply for a water court decree for a new well on Tract 1 and shall include the well in the Town’s plan for augmentation, to facilitate the raw water irrigation system for Tract 1, in accordance with the terms of Article 2.1(D), above.

I. Utility Easement. A successor of Owner has granted an easement contiguous with the common boundary of the Property and the Interstate 70 Frontage Road, ten (10) feet in width, for the limited purpose of placing public utilities approved by the Town. The Town, in its reasonable discretion, may require additional easement(s) upon further platting.

J. Wetlands Delineation. Owner acknowledges that a wetlands delineation report(s) is required for the entire annexed parcel(s) formerly known as Divide Creek Center (now known as Rislende) and subject to this Agreement. As part of any application for subdivision exemption, preliminary plan, or Site Plan review, Owner shall submit to the Town a report prepared by a qualified wetlands consultant, delineating jurisdictional and non-jurisdictional wetlands, if any, on that portion of the Property that is the subject of the application. Further, Owner shall submit to the U.S. Army Corps of Engineers (“Corps”) such report(s) and apply for any applicable permits required by the Corps. If a wetlands delineation report was submitted and accepted by the Town as part of an application for subdivision exemption or preliminary plan, for final plat, minor subdivision or Site Plan for all or a portion of the Property, such a report shall be considered for subdivision or Site Plan review if for the same portion of the Property. It is acknowledged that a predecessor of Owner engaged Western Ecological Resources, Inc. of Boulder, Colorado to conduct wetlands delineation studies and reports and to file wetlands permit application to the U.S. Army Corps of Engineers. It is further acknowledged that the U.S. Army Corps of Engineers issued Nationwide General permit number (NWP) 39 dated January 15, 2009 authorizing proposed activity in approximately 0.233 acres of wetlands on the Property.

K. Undergrounding of Utilities. As part of any application for subdivision exemption, preliminary plan or Site Plan review, Owner shall provide plans for the undergrounding of all utilities except for: (1) the existing overhead electric distribution line that serves Coal Ridge High School; and (2) electric transformers and utility pedestals and connecting facilities that are customarily placed above ground in appropriate utility easements.

ARTICLE 2.3. Site Plan Review and Application Requirements

A. Site Plan Review. Prior to the issuance of any building permit on all Rislende parcels, tracts, or lots, all new construction for commercial and/or multifamily uses (defined as three or more units within one building or upon one lot) as described in the Rislende PUD shall require Site Plan review by the Planning Commission and Site Plan approval by the Board of Trustees, regardless of whether the Town Code would otherwise require Site Plan review for such use in any applicable zone district. For each Site Plan required, Owner shall submit a Site Plan that complies with the requirements of Silt Municipal Code Sec. 17.42.055.

ARTICLE 3. DEVELOPMENT OF THE PROPERTY

ARTICLE 3.1 Existing Use of the Property. Owner discloses the following existing uses of the Property, as further described herein, including, but not limited to:

A. Irrigated agricultural lands, including surface irrigation of hay and crop grasses and livestock grazing.
Prior to development, Owner may request, and the Town may consider a storage-type use to support agricultural uses on the Property; provided, however, that Owner proves to the reasonable satisfaction of Town that any such structure is not detrimental to health, life and safety.

B. Town agrees that the uses of the Property described in Section 3.1(A) above are considered allowed uses of the Property even if such uses may be non-conforming under the Town code. Such non-conforming uses may remain as long as such uses are not expanded or replaced with other uses not approved by the Town.

C. Owner agrees that Owner's expanded use or change in the nature or character of the use of the Property, different from the uses described in Section 3.1(A) above, will be subject to all applicable and then existing rules and regulations of the Town. The parties agree that Owner may develop (expand or change the nature or character of use) a portion of the Property independent of developing the entire Property. If Owner develops only a portion of the Property, the uses described in Section 3.1(A) above may continue, unabated, on the remaining portion(s) of the Property. All future expansion of or use of the Property not described in Section 3.1(A) above shall be subject to Town regulations, and no approvals of such expansion or use are implied in this Agreement.

D. Prior to such connection to the Town's systems, Owner shall file all necessary applications and pay all required fees (unless otherwise stated in this Agreement) for such connection to Town services and facilities as provided in this Agreement.

E. As part of a final approval for a change in use of the Property, Owner shall be required to connect the Property to the Town's water and sewer systems. Prior to such connection to the Town's system, Owner shall file all necessary applications and pay all required fees (unless otherwise stated in this Agreement) for such connection to Town services and facilities.

F. Owner shall be subject to cost recovery provisions benefiting the RE-2 School District or any other entity for any water or sewer improvements already constructed by the School District that benefit the Property.

ARTICLE 3.2 Zoning and Comprehensive Plan.

A. Simultaneous with approval of this Agreement, Owner is submitting for Town approval PUD zoning for the Property, which PUD zoning modifies currently approved Planned Unit Development zoning.

B. For purposes of complying with the Colorado River Corridor District provisions in the Town's Comprehensive Plan, the Town agrees that the maximum setback shall be as described in the PUD.

ARTICLE 3.3 Issuance of Building Permits.

Prior to the issuance of any building permit for a structure that only contains residential units, Owner shall undertake to subdivide the land that will be used exclusively for residential units from the remainder of the Property. Said subdivision shall be consistent with location of residential-only structures described in the PUD zoning for the Property.

ARTICLE 3.4 Subdivision Improvement Agreements. The Town and Owner agree that phased Subdivision Improvement Agreements or Development Agreements shall be executed at the time of approval of each applicable final plat, minor subdivision or Site Plan for Rislende.

ARTICLE 3.5 Landscaping. Owner agrees to maintain the Property in a neat and orderly manner. Owner
shall regularly remove trash from the Property, conduct appropriate weed maintenance activities, and mow grass or brush areas at least once per year. Upon site-specific development, Owner shall submit a landscaping plan in conformance with the Code for the Town's review and approval.

ARTICLE 3.6 Vested Rights.

A. The Town shall not initiate any zoning or land use action which would alter, impair, prevent, diminish, or impose a moratorium on development, or otherwise unreasonably interfere with any of Owner's rights set forth in this Agreement.

B. Notwithstanding the foregoing, the establishment of vested property rights under this Agreement shall not prevent the Town from enacting and enforcing (i) fees of general applicability as contemplated by Section 2.1, above, and/or (ii) regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, including the preliminary plat and final plat subdivision requirements under the Town Code and other Town rules and regulations), except where the approved plans for development of the Property or state or federal regulations provide otherwise, as all of such regulations exist on the date of this Agreement or may be enacted or amended after the date of this Agreement.

C. The term of the vested rights granted under Article 3.6 of this Agreement shall be ten (10) years from recordation date of this Agreement.

ARTICLE 3.7 State and Federal Law.

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

ARTICLE 3.8 Project Phasing. Rislende is a phased project with three or more filings contemplated. The public improvements for Rislende shall be constructed in accordance with an applicable phase SIA.

Owner shall have five (5) years from the date of approval of this Agreement by the Town to fulfill the requirements described above and record a final plat, minor subdivision, or Site Plan for one or more lots, tracts, or parcels in Rislende.

ARTICLE 4. REPRESENTATION AND COOPERATION

ARTICLE 4.1 Owner Representations. All written representations of Owner set forth in its annexation petition, annexation plat, zoning application, and related documents shall, if accepted by the Town, be considered incorporated into this Agreement as if set forth in full herein. Notwithstanding their incorporation by reference, the Town makes no representation about the accuracy of such documents.
ARTICLE 4.2 Cooperation in the Event of Legal Challenge. If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement, Owner and the Town agree to cooperate in defending such action or proceeding, and in connection with any such action or proceeding, the Town shall bear its own expenses and Owner shall bear Owner’s expenses. Unless the Town and Owner otherwise agree, each party shall select its own legal counsel to represent it in connection with any such action or proceeding. Nothing in this Article 4.2 shall be deemed as extending or waiving the applicable statute of limitations.

ARTICLE 5. DEFAULT & REMEDIES

ARTICLE 5.1 Breach by Owner. In the event of any default or breach by Owner of any term, condition, covenant or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety, and welfare, to protect lot, parcel, or tract buyers and builders, and to protect the citizens of the Town from hardship.

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

1. The refusal to issue to Owner any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described in Subparagraph (2) below has been recorded;

2. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that Owner has breached the terms and conditions of this Agreement (hereinafter, an “Affidavit of Breach”). At the next scheduled Board meeting, the Board shall either approve the filing of said Affidavit of Breach or direct the Town Administrator to file an affidavit stating that the breach, or default, has been cured (hereinafter, an "Affidavit of Cure"). Upon the recording of an Affidavit of Breach, no further lots, tracts, or parcels may be sold within the Property until an Affidavit of Cure is approved by the Board, and executed and recorded by the Town Administrator;

3. A demand that the security given for the completion of the public improvements be paid or Honored;

4. The refusal to consider further development plans within the Property; and/or

5. Any other remedy available at law.

B. Notice to Owner. Unless necessary to protect immediate health, safety and welfare of the Town or Town residents, the Town shall provide Owner thirty (30) days written notice of its intent to take any action under this Section 5.1 during which thirty-day period Owner may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described in this Section has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder unless a notice of breach has been served upon Owner as described above, in which event Owner shall be expressly responsible for informing any such third party of the claimed default by the Town.

C. Owner Responsibility for Costs. Owner shall be responsible for all attorney's fees and other professional fees, including but not limited to consultant fees, administrative fees and charges, and out-of-pocket costs the Town incurs directly or indirectly as a result of any breach of this Agreement by Owner.
ARTICLE 5.2 Breach by Town.

A. Events Constituting Breach by Town. Agreement shall be defined as:

1. Any zoning or land use action by the Town which would alter, impair, prevent, diminish, impose a moratorium on development or vested rights, or unreasonably delay the development or use of the Property as described in this Agreement prior to annexation or any future approved site specific development plan, and specifically excluding any non-discriminatory regulatory actions, inaction, or circumstances beyond the reasonable control of the Town; or

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

3. The Town taking any action to abate or terminate any of the current uses described in this Agreement.

B. Owner's Remedies. If any default by the Town under this Agreement is not cured as described herein, Owner shall have the right to pursue the defaulting party's remedies allowable by Colorado law, subject to the limitations herein. Owner shall have the right to enforce the Town's obligations under this Agreement by an action for any available equitable remedy, including, without limitation, specific performance or mandatory or prohibitory injunction. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement. Town shall be responsible for all attorney fees other professional fees, including but not limited to consultant fees, administrative fees and charges, and out-of-pocket costs the Owner incurs directly or indirectly as a result of any breach of this Agreement by Town.

ARTICLE 6. GENERAL PROVISIONS

ARTICLE 6.1 Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

ARTICLE 6.2 Findings. The Town hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare, and that the provisions of this Agreement are consistent with the Comprehensive Plan.

ARTICLE 6.3 Provisions Exclusive. The Town and Owner acknowledge and agree that this Agreement contains all basic requirements of Owner concerning the provision of water and sewer service to the property, raw water irrigation, open space, and park land dedication, trails, utilities, infrastructure, water rights dedications and other matters expressly addressed under this Agreement. Additional specifications and regulations shall be imposed upon Owner during the zoning and subdivision process with regard to these enumerated items.

ARTICLE 6.4 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the provisions and intent of this Agreement.

ARTICLE 6.5 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

ARTICLE 6.6 Covenants Running With the Land. This Agreement shall be binding upon and inure to the
benefit of the parties hereto and their respective heirs, successors and assigns. Further, the terms and conditions of this Agreement shall constitute a covenant running with the land.

ARTICLE 6.7 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) the Town has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that Town accepts the same pursuant to the provisions of this Agreement or subsequent SIA; and (iii) the Town and Owner hereby renounce the existence of any form of agency relationship, joint venture or partnership between Town and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Town and Owner.

ARTICLE 6.8 Notices. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt, provided that such transmissions received after 5 p.m. on any business day or at any time on a holiday or weekend shall be deemed received on the following business day. All notices by mail, if sent to the proper address as set forth below, shall be considered effective upon the date stamped on the return receipt. Either party, by notice so given, may change the address or phone number to which future notices shall be sent.

ARTICLE 6.10 Force Majeure. Performance by either party of its obligations hereunder (other than for payment of money or other financial obligations) shall be excused during any period of “Permitted Delay”: as hereinafter defined. For purposes hereof, Permitted Delay shall mean delay beyond the reasonable control of the party claiming the delay including, but not limited to (i) acts of God, including but not limited to earthquakes, floods, fire, weather conditions that are abnormal for the period of time and could not have been reasonably anticipated, and other natural calamities; (ii) civil commotion, (iii) riots, (iv) strikes, picketing or other labor disputes, (v) shortages of materials or supplies, (vi) damage to work in progress by reason of fire, floods or other casualties, (vii) failure, delay or inability of the other party to act, provided, however, that Town's failure to take a discretionary action shall not be a Permitted Delay for Owner; (viii) vandalism, or (ix) delay caused by restrictions imposed or mandated by government entities other than the Town.

ARTICLE 6.11 Expenses. In connection with the Town's review and approval of this Agreement, Owner shall pay the amount of any expenses incurred by the Town upon thirty (30) days written notice by the Town specifying said expenses. In addition, Owner shall pay all reasonable costs incurred by the Town for fees and expenses of outside consultants in connection with the implementation of this Agreement, including, but not limited to, document and planning reviews, advice and assistance to the Board or administration or any agency of the Town, election matters and other issues after approval of this Agreement by the Board. Outside consultants shall include but not necessarily be limited to Town staff, attorneys, engineers and planners. Owner shall also timely pay to the Town all appropriate standard processing, application and permit fees of general applicability charged by the Town pursuant to the Town Code in connection with Owner's development of the Property, including, without limitation, the Town's standard processing or other fees for preliminary plat and final plat approvals, building permits and the like. In addition to the foregoing, Owner agrees to reimburse the Town for any expense incurred in connection with an election or ballot issue concerning the Property.

ARTICLE 6.12 Waiver of Defects. By executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town
to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of
the ordinances or resolutions adopting this Agreement.

ARTICLE 6.13 Final Agreement. This Agreement supersedes and controls all prior written and oral
agreements and representations of the parties and is the total integrated agreement between the Town and
Owner.

ARTICLE 6.14 Captions. The captions in this Agreement are inserted only for convenience and in no way
define, limit or prescribe the scope or intent of this Agreement or any part thereof.

ARTICLE 6.15 Invalid Provisions. If any provision of this Agreement shall be determined to be void by any
court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of
which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any
provision of this Agreement is capable of two constructions, one of which would render the provision void,
and the other of which would render the provision valid, then the provision shall have the meaning which
renders it valid.

ARTICLE 6.16 Governing Law. The laws of the State of Colorado shall govern the validity, performance,
and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any
obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County,
Colorado.

ARTICLE 6.17 Attorneys' Fees; Survival. Should this Agreement become the subject of litigation between
the Town and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually
incurred, including expert witness fees. All rights concerning remedies and/or attorney's fees shall survive
any termination of this Agreement.

ARTICLE 6.18 Authority. Each person signing this Agreement represents and warrants that he, she, or they
is/are fully authorized to enter into and execute this Agreement, and to bind the party represented to the
terms and conditions hereof.

ARTICLE 6.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be
deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

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

TOWN OF SILT, COLORADO

By: ________________________
    Mayor

ATTEST

By: ________________________
    Town Clerk
STATE COLORADO  
COUNTY OF GARFIELD  

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ___________________, 2022 by _______________________, as Mayor and ____________________________, as Town Clerk for the Town of Silt, Colorado.

Witness my hand and official seal

My commission expires:

__________________________________________

NOTARY PUBLIC

__________________________________________

APPROVED AS TO FORM:

By: __________________________

Michael J. Sawyer, Esq.

SILT 70 LLC

By: __________________________

Dennis Carruth, Manager

STATE OF COLORADO  
COUNTY OF EAGLE  

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ___________________, 2022 by _______________________, as Manager of Silt 70 LLC, a Colorado limited liability company.

Witness my hand and official seal
My commission expires:
______________________

NOTARY PUBLIC
_____________________________
MEMORANDUM

TO: Mayor Richel and Members of the Silt Board of Trustees

FROM: Mark Chain, Planner M C

DATE: August 17, 2022

RE: Rislende – Continued Public Hearing – August 22, 2022
- PUD Ordinance
- PUD Guide
- Second Amended and Restated Annexation and Development Agreement

Tonight is a continued Public hearing for the Rislende the PUD Rezoning and Sketch Plan. We hope to have final approval of the PUD Zoning Document itself, the second reading of the Ordinance approving the PUD Rezoning as well as finalize the Second Amended and Restated Annexation and Development Agreement.

There has already been one Board meeting partly devoted to the issues and content contained in the Second Amended Agreement for Annexation and Development. We continue to refine the language as we discuss all the issues that have been identified by Staff, Planning Commission, and the Board with the Development Team. Michael Sawyer and I will lead this discussion with you. Some of these items are being resolved as we speak. We will identify items that have changed in the Agreement, important items that have been resolved with the applicant and walk you through remaining items that are critical and not 100% resolved.

Related to the Zoning, we are including an updated PUD Zoning Document for the project in “strike-through” version so you can see the changes that have been made since the last meeting. They are:

Parking for multi-family residential units (Tract 1). You indicated on August 8 that the parking requirement for 2-bedroom multifamily units should be increased to 2.0 spaces/unit rather than 1.5 sp/unit. We have made that change. The applicant does not support that change and we should talk this through and resolve it. I have thought through some of the issues related to this standard and can also propose an alternative if you wish to go in that direction.

Marijuana. We have made changes to the text that eliminate retails marijuana and similar uses including cultivation, processing, and “clubs”. That addition is Section 1.E on page 6.
Parking clarifications. We have also reviewed prohibitions on the parking/storage of abandoned vehicles, unlicensed vehicles etc. and have made tweaks where we thought it was necessary.

Ordinance 13- 2022. Assuming we get through the discussion related to the Amended Agreement and the PUD document itself to your satisfaction, the final item on the 8/22 agenda should be to approve the Second Reading of Ordinance No. 13- 2000. A copy is attached.

Michael and I will be happy to answer questions at the meeting.
TOWN OF SILT
ORDINANCE NO. 13
SERIES OF 2022

AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE
NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING
FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW
COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT

WHEREAS, the Local Government Land Use Control Enabling Act of 1974, Section 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, the Town approved Ordinance No. 8, Series of 2007, on July 9, 2007, annexing the
Dixon Annexation #1 parcel into the Town; and

WHEREAS, the Town approved Ordinance No. 21, Series of 2007, on July 9, 2007, annexing the
Dixon Annexation #2 parcel into the Town; and

WHEREAS, the Town approved Ordinance No. 18, Series of 2007, on July 9, 2007, approving B-
2 Highway Business District zoning for the property; and

WHEREAS, the Town approved a subdivision exemption for a portion of the Dixon Annexation
property pursuant to Town of Silt Resolution 51-2007 to be used as a government office building
and Owner has sold the same to a third-party, which parcel is not affected by this Ordinance; and

WHEREAS, Rislende Planned Unit Development constitutes the Dixon Annexation property, less
the property subdivided for a government building, which property is described as Exhibit A and
which property is the subject of this Ordinance (referred to as the "Property"); and

WHEREAS, the Town received an application from Applicant on or about August 15, 2013,
requesting to amend the Dixon Annexation B-2 Highway Business District zoning; and

WHEREAS, on or about August 15, 2013, Applicant has also submitted a request to amend the
Annexation and Development Agreement for the Dixon Annexation, which Agreement was
entered into on July 9, 2007, by and between the Estate of Roger McFarland Dixon and the Town
of Silt; and

WHEREAS, the Town approved Ordinance No. 9, 2013, on October 14, 2013 approving PUD
Zoning for the Divide Creek Center; and

WHEREAS, the Town approved Resolution No.18, Series of 2013 on October 14, 2013 approving
an Amended and Restated Annexation and Development Agreement for the Divide Creek Center;
and,

**WHEREAS**, on or about March 4, 2022 August Group LLC applied for a PUD Rezoning and a Sketch Plan for the property now known as the Rislende Planned Unit Development; and

**WHEREAS**, the Town of Silt Planning and Zoning Commission considered the PUD Rezoning application for the property at duly noticed public meetings on May 3 and May 17, 2022 and reviewed various staff memoranda, and recommended to the Board approval of the Application; and

**WHEREAS**, the Town of Silt Board of Trustees held duly noticed public hearings on June 27, July 11 and July 25, 2022 where they reviewed various staff reports memoranda related documents; and

**WHEREAS**, at its August 8, 2022 meeting, the Board determined that the proposed PUD zoning for the 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 zoning will allow the 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.

**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 following recitals as findings and determinations, and conclusively makes all of the Findings of Fact, Determinations, and Conclusions contained herein.

Section 2. PUD Approval/Conflicting Provisions of Code. The Property shall be considered, and is hereby zoned, as a Planned Unit Development, and the Zone Districts created by this Ordinance shall be governed in conformity with the regulations and conditions stated herein. The provisions of the ordinances of the town that conflict with the provisions of this ordinance shall not apply to the property except as otherwise noted herein.

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 property.

Section 4. Planned Unit Development Zoning. The subject property shall be considered, and is hereby zoned, as a planned unit development and the zone districts created by this ordinance shall be governed in conformity with the regulations contained in this ordinance. The PUD regulations are attached as Exhibit B and shall be known as the PUD guide for the Rislende the Property.

Introduced, read and approved on Second reading, a public hearing, the 22nd day of August, 2022.

Town of Silt

____________________

Mayor Keith B. Richel

Attest:

____________________

Town Clerk Sheila M. McIntyre, CMC
A TRACT OF LAND SITUATED IN THE EV/2 OF SECTION 10 AND W1/Z OF SECTION 11.
TOWNSHIP & SOUTH, RANGE 9Z WEST OF THE 6TH P. M., COUNTY OF GARFIELD, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11. THENCE S. 00 DEGREES
35'02' E. ALONG THE WESTERLY BOUNDARY OF SAID SECTION 11 A DISTANCE OF 1.901.80
FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF INTERSTATE 70. THE
POINT OF BEGINNING:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT
HAVING A RADIUS OF 10.028.50 FEET AND A CENTRAL ANGLE OF 09 DEGREES 25'58", A
DISTANCE OF 1,651.00 FEET, (CHORD BEARS N. 86 DEGREES 18'16" E. A DISTANCE OF
1,649.14 FEET); THENCE LEAVING SAID RIGHT-OF-WAY S. 07 DEGREES 56'11" E. A
DISTANCE OF 504.51 FEET; THENCE N. 47 DEGREES 27'23" E. A DISTANCE OF 246.25 FEET:
THENCE N. 36 DEGREES 34'25" E. A DISTANCE OF 415.01 FEET: THENCE N. 08 DEGREES
48'32" W. A DISTANCE OF 75.97 FEET TO A POINT ON SAID RIGHT-OF-WAY: THENCE N. 81
DEGREES 11'28" 2. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 550.00 FEET TO A POINT
ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11 (WHENC A REBAR AND CAP L.S.
#15710 BEARS N. DO DEGREPS 02' 16" E. A DISTANCE OF 39.95 FEET): THENCE LEAVING
SAID RIGHT-OF-WAYS.00 DEGREES 02'16" W. ALONG SAID NORTH-SOUTH CENTERLINE A
DISTANCE OF 124.28 FEET TO A POINT IN THE CENTERLINE OF THE COLORADO RIVER:
THENCE LEAVING SAID NORTH-SOUTH CENTERLINE S. 71 DEGREES 19'19" TY. ALONG THE
CENTERLINE OF THE COLORADO RIVER A DISTANCE OF 144.32 FEET THENCE CONTINUING
ALONG THE CENTERLINE OF THE COLORADO RIVER S. 46 DEGREES 55*17" W. A DISTANCE
OF 664.55 FEET: THENCE CONTINUING ALONG SAID CENTERLINE S. 48 DEGREES 11'32" W.A
DISTANCE OF 491.93 FEET: THENCE CONTINUING ALONG SAID CENTERLINE S. 67 DEGREES
52'10" W. A DISTANCE OF 731.09 FEET; THENCE CONTINUING ALONG SAID CENTERLINE N.
8 DEGREES 54'33" WA DISTANCE OF 370.16 FEET; THENCE CONTINUING ALONG SAID
CENTERLINE N. 83 DEGREES 50'18" W. A DISTANCE OF 563.9D FEET; THENCE CONTINUING
ALONG SAID CENTERLINE N. G3 DEGREES 04'31" W. A DISTANCE OF 705.68 FEET TO A
POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO: 311; THENCE LEAVING SAID
CENTERLINE N. 10 DEGREES 04 '18" W. ALONG SAID LASTLEY RIGHT-OF-WAY A DISTANCE
OF 598: 18 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF INTERSTATE 70, A
REBAR AND CAP L.S. $15710 IN PLACE: THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY
ALONG SAID SOUTHERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING
A RADIUS OF

11.634.21 FEET AND A CENTRAL ANGLE OF OZ DEGREES 27'03" A DISTANCE OF 197.66 FEET
(CHORD BEARS S. 87 DEGREES 26'49" E. A DISTANCE OF 497.63. FEE] TOA REBAR AND
ILLEGIBLE CAP IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY
ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10,028,50 FEET AND A
CENTRAL ANGLE OF 00 DEGREES 18"24", A DISTANCE OF 53.70 FEET (CHORD BEARS S. 85
DEGREES 19'32" E A DISTANCE OF 53.70 FEET) TO THE POINT OF BEGINNING.

EXHIBIT A LEGAL DESCRIPTION
EXHIBIT B

PUD GUIDE
PUD GUIDE
RISLENDE PLANNED UNIT DEVELOPMENT

SECTION 1. PLANNED UNIT DEVELOPMENT ZONE TEXT.

A. PUD OBJECTIVES:

The objectives of the proposed Planned Unit Development are as follows:

1. Develop a high quality, attractive, and economically viable commercial/residential mixed-use center that
   a. Is complementary to the Town of Silt and the region
   b. Provides necessary goods and services to the Town of Silt and outlying areas while at the same time provides financial benefits to the Town and employment opportunities for the local population
   c. Is harmonious with the natural landscape and enhances the scenic qualities of the property
   d. Provides innovative design that encourages cluster development, creates open space opportunities, protects sensitive areas of the property and respects wildlife habitat and riparian areas
   e. Is in general conformance with the Comprehensive Plan and conforms to the goals and policies of the Town of Silt
   f. Provides opportunities for both passive and active parkland activities for residents and visitors

2. Create a residential component to the development that provides housing opportunities for residents of the Town of Silt in close proximity to commercial and recreational land uses

3. Ensure that high quality design standards are planned and implemented throughout the development

B. USE AREAS AND ZONES

The following Use Areas and Zones shall be applied to Rislende:

1. Use Area 1
   PUD-CMU (Commercial/Residential Mixed Use). The CMU zone is intended to provide a balance of residences and commercial spaces to support a work-live environment.

   PUD-LRM (Lodging/Residential Mixed Use). The LRM zone is intended to provide supporting lodging and accessory buildings for the events center and also allow flexibility for potential single-family riverfront residences.
PUD-EVC (Events Center). The Events Center zone is intended to provide flexible indoor and outdoor spaces for a wide array of events, such as weddings, corporate events, private celebrations, and business conferences.

PUD-ISL (Island Area). The Island Area zone is intended to provide for outdoor leisure uses related to Rislende’s commercial operations and events.

PUD-RIV (River). The River zone encompasses the portion of the Colorado River within the parcel’s boundaries.

2. Use Area 2

PUD-MFR (Multi-Family Residential). The MFR zone is intended to provide for multi-family residences.

C. ZONE REGULATIONS – USE AREA 1

Commercial / Residential Mixed Use (PUD-CMU):

1. Permitted Residential Uses
   a. Multi-family units including but not limited to apartments, rowhouses, townhouses, and condominiums, but excluding mobile homes
      i. Including those with three or four units per building or upon one lot
      ii. Including those with five or more units per building or upon one lot
   b. Loft residences (residential units above commercial space)

2. Permitted Commercial Uses
   a. Banks or financial institutions, including title companies, investment companies, or credit unions
   b. Bakeries
   c. Breweries and bottling facilities
   d. Clothing establishments, excluding those establishments requiring outside storage, such as thrift stores
   e. Coffee roasting facilities
   f. Convenience stores, excluding gasoline pumps, but may include a food establishment
   g. Flex Spaces, defined as a building with some combination of office, retail, and light manufacturing/assembly/R&D. (Example: a high-tech carbon sequestration company with spaces to develop, assemble, store, and sell.) Such flex spaces shall contain a minimum of 30% office and/or retail/showroom space
   h. Furniture restoration and/or refinishing facilities, including upholstery
   i. Grocery stores
   j. Health care facilities, including wellness, physical therapy, nutrition and general medical clinics, health clubs, and fitness centers
   k. Liquor stores, taverns, or bars whereby the majority of business is derived from the sale of alcohol
   l. Plant nurseries whose sales are minimum fifty (50) percent retail
m. Personal service establishments including, but not limited to, barber shops, beauty shops, tanning salons, etc.

n. Recreational establishments (indoor) including, but not limited to bowling allies and swimming pools

o. Restaurants, delicatessens, fast food establishments or any establishment providing prepared food, including serving of alcoholic beverages as a secondary sale

p. Retail establishments where transactions take place on premises, but not requiring open storage

3. **Permitted Office Uses**
   
a. Governmental or non-profit administrative offices, fire stations, police stations, and post offices

b. Offices for the conduct of professional businesses (e.g., accountant, attorney), including flexible office (co-working) space, and not including home occupations

c. Scientific (research, testing, or experimental) laboratories

4. **Permitted Lodging Uses**
   
a. Hotels, motels, and lodges, but excluding extended stay facilities

5. **Permitted Public/Institutional Uses**
   
a. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles

b. Child care facilities for ten or more children, when state licensed

c. Community centers

d. Theaters, clubs, museums, libraries or other indoor congregational facilities

e. Parks (public or private), playgrounds and related facilities (e.g., gazebos, picnic facilities and/or restroom facilities)

6. **Permitted Agricultural Uses**
   
a. Agricultural activity and sale of vegetative products grown on premises

b. Growing and harvesting of pasture grass and hay is permitted as a temporary use while the PUD property is in transition from Agriculture to PUD. Once a portion of the PUD property is developed, agricultural use will be discontinued on that portion of the PUD property. At such time as there exists fewer than two acres of undeveloped property, agricultural use will be discontinued on all of the PUD property without obtaining written consent of the Town.

c. Plant materials and nursery facilities which may include fenced and screened outdoor storage that does not exceed 2,500 square feet total in the PUD

7. **Permitted Accessory Uses**
   
a. Accessory (customary) buildings and structures, including non-commercial workshops and greenhouses

b. Beekeeping
8. **Land Use Guidelines**
   a. Units may be completely residential or completely non-residential, per the permitted uses listed above
   b. Within the PUD, non-residential density shall be limited to 50% of gross square footage (as one example: a 10,000 sf commercial unit must balance with at least 10,000 sf of residential)

**Lodging / Residential Mixed-Use (PUD-LRM):**

1. **Permitted Residential Uses**
   a. Single-family dwelling units, but excluding mobile homes (“single-family dwelling unit” means a detached dwelling unit arranged, designed, and intended for occupancy of one (1) family upon one (1) lot, or a unit within a duplex structure)
   b. The single-family residential density shall not be more than 4 units per acre

2. **Permitted Public/Institutional Uses**
   a. Amphitheaters, gazebos, picnic shelters, public restrooms
   b. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles

3. **Permitted Lodging Uses**
   a. Hotels, motels, and lodges, but excluding extended stay facilities

4. **Permitted Accessory Uses**
   a. Additional dwelling units, when proposed as secondary to an approved single family residential unit
   b. Accessory (customary) buildings and structures, including non-commercial workshops and greenhouses
   c. Beekeeping

**Events Center (PUD-EVC):**

1. **Permitted Events Uses**
   a. Events facilities

2. **Public/Institutional Uses**
   a. Amphitheaters, gazebos, picnic shelters, public restrooms
   b. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles
3. **Permitted Accessory Uses**
   a. Accessory (customary) buildings and structures, including non-commercial workshops and greenhouses, but excluding those structures used for residential dwelling purposes

4. **Permitted Lodging Uses**
   a. Lodges, but excluding extended stay facilities

**Island Area (PUD-ISL):**
1. The Island Area zone is intended to provide for outdoor leisure and uses related to Rislende’s commercial operations and events.
2. The Island Area zone may be improved with open lawn/natural grass areas and general clean-up, but will be otherwise maintained in a natural state. Above-ground non-permanent facilities (such as gazebos, picnic tables, food trucks, portable restrooms, decking, tents, and awnings) or utilities are permitted.
3. The Island Area zone will also support occasional private events such as dinners, celebrations, and performing arts events such as plays or music concerts.
4. The Island Area zone will remain private, with no regular public access, although events facilities and island spaces may be opened to the public for special events and occasions.

**River (PUD-RIV):**
1. The River zone encompasses the portion of the Colorado River within the parcel’s boundaries.
2. Allowed uses within the River zone include fishing and river recreation

**D. ZONE REGULATIONS – USE AREA 2**

**Multi-Family Residential (PUD-MFR):**
1. **Permitted Residential Uses**
   a. Multi-family units including but not limited to apartments, rowhouses, townhouses, condominiums, but excluding mobile homes
      i. Including those with three or four units per building or upon one lot
      ii. Including those with five or more units per building or upon one lot
      iii. Not more than 72 units total within the Use Area
      iv. The multifamily density shall be not less than twelve (12) units per acre and not more than 20 units per acre.
2. Permitted Commercial Uses

   a. Accessory (customary) buildings and structures, including non-commercial workshops, bicycle storage and repair, mail delivery, and greenhouses
   b. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles

3. Permitted Lodging Uses
   a. Hotels, motels, and lodges, including extended stay facilities

E. FORBIDDEN USES - ALL USE AREAS

All Marijuana land uses including cultivation, sales, processing, and clubs as defined in the Colorado Revised Statutes or the Silt Municipal Code are prohibited.

Section 2. General Development and Dimensional Standards.

The general development standards for Rislende PUD shall be as set forth below. If not otherwise specified in this document, a development standard shall rely upon Silt’s Municipal Code for definition.
# A. PUD ZONE STANDARDS

## SUMMARY OF DIMENSIONAL STANDARDS

<table>
<thead>
<tr>
<th>Item</th>
<th>MFR</th>
<th>LRM</th>
<th>CMU</th>
<th>EVC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lot Standards</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot area, min.</td>
<td>Per Plat</td>
<td>8,500 SF</td>
<td>12,500 (^3)</td>
<td>Per Plat</td>
</tr>
<tr>
<td>Maximum Density Residential</td>
<td>20 units/ac.</td>
<td>4 units/ac.</td>
<td>16 units/ac.</td>
<td></td>
</tr>
<tr>
<td>Maximum Density Lodging</td>
<td></td>
<td>Per Site Plan Review</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>70%</td>
<td>60%</td>
<td>70%</td>
<td>70% (^4)</td>
</tr>
<tr>
<td>Maximum density - Commercial</td>
<td></td>
<td></td>
<td>20,000 sf/ac.</td>
<td>20,0000 sf/ac.</td>
</tr>
<tr>
<td><strong>Setbacks, Minimum (^5)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Side</td>
<td>5 ft.</td>
<td>0 ft.</td>
<td>10 ft.</td>
<td>0 ft.</td>
</tr>
<tr>
<td>Rear</td>
<td>20 ft.</td>
<td>0 ft. ¹</td>
<td>10 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td><strong>Building Standards</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height, Maximum, Principal bldg..</td>
<td>35 ft.</td>
<td>25 ft. ²</td>
<td>40 ft.</td>
<td>40 ft.</td>
</tr>
<tr>
<td>Minimum distance between structures</td>
<td>10 ft.</td>
<td>Per site plan Review</td>
<td>10 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Minimum Unit Size (residential)</td>
<td>450 SF</td>
<td>800 sf</td>
<td>450 SF</td>
<td></td>
</tr>
<tr>
<td>Minimum unit size (Lodging)</td>
<td></td>
<td>400 sf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum Building Size</td>
<td></td>
<td></td>
<td>30,000 SF</td>
<td>30,000 SF (^4)</td>
</tr>
</tbody>
</table>

**Notes:**

1. Rear yard setback is 0 feet for both primary and/or accessory structure
2. Height may be 35 feet if there is upper-level residential or entire building is lodging facility
3. does not govern subdivision of the building and to convey able units upon subdivision/condominium approval. Such a lot may be smaller
4. Or as modified through Site Plan Review
5. Generally, multi-family residential, commercial building and event center buildings are measured from perimeter of overall parcel, not from between structures.
B. MINIMUM SETBACKS

1. From Frontage Road – building setback of 30 feet, parking setback of 15 feet, or as modified by site plan approval

2. From County Road 311 – building setback of 20 feet, parking setback of 10 feet, or as modified by site plan approval

C. OPEN SPACE / PARKLAND

1. The Rislende PUD Zone 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.

D. LANDSCAPING

1. Minimum landscaped area as a percentage of total disturbed lot area shall be 18%, or as modified by site plan approval

SECTION 3. PARKING STANDARDS

A. Dimensional Standards

1. Dimensional standards for individual parking spaces shall be as provided in Title 17 of the Silt Municipal Code.

B. Off-Street Parking Requirements

<table>
<thead>
<tr>
<th>Uses</th>
<th>Required Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td>Studio Unit</td>
<td>1.0/unit</td>
</tr>
<tr>
<td>1 bedroom unit</td>
<td>1.0/unit</td>
</tr>
<tr>
<td>2 bedroom unit</td>
<td>2.0/unit</td>
</tr>
<tr>
<td>3 bedroom or more</td>
<td>2.0/unit</td>
</tr>
<tr>
<td>Lodging</td>
<td></td>
</tr>
<tr>
<td>Lodge/motel/hotel</td>
<td>1.0/rental unit</td>
</tr>
<tr>
<td>Events</td>
<td></td>
</tr>
<tr>
<td>Event facility</td>
<td>1.0/200 SF - GFA</td>
</tr>
</tbody>
</table>
SECTION 4. SITE PLAN REVIEW PROCESS

A. Intent.

All new construction for commercial and multifamily development will go through the Site Plan Review Process defined by Chapter 17.42 of the Silt Municipal Code, as amended. For this PUD, the Site Plan Review Process will be identical to that defined in the Silt, Colorado Municipal Code with the exception that there shall be an additional public hearing in front of the Board of Trustees as the final decision-making body. This process is noted below.

B. Process.

1. Pre-application conference with Town Staff
2. Submittal of Site Plan Review application per requirements outlined in the Silt, Colorado Municipal Code, as amended
3. Public hearing in front of the Planning Commission
4. Public hearing in front of the Board of Trustees

C. Uses Subject to Site Plan Review Process

Permitted uses requiring a site plan review - All new construction for commercial and multifamily (defined as three or more units within one building or upon one lot) permitted uses as described in this PUD require a site plan review per Application and Review requirements in the Silt, Colorado Municipal Code.

D. Items that can be modified as part of the Site Plan Review Process
Lot Coverage or maximum building size in the PUD – EVC (Events Center) Zone District

E. Effect on PUD if Site Plan Review Process in Silt, Colorado Municipal Code changes

Various Design criteria for multifamily residential and commercial structures as contained in Chapter 17.42 of the Silt, Colorado Municipal Code, as amended shall apply to the Rislende PUD unless they specifically conflict with standards contained in this PUD guide. If the town eliminates these Site Plan Review Process from its zoning and land use code, the site plan review process in effect at the time of the elimination shall govern any required site plan reviews in the future.

Section 5. Definitions

Lot Coverage - The portion of a lot that is covered or occupied by buildings and structures. Lot coverage does not include areas such as driveways, parking, or walkways; nor does it include cantilever construction so long as the cantilever construction is at least 8 feet above the ground.

Section 6. Environmental Standards.

As part of the Rislende PUD approval process, the applicant/developer has conducted a wetlands delineation, Colorado River floodplain evaluation, and wildlife inventory and obtained all permits and approvals required by the Town of Silt, the U.S. Army Corps of Engineers, FEMA, and other governmental authorities.

All development in Rislende shall be conducted with awareness of the surrounding environment and with attention to Best Management Practices, sustainability, and conservation of water and other natural and manmade resources.

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 Silt Town Hall, in accordance with the Colorado Revised Statutes.


The provisions of this approved PUD shall govern the development of the Rislende of property. If there are any conflicts with the provisions of Title 16 and 17 of the
Municipal Code the PUD standards shall supersede. If the PUD does not address certain items in Title 16 and 17 of the municipal code, provisions of the Municipal Code shall apply.
AGENDA ITEM SUMMARY

SUBJECT: Family and Medical Leave Insurance program discussion

PROCEDURE: Action Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In November 2020, 57% of Colorado voters approved Proposition 118, allowing for the implementation of a state-run partially Paid Family and Medical Leave Insurance (FAMLI) program.

The Town of Silt has very generous leave benefits that generally meet these requirements and has the discretion to exceed them, if necessary. Like everything else, the issue is nuanced.

FAMLI is a brand-new program and participation is automatic for any municipality unless the council formally votes to decline participation and opt out. Those opting out must do so by January 1, 2023. Here are the basics:

- In November 2020, Colorado voters approved Proposition 118, which paved the way for a state-run Paid Family Medical Leave Insurance (FAMLI) program. FAMLI is administered through the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance (famlie.colorado.gov). Premiums will be collected (including employer and employee shares) starting Jan. 1, 2023, and benefits will be available starting Jan. 1, 2024. We've attached information by both CDLE and CML explaining FAMLI and the importance for cities and towns.
- FAMLI provides covered employees with 12 weeks of paid leave to take care of themselves or a family member during life events like injury, serious illness, or pregnancy. An additional 4 weeks are available to employees who experience pregnancy or childbirth complications. Payments would be a rate below the employee’s weekly rate, as described below. Leave can be taken together or intermittently. FAMLI benefits are portable between jobs.
- FAMLI premiums will be 0.9% of an employee’s wage. Employers can pay 100% of this premium or split the premium with the employee. Cost in 2023 for the Town to participate in this program will be approximately $7,500. The Town would have the option to contribute the $7,500 employee portion or require them to pay it.
- If an employer participates in the program, it must stay in the program for a minimum of 3 years before they can opt out.
- If an employer opts out now, it can opt in at any time and the program would begin at the start of the next quarter. If an employer opts out, it must vote to reconsider every 8 years.
- If an employer opts out of the program, an employee can enter on their own directly through FAMLI. They are responsible for submitting their premiums of .45% of their wages, unless the Town agrees to make these contributions.
- There are apparently some unanswered questions as to the program rules, process and interplay between FAMLI and other federal/state laws. More development on these procedures is expected.
• On June 3, we briefed the Town of Silt Human Resources Subcommittee of the new program. At that time, they agreed with our assessment and recommendation for the Town to opt out. We've all had more time to process so it will be important to all to weigh in.
• Pursuant to the requirements of the program, we convened a Town employee meeting to discuss FAMLI and gave them notice, that the Board of Trustees would be voting on whether to opt out on August 22 based on a recommendation by me, our Treasurer Amie Tucker and Town Attorney Michael Sawyer. Our HR Consultant Anne McCord has weighed in and supports the move.
• January 1, 2023 is the deadline to opt out if the Town chooses, otherwise participation requires no vote.

RECOMMENDATION: The staff recommends that the Town “decline employer participation”. This option allows a local government to decline to pay the employer share of the premium, while still supporting employees who want to participate by voluntarily deducting and remitting the employee share of the premium (0.45% of wages) and corresponding wage data to the State every quarter. This allows employees to voluntarily opt into the program without having to worry about the administrative burden of remitting their own premiums and wage data every quarter.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman, Amie Tucker, Michael Sawyer

DOCUMENTS ATTACHED: “Opt-Out” resolution, CDLE pamphlet, CML “white paper”, “Notice” to Silt employees, Town of Silt 2022 Benefits Brochure, Power Point presentation

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

SUBMITTED BY: Jeff Layman, Town Administrator

REVIEWED BY: Sheila McIntyre, Town Clerk
Family and Medical Leave Insurance (FAMLI)

Resolution: Declining Participation
August 22, 2022
What is FAMLI?

• Created through Statewide voter approval of Proposition 118 in 2020, the Family and Medical Leave Insurance (FAMLI) program “exists to ensure all Colorado workers have access to paid leave”

• FAMLI differs from the federal FMLA (unpaid) in that it provides paid leave, based on an employee’s weekly wage; further, FAMLI’s benefits depend on time employed within Colorado and not at a particular employer (portable)

• The premium for FAMLI is .9% of an employee’s wages, split 50/50 between the employee (0.45%) and employer (0.45%), up to a maximum of $161,700 in wages/$1,454.96 in annual premium; by law, this can increase to up to 1.2% of wages, or $1,940.40

• The maximum benefit via family is $1,100 a week and $13,200 annually

• The Town will automatically become covered – with Town and employee premiums due beginning in 2023 – if the Board of Trustees does not opt out of the program; three year commitment; the decision to opt out is not permanent and can be reconsidered anytime
Considerations

• Ongoing increasing costs are one of several reasons staff recommends Town Council opt out of FAMLI.

• Another reason is that the Town already offers competitive paid leaves: 13 holidays, at least two weeks of vacation (after 1 ½ years) and 12 sick days (no cap on accrual) – the latter two which accrue over time.
  • The Town also has an informal “sick leave bank” to assist employees who have exhausted available leaves and provides eligible employees with long-term disability benefits policy.

• CML surveyed municipalities regarding their intentions under FAMLI. Of 45 jurisdictions responding, only three said they were considering becoming covered; 24 were considering opting out and 18 were undecided as of mid-April; since then, we’ve heard of many more declining.

• If Board opts out, staff recommends supporting employees who decide to participate on their own by voluntarily deducting and remitting the employee share of the premium (0.45% of wages) and corresponding wage data to the Division every quarter.
  • This allows employees to voluntarily opt into the program without having to worry about the administrative burden of remitting their own premiums and wage data every quarter.
Town Employees

- If Town Council does not opt out of FAMLI, every Town employee will have deductions made from their pay for this program beginning in 2023, regardless of whether they believe participating is the right choice for their family, given the cost and other time off benefits the Town provides.
  - The program is not optional for employees if the Town becomes a covered employer.
- If Board opts out, Town employees would retain the option to participate in FAMLI – staff is recommending they should enroll directly with the State. Under this scenario:
  - The Town would assist with administrative burden of deducting/remitting, but not administration of time.
  - Employees would receive full benefits from FAMLI at the same premium for employee (0.45%) regardless of whether the Town becomes a covered employer.
  - The Town, meanwhile, can save over $7,500 annually – and growing – by declining participation through approval of the resolution as recommended.
Board of Trustees Action

- Allow the Town to participate without taking any action as provided for in the Statute, i.e., allowing the resolution to die without a motion to approve

- Approve the resolution as presented, declining employer participation

- Approve the Resolution as presented, with conditions, i.e., changing the resolution to decline all participation, including administering the collection and remitting of the employee’s premium to the State

- Continue this item to a future Board meeting date to allow additional time for questions
TOWN OF SILT
RESOLUTION NO. 14
SERIES 2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TOWN OF SILT, COLORADO, TO OPT OUT OF THE
COLORADO PAID FAMILY AND MEDICAL LEAVE
INSURANCE PROGRAM (FAMLI).

WHEREAS, in November of 2020, Colorado voters approved Proposition 118, which established a State-run Paid Family and Medical Leave Insurance program (“FAMLI”); and

WHEREAS, the purpose of the program is to ensure all Colorado workers have access to paid leave in order to take care of themselves or their family during life circumstances that pull them away from their jobs; and

WHEREAS, under FAMLI, employers and their employees are both responsible for funding the program and may split the cost 50/50; the premiums are set at 0.9% of the employee’s wage, with 0.45% paid by the employer and 0.45% paid by the employee; and

WHEREAS, C.R.S. § 8-13.3-522 provides that a local government employers may decline participation in the FAMLI program by vote of the governing body; and

WHEREAS, should the Town of Silt (“Town”) decline to participate in FAMLI, Town employees will still have the option to participate in the program and remit premiums to the State; and

WHEREAS, Town staff recommends that the Town Board of Trustees (i) decline participation in FAMLI and (ii) decline to withhold and remit the employee share of premiums for Town employees who elect FAMLI coverage; and

WHEREAS, it is the desire of the Board of Trustees of the Town of Silt to decline participation in the FAMLI 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 Board of Trustees of the Town of Silt.

Section 2. Public Hearing. The Board finds and determines that, with regard to the public hearing on the decision of whether to decline participation in FAMLI, notice was given and the hearing was conducted in accordance with the regulations adopted by the Colorado Department of Labor and Employment and codified at 7 CCR 1107-2.
Section 3. The Town of Silt hereby declines full participation in the Colorado Paid Family and Medical Leave Insurance Program, to include declining to collect and remit employee premiums to the State for those employees who elect coverage under FAMLI. The Board of Trustees further directs Town staff to bring the matter of revisiting the decision to decline participation in FAMLI before a future Town Board by no later than eight years from tonight’s vote.

Section 4. Notice of this Declaration shall be provided to the Colorado Division of Labor and Employment.

INTRODUCED, READ, AND PASSED THIS 8th DAY OF AUGUST 2022.

TOWN OF SILT, COLORADO

______________________________
Keith B. Richel, Mayor

ATTEST:

______________________________
Sheila m. McIntyre, Town Clerk, CMC
160 hours per year. At the end of the year, vacation hours can be rolled over at the same rate accrued.

Salaried employees will accrue an additional 1.538 hours per pay period, equal to 40 additional hours of vacation each calendar year.

**Sick Leave**
Sick time shall begin accruing after the first two weeks of employment at a rate of 3.692 hours per pay period equal to 96 hours per year. Sick leave is allowed to accumulate indefinitely.

**Pay Dates**
Pay days are every two weeks on the Friday following the pay period ending date.

<table>
<thead>
<tr>
<th>Phone Numbers</th>
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</thead>
<tbody>
<tr>
<td>Town Hall</td>
<td>876-2353</td>
</tr>
<tr>
<td>Town Administrator</td>
<td>876-2353 ext 103</td>
</tr>
<tr>
<td>Town Clerk</td>
<td>876-2353 ext 102</td>
</tr>
<tr>
<td>Utility Billing</td>
<td>876-2353 ext 101</td>
</tr>
<tr>
<td>Treasurer</td>
<td>876-2353 ext 104</td>
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<tr>
<td>Comm. Dev./Rec.</td>
<td>876-2353 ext 110</td>
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<tr>
<td>Permits/Planning</td>
<td>876-2353 ext 109</td>
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<tr>
<td>Building Inspector</td>
<td>876-2353 ext 106</td>
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<td>Public Works</td>
<td>876-2353 ext 104</td>
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<tr>
<td>Water Plant</td>
<td>876-5444</td>
</tr>
<tr>
<td>Waste Water Plant</td>
<td>876-0460</td>
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<tr>
<td>Municipal Court</td>
<td>876-2353 ext 102</td>
</tr>
<tr>
<td>Police (non emergency)</td>
<td>876-2735</td>
</tr>
</tbody>
</table>

TOWN OF SILT 2022
BENEFITS BROCHURE

The Town of Silt offers all full-time employees an excellent and high quality Benefits Package.

The following information is an overview of the benefits offered. If you need additional information, please contact the Human Resources Department.
Health, Dental & Vision
CEBT Medical (PPO4) plan. Single (employee only); Employee & Spouse; Employee & Child; Employee & Children; Employee & Family coverages offered. Current monthly premiums, Employee Portion: Single $0.00; Employee & Spouse $218.25; Employee & Child $193.00; Employee & Children $193.00; Employee & Family $317.00. (Includes Prescription Drug Coverage) Coverage starts the first of the month, 30 days after start date.

Life Insurance
Life insurance paid by the Town, is calculated at 2 times annual salary minus $30,000, rounded up to the next highest multiplier of 1,000, with a maximum of $70,000.

Retirement
CCOERA 401(a) participation after 6 months employment – mandatory 6% pre-taxed contribution and the Town contributing 6% of base salary.
All Police Officers have retirement with the Town through FFPA (Fire and Police Pension Association of Colorado). Employee has a 12% contribution, with a 9% match by the Town. Officers can also choose to enroll in the Town’s deferred compensation plan through CCOERA.

Contribution difference based on FICA and Medicare contributions both being made for regular employees. Medicare contributions only being made for law enforcement.

457 Deferred
Optional supplemental retirement plan that may be implemented two weeks after start of employment. Maximum contribution for 2022 is $20,500. If over 50 years of age maximum contribution for 2022 is $27,000. No Town match.

Disability
Town provides long-term disability plans. Eligible after 6 months of employment-60% of salary for non-work related injuries or illness.

Workers Compensation
All Town employees are covered for work related injuries. Injuries must be reported to supervisor and completion of injury report with HR Department.

Holidays
13 paid holidays per year: New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Day and either the day before or the day after Christmas Day.

Vacation Time
Vacation shall begin accruing at the end of the employees first six months of continuous employment. .5 - 4 years full-time employees, including law enforcement personnel shall accrue vacation time at a rate of 3.076 hours per pay period, equal to 80 hours per year; 5 – 9 years accrue 4.615 hours per pay period, equal to 120 hours per year; 10 + years accrue at 6.153 hours per period, equal to
MEMORANDUM

To: Town of Silt Staff
From: Jeff Layman, Town Administrator
Re: NOTICE REGARDING Colorado Paid Family and Medical Leave Insurance
Date: July 13, 2022

In November 2020, 57% of Colorado voters approved Proposition 118, allowing for the implementation of a state-run Paid Family and Medical Leave Insurance (FAMLI) program.

That same year, the state legislature enacted the Healthy Families and Workplaces Act, which requires all Colorado employers to provide 48 hours per year of fully paid medical leave. The Town of Silt meets or exceeds the standards required by both of these new laws, as shown below.

<table>
<thead>
<tr>
<th>FAMLI</th>
<th>HFWA</th>
<th>TOWN OF SILT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 12 weeks of partial rate of pay for leave required for illness of employee or family member, victims of sexual assault or domestic violence, birth or adoption of a child</td>
<td>Employees must receive 1 hour of sick leave per 30 hours worked, up to 48 hours per year at normal rate of pay for any mental or physical illness, injury, or health condition that prevents work; doctor visits; preventative care; victims of sexual or domestic violence. Leave accrues from year to year but an employer can deny use of more than 48 hours in one year.</td>
<td>F/T employees are paid at 100% through the employee’s sick bank, sick bank grants from other employees or the proposed Shared Employee’s Sick Bank. Town employees get 3.692 hours per pay period equal to 96 hours per year.</td>
</tr>
<tr>
<td>Premium of .9% of Employees salary</td>
<td>No premium</td>
<td>No premium</td>
</tr>
<tr>
<td>Employer must pay at least half</td>
<td>Employer pays</td>
<td>Town of Silt provides 96 hours of sick time at no cost to employee</td>
</tr>
<tr>
<td>State pays</td>
<td></td>
<td>Town of Silt pays</td>
</tr>
</tbody>
</table>

The Colorado Healthy Families and Workplaces Act (HFWA) is mandatory for all Colorado employers, and the Town of Silt already provides more than the amount of sick leave required by that Act for full-time employees, and allows part-time employees to accrue the “paid time off” they earn from year to year and use more than 48 hours in a year.
The Colorado Paid Family and Medical Leave Insurance program (FAMLI), on the other hand, is not mandatory for local governments, and Board of Trustees are required to determine whether to opt out of the state-run program or have their employees become automatically enrolled and remit .9% of their salaries as a premium beginning January 1, 2023. The Town would pay .45% with employees paying .45%.

My recommendation is that the Board of Trustees should vote to opt out of the program since the Town already provides generous leave for a variety of reasons, including all state-mandated reasons, allows leave to accrue from year to year, pays 100% of an employee’s salary, and doesn’t require employees to apply for reimbursement of lost wages for taking leave, as the FAMLI program would. Moreover, the state program only pays a portion of an employee’s wages, 84% for someone earning $35,000/year and only 65% for someone earning $80,000/yr, despite the premium being .9% of each of those employee’s salaries.

If the Board of Trustees does opt out, employees may still voluntarily opt into the state FAMLI program on their own, at a cost of .45% of their annual salary. Employees who opt in, must pay into the program beginning January 2023, agree to stay in for at least 3 years, and cannot apply for benefits until January 2024. If the Town has opted out, and an employee opts in on their own, the Town would still pay for leave under its current policies.

Should you wish to discuss this program further, or believe my recommendation to the Board should be different, please don’t hesitate to contact me and/or Treasurer Amie.

On August 8, 2022, the Silt Board of Trustees is scheduled to consider whether to opt in or out of the Colorado Paid Family and Medical Leave Insurance Program (FAMLI). We will alert you if this schedule changes.

Employees are welcome to attend the Board Meeting and provide comment if desired, and/or you can send comments by email to Town Clerk Sheila McIntyre, who will make them part of the record. After the vote, I will send another email to inform you of Board’s decision.

In the meantime, if you have any questions, please do not hesitate to contact me directly.
Preparing for FAMLII
Local Governments

Unlike businesses, Colorado local governments must decide whether or not to provide Family and Medical Leave Insurance (FAMLII) benefits to their employees. Here are the steps local governments should take to prepare for FAMLII:

1. **Vote on your local government’s participation in FAMLII**

   The governing body for each Colorado local government must hold a vote to determine its level of participation in the FAMLII program. Local governments must then notify FAMLII of their decision, and have an obligation to revisit this vote no later than every 8 years.

   Colorado local governments may choose between three options:
   - Provide full FAMLII benefits to employees. This option includes the local government agency’s agreement to pay the employer share of the premium (0.45% of wages) and remit employees’ share of the premium (0.45% of wages) along with wage data to the FAMLII Division once a quarter.
   - Completely opt out of the FAMLII program.
   - Assist employees who want to individually participate in the FAMLII program by providing them with a voluntary payroll deduction, with remittance of both the employee share of the premium (0.45% of wages) and wage data once a quarter to the FAMLII Division. This option does not provide the employee job protection as a local government worker, but providing this service for those who wish to individually participate in FAMLII is a worthwhile investment and benefit for your employees.

2. **When can we vote?**

   Anytime during 2022, but you are not required to give FAMLII notice until January 1, 2023.

3. **Register with the FAMLII system (Fall 2022)**

   Every local government should register with FAMLII’s online system, including those which choose not to participate in FAMLII. Registering with the system and uploading your documents will enable FAMLII to keep track of local governments employers’ current intentions for participation, the obligation to revisit a declination vote after 8 years, and enable local government employers to provide an affordable benefit if they choose to remit premiums and wage data for employees who self-elect coverage.

   FAMLII’s online employer service system is expected to be available for registration during the Fall of 2022, during which time we will have support staff available to help troubleshoot issues for employers.

4. **Notify FAMLII of your local government’s decision**

   Following a local government’s vote regarding participation in FAMLII, the local government must notify the FAMLII Division of its decision by January 1, 2023.
What does our local government need to send to FAMLI?

The requirement may be fulfilled by a letter on letterhead and must indicate the date the vote was taken (this starts the 8 year clock), and declare which of the options outlined above the local government has chosen.

The letter with the date of the vote and the option the local government has chosen is the only information you need to submit to the FAMLI Division in 2022. The letter must be submitted after registration.

What happens if we do not take a vote, or send a letter?

If the Division does not receive notice from the local government by January 2, 2023, the FAMLI Division will assume the local government intends to fully participate in the FAMLI program as an employer, and will expect both wage data and premium payments due on April 1, 2023. You must notify the Division ahead of January 1, 2023 to avoid paying premiums.

What are the timelines in the rules?

The rules have several timelines to be aware of and follow depending on the option selected by the governing body. Below is a list of the timelines. Please see 7 CCR 1107-2 for more information.

- Local governments must notify employees of their decision on FAMLI participation within **30 days after** the deciding vote. This gives local governments time to communicate their decision to their employees.
- If the local government chooses to decline to fully participate in the FAMLI program, the decision must be revisited every **8 years** at a minimum.
- **180 days notice** must be given to employees before any change regarding access to FAMLI benefits is effective. This gives people time to make arrangements and self-select coverage if they wish to do so. Benefits do not start until 2024.
- Local governments who choose to fully participate in FAMLI, as well as individuals who self-elect coverage, must remain in the program and agree to pay premiums for a **minimum of 3 years**. If a local government wishes to withdraw from the program at the end of the three-year period, the Division requires a **minimum of 90 days notice** so we can change systems to avoid overpayments and miscommunication.
Briefing

- The FAMLI program provides employees with 12 weeks of paid leave to take care of themselves or a family member.
- Participation in FAMLI is automatic for municipalities unless they formally opt out.
- Opt-out votes and notice to the FAMLI Division should occur before the end of 2022 to avoid premium assessments in 2023.
- Employees can take part in FAMLI even if their municipality declines to participate.

URGENT ACTION IS NEEDED. Colorado municipalities must make immediate decisions regarding their participation in Colorado’s Paid Family Medical Leave Insurance (FAMLI) program. Participation will have a substantial impact on your municipal budget, operations, and employee relations. Participation is automatic for any municipality unless your council or board formally votes to decline participation or opt out. The FAMLI Division must be notified by the end of 2022 to avoid premium liability. CML is not encouraging municipalities to participate or to decline participation in the program. Each municipality should assess the program for themselves. Opting out now does not prevent later participation, and employees can still participate individually and should receive the full benefit of the program.

Continued on page 2
What is FAMLI?

In November 2020, Colorado voters approved Proposition 118, which paved the way for a state-run Paid Family Medical Leave Insurance (FAMLI) program. FAMLI is codified at C.R.S. §§ 8-13.3-501 to -524, and is administered through the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance (famli.colorado.gov). Premiums will be collected (including employer and employee shares) starting Jan. 1, 2023, and benefits will be available starting Jan. 1, 2024.

FAMLI provides covered employees with 12 weeks of paid leave to take care of themselves or a family member during life events like injury, serious illness, or pregnancy. An additional 4 weeks are available to employees who experience pregnancy or childbirth complications. Payments would be a rate below the employee’s weekly rate, as described below. Leave can be taken together or intermittently. FAMLI benefits are portable between jobs.

FAMLI also provides job protection for employees who were employed for at least 180 days before the protected leave occurs. This means that an employer must return the employee to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions following the leave. Employers must also maintain healthcare benefits during the leave, but the employee would have to continue to pay their share of the cost. Accrual of seniority and other benefits are not protected.

FAMLI is a separate program from the paid sick leave requirements of the Healthy Families and Healthy Workplaces Act and the Federal Family and Medical Leave Act (FMLA).

What will participation in FAMLI cost my city or town?

Participating employers and employees will contribute to premiums for FAMLI, and municipalities will bear the administrative costs of compliance. Premiums will be 0.9% of an employee’s wage (HB22-1305 is pending in the General Assembly and would reduce this to 0.81% for the first six months of the program). Wages and exempt items are determined under administrative rules (7 CCR 1107-1:1.5.3 and 1.5.4). A municipality can expect to contribute an amount equal to at least 0.45% of its current employee “wages” on an annual basis and possibly up to 0.90% of that figure. The FAMLI Division will provide notice of expected premiums and publish due dates and guidance on premium remittance.

A participating municipality (unless it has fewer than 10 employees) must remit 100% of the premium for each employee.

The employer must directly contribute at least 50% of that amount (i.e., 0.45% of the employee’s wage) and may require the employee to deduct the remaining 50% from their paycheck (i.e., employees would see a deduction of about 0.45% from their pay). An employer can choose to contribute part or all of the employee portion of the premium. For a municipality with fewer than 10 employees there is no “employer share”; the municipality can require the employee to deduct up to 50% but can also choose to contribute part or all of the employee portion.

An employer is responsible for any error it makes in calculating, deducting, and remitting premiums, including the employee portion.

If a municipality does not participate in FAMLI, the employee would be solely responsible for 50% of the premium if the employee elects to participate individually. The municipality can, but need not, deduct the employee portion from payroll and remit it to the state. If the municipality is involved in deducting or remitting the employee portion, any error would be the municipality’s responsibility.

Why would my city or town not participate in FAMLI?

Declining participation in the FAMLI program is a significant decision, but it must be made quickly to meet FAMLI’s initial deadlines. If a municipality does not opt out now, it must wait three years to decline participation. If a municipality opts out now, it can opt in any future year. It must renew its decision to decline participation at least every eight years.

The cost of the FAMLI program may outweigh the benefits to the municipality and its employees. FAMLI program participation will increase municipal budgets by at least 0.45% of its employees’ wages annually and potentially more. FAMLI also includes additional administrative work for finance and human resources staff and raises employer liability concerns. Employees who want the paid benefits of FAMLI can participate individually at no greater personal cost and without imposing a cost on the municipality and other employees who do not want to participate.

Municipalities may want to make a local decision as to how to provide employee benefits and protections. Participation in the FAMLI program could conflict with existing employer benefits plans or collective bargaining agreements. Alternatives, like a private plan pursuant to C.R.S. § 8-13.3-521 (or adopted independently after opting out of FAMLI by a vote) or a supplemental insurance program, could be a better fit for your organization.

Because FAMLI is a new program and the program rules have not been fully established, a municipality may choose to be cautious and opt out initially so it can evaluate the program in operation to determine if it is the best choice for the municipality. By opting out, a municipality can determine budgetary and employment impacts locally. Because FAMLI assigns the costs of errors in calculating and remitting premiums to employers, a municipality may wish to wait until procedures can be developed to ensure compliance. Finally, the FAMLI Division has yet to issue all necessary administrative rules, including explaining the interplay between the program and other federal and state laws.

What is best for our employees?

Employees can still participate individually (C.R.S. § 8-13.3-514) and should receive the same benefits, even if the municipality declines participation. Benefits rules to be issued this year will hopefully confirm that benefits will apply equally. The cost to the employee who wants FAMLI coverage is the same whether the employer...
participates or not; employees who do not want this coverage would not have to pay any premium.

Employees who choose to participate individually when the municipality opts out would be required to remit their premium share directly to the FAMLI Division unless the municipality chooses to handle this payment by deducting the premium from the employee’s pay or paying it on the employee’s behalf.

Employees may benefit from a municipality opting out because the municipality would have no financial responsibility for 50% of the premium. The municipality could choose to use that savings to benefit employees directly, such as by paying for some or all of the 50% premium for employees who participate individually.

Employment protections under the statute do not apply if a municipality declines participation in FAMLI, but the Federal Family and Medical Leave Act (for employers with 50 or more employees in the current or prior year) and any local standards would still apply.

What are the costs and benefits for employees?

Employees bear up to 50% of the premium (or 0.45% of their weekly wage) if the municipality participates or the employee chooses to participate individually. Employees who do not want to participate must still pay a premium if the municipality does not decline participation. Job protections defined in C.R.S. § 8-13.3-509, apply only if a municipality participates in the program.

By statute, an employee would receive a weekly benefit under FAMLI in the amount of 90% of their weekly wage that is equal to or less than 50% of the state average weekly wage, and 50% of their weekly wage that is more than 50% of the state average weekly wage. Weekly benefits are capped at 90% of the state average weekly wage until 2025, when the maximum weekly benefit is limited to $1,100 per week. The FAMLI Division suggests that an employee would receive benefits between 37% ($1,100 based on a weekly wage of $3,000 or more), 55% ($1,100 based on a weekly wage of $2,000), 68% ($1,018 based on a weekly wage of $1,500), 77% ($768 based on a weekly wage of $1,000), and 90% ($450 based on a weekly wage of $500) of the employee’s weekly wage.

Benefits rules have not been finalized. The FAMLI Division provides a premium and benefits calculator on its website. Federal income tax may apply to benefits, but benefits are exempt from state income taxes.

How do we opt out?

All municipalities are included in FAMLI by default, regardless of size. A municipality

Employees can participate in FAMLI individually and should receive the same benefits, even if their municipality declines participation.
may opt out and avoid the employer portion of premiums by a vote of a governing body. The opt-out procedure is governed by C.R.S. § 8-13.3-514 and administrative rules at 7 CCR 1107-2. Declination takes effect 180 days after the vote so employees can elect to individually participate in the FAMLI program if they choose. A municipality cannot decline part of FAMLI’s provisions.

Pre-vote notices: The municipality must give prior notice of the vote in the same manner it notices other public business. Under the Colorado Open Meetings Law, this means at least 24 hours advance notice must be posted. Local requirements may apply.

Special notice must be provided to employees in writing before the vote indicating the voting process and providing an opportunity to submit comments to the governing body. Information about individual opt-in may also be required (see 7 CCR 1107-2: 2.6.A.4), although those standards likely apply only to post-vote notices. The rules do not indicate that email communication is not appropriate (7 CCR 1107-2: 2.6.A.2). Municipalities might consider both email and written communications to employees.

A description of the voting process could identify the local requirements for the governing body to approve an action, including the potential to make a motion, council or board deliberation, and vote requirements. Municipalities could also consider allowing both oral testimony at the meeting and a written comment option.

Hearing and vote: The vote must occur at least 180 days before the declination will be effective (This deadline appears to apply to an initial declination before the program even begins in 2023, but the rules are not clear). While a formal hearing is not required, the rules require the governing body to take testimony before voting. This could include both verbal and written comments from any interested person.

The rules require that the vote follow the entity’s procedures for formal votes and be a “decision by an affirmative vote of the local government’s governing body to decline participation in the [FAMLI] program” (7 CCR 1107-2: 2.6.A). The rules do not indicate that any formal approval mechanism is required, unless one is required by local standards. A motion, resolution, or ordinance may suffice but could modify the “voting process” that needs to be detailed to employees in the advance notice. At a minimum, the document should probably include language indicating that notice was given to employees and the public as required, testimony was taken, and that the body voted affirmatively to decline participation in the FAMLI program.

Post-vote actions: After a vote to decline participation, the municipality must provide several notices. First, the municipality must provide written notice to the FAMLI Division “memorializing the decision” and identifying the date of the vote. The rules are silent on the timing of notice to the FAMLI Division; prompt action is advised. The FAMLI Division has suggested that a letter would be sufficient and expects to have an electronic portal for submissions ready in late 2022. A certified record of the meeting (e.g., minutes showing the motion, vote, and date; resolution; ordinance) with a cover letter would provide a more concrete explanation of the vote and demonstrate compliance with other requirements (7 CCR 1107-2: 2.5.A and, 2.6.A).

Second, the municipality must provide written, individual notices to employees within 30 days after the vote. This notice must indicate the vote to decline coverage and “the impact toward FAMLI, or other paid family and leave insurance coverage” (7 CCR 1107-2: 2.6.A.3). The notice must explain the difference between the FAMLI program and any private plan offered by the local government and identify FMLA eligibility and other local benefits.

The employee notice (and possibly the pre-vote notice) must also provide information on the right of the employee to voluntarily opt in to FAMLI pursuant to C.R.S. § 8-13.3-514, and FAMLI Division contact information (7 CCR 1107-2: 2.6.A.4).

Third, the municipality must post the post-vote notice in a “conspicuous and accessible place in each establishment where employees are employed” (7 CCR 1107-2: 2.6.A.4). Email notice or posting on a web- or app-based platform is recommended and is required for employers with no physical workplace and for employees who work through a web- or app-based platform or work remotely.
Special Notice Standards: The post-vote notice, at a minimum, and potentially all notices must be provided in English and any language representing the first language spoken by at least 5% of the municipality’s workforce.

The FAMLI Division will make posters and notices available, but municipalities must request the materials and should expect to pay printing and mailing costs. Notices and posters in languages other than English or Spanish must be specially ordered.

Declination renewal: The declination must be renewed every eight years or the municipality is automatically added back in to FAMLI (7 CCR 1107-2: 2.5.C). The rules require “a similar vote process and margin.” That likely means the same number of votes needed to approve an action, not passage by the exact same number of votes as the prior declination.

How do we opt back in to the FAMLI program?

A municipality that previously opted out of the FAMLI program may opt back in by affirmative vote “of a quorum of the governing body” at the beginning of the annual local budgeting cycle, as determined by the municipality (7 CCR 1107-2: 2.5 and 2.6). Coverage would begin no later than the quarter after the vote and submission of one quarter’s premium. Municipalities who opt into FAMLI must stay in the program for at least three fiscal years.

Opting back in also involves employee notice requirements. No more than 90 days after the vote, individual employees who opted in must be personally notified in writing that the municipality has opted back into FAMLI. The notice must include the date for the municipality’s first submittal of quarterly premiums and any potential lapses or changes in benefits eligibility. The local government must publicly post a notice of the date the employer will begin paying FAMLI premiums and when coverage is expected to start. Employees who did not opt in must also be notified in writing, both publicly and personally, no later than 180 days after the vote to opt back into FAMLI. The notice must contain a detailed explanation of employee rights under the FAMLI program, including program requirements, benefits, claims processes, payroll deductions, premiums, and employee protections like the right to job protection and benefit continuation and protection against retaliatory or discriminatory information, among other things.

Anticipate updates to FAMLI program.

Municipalities must act now to determine if they want to participate in the FAMLI program, but they should expect updates throughout 2022. Several administrative regulations have yet to be finalized, including benefits rules and the interaction between FAMLI and other federal and state leave laws. The Colorado Supreme Court is also considering a court challenge to the premium requirement that might be decided this year.
Colorado’s Paid Family Medical Leave Insurance (FAMLI) program
General Fund
Revenue $ 2,796,538 69%
Expenditures $ 2,050,860 44%

General Fund Revenue
Sales Tax: $ 796,808 71%
Use Tax: $ 317,493 85%

Funds Report
Water/Wastewater:
Revenue $ 1,785,191 63%
Expense $ 1,255,482 33%
Irrigation:
Revenue $ 202,569 60%
Expense $ 260,101 66%
Silt Housing Authority:
Revenue $ 118,421 50%
Expense $ 127,941 52%

Investments
Cash: 8,379,074
Checking: 393,084 ANB
Money Market: 4,422,912 ANB
CSafe 01 506,014 CSafe
CSafe 02 1,522,145 CSafe
CSafe 03 597,279 CSafe
ColoTrust Gen Fund 36,118 ColoTrust
ColoTrust W/WW 812,450 ColoTrust
ColoTrust Housing 118,757 ColoTrust
Utilities Cash Clearing: 2,992
Returned Check Clearing: 308
W/WW Reserved Cash: 27,000
Town of Silt  
Monthly Financial / Cash Flow Report

July 2022 (58% of the Year has elapsed)

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD Revenues</th>
<th>Budgeted Revenues</th>
<th>%</th>
<th>YTD Expenses</th>
<th>Budgeted Expenses</th>
<th>%</th>
<th>Revenues over/under Expenses</th>
<th>Current Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>2,796,538</td>
<td>4,036,035</td>
<td>69%</td>
<td>2,050,860</td>
<td>4,664,155</td>
<td>44%</td>
<td>745,678</td>
<td>4,638,453</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>22,843</td>
<td>40,075</td>
<td>57%</td>
<td>5,138</td>
<td>60,000</td>
<td>9%</td>
<td>17,705</td>
<td>142,494</td>
</tr>
<tr>
<td>Water &amp; Wastewater Fund</td>
<td>1,785,191</td>
<td>2,817,590</td>
<td>63%</td>
<td>1,255,482</td>
<td>3,780,580</td>
<td>33%</td>
<td>529,709</td>
<td>3,206,325</td>
</tr>
<tr>
<td>Irrigation Fund</td>
<td>202,569</td>
<td>338,200</td>
<td>60%</td>
<td>260,101</td>
<td>391,320</td>
<td>66%</td>
<td>-57,532</td>
<td>406,161</td>
</tr>
<tr>
<td>Victim Assistance Fund</td>
<td>7,167</td>
<td>9,250</td>
<td>77%</td>
<td>20,295</td>
<td>25,300</td>
<td>80%</td>
<td>-13,128</td>
<td>42,643</td>
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<tr>
<td>Beautification Fund</td>
<td>43,386</td>
<td>55,030</td>
<td>79%</td>
<td>63,963</td>
<td>145,000</td>
<td>44%</td>
<td>-20,577</td>
<td>228,206</td>
</tr>
<tr>
<td>Park Impact Fund</td>
<td>54,009</td>
<td>58,050</td>
<td>93%</td>
<td>0</td>
<td>55,000</td>
<td>0%</td>
<td>54,009</td>
<td>135,091</td>
</tr>
<tr>
<td>Construction Impact Fund</td>
<td>32,218</td>
<td>30,000</td>
<td>107%</td>
<td>0</td>
<td>50,000</td>
<td>0%</td>
<td>32,218</td>
<td>109,252</td>
</tr>
<tr>
<td>Silt Housing Authority</td>
<td>118,421</td>
<td>238,350</td>
<td>50%</td>
<td>127,941</td>
<td>244,480</td>
<td>52%</td>
<td>-9,520</td>
<td>194,547</td>
</tr>
<tr>
<td>Economic Devel. Revolving</td>
<td>18,703</td>
<td>17,000</td>
<td>110%</td>
<td>187</td>
<td>16,535</td>
<td>1%</td>
<td>18,516</td>
<td>30,422</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,081,045</strong></td>
<td><strong>7,639,580</strong></td>
<td></td>
<td><strong>3,783,967</strong></td>
<td><strong>9,432,370</strong></td>
<td></td>
<td><strong>1,297,078</strong></td>
<td><strong>9,133,594</strong></td>
</tr>
</tbody>
</table>

| Sales Tax                   | 796,808      | 71.1%             |
| Use Tax                     | 317,493      | 84.7%             |

| Trash Service Fees          | 259,967      | 65.7%             |
| Water Service Fees          | 505,711      | 60.6%             |
| Wastewater Service Fees     | 649,696      | 65.0%             |
| Irrigation Fees             | 148,674      | 59.5%             |

aet 8/18/22
## Town of Silt

### Month Town Received Funds

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>57,660</td>
<td>70,030</td>
<td>58,182</td>
<td>74,318</td>
<td>60,672</td>
<td>57,601</td>
<td>65,718</td>
<td>72,248</td>
<td>75,837</td>
<td>78,986</td>
<td>77,830</td>
<td>68,435</td>
<td>817,517</td>
</tr>
<tr>
<td>2019</td>
<td>66,667</td>
<td>67,063</td>
<td>62,651</td>
<td>52,890</td>
<td>75,666</td>
<td>66,144</td>
<td>70,293</td>
<td>78,867</td>
<td>71,805</td>
<td>86,548</td>
<td>84,521</td>
<td>88,243</td>
<td>871,358</td>
</tr>
<tr>
<td>2020</td>
<td>79,495</td>
<td>89,702</td>
<td>69,937</td>
<td>71,613</td>
<td>79,900</td>
<td>81,218</td>
<td>88,277</td>
<td>98,766</td>
<td>103,464</td>
<td>92,270</td>
<td>89,183</td>
<td>101,808</td>
<td>1,045,633</td>
</tr>
<tr>
<td>2021</td>
<td>87,992</td>
<td>106,303</td>
<td>81,733</td>
<td>92,390</td>
<td>105,699</td>
<td>107,768</td>
<td>129,723</td>
<td>142,057</td>
<td>102,590</td>
<td>110,788</td>
<td>109,873</td>
<td>1,282,253</td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td>107,452</td>
<td>120,470</td>
<td>90,424</td>
<td>98,562</td>
<td>119,243</td>
<td>132,384</td>
<td>121,773</td>
<td>790,308</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>790,308</td>
</tr>
</tbody>
</table>

### Sales Tax Collected 2018-2021

- **2018**
- **2019**
- **2020**
- **2021**
- **2022**

### Y-T-D Total

- **2018**: 444,181
- **2019**: 461,374
- **2020**: 560,142
- **2021**: 687,222
- **2022**: 790,308

**Total**: 2,083,275

*** $81,291 from October 2020 tax was remitted by mistake. This amount was deducted from the remittance for the month of January 2021. I have posted numbers in those respective months that reflect the actual/real revenues for comparison purposes.
The Silt Planning and Zoning Commission held their regularly scheduled meeting on Tuesday, July 5, 2022. Chair Williams called the meeting to order at 6:33 p.m.

Roll call

Present
Chair Lindsey Williams
Vice-chair Joelle Dorsey
Commissioner Eddie Aragcn
Commissioner Robert Doty
Commissioner Michael Bertaux
Commissioner Charlienna Chancey

Absent
Commissioner Kim Leitzinger

Also present were Town Administrator Jeff Layman, Planner Mark Chain, Community Development Administrative Assistant Dusti Torne.

Pledge of Allegiance

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the June 7, 2022 Planning & Zoning Commission meeting.

Commissioner Bertaux made a motion to approve the consent agenda as presented. Vice Chair Dorsey seconded the motion, and the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Belle Vista Site Plan Review Lot 1

Planner Chain introduced this project and went over his staff report. He went over the history of Belle Vista/Village at Painted Pastures. Lot 1 is the last of the three lots that comprise the project. He noted that construction had started for two multi-family buildings on Lot 2 and that they were still working on the subdivision infrastructure in that area. No development has occurred yet on Lot 3, which is the self-storage area.

Lot 1 is composed of three buildings totaling slightly more than 21,000 ft.² of warehouse, retail, office and other allowed uses according to the commercial section of the PUD. During the presentation a couple of items were noted:
• Building C did not presently meet perimeter setbacks and the applicant would proposing that this be done with the site plan submittal.

• There were still some remaining drainage issues that were being reviewed by the Town Engineer and this is being addressed in a condition of approval.

• The sidewalk on the north side of Building A was only 6 foot in width and the Town standard for this is 10 feet. Planner Chain noted that in this particular instance, there are factors that justify the 6 foot width to be appropriate, such as; the pedestrian circulation is pulled away from the building and is adjacent to landscaping, and there is not a large parking lot or circulation area to the north of the building.

Planner Chain thought that the buildings noted in the application met the Town’s design guidelines and would be good fit for the area. However, because there is no guarantee that these buildings will be issued a building permit in the immediate future, he wanted a condition of approval that would require the Building Official or Planner to review the exteriors and make sure that they are the same quality as submitted in the land use application, at the time of permitting. Planner Chain also noted that the Town Attorney has suggested an additional condition that required the applicant to submit an amendment to the Subdivision Improvements Agreement, updating the phasing schedule for the public improvements. He noted that it was his understanding that the developer had no concerns with that condition.

Julie Pratte provided some comments on behalf of the developer’s team. She noted that the structure had metal awnings and the height was approximately 28 feet. She also discussed some of the landscaping details. There were some questions from the Planning Commission related to drainage, parking and signage.

The Planning Commission discussed the application for a short time and found that it generally met the Town’s Site Plan Review standards, except where noted, and that these variations were acceptable. The project also appeared to meet the basic PUD zoning for the property.

Commissioner Bertaux made a motion to approve the Site Plan Review for Lot 1 of Belle Vista with the following conditions:

1. All representations of the applicant made in writing, application materials and verbally at the Planning Commission meeting or that are reflected in the meeting minutes are considered part of the application and are binding on the applicant.

2. The applicant shall work in good faith with the Town Engineer to resolve issues identified in the Boundaries Unlimited Inc. redlines; to the satisfaction of the Town Engineer and Staff, prior to the construction of any site improvements on the property.

3. All building exterior lighting in the project shall conform to the Town of Silt lighting standards.

4. Any changes suggested by the Fire Marshall will be incorporated into the plans for the project.

5. That proper site planning documents be resubmitted with building permit or prior to building permit showing accurate perimeter setbacks and compliance of Building C with side yard setback.
6. At time of building permit submittal, staff has the ability to review buildings proposed for actual site development and has the ability to ensure buildings are the same quality as submitted as part of the Site Plan Review Application and that they meet all standards contained in section 17.42.080

7. That screening details for the trash enclosures be provided at time of building permit.

8. That any outside storage be compliant with Town screening standards for the life of the project.

9. The approval of the site plan for Lot 1 is contingent upon the owner processing an amendment to the Subdivision Improvement Agreement for the Village at Painted Pastures updating the phasing schedule for completion of the public improvements and said amendment being recorded in the public records.

Doty seconded the motion. The motion passed unanimously by a vote of 5-0.

Planning Update

Planner Chain gave a brief update of this status of various planning issues and projects that have come before the Commission or that were anticipated in the near future.

Commissioner Comments

New Planning Commissioner Chancey introduced herself. The rest of the Commission welcomed her.

Adjournment

Commissioner Bertaux made a motion to adjourn. Vice Chair Dorsey seconded the motion, and adjourned the meeting 7:35 p.m.

Respectfully submitted,

Mark Chain, Planner

Approved by the Planning Commission
Lindsey K. Williams

Lindsey Williams, Chair
Summertime Silt: Big Concert Next Fri!

The Silt Police Department hosted its annual Bike Rodeo last Saturday. 39 Silt kids and their parents tested their bicycle-handling skills and traffic safety knowledge on the course set up on Grand Avenue adjacent to Veterans Park.

All of Silt's Police Officers, led by Chief Mike Kite, were on hand to inspect bikes, guide kids through the bike handling course and discuss how to be safe riding the streets of Silt. Silt officers were joined by Police Records Technician Hope Stewart and Town Clerk Sheila McIntyre, not to mention the special guest appearance of Parachute Police Chief Sam Stewart.
Special emphasis was placed on the importance of proper fitting helmet. Representatives of the local organization were present to give away helmets to kids who didn't have one and help in fitting the helmets properly.

After the Bike Rodeo, everyone was treated to lunch of hotdogs prepared by Chief Mike Kite and pizza from Burning Mountain Pizza and Subs.

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**HELP WANTED: Town of Silt Recruiting for a Building Plans Examiner/Inspector**

*Town of Silt* is looking for a team player to fill this permanent full-time (40 hours per week) **Building Plans Examiner/Inspector position**. This position works closely with the public on a regular basis to provide customer service on building and planning issues in our Community Development Department. Requires a high school education and at least two (2) years of experience in building inspection, building construction, building trades, with experience in reading drawings, interpreting building codes, and use of reference related materials, and Building Inspector and/or Plans Examiner certification. Driver’s License and good driving record required. Starting salary $25.96 to $ 36.06/hour. The Town of Silt conducts background investigation and drug testing as a condition of employment. Applications and a full job description can be downloaded at [www.townofsilt.org/jobapplication](http://www.townofsilt.org/jobapplication) or picked up at Town Hall. Please submit application and resume to: Community Development Department, Town of Silt, P.O. Box 70, Silt, CO 81652. Applications will be accepted until August 22 at 8 AM.

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**T Ball Wraps Up Inaugural Season**

Silt Recreation's inaugural T-Ball season wrapped up a successful 2022 campaign last week. Sixteen Silt kiddos participated in a six week season. Practices and
games were played at Flying Eagle Park with the end of season game held at the Stoney Ridge Baseball Park. Six volunteer coaches helped Community Development (and Recreation) Manager Nicole Centeno make it a great season!

52nd Annual Heyday Festival August 20

52nd ANNUAL SILT HEYDAY

“COMMUNITY GROWS HERE”

August 20, 2022 at Veteran’s Park

500 Home Avenue

Pancake Breakfast with “Feeding Giants” – 7 am – 9:30 am

Flag raising and National Anthem – 8 am Arts & Crafts Booths – 9 am – 5 pm

Heyday Parade – 10 am Beer & Wine Booth – 11 am – 9 pm

Anvil Points Quilt Show – 11 am –

Silt Historical Park Horseshoe Tournament – 11 am –

Stoney Ridge Pits Vintage Base Ball Game – 1 pm – Roy Moore Ball Field

Music: “Exit 42” – 1:30 pm – 4:30 pm

Cornhole Tournament – 3 pm

Watermelon Seed Spitting Contest – 3:30 pm

Pie Eating Contest – 4:30 pm

Jalapeno Eating Contest – 5:00 pm

Music: “The Real Deal Band” – 6 pm – 9 pm – “Traditional Country”

Colorado River Fire Rescue “Touch a Truck” Open House

VOLUNTEERS NEEDED!

MORE INFORMATION GO TO THE TOWN OF SILT WEBSITE AT: www.townofsilt.org OR EMAIL US AT: siltheyday21@gmail.com
Local Fire District Crews Reducing Fuels in Silt

Folks who live in Silt's Eagle's View subdivision may have seen fire crews working in the area recently. Colorado River Fire Rescue's Wildland Division, led by Lieutenant Ken Hutchinson, have been working on projects designed to reduce the threat of wildfire by mitigating and reducing fuels.

The crew has been focused on the area around First Mesa Drive and Peach Valley Road, near Eagle's View Park. Future projects over the next few years are the drainage north of 16th Street adjacent to the Stoney Ridge Subdivision, the Spruce Meadows subdivision adjacent to K&K Lumber, areas in and around the Silt Trade Center and the hillsides north of Stoney Ridge Pavilion and Park.

CRFR is anxious to work with private property owners to get permission to work in certain areas to reduce and mitigate vegetation that is prime fuel for wildfire. Residents interested in learning more can contact Hutchinson or Chief Leif Sackett at 970-625-1243.

The Town of Silt and the Fire District are working cooperatively on these projects, with the Town's Public Works Department providing some equipment and other resources, as necessary.

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OHVs Legal North to Squirrel Valley BLM Land

August 14th marks the day that OHV travel on certain Garfield County roads will be legal, after the Town of Silt and the County worked cooperatively to make it happen.

The roads north of Silt to allow OHVs will be Pretti Lane, Bendetti Lane and Peach Valley Road from 7th Street to Smith Doll Mine Road.

Town officials approached Garfield County for the change to allow Silt residents to access the BLM recreation area at what's locally known as "Squirrel Valley" without having to trailer their machines. The County ordinance was passed last month. This follows the ordinance passed in Silt two years ago that allowed OHV use on Town streets.
The Town will work with the County in the near future to identify the roads where OHV is legal and the Bureau of Land Management to improve the signage and facility at Squirrel Valley.

Music At The Market
Veteran's Park - 500 Home Avenue, Silt
Wednesdays from 6:30 - 7:30

- July 6th: Dan McRae
- July 13th: Travis Lucero
- July 20th: Tom Evans
- July 27th: Tim & Melissa
- August 10th: Jeff Rice
- August 17th: Joey Ball
- August 24th: The LEFC
- August 31st: ZINZIN

Farmer's Market Resumes Next Week

After a one week pause, Silt's Farmer's Market returns next Wednesday with produce, including peaches and corn, food, music, beer and fun!
Big Summer Concert TONIGHT!!

Join the Town of Silt for the BIGGEST Town concert of the summer at Silt's Stoney Ridge Pavilion from 5:30-9:45 TONIGHT! Local favorite Whiskey Stomp starts out the evening at 5:30 and "America's Favorite Van Halen Tribute Band", direct from Sturgis, Completely Unchained, takes the stage immediately after.

Thanks to our sponsors Holiday Inn Express, Misty's Coffee Shop, Alpine Bank, A-1 Traffic Control, ANB Bank, Boundaries Unlimited, Down Valley Septic, Green Cross, High Q, Karp.Neu.Hanlon and Native American Crane Service for their support!
Bring Your Own Food, Beer, Wine!

Returning this year at Silt's community concerts is the invitation to all to "bring your own........". That means that those attending Silt's summer concerts should plan to bring chairs, shade, food, drinks and whatever you might need to enjoy a couple of hours of listening to music.

In the past, the Town has provided for all of these creature comforts by operating food and beer concessions, setting up tents, chairs and tables. This year, as in last, with the observation that the Town now allows beer and wine to be consumed responsibly in Town parks and the desire not to compete with local eateries, the Town had gotten out of that business.

Food for delivery to the Stoney Ridge Pavilion can be ordered at:

- Brickhouse Pizza 970.876.2222
- Take Out for the concert can be picked up at:
- Burning Mountain Pizza and Subs 970.876.2201
- Miner's Claim 970.876.5372
- Ferno's Tacos
- Taqueria Garcia

LOOKING FORWARD to seeing everyone at the park!

---

Silt Micro Soccer

August 29th - October 28th
Boys and Girls Ages 4 - 7
"All Players Must Be 4 Years Old By August 29th"
Cost: $45
Registration is open until August 22nd
Forms are available at Town Hall and www.townofsilt.org

For more information, please contact Town Hall at 876-7353 Ext 110
Silt Heyday This Weekend!

Join your friends and neighbors for the 52nd edition of the Silt Heyday, to be held this Saturday, August 20. Activities will be held around Town, but the main events will be at Veterans Park starting with the pancake breakfast at 7 AM and the flag-raising and Star Spangled Banner at 8.

This year's theme is "Community Grows Here" and sports a new logo. Volunteer opportunities are still available! If you are interested in helping out, please email silttheyday21@gmail.com.

Come out and meet your community this Saturday!

The schedule for this year's event is below!
52nd ANNUAL SILT HEYDAY

“COMMUNITY GROWS HERE”

August 20, 2022 at Veteran’s Park

500 Home Avenue

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pancake Breakfast with “Feeding Giants”</td>
<td>7:00 a.m. – 9:30 a.m.</td>
</tr>
<tr>
<td>Flag raising and National Anthem</td>
<td>8:00 a.m.</td>
</tr>
<tr>
<td>Arts &amp; Crafts Booths</td>
<td>9:00 a.m. – 5:00 p.m.</td>
</tr>
<tr>
<td>Heyday Parade</td>
<td>10:00 a.m.</td>
</tr>
<tr>
<td>Beer &amp; Wine Booth</td>
<td>11:00 a.m. – 9:00 p.m.</td>
</tr>
<tr>
<td>Anvil Points Quilt Show – Historical Park</td>
<td>11:00 a.m.</td>
</tr>
<tr>
<td>Horseshoe Tournament – Stoney Ridge Pits</td>
<td>11:00 a.m.</td>
</tr>
<tr>
<td>Vintage Base Ball Game – Roy Moore Field</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>“Exit 42”</td>
<td>1:30 p.m. – 4:30 p.m.</td>
</tr>
<tr>
<td>Cornhole Tournament</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>Watermelon Seed Spitting Contest</td>
<td>3:30 p.m.</td>
</tr>
<tr>
<td>Pie Eating Contest</td>
<td>4:30 p.m.</td>
</tr>
<tr>
<td>Jalapeno Eating Contest</td>
<td>5:00 p.m.</td>
</tr>
<tr>
<td>“The Real Deal Band” – Traditional Country</td>
<td>6:00 p.m. – 9:00 p.m.</td>
</tr>
</tbody>
</table>

Colorado River Fire Rescue “Touch a Truck” Open House

MORE INFORMATION GO TO THE TOWN OF SILT WEBSITE AT:

WWW.townofsilt.org

OR EMAIL US AT: siltheyday21@gmail.com
Silt Heyday This Saturday!

By Peggy Swank, Silt Heyday Committee Chair

Come join us at Silt HEYDAY 2022! This is our 52nd HEYDAY and we're back in Veteran's Park celebrating "Community Grows Here". When HEYDAY started back in 1969 the focus was to get the community of Silt together on one day during the summer to celebrate. HEYDAY has changed somewhat in the intervening years, but we still focus on the basics of providing a day of giving back to the community.

Our generous local sponsors make it possible for us to provide bands and events to bring us together to enjoy each other's company for a day. In the early years most of the food was provided potluck style. Today we have mostly vendors providing food, but we still make it possible for local organizations like the Silt Historical Society to do fund-raising.

We start the day at 7:00 am with a pancake provided by the Silt Historical Society under at Veteran's Park, while being entertained by "Feeding Giants". At 8:00 am we will have one Grand Marshals sing the national anthem while being raised in the park.

Craft booths open at 9:00 am and the Parade which starts at Cactus Valley Elementary will be coming past the park shortly after 10:00 am.
The beer booth will open at 11:00, and our Colorado River Fire Rescue will set up their “Touch a Truck” in the park, at that same time the Horseshoe Tournament starts at the Stoney Ridge pits and the Anvil Point Quilt Show opens at The Silt Historical Park. Kids will be provided with safe access to the playground at Community Park and there will also be mini golf at Veteran’s Park.

The Vintage Base Ball game (based on 1862 rules) is scheduled at the Old Roy More Ball Field at 1:00 pm.

Join us back in Veteran’s Park at 1:30 pm to listen to “Exit 42” as they provide our afternoon entertainment. Most of the activity starts moving back to Veteran’ park with a Cornhole Tournament starting at 3:00 pm, Watermelon contest at 3:30 pm, Pie Eating Contest at 4:30 our Jalapeno Eating Contest at 5:00 pm. By evening entertainment “The Real Deal Band” up for a 6:00 pm start and they will continue to with Traditional country music until 9:00 pm.

Come on down and join our Community!!!

(Editor’s Note: Silt Heyday is produced by a committee separate from the Town of Silt and is a benefit for the Silt Historical Park. The Town provides facilities and personnel to assist in making the event a success.)

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**Students at Highwater Farm host community lunch to celebrate sustainable agriculture**

By **Eleanor**

don dozen local annual Silt.

On a recent summer day, about three residents gathered for the second-community lunch at Highwater Farm in
The 5-acre farm, which sits along the Colorado River, was started by Sara Tymczyszyn in partnership with the Town of Silt and the Aspen Valley Land Trust in 2020.

The farm’s annual community lunch was hosted by high school students in the farm’s eight-week summer youth program, which launched last year.

This year, the seven students in the program helped prepare the community meal with vegetables they grew on the farm. They also led farm tours and gave speeches about how the program has impacted their lives.

In addition to growing and selling local produce, the students also learn about the agricultural history of the area, explore topics such as food insecurity and climate change, gain practical skills such as public speaking, and participate in group activities, including camping and hiking.

It takes a lot to build a farm, and everyone that is here today is a part of that momentum,” she said. “This is our third season on the farm, and I am very, very excited about the progress our youth program has made.

Silt resident Tara Charlesworth said her son Asher liked the program so much last summer that he asked to do it again this year.

“It’s been such a great program for him, team building, and learning and growing,” she said. “It’s a really rich and beautiful place for him to work and to be involved with.”

She hopes more local kids will get to have the same experience that her son had.

This year’s youth program wrapped up Aug. 5.

Highwater Farm will be posting the application for next summer’s youth program in January.

(This story is excerpted from the original. For the full story, go to https://www.aspenpublicradio.org/environmont/2022-08-12/students-at-highwater-farm-host-community-lunch-to-celebrate-sustainable-agriculture)