**TOWN OF SILT**
**REGULAR BOARD OF TRUSTEES AGENDA**
**MONDAY, JANUARY 10, 2022 – 7:00 P.M.**
**MUNICIPAL COUNCIL CHAMBERS**

<table>
<thead>
<tr>
<th>ESTIMATED TIME</th>
<th>AGENDA ITEM</th>
<th>PUBLIC HEARING or ACTION ITEM</th>
<th>STAFF PRESENTER</th>
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<tbody>
<tr>
<td>Agenda</td>
<td>Tab A</td>
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<tr>
<td>7:00</td>
<td>Call to order</td>
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<td>Mayor Richel</td>
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<td>Roll call</td>
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<td>Pledge of Allegiance and Moment of Silence</td>
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<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:sheila@townofsilt.org">sheila@townofsilt.org</a> indicating their desire to make public comment. For those attending in person, a &quot;Sign in Sheet&quot; 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>
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<td>7:20</td>
<td>Consent agenda –</td>
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<td>Tab B Mayor Richel</td>
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<tr>
<td>5 min</td>
<td>1. Minutes of the December 13, 2021 Board of Trustees meeting</td>
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<tr>
<td>7:25</td>
<td>Action Item</td>
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<td>Tab C Administrator Layman</td>
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<td>Agenda Changes</td>
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<tr>
<td>7:25</td>
<td>Middle Colorado Watershed Council and Aspen Valley Land Trust - Silt River Preserve, Boat Ramp/Island Park and Silt Area Update – Paula Stepp, Dave Erickson and Bud Tymczyszyn</td>
<td>Info Item</td>
<td>Tab C Administrator Layman</td>
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<td>30 min</td>
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<tr>
<td>7:55</td>
<td>Re-2 Mill Levy Correction – Theresa Hamilton</td>
<td>Info Item</td>
<td>Tab D Administrator Layman</td>
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<td>30 min</td>
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<tr>
<td>8:25</td>
<td>First reading of Ordinance No. 1, Series 2022, AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO CERTAIN PROPERTY KNOWN AS THE HIGHWAY 6 &amp; 24 ANNEXATION #4, A 5.81-ACRE PARCEL ALONG HIGHWAY 6 &amp; 24 AT THE EAST END OF THE CURRENT TOWN LIMITS GENERALLY NORTH OF THE AREA KNOWN AS THE VILLAGE AT PAINTED PASTURES WITHIN GARFIELD COUNTY, STATE OF COLORADO</td>
<td>Public Hearing</td>
<td>Tab E Planner Chain</td>
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<td>5 min</td>
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<td>Time</td>
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<td>8:30</td>
<td>First reading of Ordinance No. 2, Series 2022, AN ORDINANCE ANNEXING TO THE TOWN OF SILT,</td>
<td>5 min</td>
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<td>COLORADO CERTAIN PROPERTY KNOWN AS THE SOUTH FIRST STREET RIGHT-OF-WAY ANNEXATION, A 0.11-ACRE PARCEL ALONG THE WESTERN EDGE OF THE SOUTH FIRST STREET RIGHT-OF-WAY IMMEDIATELY SOUTH OF HIGHWAY 6 &amp; 24 WITHIN GARFIELD COUNTY, STATE OF COLORADO</td>
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<td>8:35</td>
<td>Second reading of Ordinance No. 5, Series 2021, AN ORDINANCE ANNEXING TO THE TOWN OF SILT,</td>
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<td>COLORADO AN APPROXIMATELY TWO-ACRE TRACT OF LAND LOCATED NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE, SILT, COLORADO, LOCATED IN UNINCORPORATED GARFIELD COUNTY</td>
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<td>8:40</td>
<td>First reading of Ordinance No. 4, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO</td>
<td>10 min</td>
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<td>DIRECTING THE TOWN TO ACQUIRE A PARCEL OF REAL PROPERTY KNOWN AS AN APPROXIMATELY TWO-ACRE TRACT OF LAND LOCATED NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE, SILT, COLORADO</td>
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<td>8:50</td>
<td>First reading of Ordinance No. 3, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO</td>
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<td>SETTING THE TITLE AND CONTENT OF A BALLOT ISSUE FOR A TAX INCREASE TO THE LODGING TAX RATE FOR AN ELECTION TO BE HELD ON APRIL 5, 2022</td>
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<td>9:10</td>
<td>TextMyGov presentation</td>
<td>10 min</td>
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<tr>
<td>9:20</td>
<td>Topics of discussion for upcoming work session between the Board of Trustees and Planning &amp; Zoning Commission</td>
<td>10 min</td>
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<tr>
<td>9:30</td>
<td>Administrator and Staff reports</td>
<td>5 min</td>
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<tr>
<td>9:35</td>
<td>Updates from Board / Board Comments</td>
<td>10 min</td>
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<td>9:45</td>
<td>Executive Session – For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiation and instructing negotiators under CRS Section 24-6-402(4)(e) – Xcel Franchise Agreement and for a discussion of a personnel matter under CRS Section 24-6-402(4)(f) – Town Administrator Evaluation</td>
<td>15 min</td>
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<td>10:00</td>
<td>Adjournment</td>
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The next regularly scheduled meeting of the Silt Board of Trustees is Monday, January 24, 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, December 13, 2021. Mayor Richel called the meeting to order at 7:01 p.m.

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**Roll call**

Present

- Mayor Keith Richel
- Mayor Pro-tem Kyle Knott
- Trustee Justin Brintnall
- Trustee Derek Hanrahan
- Trustee Samuel Flores
- Trustee Andreia Poston
- Trustee Jerry Seifert

Present remotely were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Public Works Director Trey Fonner, Town Treasurer Amie Tucker, Chief of Police Mike Kite, Town Attorney Michael Sawyer, Planner Mark Chain and members of the public.

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**Pledge of Allegiance and Moment of Silence**

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

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**Consent Agenda**

1. Minutes of the November 22, 2021 Board of Trustees meeting
2. Resolution No. 38, Series 2021, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT TO SET VARIOUS TOWN FEES AND DEPOSITS FROM JANUARY 1, 2022 TO DECEMBER 31, 2022
3. Resolution No. 39, Series 2021, A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF SILT, COLORADO AUTHORIZING A MAIL BALLOT ELECTION FOR THE TOWN OF SILT REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2022 AND AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES
4. Reappointments of VALE Board members – Dina Prieto, Chris Classen and Larry Stewart

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

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

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**Agenda Changes** – There were no agenda changes.
River Trace Request to Purchase Water/Wastewater Taps at 2021 Rates – Russ Hatle

Administrator Layman briefed the Board stating that Russ Hatle of River Trace is present tonight to request to pre-purchase water and wastewater taps in 2021 at the current rates of $6500 instead of at the 2022 rates of $9000. He added that River Trace has applied for three building permits so far but would need permission from the Board to purchase the taps for their remaining building permits at the 2021 rates.

Russ Hatle gave a background of their project noting that site work is underway in preparation for the ten buildings that they would be constructing. He stated that there are three permits in the loop right now that taps have been paid for and that they plan to have two more permits submitted by the end of the year but that it would be extremely difficult to get the last five buildings submitted before the end of 2021. Mr. Hatle then explained that the total of taps fees for the ten buildings amount to $806,000 of which they have paid $124,800 so far. They would be paying $106,600 for the next two permits leaving $468,000 owed for the last five buildings at the 2021 rates. He stated that their goal is to write the town a check in the amount of $681,200 for taps on the remaining buildings prior to December 31, 2021. It was stated that the developer would save $180,000 if allowed to pre-purchase the taps.

The Board had discussion regarding the request stating that the code is written the way it is for a reason and that the only thing happening is a $180,000 savings for the developer. The Board was also concerned about setting a precedence and that the Board needs to make sure that they take care of the town first.

Mr. Hatle stated that the Board has made some good points and appreciates their cooperation and support. He stated that their architect is who is slowing them down, not the building inspection company. He added that they could accelerate the permits and get them turned in before the end of year by terminating the code consulting contract company which would in turn terminate their agreement for outside code consulting and put staff in a difficult position to properly plan check the remaining buildings. Another point that Mr. Hatle made was that the pre-payment of fees puts them at risk of deferring or delaying parts of the project due to the payment now.

Administrator Layman stated that staff has discussed the possibility of an increase in building applications being submitted once the word got out that the taps would be increasing. He stated that the applications need to be checked for completeness as they come in and added that it would be a challenge with our one building official to take on additional permits from River Trace before the end of the year.

There was additional discussion regarding how the town could handle different scenarios regarding plan checks, the extra burden on staff and if the town would need to hire another person and that whatever happens it would not negatively affect the developer. It was also confirmed that if the developer were to pre-pay and the project fails to move forward, there would be no refund of this money. Attorney Sawyer also confirmed that according to code the taps that are purchased would have to be used on the property that they were paid for and not moved to another part of the development.

The Board suggested that the town split the $180,000 and request that the developer pay an additional $90,000 for a total of $771,200 before the end of the year. Mr. Hatle stated that he would split the difference with the town, that he would continue to use code consulting and that he would pay by December 29, 2021. Attorney Sawyer added that if there is a difference in the
amount owed once the calculations are made that the developer would be responsible to pay the difference at the applicable rate.

Mayor Pro-tem Knott made a motion to allow River Trace to purchase the remaining water/wastewater taps that are needed for the 96 multi-family units and the community building to be paid by December 30, 2021 in the amount of $771,200 and that they continue retain the services of an outside code consulting company under the provisions that have been previously agreed upon between the Town and the developer. Trustee Seifert seconded the motion, and the motion carried unanimously.

Appointment of Trustee to Chair the Silt Housing Authority

Administrator Layman stated that Sam Walls had been selected to serve as the Chair of Silt Housing Authority and with his resignation this seat is now vacant. Trustee Hanrahan stated that he would be willing to serve unless someone else wishes.

Trustee Brintnall made a motion to appoint Trustee Hanrahan to be the Chair of the Silt Housing Authority. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously.

Resolution No. 30, Series 2021, A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS FOR A PORTION OF MAIN STREET KNOWN AS THE ANNEXATION OF HIGHWAY 6 & 24 NO. 4

Planner Chain went through his presentation that covers the Findings of Fact and Conclusion for both Resolution’s 30 and 31. He stated that this is next step of the annexation process for these two parcels and that next month the Board would see the annexation ordinances for both parcels before them. He stated that staff recommends approval.

The public hearing was opened at 8:03 p.m. There were no public comments and the hearing closed at 8:03 p.m.

Trustee Seifert made a motion to approve Resolution No. 30, Series 2021, A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS FOR A PORTION OF MAIN STREET KNOWN AS THE ANNEXATION OF HIGHWAY 6 & 24 NO. 4. Trustee Poston seconded the motion, and the motion carried unanimously.

Resolution No. 31, Series 2021, A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS FOR THE ANNEXATION OF A PORTION OF SOUTH FIRST STREET

The public hearing was opened at 8:05 p.m. There were no public comments and the hearing closed at 8:05 p.m.

Trustee Poston made a motion to approve Resolution No. 31, Series 2021, A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS FOR THE ANNEXATION OF A PORTION OF SOUTH FIRST STREET. Trustee Brintnall seconded the motion, and the motion carried unanimously.
Ordinance No. 5, Series 2021, AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO AN APPROXIMATELY TWO-ACRE TRACT OF LAND LOCATED NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE, SILT, COLORADO, LOCATED IN UNINCORPORATED GARFIELD COUNTY

Attorney Sawyer went over the process to annex this enclave parcel east of Kim Drive, north of Grand Avenue and west of the Camario Subdivision. He confirmed that the properties on all four sides of this parcel have been annexed into the town. He stated that the property is owned by Mr. Ruiz and the town has reached out to him to discuss the annexation of his parcel.

Planner Chain provided his report and the discussion that took place between the town and Mr. Ruiz. He stated that the town wants to see that Mr. Ruiz is kept whole through these proceedings and that staff would be meeting with him again later this week.

The public hearing was opened at 8:11 p.m. There were no public comments and the hearing closed at 8:12 p.m.

The Board and Staff provided a recap of this parcel of land adding that it does not fit in with the residential properties that surround around it. It was stated that it should be annexed for the benefit of the town and the community. Trustee Flores voiced his issue with forcing an annexation.

Mayor Pro-tem Knott made a motion to approve Ordinance No. 5, Series 2021, AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO AN APPROXIMATELY TWO-ACRE TRACT OF LAND LOCATED NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE, SILT, COLORADO, LOCATED IN UNINCORPORATED GARFIELD COUNTY. Trustee Hanrahan seconded the motion, and the motion carried with Trustee Flores voting nay.

Resolution No. 32, Series 2021, A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF SILT, COLORADO FOR THE 2021 BUDGET YEAR

Treasurer Tucker went over the increase to the Victims Assistance Fund based on an additional donation to River Bridge Regional Center that was not budgeted for.

The public hearing was opened at 8:26 p.m. There were no public comments and the hearing closed at 8:26 p.m.

Trustee Seifert made a motion to approve Resolution No. 32, Series 2021, A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF SILT, COLORADO FOR THE 2021 BUDGET YEAR. Trustee Flores seconded the motion, and the motion carried unanimously.

Resolution No. 33, Series 2021, A RESOLUTION TO ADOPT THE TOWN OF SILT’S BUDGET FOR CALENDAR YEAR 2022, APPROPRIATE FUNDS AND LEVY PROPERTY TAX
Administrator Layman proceeded with an overview of the budget for the public.

The public hearing was opened at 9:02 p.m. There were no public comments and the hearing closed at 9:02 p.m.

**Mayor Pro-tem Knott made a motion to approve Resolution No. 33, Series 2021, A RESOLUTION TO ADOPT THE TOWN OF SILT'S BUDGET FOR CALENDAR YEAR 2022, APPROPRIATE FUNDS AND LEVY PROPERTY TAX.** Trustee Hanrahan seconded the motion, and the motion carried unanimously.

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

**Resolution No. 37, Series 2021, A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE SILT HOUSING AUTHORITY BUDGET FOR THE 2021 CALENDAR YEAR**

Treasurer Tucker went over the appropriations for the additional repairs that were not anticipated. Chair Hanrahan opened this item up for discussion.

The public hearing was opened at 9:05 p.m. There were no public comments and the hearing closed at 9:05 p.m.

**Mayor Richel made a motion to approve Resolution No. 37, Series 2021, A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE SILT HOUSING AUTHORITY BUDGET FOR THE 2021 CALENDAR YEAR.** Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously.

**Resolution No. 34, Series 2021, A RESOLUTION TO ADOPT THE SILT HOUSING AUTHORITY BUDGET FOR CALENDAR YEAR 2022 AND APPROPRIATE FUNDS**

Chair Hanrahan opened this item up for discussion.

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

**Trustee Seifert made a motion to approve Resolution No. 34, Series 2021, A RESOLUTION TO ADOPT THE SILT HOUSING AUTHORITY BUDGET FOR CALENDAR YEAR 2022 AND APPROPRIATE FUNDS.** Trustee Brintnall seconded the motion, and the motion carried unanimously.

Mayor Richel declared adjournment as the Silt Housing Authority and reconvened as the Board of Trustees. Mayor Richel then declared adjournment as the Board of Trustees and convened as the Silt Urban Renewal Authority.
Resolution No. 35, Series 2021, A RESOLUTION TO ADOPT THE SILT URBAN RENEWAL AUTHORITY BUDGET FOR CALENDAR YEAR 2022 AND APPROPRIATE FUNDS

Mayor Richel opened this item up for discussion. Treasurer Tucker went over the resolution.

The public hearing was opened at 9:11 p.m. There were no public comments and the hearing closed at 9:11 p.m.

Trustee Flores made a motion to approve Resolution No. 35, Series 2021, A RESOLUTION TO ADOPT THE SILT URBAN RENEWAL AUTHORITY BUDGET FOR CALENDAR YEAR 2022 AND APPROPRIATE FUNDS. Trustee Hanrahan seconded the motion, and the motion carried unanimously.

Mayor Richel adjourned as the Silt Urban Renewal Authority and reconvened at the Board of Trustees.

November 2021 Financial Report

Treasurer Tucker went over the November 2021 financial report.

Administrator & Staff Reports

Administrator Layman went over the letter from Town Water Engineer Tony Zancanella that was in the packet that lists the needs and problems at the water plant that would be relayed to DHSEM (State and Federal agencies) in hopes of helping the town find sources of funding to help upgrade the water plant. Administrator Layman and Director Fonner also provided an overview of the last IMTPR meeting. Administrator Layman was also asked for a status of the ASAP program.

Updates from Board / Board comments

The Board thanked staff for all of their hard work especially on the budget and their continued efforts for the town. Trustee Poston stated that despite the challenges this year that we all continue to support local businesses and the she looks forward to using that money towards future projects. Trustee Seifert commended Director Fonner for the article in the paper that addressed our water issues.

Mayor Pro-tem Knott also thanked all of the Trustees for their efforts and discussions adding that he also hopes to see all of staff in Chambers next year. Mayor Richel stated that he was approached by citizens at a recent event on who they need to contact to get a safer crosswalk at 7th & Main Street. Director Fonner stated that it would help if the citizens themselves would contact CDoT to express their concerns. Mayor Richel also commented about the three girls’ basketball teams from Silt and how they took first and second place. He also commented about the IMTPR meeting and that he would argue that Silt is ahead of the south bridge project in Glenwood and that he would do his best to attend the next meeting.

The Board wished everyone Happy Holidays!
Mayor Richel made a motion to go into executive session to discuss the purchase, acquisition, lease, transfer, or sale of any real, personal or other property interest under CRS Section 24-6-402(4)(a) – In regards to an approximate two-acre tract of land located north of Grand Avenue and east of Kim Drive in unincorporated Garfield County and the offer to purchase the Corral Mobile Home Park. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously. The Board adjourned to executive session at 9:33 p.m.

At the end of executive session, Mayor Richel made the following statement: “The time is now 10:17 p.m., and the executive session has concluded. No formal action was taken in the executive session. The participants in the executive session were: Keith Richel, Kyle Knott, Jerry Seifert, Andreia Poston, Justin Brintnall, Samuel Flores, Derek Hanrahan, Jeff Layman, Sheila McIntyre, Amie Tucker, Trey Fonner, Mark Chain and Michael Sawyer. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record”. No objections were stated.

Adjournment

Trustee Poston made a motion to adjourn. Trustee Seifert seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 10:19 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor
TOWN OF SILT
RESOLUTION NO. 1
SERIES OF 2022

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

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

WHEREAS, the Town of Silt, Colorado wishes to designate the bulletin board located outside the front entrance of the Town of Silt offices located at 231 N. 7th Street as its official public place for posting notices in compliance with the Open Meetings Law, effective January 1, 2022; and

WHEREAS, the Town of Silt, Colorado also posts notices on its website at: www.townofsilt.org pursuant to C.R.S. 24-6-402; and

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

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

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

Section I. Designation – The Board of Trustees of the Town of Silt, Colorado hereby designates the bulletin board located outside the front entrance of Town Hall as its official public place for posting notices in compliance with the Open Meetings Law for the year 2022.

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

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

Section III. Meetings noticed include but are not limited to the following:

- Board of Trustees
- Planning & Zoning Commission
- Local Liquor Licensing Authority
- Local Marijuana Authority
- Silt Urban Renewal Authority
- Silt Housing Authority
Section IV. This Resolution shall take effect immediately upon its passage.

INTRODUCE, APPROVED AND ADOPTED this 10\textsuperscript{th} day of January, 2022.

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

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Town Clerk Sheila M. McIntyre, CMC
TOWN OF SILT
RESOLUTION NO. 2
SERIES OF 2022

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

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

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

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

As is required by the Purchasing and Procurement Policy of the Town of Silt,
RESOURCE ENGINEERING, INC. is hereby appointed to serve as the Town
Water Engineer, and MICHAEL SAWYER is hereby appointed to serve as the
Town Water Attorney for the Town of Silt for the term beginning January 1, 2022
through December 31, 2022. The compensation for each of these appointed
positions is established by the Town of Silt general operating budget.

INTRODUCED, APPROVED AND ADOPTED this 10th day of January, 2022.

TOWN OF SILT

____________________
Mayor Keith B. Richel

ATTEST:

________________________
Town Clerk Sheila M. McIntyre, CMC
TOWN OF SILT
RESOLUTION NO. 3
SERIES OF 2022

A RESOLUTION ADOPTING THE TOWN OF SILT EMPLOYEE HANDBOOK REVISED JANUARY 2022

WHEREAS, the Town of Silt recognizes that the performance of Town employees is the most important factor in delivering the highest quality and most efficient service to its citizens; and

WHEREAS, the Board of Trustees further recognizes that fair and impartial personnel policies are the cornerstone on which to build high-level performance; and

WHEREAS, in order to establish both specific and general policies as criteria for actions taken in personnel matters, and in order to provide for the equal treatment and well being of Town employees, the Board of Trustees adopted the Town of Silt Employee Handbook dated March 10, 2003, revised June 2011 and August 2017; and

WHEREAS, the Board of Trustees of the Town of Silt wishes to repeal the 2003 Employee Handbook and its revisions and replace them with a new employee handbook.

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

Section 1. The March 10, 2003 Employee Handbook is hereby repealed in its entirety.

Section 2. The Town of Silt Employee Handbook, attached hereto as Exhibit A and incorporated herein by reference, is adopted as the Employee Handbook by which standard policies and procedures are established for use by Town of Silt employees, appointed and elected officials.

Section 3. This resolution will be in full force and effect from and after its passage and approval.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10th day of January 2022.

TOWN OF SILT

ATTEST: Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC
Welcome

Welcome to the Town of Silt [“Town”]! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further the Town’s goals. This handbook is intended to provide employees with a general understanding of the Town’s personnel policies.

You are joining an organization that has a reputation for outstanding leadership and a strong commitment to the community we serve. Our employees use their creativity and talent to make each interaction with our community a memorable one. With your active involvement, creativity, and support, the Town will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the Town’s success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact me.

Jeff Layman

Town Administrator
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January 2022
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A. Introduction

The purpose of this Handbook is to inform all employees of the Town’s personnel policies of general applicability. This Handbook is not all-inclusive but addresses those topics most likely to be of interest to employees in the course of day-to-day operations.

The policies in this Handbook are not intended to supersede the Town’s Code, Charter, ordinances or other applicable laws; in case of any conflict between these policies and the Town’s Code, Charter, ordinance or laws, the latter shall prevail. This Handbook does however supersede all previous Employee Handbooks.

The Town reserves the right to determine the application of these policies to specific circumstances and to change or rescind these policies at the discretion of the Town without prior notice or approval by employees. The Town further reserves the right to alter or eliminate any benefits provided to its employees. Any alteration, elimination, or revision to this Handbook or benefits provided herein, as amended, shall immediately apply to current employees unless otherwise provided.

The provisions of this Handbook apply to all employees of the Town except as otherwise noted.

Certain provisions of this Handbook state that disciplinary action may result from specific conduct. The inclusion of these provisions does not and is not intended to limit, in any way, the imposition of disciplinary action for other types of conduct or for other reasons and does not change the fact that employment with the Town is at-will.

Any matter not specifically covered by this Handbook may be referred to the Town Administrator.

Organization of Personnel Administration

1. Authority of the Town Administrator

Pursuant to Section 3-1 of the Town’s Home Rule Charter, and except as otherwise provided herein, in the Code or other applicable laws, the Administrator shall have the authority to administer matters pertaining to Town employees. Pursuant to Section 3-7 of the Town’s Home Rule Charter and except as otherwise set forth herein, Board members and the Mayor shall deal with personnel and employees through the Administrator.

2. Organization

The organizational chart attached as Attachment A shows the Town’s administrative organization.
B. Employment Relationship

1. Employment at Will

Employment at the Town is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the Town Administrator. This means that either the employee or the Town may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no Town representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Compliance with Immigration Laws: The Town adheres to the requirements concerning verification of employee eligibility to work in the United States set forth in the Federal Immigration Reform and Control Act of 1986, as amended. Each new employee must complete a Form I-9 and present specified documentation to establish his or her identity and employment eligibility. Former employees who are rehired must also complete a Form I-9 if they have not completed one for the Town within the past three years, or if their previous Form I-9 is no longer retained or valid.

2. Equal Opportunity

The Town provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, health conditions related to pregnancy or the physical recovery from childbirth, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The Town expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their manager, Town Administrator, or Human Resources. The Town will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Town Administrator.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. “Adverse conduct” includes but is not limited to:

a. shunning and avoiding an individual who reports harassment, discrimination or retaliation;
b. express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
c. denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination or retaliation should be filed according to the procedures described in the Harassment and Complaint Procedure [below].
3. **Americans with Disabilities Act (ADA) and Reasonable Accommodation**
To ensure equal employment opportunities to qualified individuals with a disability, the Town will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the Town would result. Employees who may require a reasonable accommodation should contact the Town Administrator or Human Resources.

4. **Commitment to Diversity**
The Town is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the Town and are valued for their skills, experience, and unique perspectives. This commitment is embodied in Town policy and the way we do business at the Town and is an important principle of sound business management.

5. **Harassment and Complaint Procedure**
Sexual harassment and other unlawful harassment are a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as Colorado laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, health conditions related to pregnancy or the physical recovery from childbirth, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

   It is the Town’s policy to provide a work environment free of sexual and other harassment. To that end, harassment of the Town’s employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The Town will take all steps necessary to prevent and eliminate unlawful harassment.

6. **Definitions**

   **Definition of Unlawful Harassment.** “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

   Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

   **Definition of Sexual Harassment.** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

   a. Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; or

   b. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.
Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

a. Unwanted sexual advances, whether they involve physical touching or not;
b. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess;
c. Displaying sexually suggestive objects, pictures, or cartoons;
d. Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
e. Inquiries into one’s sexual experiences; and
f. Discussion of one’s sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated.

7. Complaint Procedure.
Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, or the Town Administrator, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality. If the investigation confirms conduct contrary to this policy has occurred, the Town will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

8. Conflicts of Interest
The Town expects all employees to conduct themselves and Town business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Town recognizes and respects the individual employee’s right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the Town.
It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager or the Town Administrator for advice and guidance on how to proceed.

9. Employment Classification
In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the Town classifies its employees as shown below. The Town may review or change employee classifications at any time.

a. Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

b. Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive compensatory time for overtime hours worked.

c. Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 40 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

d. Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 40 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the Town and are subject to the terms, conditions, and limitations of each benefits program.

e. Seasonal. Employees hired into a work assignment, which has a specified time period, normally less than 6 months. A seasonal employee will not be eligible for any benefits provided under this Personnel manual, except as otherwise provided by applicable law or regulation.

10. Work Week and Hours of Work
The standard work week for all employees, except police officers, is from Monday at 12:01 a.m. until Sunday at midnight and generally consists of 40 work hours. Individual work schedules may vary depending on the needs of each department. Town Hall office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays as determined by the Board or listed in this handbook.

For police officers a work period consists of 14 days/86 hours, as further described in the Overtime/Compensatory time provisions of this handbook.

All employees shall work hours and days as scheduled by the employee’s department head as appropriate to meet the needs of the Town.

Employees are expected to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Town. If an employee cannot avoid being late to work or unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive and can lead to disciplinary action up to and including termination.

11. Meal and Rest Breaks
Employees are entitled to a minimum 30-minute unpaid meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the time worked and a meal period will not be deducted. Employees are also entitled to a 15-minute paid break for every 4 hours of work.
Meal and rest breaks will be scheduled by the department supervisor or manager. Meal breaks may not be taken at the end of the day.

12. **Time Records**
All nonexempt employees are required to complete accurate weekly time reports showing all time worked. These records are required by governmental regulations and are used to calculate regular and overtime pay and/or compensatory time. At the end of each pay period, the employee and his or her supervisor must sign the time sheet attesting to its correctness before forwarding it to the payroll department. Records will be reviewed by the supervisor and forwarded to the payroll department for the purposes of maintaining employee time sheet data.

13. **Overtime / Compensatory Time**
Overtime/Comp time is when a non-exempt employee works more than 40 hours in the workweek and is paid time-and-one-half or will be compensated as compensatory time (up to a maximum of 40 hours) at time-and-one-half, at the discretion of the Town Administrator.

a. **Exempt Employees**
   i. The Fair Labor Standards Act provides that certain Town officers and employees are exempt from the overtime provisions of the Act. The positions determined to be exempt are salaried, and as such, are expected to work the necessary hours to complete the work. They shall be paid on a salary basis without regard to hours worked, as long as they perform any work in a work week, in accordance with those provisions and exceptions in 29 CFR 541.118. Failure to perform adequate work may, nonetheless, be grounds for disciplinary action.

   ii. Exempt employees shall not be eligible for overtime pay or compensatory time off. However, the Town Administrator may authorize exempt employee’s administrative leave in recognition for working time substantially beyond the ordinary.

b. **Police Officers and Overtime Work**
   i. Police officers shall be subject to a 14-day/86-hour work period. Full-time police officers shall be scheduled to work in shifts by the Chief of Police.

   ii. Hours worked by police officers within the 14-days work period which exceeds 86 hours shall entitle non-exempt police officers to be paid at 1.5 times their hourly rate for such excess hours (“overtime pay”). In some instances, non-exempt police officers may receive compensatory time in lieu of overtime pay. Compensatory time will be at a rate of not less than 1.5 times for each overtime hour worked. An employee must give proper notice of their intent to use compensatory time. The Town of Silt will grant the request or grant a reasonable time after the requested date, unless doing so would unduly disrupt the operations of the Town.

   iii. The Police Chief has the authority to reduce hours usually scheduled to be worked in any 14-day period in order to avoid causing any police officer to work more than 86 hours in a 14-day work period. The Police Chief has the authority to
require a non-exempt police officer to take time off using that employee’s compensatory time.

iv. Temporary or part-time police officers shall be paid at their hourly rate for all hours worked unless otherwise required by the Fair Labor Standards Act (“FLSA”).

v. Non-exempt police officers who are required to be “on-call” shall keep the dispatcher or department head notified as to their whereabouts so they can be contacted and respond within appropriate response time requirements. Employees’ on-call must remain fit and able to safely and effectively perform all job functions if called. Employees on-call will not be further restricted.

c. General Provisions – Overtime Work

i. This section applies to employees of the Town who are non-exempt and not police officers.

ii. When required due to the needs of the Town, employees may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek or 12 hours in a single day. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek or 12 actually worked in a single day. Nonexempt employees may receive compensatory time in lieu of overtime pay. Paid leave, such as holiday, vacation and sick time, bereavement time, and jury duty does not apply toward work time.

iii. Employees shall not work overtime and shall not access job-related emails or conduct other work outside of work hours without the advance approval of the Town Administrator or employee’s department head, except for emergency police work, emergency water repairs and snow removal. Overtime work shall be kept to a minimum consistent with maintenance of essential and emergency services and budget constraints.

iv. Department heads have the authority to reduce hours usually scheduled to be worked in any day during a work week in order to avoid causing any employee to work over 40 hours in a work week or 86 hours in a 14-day work period for police officers.

d. Non-exempt Employees - Accrual of Compensatory Time

When a non-exempt employee works more than 40 hours in the workweek, the hours over 40 will either be paid at time-and-one-half or will be compensated as compensatory time (up to a maximum of 40 hours) at time-and-one-half, at the discretion of the Town Administrator. The compensatory time balance is payable to the non-exempt employee at termination.

In accordance with the FLSA, non-exempt employees who work more than 40 hours per week or 12 hours in a workday, with proper authorization, will receive compensatory time at 1.5 hours for every overtime hour worked or overtime paid at 1.5 times their hourly rate, depending on the Board of Trustees annual budget appropriations. In accordance with the Fair Labor Standards Act (FLSA). Authorized compensatory time is accrued at the rate of 1.5 times the numbers of hours worked in excess of 40 in any work week or 12 hours in a workday. An employee may not
accumulate compensatory time in excess of 40 hours. An employee cannot carry more than 40
hours of compensatory time into the following year.

e. Use of Compensatory Time – Non-exempt Employees

An employee may use accumulated compensatory time to take time off from regularly scheduled
work. Compensatory time off shall be approved and scheduled with the employee’s department
head in advance, which approval shall not be withheld unless the operations of the Town would
be unduly disrupted by the employee’s absence.

f. Cashing Out Compensatory Time – All Non-Exempt Employees

When the employment with the Town is terminated, the employee’s accumulated compensatory
time will be cashed out at the hourly rate of pay the employee is earning upon termination or his
average rate of pay for the last three years of employment, whichever is greater.

14. Deductions from Pay/Safe Harbor Exempt Employees

The Town does not make improper deductions from the salaries of exempt employees and complies with
the salary basis requirements of the FLSA. Employees classified as exempt from the overtime pay
requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an
exempt employee. Deductions that are permitted include:

a. Deductions that are required by law, e.g., income taxes;
b. Deductions for employee benefits when authorized by the employee;
c. Absence from work for one or more full days for personal reasons other than sickness or
disability;
d. Absence from work for one or more full days due to sickness or disability if the deduction
is made in accordance with a bona fide plan, policy or practice of providing compensation
for salary lost due to illness;
e. A written, enforceable, and legal agreement between the Town and the employee for
loans, pay advances, goods or services, and equipment or property;
f. Offset for amounts received as witness or jury fees, or for military pay;
g. Unpaid disciplinary suspensions of one or more full days imposed in good faith for
workplace conduct rule infractions; or
h. Any other permitted deduction that is not outlined above.

15. Paychecks

The Town’s pay period for all employees is biweekly [every two weeks] on Friday. If pay day falls on a
holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly
deposited into your checking and/or savings accounts. Paychecks may also be offered through a written
check, if the employee chooses.

16. Access to Personnel Files

Employee files are maintained by The Town and are considered confidential. Managers and supervisors
may only have access to personnel file information on a need-to-know basis. Personnel file access by
current employees and former employees upon request will generally be permitted within 3 days of the
request unless otherwise required under state law. Employee files may not be taken outside the
department. Representatives of government or law enforcement agencies, in the course of their duties,
may be allowed access to file information. The Town will maintain employee personnel files for 10 years.
No documents shall be released from a personnel record, except as required by the Open Records Act, without a written request from the employee designating the documents to be released and the person or entity to which the release is to be made, and indemnifying and holding harmless the Town from any liability, claims, and demands resulting from such release.

The Town Police Department maintains investigatory files that are compiled for law enforcement purposes, which files may concern members of the Town Police Department. The Chief of Police or authorized designee may deny or prohibit any employee from reviewing such files in part or in whole on the grounds that such review would be contrary to the public interest.

17. Nepotism
In order to avoid any real or apparent conflict of interest, or any situation which may suggest a conflict of interest, an extended member of the family of a Town employee may not be hired if one member would have authority to hire, fire or supervise the other; one member would financially audit the work of the other; or one member would handle confidential materials which would create the appearance of improper or inappropriate access to that material by the other. Exception to this policy is granted for emergency filling of positions on a temporary basis not to exceed five working days or when otherwise authorized by the Board. An extended member of the family is defined as a spouse, parent, parent in law, step parent, foster parent, child, foster child, sibling, sibling in law, step sibling, grandparent, aunt, uncle, first cousin, grandchild, nieces, nephews, domestic partner, or any other relative actually living in the same household. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

If Town employees become relatives after employment by the Town, and any of the circumstances exist or would exist as described in paragraph above, one of the related employees shall be separated from employment. The affected employees may choose the one to be separated but, if no agreement can be reached, the Administrator shall decide.

18. Separation from Employment
In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays. Vacation and sick time will not be counted toward the 10-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

In most cases, management will conduct an exit meeting on or before the last day of employment to collect all Town property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee’s home address. Accrued vacation time is not available for use by any employee for the two-week period prior to an employee’s effective date of termination and or separation unless approved by the Town Administrator.

If an employee voluntary resigns, the employee shall receive their remaining pay on the next payday through direct deposit, or if direct deposit is not available-by mail to their address listed with the Town.

19. Reduction in Workforce/Layoffs
In the event that a reduction in force is deemed necessary by the Town Administrator, he/she may require layoffs of specific positions within the Town. These layoffs shall be based on the recommendations and analyses conducted by the Supervisor, in conjunction with the Town Administrator and authorized designees. A reduction in force may involve several departments or may be limited to a department, division, program area or service as determined by the Town Administrator.
Layoffs may be used when a position is eliminated, or combined with another position, on account of financial limits, lack of work, reduction of work force, reorganization. Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the Town. In the event the Town terminates employment with the employee, the employer will process their final paycheck within 24 hours either through direct deposit or mail. A layoff may be necessitated by a number of circumstances to include, but are not limited to:

a. Budgetary or related economic decisions, restraints or restrictions
b. Reduction or deletion of programs, projects or services;
c. Changes in priority of services being provided or required to be provided; and
d. Reduction in local government service levels.

20. Termination

Employment with the Town is terminable at will. Any employee may be terminated with or without cause, at the sole discretion of and upon immediate notice from his/her department head or Town Administrator. Upon termination of employment, employees shall return all property belonging to the Town including but not limited to cell phone, charger, keys, computer passwords, gas card, credit card, etc.
C. Workplace Safety

1. Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business. All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing to activate the medical emergency services.

2. Drug-Free and Alcohol-Free Workplace

   a. Definition of Policy Violations

   The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on Town or client premises or while performing services for the Town is strictly prohibited. The Town also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the Town prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Town’s reputation in the community.

   b. Testing

   The Town will comply with the testing requirements of the U.S. Department of Transportation and other applicable Federal and State laws and regulations. To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

   i. Pre-employment: As required by the Town for all prospective employees who receive a conditional offer of employment

   ii. For Cause: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee’s job performance.

   iii. Random: As authorized or required by federal or state law.

   iv. Accident or Collision: After certain on the job accidents as described below:

      (a) As soon as possible after an accident involving a Town vehicle or the employee’s personal vehicle used during the course of performing Town job duties, each employee who was involved in the accident, regardless of whether a citation is issued, will be tested for both alcohol and drugs. The Town will transport a driver required to be tested under these circumstances to the testing site. If the accident or collision falls on a weekend or holiday, the Town will contact the testing sites after hours phone number for instructions on where to take the employee.

      (b) Two hours. If the employee fails or refuses to take an alcohol test within 2 hours after the accident, the employee’s department head will prepare and keep a file stating why the test was not taken. If the alcohol test is not administered.

      (c) Within 8 hours after the accident, the employee’s department head will cease attempts to require the test and will proceed to prepare the file.

      (d) Thirty-Two Hours. If the employee fails or refuses to take a drug test within 32 hours after the accident, the employee’s department head will cease attempts to require the test and will proceed to file a report stating why the test was not administered.

      (e) Availability. The employee must remain available for testing after an accident or the employee will be considered as having refused to be tested. This does not mean that
the employee cannot leave the scene of the accident to obtain assistance or that medical attention will be delayed for injured drivers.

c. CDL Employee Testing:

Applicants for CDL employee positions shall be subject to pre-employment drug testing.

i. Random Testing during Employment. At least 25 percent of all drivers will be tested for alcohol every year and at least 50 percent of all drivers will be tested for drugs every year. These percentages may change based on Federal determination, which is published annually in the Federal Register.

ii. Selection Method. The selection of drivers for random testing is made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with a driver’s social security number. Under that process, each driver has an equal chance of being tested each time a selection is made.

iii. Notification. Random tests will be unannounced and the dates for their administration will be spread reasonably throughout the year. The employee’s department head will tell the employee if or when the employee is selected for a random alcohol or drug test.

iv. Procedure. If the employee is notified of a random alcohol or drug test, the employee must proceed to the test site immediately. If the employee is performing a safety-sensitive function when notified of a test, the employee will need to stop and proceed to the test site as soon as possible. The Town will provide the employee with a location for testing.

v. Safety Sensitive Function. A driver is considered to be performing a safety-sensitive function when they are: waiting to be dispatched; inspecting equipment or servicing a commercial motor vehicle; driving a commercial motor vehicle; associated with loading or unloading a vehicle; and/or repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle or after being in an accident.

vi. Return to Work. If the CDL employee returns to work after having tested positive for either alcohol or drugs, the employee will be subjected to unannounced follow-up tests for alcohol and/or drugs as directed by the Town’s CDOT approved substance abuse professional. Follow-up alcohol tests may take place just before, after, or while the employee is performing a safety-sensitive function. Follow-up testing will not exceed 60 months from the employee’s return to duty.

d. Results of Drug or Alcohol Use

Any employee found to be impaired by alcohol on-the-job, using controlled substances or illegal drugs, or testing positive for illegal drugs may be terminated immediately if:

i. Driving is a required function of the employee’s position as determined by the employee’s job description;

ii. The employee was operating a Town vehicle or equipment, or the employee’s personal vehicle on Town business, when the employee was impaired or using alcohol or illegal drugs; or

iii. The employee’s behavior raises a substantial safety concern.

However, nothing contained herein prevents the Town from terminating an employee in other situations.

A CDL employee having a breath alcohol test which shows an alcohol concentration of .02 - .038 grams per 210 liters of breath must take available vacation leave or comp time or, if vacation leave and comp time are exhausted, leave without pay, for one working day after taking the test. The
employee may return to work after being off the job for one working day but must first take a breath alcohol test which shows a concentration of less than .02 grams per 210 liters of breath.

A CDL employee may not work within 4 hours of consuming alcohol obtained from any source. If a CDL employee has consumed alcohol within 4 hours of reporting to work, the employee must take available vacation leave or comp time or, if vacation leave and comp time are exhausted, leave without pay, until no alcohol has been used within 4 hours of the beginning of the employee’s next work shift.

Any employee found to be impaired by alcohol on-the-job, using illegal drugs, or testing positive for illegal drugs, under circumstances other than those described above, shall be subject to discipline, up to and including termination.

e. Alcohol and Drug Tests – Refusal

If the employee refuses to be tested, the employee’s department head will consider that the employee tested positive for alcohol and/or drugs, and the employee will not be permitted to perform or continue to perform any safety-sensitive function except in accordance with the procedures that apply to a positive test.

Refusing to be tested includes situations where the employee either:

i. Did not provide enough breath for testing without a valid medical explanation after the employee was told the requirements for breath testing;

ii. Did not provide adequate urine for drug testing without valid medical explanation; or

iii. Engaged in conduct that clearly obstructed the testing process.

f. Procedures Used to Test for Presence of Alcohol and Drugs

The supervisor making the determination of reasonable suspicion under this section or ordering the post-accident test under this section shall prepare a testing referral form setting forth the basis for the finding of reasonable suspicion or post-accident test, as appropriate. The form shall be accompanied by other pertinent information, including names of witnesses of the circumstances or behavior that led to the referral. The department head shall make arrangements to have the employee tested immediately, and the drug and alcohol tests shall be performed as soon as possible.

Test results shall be held in confidence by the laboratories with which the Town contracts, and by the Town, and shall only be disclosed to the employee tested, any personnel involved in supervisory or disciplinary capacities with regard to the employee, or Town personnel participating in administrative or legal proceedings which concern in any manner the test results.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law. Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

g. Smoke-Free Workplace

Smoking is not allowed in Town buildings or work areas at any time. “Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.
Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly. It is the policy of the Town to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the Town.

h. Life-Threatening Communicable Diseases

In order to assure a safe and healthy working environment for all employees and the general public, the Town will handle situations in which an employee is known to have a life-threatening communicable disease (i.e., AIDS/ARC, Hepatitis B, COVID and other communicable life-threatening diseases as they are identified by reliable medical authorities) in the following manner:

As a general rule, an employee with a life-threatening communicable disease may continue to attend work and perform the duties of the assigned position with the approval of the employee's private physician, the Town's medical provider and subject to considerations of public health, safety and welfare. Life-threatening communicable diseases will be treated like any other disabling condition and persons will be employed as long as they remain qualified for and capable of performing their jobs as determined by the Town. The Town will follow the guidelines of the County and State Health Departments as well as the CDC when dealing with life-threatening diseases. We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. We will also install alcohol-based hand sanitizers throughout the workplace and in common areas. The Town will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. Cases involving life-threatening communicable diseases will be treated on a case-by-case basis.

i. Workplace Violence Prevention

The Town is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Town-sponsored functions.

All Town employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Town Administrator. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the Town, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The Town prohibits openly carrying a firearm on its property at all times, including our parking lots or Town vehicles, except when such possession is a necessary requirement of an employee’s
job. Employees who are currently registered with a concealed carry permit may carry a firearm if it is concealed in a holster, a purse or through other specialized concealment accessories and garments. Weapons including, knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas are not permitted openly or concealed on Town property. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

j. Job-Related Accidents, Injuries, and Illnesses

Any employee involved in or witnessing a job-related accident involving any injury or property damage whatsoever must report the accident immediately to the employee’s department head. Failure to do so may result in disciplinary action up to and including termination. If the employee’s department head is not available, the report shall be made to the Administrator.

Employees are covered for a job-related injury or illness by the Colorado Workers’ Compensation Act. Under the Act, an employee may receive certain benefits pertaining to a job-related injury or illness.

A job-related injury or illness must be reported to the HR designee as soon as possible. A First Report of Injury (FRI) form must be completed by the injured employee for each job-related injury or illness within 48 hours after an injury occurs or illness begins. Incomplete FRI forms will delay and could compromise the employee’s claim. If it is necessary for an employee to see a doctor or to use emergency hospital services as a result of any job-related injury or illness, Town Administrator or his/her designee must be informed as soon as possible. Before seeing any other physician or health care provider, employees who have any job-related injury or illness must first see a physician the Town designates.

Supervisors are required to complete a Management Accident Investigation Form on all reported injuries. Management investigations should include all correspondence with the injured employee regarding their claim.

Employees who sustain injuries or illnesses while on the job are entitled to refuse medical attention. If the employee does not want to seek medical attention, he/she must still complete a First Report of Injury and Management Accident Investigation Report and sign a Statement of Release. An employee who has suffered an on-the-job injury or illness may be required to take a post-accident drug test.

Neither workers’ compensation insurance nor the Town will cover personal property that is damaged as a result of an accident.

The Town participates in an Early Return to Work Program as directed by the Town’s workers’ compensation insurance carrier. Details will be provided to the employee at the time of a job-related injury.

To the extent practicable, the employee will be reinstated to the employee’s position upon return from leave for a job-related injury or illness. Modified duty may be also available to facilitate a return to work by an employee, where the operations of the Town permit. Modified duty assignments are designed to be temporary and transitional in nature. They will be reviewed jointly by the department head, injured worker and relevant staff to address increasing work duties and overall performance.

k. Emergency Closings
The Town will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable. Those employees who choose to leave early will only be paid for actual hours worked, or may use accrued vacation or comp time.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you may use accrued vacation or comp time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

**Disruption:** When the Town Administrator determines that it is necessary to disrupt normal operating services in the Town because of adverse weather conditions or other emergencies.

When a disruption is declared, nonessential employees will be excused from work duties and may choose to leave work early or not report to work. Essential employees should report to work as scheduled or directed. Supervisors will determine whether their employees are essential or nonessential.

I. **Closure**

When the Town Administrator determines that it is necessary to close one or more Town facilities due to adverse weather conditions or other emergencies.

When a closure is declared, nonessential employees will be excused from work duties and are required to leave work early or not report to work. Essential employees should report to work as scheduled or directed. Supervisors will determine whether their employees are essential or nonessential.

**D. Workplace Guidelines**

1. **General Rules of Conduct**
   a. All employees of the Town are hired to perform a service for the citizens of Silt. Creating and maintaining a good relationship with the public is critical to our operation.
   b. All Town employees are charged with treating all citizens fairly and for responding to the public with respect and in a manner of cooperation. It is also the policy of the Town to make every effort to be receptive to citizen comments and concerns and to provide any reasonable amount of information or explanation at the request of the citizen.
   c. When dealing with any complaints, employees should respond promptly and courteously, regardless of the opinion or the merits of the complaint. If the employee doesn’t have the information to answer the question, the citizen should be referred to the department head or the Town Administrator or outsourced Human Resources firm.
   d. The Town will not tolerate any prejudice, bias or slurs expressed between employees or between employees and the public.
   e. An employee can help, as an employee or department head, by making sure the employee does not intentionally, or inadvertently conduct themselves in a way which treats groups of people as “second class citizens” or which deprives them from enjoying their right to equal employment opportunities and conditions.
   f. Remember, to members of the public with whom the employee comes into contact, the employee represents their Town government.
   g. Employees should maintain an appropriate appearance that is businesslike, neat and clean, and appropriate to the area in which the employee works.
h. All Town employees shall take concerns of workplace operations to their immediate supervisor, department head and/or the Town Administrator. Concerns involving the Town Administrator shall be brought to the outsourced Human Relations firm. Except as otherwise set forth in Section 3-7 of the Home Rule Charter, Board members and the Mayor shall deal with personnel and employees solely through the Town Administrator.

i. Town officers and employees shall be available by phone when on call or during emergency situations as determined by the Town Administrator or Chief of Police.

2. Attendance
All employees are expected to arrive on time, ready to work, every day they are scheduled to work. If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voice mail and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

3. Job Performance
Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed. The employee review is made by the employee’s immediate department head with the use of forms approved by the Town Administrator. The Town Administrator will perform the review of each Department Head, and the Board will perform the evaluation of the Administrator.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

New employees shall receive a performance evaluation following the first six months of employment. After the first evaluation, evaluations shall be performed on at least an annual basis. The employee shall be given an opportunity to review and discuss the evaluation. All evaluations are kept in the employee’s personnel file.

4. Outside Employment
   a. Employees of the Town may take occasional or part-time jobs if:
      i. There is no conflict with assigned working hours.
      ii. The employee’s efficiency is maintained.
   b. There is no conflict of interest.
   c. The employee’s manager or the Town Administrator must approve the outside employment.

5. Emergency Volunteers
Town employees who wish to volunteer for emergency type services, such as fire or EMS, shall receive prior approval from their department head and Administrator. The Administrator may authorize employees to participate as an emergency volunteer if the Administrator can do so without creating operational problems. Time spent as a volunteer for other agencies shall not be compensated by the Town. No other volunteer work may be initiated that would impact the employee’s ability to provide service to the Town during their normal work schedule. Employees performing volunteer work for the Town of a nature different than their usual employment shall not be compensated, and such time does not count towards hours worked in any work week.
6. Political Activities

Federal and State Elections and Campaigns: Employees are free to, on their own time and while away from any office of the Town, participate in all Federal, State, and County partisan campaigns and to openly express their views and support for candidates. Employees shall refrain from any political activities which give the appearance of endorsement by the Town, or which interfere with the performance of their normal duties.

Local Elections and Campaign: Any employee desiring to be a candidate for municipal office in the Town shall submit a written request for a leave of absence commencing on the date of filing and ending the day following Election Day. Candidates who are elected to such office shall resign from the employ of the Town.

Activities: Employees while on Town time shall not publicly support or endorse any candidates for municipal office in the Town, shall not circulate or cause to be circulated any nominating petitions for such office and shall not distribute any campaign literature, etc. on behalf of any candidate for elected position in the Town or County offices.

Employees may sign petitions regarding any matter of public concern while not on duty or acting in their official capacities.

Prior to engaging in any of the following activities or any related activity when off Town premises and off duty, an employee shall affirmatively disclaim any suggestion that the employee is appearing in his or her official Town capacity or that he or she is conveying an official endorsement by the Town. Further, when engaging in the following activities, the employee shall not appear in a Town uniform.

a. Endorse and work on campaigns for any candidate or for or against any national, state, county or local ballot issues.
b. Make speeches or presentations on matters of public concern, including matters related to candidates or ballot issues.
c. Write letters for or against any national, state, county, or local candidates or for or against any national, state, county, or local ballot issues.
d. Distribute campaign literature, including flyers and handbills, on behalf of any candidate for national, state county, or local office or in favor of or opposed to any national, state, county, or local ballot issue.

No employee shall be subject to pressure or coercion to participate in any political activity. Violations of this policy should be reported to the Town Administrator.

Any violation of this section may subject the employee to disciplinary action up to and including termination.

7. Gifts

No employee of the Town (or their family members) may solicit, receive or accept, directly or indirectly, any gift, gratuity, reward, favor, entertainment (including tickets to sporting events, concerts and performances), remuneration, services, or loans greater than the amount allowed by Amendment 41, from any person who has, or is seeking to obtain, a contractual, business, financial, or other relationship with the Town.

Employees may accept honorariums from speaking or similar engagements if the service has been provided on the employee’s own time. Employees may be permitted to accept food and refreshments in the ordinary course of a business lunch or dinner meeting, or during an inspection tour where an employee is properly in attendance. Employees may be permitted to accept promotional material such as
pens, pencils, note pads, calendars and other items of nominal value that have not been solicited by the employee, as long as such materials and items do not have a substantial value.

8. **Use of Town Vehicles and Equipment**

Town vehicles shall be operated only by Town employees on Town business or volunteers supervised and directed by Town employees. All Town employees shall use due care in the operation, use and security of Town property. Town employees will be responsible in following the Town of Silt’s Fleet Vehicle Idling Policy in addition to any other Town policies.

No passengers or guests shall be allowed in Town vehicles at any time except as required for Town business.

No Town vehicles shall be taken home unless expressly authorized by the Administrator.

9. **Traffic Violations including Loss of Required Driver’s License**

All employees whose positions require the possession and maintenance of a valid Colorado driver’s license of any class shall maintain a valid license. The appropriate driver's license shall be carried with the employee at all times while driving on Town business. Employees who drive Town vehicles or personal vehicles on Town business must notify his/her supervisor and the Town Administrator immediately about all moving violations that occur during working hours or in a Town vehicle. For the suspension or revocation of the license, including those in his/her personal vehicle for personal use, must be reported within 24 hours of the violation or next business day if the violation occurred on a weekend or holiday. Failure to notify the supervisor and the Town Administrator shall result in disciplinary action up to and including termination of employment.

10. **Appearance**

The Town provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense. Any questions or complaints regarding the appropriateness of attire should be directed to the appropriate department manager or Town Administrator.

11. **Social Media Acceptable Use**

Information posted on a website is available to the public and, therefore, the Town has established the following guidelines for employee participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others.

Employees shall not use their private social media accounts to provide notices of official Town business or to respond to citizen comments in a manner that appears to be sanctioned by the Town. Employees should be aware that the degree to which they use their private social media accounts in manners related to Town business, the content of their social media accounts may be considered a “public record” subject to disclosure under the Colorado Open Records Act. Employees who have authority to use the Town’s official social media accounts shall remain professional with such posts and limit the content only to official Town announcements. The Town’s official social media accounts shall not be used for political purposes, private business purposes, or to engage in private commercial transactions.

12. **Computers, Internet, Email, and Other Resources**

The Town provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other Town-provided technology, use should be reserved for business-related
matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of Town computer, phone, or other communication tools. All communications made using Town-provided equipment or services including email and internet activity, are subject to inspection by the Town. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the Town’s systems.

Employee use of Town-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the Town’s systems as well as the reputation and/or competitiveness of the Town. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It also is against Town policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on Town computers. Violations of this policy may result in termination for a first offense.

The Town encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding Town business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the Town.

All use of Town-provided communications systems, including e-mail and internet use, should conform to our Town guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest.

End users have a responsibility for security. This includes maintaining the integrity of security profiles by not releasing passwords to other employees or persons, not visually displaying passwords, and not leaving workstations unattended while logged in.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the Town recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Abuse of these privileges is subject to corrective action up to and including termination.

13. Records Retention
Pursuant to the authority granted to it by Section 24-71.3-117 of the Colorado Revised Statutes, the Town has adopted the Colorado Municipal Records Retention Schedule, as it may be amended from time to time. The Colorado Municipal Records Retention Schedule shall govern all record retention for the Town. Employees shall refer to the Colorado Municipal Records Schedule when determining the retention period of Town records. Appropriate documentation must be completed and approved by the Town Clerk prior to destruction of records.

14. Disciplinary Procedure
The Town expects employees to comply with the Town’s standards of behavior and performance and to correct any noncompliance with these standards.

a. Reasons for Disciplinary Action
Disciplinary action may be initiated on account of misconduct or unsatisfactory performance by the employee, including, but not limited to, any of the following:

i. Incompetence, inefficiency, improper performance of the duties, inability to perform the job, failure to perform adequate work, or other unsatisfactory performance;

ii. Insubordination, failure to follow orders, discourtesy to the public or other Town employees;

iii. Commission of any act or offense in violation of any law, or Town ordinances, regulations, Home Rule Charter or failure to comply with the requirements of these Personnel Regulations;

iv. Theft, unauthorized use, damage, or destruction of Town owned property;

v. Falsification or misrepresentation, or material omission in employment applications or other Town records, or materially false statements made to department heads or other Town employees;

vi. Consumption of alcoholic beverages or drugs on duty or working while ability to work is impaired on account of the consumption of alcoholic beverages or drugs;

vii. Possession, distribution, sale, or transfer of alcohol or illegal drugs in the workplace, while on duty, or while operating employer owned vehicles or equipment;

viii. Inattention to duty, tardiness, absenteeism, abuse of sick leave, or unauthorized absence from work;

ix. Conduct on or off the job that is unbecoming an employee of the Town, or which has an adverse effect on the reputation of the Town;

x. Careless, reckless, or negligent performance of duties;

xi. Disclosure of confidential Town information;

xii. Fighting, disruptive activity, threatening violence in the workplace, or otherwise violating the Town’s violence in the workplace policy;

xiii. Sexual or other unlawful or unwelcome harassment or committing any other act that violates the Town’s discrimination and harassment policy;

xiv. Loss of a license (driver’s, professional, or other) required in the performance of the job;

xv. Violation of safety or health rules. Smoking in prohibited areas and in any Town vehicle;

xvi. Possession of dangerous or unauthorized materials, such as explosives, in the workplace;

xvii. Openly carrying a firearm, including in a Town vehicle or on a Town-owned facility or parking lot, during work hours, except when such possession is a necessary requirement of an employee’s job; or

xviii. Possession of an unpermitted concealed weapon or firearm.

b. Types of Disciplinary Action

An employee may be terminated as a result of a first disciplinary action; same termination need not necessarily be preceded by warnings or other less severe disciplinary actions. Failure to follow disciplinary procedures set forth herein does not affect the validity of the underlying action. All department heads should ensure that dismissal procedures are closely adhered to and are not inconsistent with disciplinary procedures within this Personnel Policies and Procedures Manual. If a department head has any questions concerning this or any other process, they should immediately contact the Town Administrator.

Disciplinary actions may include any or all the following steps, which may be repeated or bypassed as deemed appropriate.

Verbal Warning. This is a verbal notice from the supervisor to the employee to notify the employee of substandard or unacceptable performance and communicate a positive expectation of change. Along with this warning, the supervisor should inform the employee that failure to remedy the
situation might result in a more serious form of disciplinary action. Supervisors shall retain a record of the oral warning. A verbal warning is not appealable.

**Written Warning.** This is a written notice to the employee describing a behavior or performance problem, the time period in which the employee must accomplish corrective action, and the repercussions of failing to comply. A copy of the reprimand, signed by the employee to indicate receipt, shall be placed in the employee’s personnel file. A written warning is not appealable.

**Suspension.** An employee may be suspended with or without pay for any period, depending upon the seriousness of the problem. Prior to taking action, a department head shall consult with the Town Administrator or their designee of their proposed course of action. The Town Administrator shall consult with Human Resources prior to suspending a department head.

The suspension of a regular full-time employee for a period of more than ten days without pay may be appealed pursuant to the Appeals process [below].

**Demotion.** An employee may be demoted by the department head or the Town Administrator. Prior to taking action a department head shall consult with Human Resources or his/her designee of his/her proposed course of action. The Town Administrator may consult with Human Resources prior to demoting a department head. The circumstances resulting in demotion shall be explained in a written communication to the employee and the signed copy shall be placed in the employee’s personnel file. The demotion of a regular full-time employee may be appealed pursuant to the Appeals process [below].

**Dismissal.** An employee may be permanently removed from Town service. A department head or the Town Administrator may impose a termination after consultation with Human Resources. The employee shall be advised of the cause of the termination. A regular full-time employee may appeal the termination pursuant to the Appeals process [below]. However, a terminated employee remains terminated unless a decision is made to rescind the termination.

**Removal of Officers.** Pursuant to Section 2.04.080 of the Municipal Code, as amended, the Board of Trustees shall appoint a town treasurer, a deputy town treasurer, a town clerk, a deputy town clerk, and a town police chief. The town treasurer, deputy town treasurer, town clerk, deputy town clerk and town police chief shall, after appointment, be considered regular, at-will employees of the Town, subject to the supervision, control and removal of the Town Administrator. The municipal judge will be appointed as stated by C.R.S. 13-10-105 and Article VII of the Home Rule Charter.

c. **Appeals**

After receiving notice of an appealable disciplinary action, an employee shall have 7 working days to appeal the action to the Administrator by submitting a written request. If the employee is a department head, the written request shall be submitted to the Board of Trustees. Written requests for extensions will be considered on a case by case basis. The Administrator, or the Board of Trustees if the employee seeking an appeal is a department head, will affirm, affirm with modifications, or reverse the disciplinary action.

d. **In-house Problem Resolution Procedure**

From time to time problems may arise in the employment relationship. It is the policy of the Town to resolve all such problems in-house without the intervention of any third parties when possible. To that end, the Town has adopted two methods for resolving problems. The first method is an informal “open door policy”. The second method is a written “complaint procedure”. These procedures do not change the at will nature of employment with the Town. When the problems include allegations of prohibited discrimination or harassment, employees should follow the Complaint Procedure [below].
e. Open Door Policy

The open-door policy applies to any complaint, problem, suggestion or question that employees may have regarding Town matters. Employees can go to their immediate supervisor, department head, and/or the Town Administrator at any time. Town employees shall not take the above items to Board members or the Mayor per Section 3-7 of the Home Rule Charter.

f. Written Complaint Procedure

The complaint procedure applies to any complaint regarding the interpretation or application of any manual, any safety concerns, and any working conditions or employee relationships in the Town government. It is also applicable to any complaint regarding discipline or termination. The procedure is as follows:

i. Employees are encouraged to first attempt to discuss the problem calmly and rationally with any other person(s) involved in a conflict.

ii. If the discussions in paragraph (i) are unsuccessful, the employee shall apprise his or her immediate supervisor verbally of the complaint. If the employee believes the supervisor has responded unsatisfactorily to the verbal complaint, the employee shall prepare a written complaint, on the form attached to this Handbook, complete a complaint form, as provided by the Town Administrator, and present it to their immediate supervisor. Employee complaints will be investigated.

iii. Employees who are not satisfied with the written response from their supervisor may present their complaint on a completed complaint form to the head of their department, if the department head is different from their supervisor. This must be done within seven working days after the employee has received the supervisor’s response. Upon receipt of an employee’s complaint, the organization will conduct an investigation, if appropriate, and respond to the complaint in writing in a reasonable time period.

iv. Employees who are not satisfied with the decision of the department head may present their complaint to the Town Administrator. This must be done within seven working days after the employee has received the department head’s response to the complaint. Upon receipt of an employee’s complaint, the organization will conduct an investigation, if appropriate, and will schedule a meeting with the employee at which time the employee will have the opportunity to present information to support his/her complaint. The Town Administrator will issue a written decision regarding the complaint in a reasonable time period after the meeting. Subject to the appeal procedures related to disciplinary action of department heads set forth in this Chapter, the decision of the Town Administrator will be final.

v. Employees who have complaints involving the Town Administrator which they cannot resolve through discussions with the Town Administrator may present their complaint on a completed complaint form to Human Resources. Upon receipt of an employee’s complaint, Human Resource will investigate the matter, if appropriate, and will respond in writing within a reasonable time period.

15. Time Off and Leaves of Absence

Requested leaves of absence not covered in this handbook may be granted in cases of emergency and/or when a leave of absence would not be contrary to the best interests of the Town. Employees are required to exhaust accrued vacation, sick leave, and compensatory time prior to taking unpaid leave under this section. A leave of absence may be granted only upon written request by an employee who presents the reason for the leave. For military leave, workers comp, and medical leave – see policies below. Leave without pay shall be subject to the following conditions:
a. The Town may fill a position formerly held by an employee on leave without pay.
b. Benefits shall not accrue during a period of leave without pay, nor will the Town make any contributions during such period for retirement or group insurance programs. However, the employee may participate in the group insurance programs during such period, provided the employee deposits in advance with the Town the amounts necessary to cover the total cost of the premiums.
c. The Town will make reasonable efforts to reinstate the employee to the same position previously occupied or to a similar position following a leave of absence. The Town, however, cannot guarantee that the same position or a similar position will be available at the time an employee desires to return to work.

16. Holidays
The Town observes and allows time off with pay for the following holidays:

• New Year’s Day
• Martin Luther King’s Jr. Day
• Presidents’ Day
• Memorial Day
• Independence Day
• Juneteenth
• Labor Day
• Columbus Day
• Veterans’ Day
• Thanksgiving Day
• Day after Thanksgiving
• Workday directly before or after Christmas (depending on day of the week for Christmas)
• Christmas Day

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the preceding Friday shall be considered the Holiday. The Board may authorize additional Holidays. Full-time employees, other than law enforcement personnel, shall ordinarily have the Holiday off and be credited with 8 hour’s pay. Employees must work the business day before and the business day after the Holiday to receive pay for the Holiday unless the time off has been approved by their immediate supervisor.

Full-time law enforcement personnel, including the Chief of Police, shall work without regard to Holidays, and are credited with the same number of holiday hours as received by all other employees to use at their convenience. Banked holiday hours must be used by the end of each year or they are forfeited.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the Town should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take vacation time, or take off unpaid days. The Town will seek to reasonably accommodate individuals’ religious observances.

17. Vacation
a. Full-Time Employees
   i. How Vacation Accrues - Vacation shall begin accruing at the end of the employee’s first six months of continuous employment.
<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Vacation time granted per pay period</th>
<th>Vacation carry over limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st six months of continuous employment</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Six months through four years of continuous employment</td>
<td>3.076 hours per pay period; or 80 hours per year</td>
<td>80 hours*</td>
</tr>
<tr>
<td>Years five through nine years of continuous employment</td>
<td>4.615 hours per pay period; or 120 hours per year</td>
<td>120 hours*</td>
</tr>
<tr>
<td>After 10 years of continuous employment</td>
<td>6.153 hours per pay period; or 160 hours per year</td>
<td>160 hours*</td>
</tr>
<tr>
<td>Exempt employees after 10 years of continuous employment</td>
<td>7.691 hours per pay period; or 200 hours per year</td>
<td>200 hours*</td>
</tr>
</tbody>
</table>

*Town Administrator may make exception to the carry over limit in time of emergency.

Those accruing 3.076 hours per pay period shall forfeit any accrued vacation hours over 80. Those accruing 4.615 hours per pay period shall forfeit any accrued vacation hours over 120. Those accruing 6.153 hours per pay period shall forfeit any accrued vacation hours over 160. Those accruing 7.691 shall forfeit and accrued vacation hours over 200. Vacation shall not accrue during any period of leave without pay. Periods of authorized leave without pay shall not create a discontinuity in employment for purposes of this paragraph.

ii. When Vacation is Credited - Vacation is credited to an employee at the end of every pay period during which the vacation is accrued.

iii. Exempt Employees - All exempt positions will be entitled to 40 additional hours of vacation each calendar year. This leave is intended to compensate the overtime-exempt employee partially for the additional hours needed to do their job and attend meetings. Exempt employees will accrue an additional 1.538 hours of vacation per paycheck.

iv. Compensatory Time - An employee shall be required to use accrued comp time in excess of 40 hours prior to their accrued vacation time, unless authorized by the Town Administrator.

b. Temporary and seasonal employees are not entitled to paid vacation.

c. Regular part-time employees shall accrue vacation time based on the proportion of hours worked per week to a forty-hour workweek.

d. Vacation shall be approved in advance and scheduled with the employee’s department head.

e. If employment is terminated, the payment of accrued vacation will be made at the time of termination.

f. If two or more employees in a department request the same vacation time, the senior employee shall be given priority; however, the department head, in his/her discretion, may deny a request for vacation time when necessary to insure the adequate department coverage.

18. Sick Leave

The Town provides regular, full-time employees with paid sick days.

Full-time employees and police officers shall accrue paid sick leave at a rate of 3.692 hours per pay period, equal to 96 hours per year, commencing after the first two weeks of employment.

Unused sick leave benefits will be allowed to accumulate indefinitely.
First two years of service | 0% of sick time accrual  
Two through four years of service | 10% of sick time accrual  
Five through nine years of service | 20% of sick time accrual  
Ten through fourteen years of service | 30% of sick time accrual  
Fifteen through nineteen years of service | 40% of sick time accrual  
Twenty and over years of service | 50% of sick time accrual

Sick days are not intended to be used as a substitute for vacation days, but sick days may be used if an employee needs to provide care for a family member who is ill. Sick days may also be used if an employee needs time off for scheduled medical procedures.

If an employee misses three or more consecutive days because of illness, the Town may require the employee to provide a physician’s written permission to return to work.

Except as required by state law, unused sick days are forfeited when an employee’s employment ends for any reason.

19. Medical Leave
A medical leave of absence may be granted upon request to regular full- and part-time employees for medical matters, at the discretion of the Town Administrator. Requests should be made in writing with 30 days advance notice, when possible. Medical leaves of absence may be requested for a personal serious health condition or to care for a spouse / domestic partner, child, or parent with a qualifying serious health condition. The Town may request documentation of the serious health condition prior to approving the requested leave.

   a. The Town will hold an employee’s position open for an approved medical leave for up to 3 months when possible. If leave is greater than 3 months, or the position is not able to be held open due to the nature of the work being performed, the employee, if qualified, will be entitled to the first reemployment opportunity available.
   
   b. Employee health benefits will be continued in the same manner as received prior to the leave, for the duration of the approved leave, but not to exceed 3 months. The employee will be expected to remit payment for the employee’s portion of the health insurance premium prior to departing for medical leave, and in an amount equivalent to the expected period of absence. If an employee requests leave which will extend beyond the 2 3-month periods, he/she will be advised of his/her COBRA rights.

   c. Once all other appropriate leave balances have been exhausted, the medical leave will be unpaid.

   d. Intermittent leaves of absence for medical purposes, or to care for a spouse / domestic partner, child or parent with a serious health condition may be granted by the Town Administrator. Approved intermittent leaves of absence may not exceed 90-days during a rolling calendar year.

   e. Medical leaves or absence are limited to one per rolling calendar year.

20. Family and Medical Leave - FMLA
The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

   a. Incapacity due to pregnancy, prenatal medical care, or childbirth.
   
   b. To care for the employee’s child after birth, or placement for adoption or foster care.
c. To care for the employee’s spouse, son or daughter, parent, or guardian who has a serious health condition.
d. Serious health condition that makes the employee unable to perform the employee’s job.

Benefits and Protections: During FMLA leave, the Town maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee may be required to reimburse the Town for payment of insurance premiums during leave. Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, the Town cannot guarantee that positions will remain open in the employees’ absence. If the employee’s position is no longer available, they will be offered an equivalent position for which they are qualified. Certain highly compensated employees (key employees) may have limited reinstatement rights. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Eligibility Requirements: To be eligible for family and/or medical leave, an employee must be employed at least 12 months and have worked at least 1,250 hours during the 12 months preceding the commencement of leave.

Definition of a Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave: The maximum time allowed for family and/or medical leave is a total of 12 weeks in a rolling 12-month period as defined by the Town or 26 weeks as explained above. For an employee eligible for the leave to care for a covered service member, the employee’s combined total annual FMLA leave entitlement does not exceed 26 weeks. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town’s agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave: Employees must use all available earned vacation, compensatory, and sick time if the leave is for the employee’s own serious medical condition at the beginning of any Family or Medical Leave of Absence. Employees must use all available earned family sick, vacation, and compensatory time depending upon the circumstances for leave and can be used for the birth or placement of a child, to care for a family member, or for qualifying exigencies to care for a covered service member at the beginning of any Family or Medical Leave of Absence. This time is included in the 12-week leave allowance. A Family or Medical Leave of Absence is without pay when earned paid leaves are exhausted. Vacation and sick leave will not accrue during unpaid leave.
Employee Responsibilities: Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable. Requests for leave must be made in writing to the Town Administrator, stating the reason for the leave, the starting date, and the planned date for return to work. Appropriate certification for serious health conditions may also be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be delayed. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town’s expense. Documentation confirming family relationship, adoption or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied.

Continued absence after denial of leave may result in disciplinary action. Employees on leave must contact the HR department before the first day of return and bring a medical authorization form from their physician if the leave was for their own serious health condition certifying that the employee is able to resume work. If the employee’s failure to return at the expiration of their authorized leave is due to a disability under the Americans with Disabilities Act (ADA) or other law, additional accommodations may be provided. As a part of the interaction, employees must supply sufficient information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive process between the employee and the Town.

The Town's Responsibilities: The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility. The Town will inform employees if leave will be designated as FMLA and the amount of leave counted against the employee’s leave entitlement. If the Town determines that the leave is not FMLA, the Town will notify the employee.

Unlawful Acts: FMLA makes it unlawful for the Town to:
   a. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
   b. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement: An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

21. Military Leave
The Town supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Town Administrator and his or her supervisor, who will provide
details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

This policy does not apply to temporary employees, or employees who were:

a. Separated from service with dishonorable or bad conduct discharge;
b. Separated from service under other than honorable discharge;
c. Dismissed as commissioned officers in certain situations such as a result of a court martial or by the President in time of war;
d. Dropped from the military rolls as a result of being absent without authority for more than three months or being imprisoned by a civilian court.

Time-off and Benefits Continuance.

a. Up to 15 days of paid time-off for military duty will be granted to full time employees. Employees granted such time off will receive the difference, if any, between their base rates and their military pay (remuneration including but not limited to base pay, longevity, subsistence, flight hazard or overseas pay, but not including travel pay) for the period. Appropriate pay vouchers and copies of orders must be submitted to receive the Town’s portion. Reservists are eligible to receive the pay differential for their required military reserve duty and training; however, they will not be eligible for the pay differential for voluntary training or duty assignments;
b. In addition to the benefits described above, unpaid time-off will be granted in addition to any vacation time to which the employee is entitled. If the military time-off involuntarily coincides with the employee’s scheduled vacation, the employee will be granted vacation at some other time. Employees who elect to have their military time-off coincide with their vacation shall not be entitled to receive make-up pay in addition to their regular vacation pay.
c. Life and health insurance as well as dental and vision coverage may be continued by the employee and his or her dependents (if covered at the start of leave) for up to 31 days, as long as the employee pays his or her regular contribution. Employees on military leave are not covered by accidental death and dismemberment insurance (AD&D) or long-term disability insurance (LTD). Employees planning to return to the Town as an employee may pay their portion of insurance to keep it active.
d. The benefits mentioned above will be discontinued after 31 days or, if earlier, the day after the deadline for the employee’s return to work or application for reemployment. Upon termination of the employee’s coverage, the employee (and eligible dependents) will be eligible for continuation coverage under COBRA, generally up to 18 months, at the full cost of the extended benefit as determined by the Town at the regular COBRA rate. At the Town’s discretion, the employee may be required to produce documentation of length of service and status of discharge.
e. The Town may, in its sole discretion, provide additional benefits.
f. During periods of war or national emergency.

22. Bereavement Leave
In the case of a death of an employee’s family member, the employee may request time off with pay from the day of death through the day of the funeral, not to exceed 3 days (unless the funeral is out of state, in which case 5 days may be requested). “Family member” is defined as parent, grandparent, sibling,
spouse, child, mother-in-law, father-in-law, guardian, or other individuals approved by Town Administrator). Additional time off requested by the employee will be charged against vacation or comp time accruals. If no leave time is available, the employee may be granted leave without pay with the approval of the Town Administrator.

23. **Jury Duty/Court Appearance**

The Town supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee’s absence. You will be paid your normal salary or hourly compensation while you are on jury duty for up to 15 days in a calendar year. No overtime payments, if you are eligible for overtime pay, are made during the time that you serve on a jury.

Time for appearance in court for personal business will be the individual employee’s responsibility. Normally, vacation days will be used for this purpose.

24. **Time Off for Voting**

The Town recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won’t be the case, contact your supervisor to discuss scheduling accommodations.

25. **Vacation and Sick Leave Donation**

At the Town’s discretion, employees may voluntarily donate excess sick or vacation leave to another full-time employee who is in need of additional hours due to his own or immediate family member’s serious illness or injury.

An employee must be a regular full-time employee for a minimum of six months and must have exhausted all accrued sick, comp and vacation time before he/she can request donated vacation or sick leave from other employees. If an employee plans to donate excess sick leave, they must leave at least 240 hours (30 days) in their own sick leave bank at the time of the donation and may not donate more than 80 hours every calendar year. If an employee plans to donate excess vacation, they must leave at least 80 hours (2 weeks) in their own vacation bank at the time of donation and may not donate more than 40 hours every calendar year. The donating employee must complete the Vacation / Sick Leave Donation Request Form provided by Human Resources, specifying the person to whom they are donating and the number of hours.

The employee receiving the donated hours may not receive more than 80 hours of donated vacation or sick leave from other employees per year unless approved by the Town Administrator. An employee may not bank donated hours.
E. Employee Benefits

The Town recognizes the value of benefits to employees and their families. The Town supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, contact the Town’s benefits coordinator.

1. Health, Dental and Vision

The Town offers group health and dental for eligible employees and may pay all or a portion of the cost of coverage for the employee and a portion of the cost of family coverage. The balance of the coverage shall be borne by the employee and will be deducted from the employee’s pay. The Town may provide group life insurance for eligible employees and may pay all or a portion of the cost of coverage for the employee.

Health, dental and vision insurance for employees shall begin on the first day of the month following 30 days of employment, and the employee can elect to cover his or her dependents at this time, during open enrollment or at the time of a qualifying event.

2. Retirement

The Town has established a 401(a) Retirement Plan to provide all full-time employees the potential for future financial security for retirement. Participation in the plan is mandatory for regular full-time employees following completion of 6 months of service. For each full year worked at the Town, after the six-month introductory period, the employee is vested 20%. All employees (police department included) are also eligible to contribute to a 457 Deferred Compensation Plan after the employee has worked two weeks at the Town.

Police Pension. The Town shall provide a police pension for all regular full-time police officers.

Employees who participated in a Colorado Retirement Association plan with a previous employer within 12 months of their employment with the Town of Silt would be eligible for immediate contributions into their 401(a) without completing 6 months of service.

3. Workers’ Compensation

Employees are covered for a job-related injury or illness by the Colorado Workers’ Compensation Act. Under the Act, an employee may receive certain benefits pertaining to a job-related injury or illness. Neither workers’ compensation insurance nor the Town will cover personal property that is damaged as a result of an accident.

The Town participates in an Early Return to Work Program as directed by the Town’s workers’ compensation insurance carrier. Details will be provided to the employee at the time of a job-related injury.

The Town shall place employees receiving workers’ compensation wage benefits on leave without pay. The employee shall reimburse the Town the amount of any wages paid the employee by the Town for days which they also received workers’ compensation wage benefits.

4. Life Insurance

The Town offers Life insurance to eligible full-time employees and this policy is paid by the Town. It 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.

5. 457 Deferred

The Town offers an optional supplemental retirement plan that may be implemented two weeks after start of employment. There is no Town match.
6. Pay Advances
In the event of a personal emergency, full-time employees who have been with the town a minimum of two years may submit a written request for a pay advance to the Administrator, indicating the nature of the emergency involved. The Administrator will evaluate the request and determine whether a pay advance should be granted in his/her sole discretion. While requested amounts should be kept to a minimum, in no way shall an employee be granted an advance greater than the net amount of their paycheck. The Town will require employees to have accrued vacation to use as collateral in the event that it should be needed to reimburse the Town. Reimbursement of an advance to the Town will be taken out of the next available paycheck and shall not extend beyond the next four pay periods.

7. Expenses
Town Officers and employees shall be reimbursed for authorized expenses incurred on authorized Town business. Proper records and receipts must be submitted to obtain reimbursement. Authorized use of non-Town vehicles on authorized Town business shall be reimbursed at the IRS general mileage and per diem rates. The Town Administrator must approve travel in advance, subject to an adequate appropriation, therefore.
F. Departmental Policies and Requirements

1. Police Department
   a. A positive attitude will be displayed to the public at all times. The attitude of the Police Department shall also be positive toward the Board and other Town employees. Law enforcement personnel should remember they are public servants and are accountable to the public. They should also remember to treat everyone with courtesy and respect.
   b. The Police Chief will be responsible for the budget of the Police Department. The Chief must be accountable for each line item of the budget as it is budgeted for the entire year. Any supplemental budget request must be supported with good and sufficient reasons for the additional monies.
   c. Police Officers who are required to be on call should live close enough to Town in order to be able to respond to a call within a reasonable time.
   d. Each officer will be visible to the public as much as possible. Each officer should attempt one contact with each of the businesses of the Town during a shift. Police officers are encouraged to perform additional foot patrols throughout each day when possible. The officers are also responsible for daily bar checks and evening bar checks. The utilization of time shall be implemented so that the least amount of time shall be office time.
   e. A monthly schedule shall be presented to the Administrator every month by the Chief.
   f. Foremost in officer’s minds should be the motto “to protect and serve with courtesy and respect”.
   g. The Town will budget an annual clothing allowance to be used for uniform costs as needed. Police Officers will be responsible for maintenance of their own clothing. It will be the officers’ responsibility to mend any rips in their uniforms. The Town will furnish patches. Full-time officers hired by the Town may be provided a duty weapon at the Chief’s discretion. The Police Chief will be responsible for deciding the caliber needed.

2. Public Works and Public Utilities Departments
   a. A positive attitude will be displayed to the public at all times. The attitude of the public works and public utilities crews shall also be positive toward the Board and other Town employees. The crew members should remember they are public servants and are accountable to the public.
   b. Public Works and Public Utilities employees who are required to be on call should live close enough to Town in order to be able to respond to a call within a reasonable time based on the severity of the call.
      i. On-call: The on-call schedule begins on Friday of each week and runs through the following Thursday. The employee who is scheduled to be on-call will receive a stipend for that week. Being on-call means that this person will respond to after hour calls that require immediate attention. This person would also routinely check pumps and tank levels, clean screens and any other necessary routine maintenance that is required during irrigation season. Should an employee be called out for more than 2.5 hours, the additional time would be paid as comp time.
      ii. Should an employee be called out for an emergency situation (i.e. snow removal, water break, etc.) on a week that contains a paid holiday, the employee may be eligible for compensatory time at time and a half for actual hours worked that exceed 40 hours.
   c. Proper utilization of time is to be exercised. Two persons should not perform a job that can be performed by one; e.g., two crew members taking garbage truck to the dump.
   d. A schedule of tentative weekly jobs shall be presented to the crews so they will know when they finish one task what their next assignment is, thus minimizing loss of time. The department heads shall be responsible to see that there is no time loss from one job to another.
   e. Employees are expected to present a clean and neat appearance and to dress according to the requirement of their position.
f. Employees will be expected to adhere to the Public Works and Public Utilities Safety Policy Manual.
g. The Town will provide an annual clothing allowance, of an amount pursuant to the budget, per employee to be used at the discretion of the Public Utilities Director to purchase protective clothing and equipment.

3. **Office Administration**
   a. A positive attitude will be displayed to the public at all times. The attitude of the office staff shall also be positive toward the Board and other Town employees. The team should remember they are public servants and are accountable to the public.
b. Proper utilization of time is to be exhibited.
c. Proper care of equipment is to be exercised.
d. Employees are to display professionalism in the office.
e. Employees are expected to present a clean and neat appearance and to dress according to the requirement of their position.
f. Monthly reports shall be made to the Administrator, including financial reports as well as reports to other State, County, and Federal agencies.
g. Staff will be scheduled to properly cover office hours.

4. **Community Development/Recreation/Special Events**
   a. A positive attitude will be displayed to the public at all times. The attitude of the office staff shall also be positive toward the Board and other Town employees. The team should remember they are public servants and are accountable to the public.
b. Equal code enforcement toward all citizens shall be practiced.
c. The team shall be helpful to the public and be consistent with code enforcement obligations.
d. The team shall work with the public and maintain a professional appearance to best reflect the Town.
e. Employees are expected to present a clean and neat appearance and to dress according to the requirement of their position.

5. **Water / Wastewater Department**
   a. A positive attitude will be displayed to the public at all times. The attitude of the water/wastewater crew shall also be positive toward the Board and other Town employees. The crew members should remember they are public servants and are accountable to the public.
b. Water / wastewater employees should live close enough to Town in order to be able to respond to a call within a reasonable time based on the severity of the call.
c. Employees are expected to provide quality water for the citizens of the Town.
d. Employees are expected to perform routine operations required for the general maintenance of both the water and wastewater plants.
e. Employees are expected to present a clean and neat appearance and to dress according to the requirement of their position.
f. Employees will be expected to adhere to the Public Works Safety Policy Manual.
Town of Silt Organizational Chart

One employee may hold more than one position.
Handbook Acknowledgment and Receipt - EMPLOYEE

I hereby acknowledge receipt of the employee handbook of the Town of Silt. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, Town practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the Town to employ me now or hereafter and that my employment may be terminated by me or the Town without reason at any time. I understand that no representative of the Town has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the Town Administrator may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Town Administrator.

_____________________________________          _____________________________________
Employee’s Name in Print                                         Signature of Employee

_____________________________________
Date Signed by Employee
Handbook Acknowledgment and Receipt - TRUSTEE/COMMISSIONER

To be completed by Trustee/Commissioner and returned to the Town Administrator or his/her designee.

This acknowledges that I have received a copy of the Town of Silt’s Employee Handbook dated ________________.

I understand that it is my responsibility to read and become familiar with its contents. I agree to abide by the Handbook, as well as all written policies, rules, and regulations that are in effect or that may become effective during my term as a Trustee/Commissioner.

________________________________________
Print name

________________________________________
Trustee/Commissioner signature

________________________________________
Date
BOARD OF TRUSTEES REGULAR MEETING
January 10, 2022

AGENDA ITEM SUMMARY

SUBJECT: Middle Colorado Watershed Council (MCWC) and Aspen Valley Land Trust (AVLT) presentation

PROCEDURE: Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Members of these two organizations will provide a briefing on the activities they are pursuing within the Town of Silt, including, but not limited to, the improvements being made at and around Silt Island Park's boat ramp, Silt River Preserve planning efforts and developments concerning the island parcel that the Town has expressed preserving.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Paula Stepp, Dave Erickson, Bud Tymczyszyn, Sara Tymczyszyn

TOWN ATTORNEY REVIEW: / / Yes / X / No

FUNDING SOURCE: N/A

DOCUMENTS ATTACHED: Information prepared by MCWC and AVLT

SUBMITTED BY: Jeff Layman, Town Administrator

REVIEWED BY: Sheila M. McIntyre, Town Clerk
2022 Silt Preserve, Silt Boat Ramp and Silt area projects

The 132-acre Silt River Preserve is owned by the Town of Silt and conserved through the Aspen Valley Land Trust. The Town of Silt and AVLT continue to work with a variety of stakeholders on numerous restoration opportunities to establish a high-quality riverside park with recreation and agricultural opportunities.

This effort was bolstered by a significant grant from Great Outdoors Colorado in 2020. This grant supported a detailed assessment of the property and facilitated a stakeholder driven process that resulted in a detailed master plan. This grant also funded a variety of projects throughout the year including ecological restoration, trail maintenance, improved irrigation systems, and support for Highwater Farm. Remaining budget will be used to continue achieving goals outlined in the master plan and to leverage additional grants.

In 2021, the Middle Colorado Watershed Council worked with Wright Water Engineers and AVLT to accomplish key tasks regarding the water rights availability at the Preserve. Funds are currently being requested to implement the existing water rights to begin restoring the existing ponds along with minor improvements in the first phase of pond restoration. Groundwork will be laid for the next stages for pond improvements requiring additional water rights and water court application processes.

Using 5 acres of the Silt Preserve under a lease with the town of Silt, Highwater Farms used this year to expand its youth engagement and education through a farm internship program. This year, 25% of the 30,000 pounds of fresh produce grown on 1 acre of the lease area was distributed to food pantries and hunger relief programs in Garfield County. In 2022, plans are underway to expand the youth program and acreage producing food.

AVLT, MCWC and Highwater Farms will provide a quick update on what was accomplished in 2021 with the help of city staff and volunteers and share 2022 plans with the Silt Board of Trustees. AVLT will also give an update on the status of the potential Silt Island conservation project. A short question and answer period will follow the presentation.

Presentation:

- AVLT project update.
- MCWC water right and phased restoration update. Silt boat ramp. Post fire water quality impacts and planning.
- Highwater Farms update
- AVLT Silt Island update
- Questions and discussion
Dave Erickson (dave@avlt.org)
Bud Tymczyszyn (bud@avlt.org)
Aspen Valley Land Trust
970-963-8440

Paula Stepp
Middle Colorado Watershed Council
970-404-0162, pstepp@midcowatershed.org
Town of Silt
Non-Profit Partners Update
Aspen Valley Land Trust & Middle Colorado Watershed Council
January 10th, 2022
LEGEND

132 ACRES

GREAT BASIN-INTERMOUNTAIN RUDERAL DRY SHRUBLAND & GRASSLAND (RDSG)

REHABILITATED WESTERN INTERIOR RIFLABAN FOREST & WOODLAND (I-IRFW)

ROCKY MOUNTAIN GREAT BASIN LOW-Desert Foxtail Rushland (LFRS)

WESTERN COOL TEMPERATE CLOSE GROWN CRUOS (TCGC)

WESTERN COOL TEMPERATE PASTURE & HAYLAND - WESTERN NORTH AMERICAN RUDERAL GRASSLAND & SHRUBLAND (TCPH)

WESTERN INTERIOR RIFLABAN FOREST & WOODLAND (IRFW)

FRESH WATER POND

PALLUTRINE EPERENT WETLAND (PEW)

PALLUTRINE SCRUB SHRUB (PSS)

200' EAGLE NEST SET BACK

HYDROLOGIC FEATURE

EXISTING VEGETATION COMMUNITIES

DHM DESIGN

SILT RIVER PRESERVE
MARCH 2021
Silt Water Rights: Pond Restoration and Irrigation

Three-phase development:
• implementing the existing water court decree for the existing ponds
• enhancement of the ponds and associated infrastructure
• enlargement of one pond for multi-purpose uses
Silt Boat Ramp Expansion

- Enlarged and improved launch, circulation, and parking area design
- A pedestrian trail to take advantage of a smaller river access point for hand-carried watercraft
- Town of Silt staff to complete construction of the revised access area and the expanded parking
Water Quality Monitoring Dashboard

• User-friendly interface to access water quality information from post fire events in Glenwood Canyon

• Individualized accounts will allow downstream users to set up text alerts for when a parameter of interest is too high or outside of a specific window.

• Users will be trained on the dashboard during the initial launch.
**Silt Eagle Island Update**

*Jan 2022*

**Notable Features**
- Island
- Connects two public properties
- 23ac irrigated pasture
- Water rights
- Significant riparian/wetland vegetation communities
- Outstanding wildlife habitat
- CNHP area of “Outstanding Biodiversity Significance”

**Opportunities**
- Connection between the Silt Preserve and Silt Island Park
- River access & fishing
- Agricultural use
- Educational use
- Habitat protection and restoration
- Park, trails, picnicking, & passive recreation
Silt Eagle Island Update

Jan 2022

Updates
- Was listed for $2.8M
- AVLT was applying for GOCO funds for purchase
- Planned to give to TOS
- TOS dedicated $20k
- Seller took off market in October 2021
- Listing likely overpriced
- Removed GOCO application
- AVLT & partners retooling approach
- Next step to feel out possibility for off-market deal
What a year!

2021 was a big year at Highwater Farm. Thanks to our team and community of supporters, here’s just some of what we accomplished:

- Earned 501(c)3 non-profit status
- Trained 6 local youth in our first summer program
- Grew 30,000 lbs of produce on 1 acre
- Routed 25% of harvest to local food pantries
- Ran a 30-member CSA & established farmers’ market sales
- Hosted 5 community events
- Worked with over 150 volunteers
- Employed 3 seasonal staff & 1 director

2021 Year-End Financials

- 2021 Income: $140k
  - Produce Sales: $60k
  - Donations: $40k
  - Grants & Foundations: $40k

- 2021 Expenses: $140k
  - Staffing & Salaries: $40k
  - Farm Operating Costs: $30k
  - Youth Program: $20k
  - Infrastructure: $10k
Coming in hot 2022!

Highwater Farm has big plans for next growing season.

Goals in 2022:

• Employ 10 local teens in summer program
• Raise youth pay to competitive wages
• Grow on 1.25 acres and cover crop surrounding acreage
• Increase yield from 30k to 40k lbs of produce
• Expand CSA to 50 members
• Upgrade irrigation filters
• Purchase time-saving tractor implements

CSA shares on sale now!  ->  highwaterfarm.org
BOARD OF TRUSTEES REGULAR MEETING
January 10, 2022

AGENDA ITEM SUMMARY

SUBJECT: Re-2 Mill Levy Correction

PROCEDURE: Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Some school districts around the State, including Garfield Re-2, under-collected taxes due to them based on an erroneous ruling. Re-2 representatives will be at the meeting to present to the Board how this came to be and what they are doing to fix the issue.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Theresa Hamilton, et al.

TOWN ATTORNEY REVIEW: / / Yes / X / No

FUNDING SOURCE: N/A

DOCUMENTS ATTACHED: Re-2 Power Point Presentation

SUBMITTED BY: Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY: Sheila M. McIntyre, Town Clerk
Town of Silt

Silt, Colorado Mill
Levy Correction

Presented by: Theresa Hamilton and Jeff Blanford
January 10, 2021
... school districts in Colorado, based on an interpretation of statute by CDE and others, began collecting less local property tax for education than their voters had authorized, in some cases for years. How this came to pass is a complicated story that we will try to tell succinctly. **Mill Levy Correction is a legislative and legal directive to fix this undercollection of local property taxes for education.**
**Mill:** One mill is equal to one tenth of one penny or one 1/1000 of a dollar. Mills are used to calculate property taxes using a formula of mills $\times$ assessed property value = property tax. The assessed property value is the actual property value $\times$ the assessment rate. Currently, the residential assessment rate in Colorado is 7.15%.

- If you live in an area where the total mills levied on all homes is 27 mills, and the assessed property value of your $200,000 home is $14,300 (7.15%), your property tax is $.027 \times $14,300 = $386.

**Total Program Mill Levy:** The mill levy is the total number of mills the school district collects from local property taxpayers to fund the local share of Total Program.
Terminology

- **Assessed Valuation (AV):** The taxable portion of property value in the school district. As an index of property wealth, AV varies significantly between districts and can vary a lot from year to year (particularly for oil and gas districts).

- **Total Program:** Refers to the total amount required by the formula to fund the school district on an annual basis. Typically has two portions: *local share* (property taxes) and *state share* (state funds appropriated by the Legislature). Some districts can fully fund Total Program with only local share (property taxes).
  - Districts have different ratios of local to state share in their Total Program. Some are totally funded by local share; others receive most revenue from state share. The ratio depends on multiple factors, including the district’s Assessed Valuation.
  - Districts may have Mill Levy Overrides and/or bonds that allow them to collect property taxes above and beyond the amount required for Total Program.
**District A** includes a large, active mine. The district’s Assessed Valuation is very high.

**District B** is a district without a lot of industry. The district’s Assessed Valuation is very low.

The size of the **pie** is fixed per the school finance formula. The size of the **slices** is dependent on local factors.
Garfield RE-2 Total Program
Fiscal Year 2020-21

$36,844,389 (Local Share)
$4,128,574 (State Share)
In the 1990s and 2000s, many school districts obtained voter approval to retain and spend revenue in excess of the property tax revenue limitation imposed on the district by TABOR.

- You may hear this referred to as “de-Brucing” or “de-TABORing”
- Garfield RE-2 passed a de-TABOR vote in 1998.

Districts that de-TABORed had permission from the voters to keep their local property tax mill levies (their local share) at the level in place at the time of the de-TABOR vote.

Without de-TABORing, districts would not have been able to retain revenues above their TABOR limitation due to interactions of various factors unique to Colorado.

- Rapid and significant growth in residential property value;
- TABOR, which prevents taxes from increasing without voter approval;
- And Gallagher, which has driven the residential assessment rate down in order to preserve the required ratio of residential/commercial property tax rates.
Background: How did we get here?

Note: Prior to 1993, K-12 funding was done on a calendar year basis.
CDE and others interpreted the statute such that **some de-TABORed districts should reduce their local share** through 2007.

- However, because de-TABORed districts had permission from the voters to keep their mill levies at a higher level, it is now clear that local share should not have been reduced.

In 2007, school district mills were frozen through legislation, then litigated in a debate about how local school districts should have treated their local mills per statute.

**Because of the reduction to mill levies made between the early 1990s and 2007, the local share collected by those districts went down, and state share went up.**
Background: How did we get here?

De-TABOR vote gave district permission to keep mill levy here

Gap in property tax collections that was then covered by state share

Year of de-TABOR vote

District followed “normal” mill levy ratchet down due to interaction of factors in the state Constitution.

2007 “freeze” of mill levies
Background: How do we fix it?

- **The legislature has now taken steps to restore, going forward, the local share that was erroneously reduced.**
  - This created a reduction in local share and resulted in the non-collection of local property taxes that were already authorized by voters.
  - The legislature is only seeking to fix this issue going forward--it is **NOT** seeking to recover local tax property revenue that should have been collected in the past.

- **Mill Levy Correction is a state law.** While the responsibility for setting the mill levy lies with the local school board, the local school board must set the Total Program levy in accordance with state law.
Step 1: Passage of HB20-1418

June 2020: [HB20-1418](#) signed (see Section 33). The 2020-2021 School Finance Act required districts to levy the number of mills specified by the requirements in the bill, including the establishment of temporary tax credits, if necessary, to correct historical errors. The bill required districts to set a mill levy target equal to the lowest of:

1. The mills required to fully fund the district with local property taxes;
2. The mills in place at the time the district obtained voter approval to retain and spend revenue in excess of the property tax revenue limitation imposed on the district by TABOR (de-Bruce); or
3. 27.000 mills.
Background: How do we fix it?

Target Mills per HB20-1418: Districts Impacted by Mill Levy Correction

86 out of 127 districts (68%) have target mills of 27. This means that the mills required to fully fund the district, **and** the mills in place at the time of deTABOR, are both greater than 27.

41 out of 127 districts (32%) have target mills under 27. This means that either the mills required to fully fund the district, **or** the mills in place at the time of deTABOR, are less than 27.
Background: How do we fix it?

Step 2: District certification of Temporary Tax Credits

**December 2020:** If required, districts included temporary tax credits when certifying property tax mills related to the local share of total program for the 2020 tax year. The temporary tax credits were equal to the difference between the district’s current total program mill and the mill levy target established by **HB20-1418**. For example, if the district’s current total program mill was 25, and its mill levy target is 27, the district implemented a temporary tax credit of 2 mills.
1. Garfield RE-2 Current Total Program Mill Levy: 5.700 mills

2. Garfield RE-2 target mill levy per 20-1418: 16.282 mills

3. Garfield RE-2 temporary tax credits (2 – 1): 10.582 mills
Step 3: Introduction, challenge to, and passage of HB21-1164

March 2021: HB21-1164 introduced. The bill requires CDE to implement a correction plan for districts with temporary tax credits. Specifically, the plan must ensure that districts incrementally reduce temporary tax credits “as quickly as possible but by no more than one mill each property tax year,” beginning in the 2021 tax year.

May 2021: Colorado Supreme Court ruled in an interrogatory that HB21-1164 is constitutional.

June 2021: HB21-1164 signed into law.
Next Steps: What happens now?

- HB21-1164 requires CDE to implement a correction plan that:
  - Reduces a district’s temporary tax credits “as quickly as possible,”
  - But by no more than 1 mill per year.
  - The original mill levy target certified in December 2020 was 19.491 with a credit of 14.791

Our District has a corrected mill levy target of 16.282 based on the requirements of HB20-1418. In 2020, District was levying 4.700 mills. Taxpayers in our district will see the following changes to their property taxes for the local share of Total Program (table on next page shows annual reduction):
### Annual District Mill Adjustments per HB21-1164

<table>
<thead>
<tr>
<th>Year</th>
<th>Mill Levy</th>
<th>Temporary Tax Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Tax Year (certified Dec 2021)</td>
<td>16.282 mills</td>
<td>10.582 temporary tax credits</td>
</tr>
<tr>
<td>2022 Tax Year (certified Dec 2022)</td>
<td>16.282 mills</td>
<td>9.582 temporary tax credits</td>
</tr>
<tr>
<td>2023 Tax Year (certified Dec 2023)</td>
<td>16.282 mills</td>
<td>8.582 temporary tax credits</td>
</tr>
<tr>
<td>2024 Tax Year (certified Dec 2024)</td>
<td>16.282 mills</td>
<td>7.582 temporary tax credits</td>
</tr>
<tr>
<td>2025 Tax Year (certified Dec 2025)</td>
<td>16.282 mills</td>
<td>6.582 temporary tax credits</td>
</tr>
<tr>
<td>2026 Tax Year (certified Dec 2026)</td>
<td>16.282 mills</td>
<td>5.582 temporary tax credits</td>
</tr>
<tr>
<td>2027 Tax Year (certified Dec 2027)</td>
<td>16.282 mills</td>
<td>4.582 temporary tax credits</td>
</tr>
<tr>
<td>2028 Tax Year (certified Dec 2028)</td>
<td>16.282 mills</td>
<td>3.582 temporary tax credits</td>
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<tr>
<td>2029 Tax Year (certified Dec 2029)</td>
<td>16.282 mills</td>
<td>2.582 temporary tax credits</td>
</tr>
<tr>
<td>2030 Tax Year (certified Dec 2030)</td>
<td>16.282 mills</td>
<td>1.582 temporary tax credits</td>
</tr>
<tr>
<td>2031 Tax Year (certified Dec 2031)</td>
<td>16.282 mills</td>
<td>0.582 temporary tax credits</td>
</tr>
<tr>
<td>2032 Tax Year (certified Dec 2032)</td>
<td>16.282 mills</td>
<td>0.000 temporary tax credits</td>
</tr>
</tbody>
</table>
Background: How do we fix it?

107 out of 127 districts (82%) have fewer than 10 temporary tax credits. Find your district’s temporary tax credits [here](#).

Tax credits range from **0.048 to 18.480**.

This means that districts will be implementing Mill Levy Correction for anywhere from 1 to 19 years.
**Where will the money go?**
- The estimate for the 2021-2022 school year is that Mill Levy Correction will generate ~$90M in additional local share
- These are funds that won’t need to be paid from state sources
- Therefore, the funds may be redirected, for example to the new factor changes in the finance formula:

> “...THE GENERAL ASSEMBLY FURTHER DECLARES THAT THE REMAINING COSTS OF THE SCHOOL FINANCE FORMULA CHANGES ARE OFFSET BY THE SAVINGS TO THE STATE SHARE OF TOTAL PROGRAM THAT OCCUR AS A RESULT OF CORRECTING THE UNAUTHORIZED REDUCTIONS IN DISTRICT PROPERTY TAX MILL LEVIES AS PROVIDED IN SECTION 22-54-106 (2.1).”

**Ultimately, use of these state funds is the legislature’s decision.**
● How much might Mill Levy Correction raise in additional property taxes over time?

The following chart provides an *estimate* of the impact of Mill Levy Correction on property tax collection, all else being equal.*

<table>
<thead>
<tr>
<th></th>
<th>Current with No Stepdown</th>
<th>With Credit Stepdown</th>
<th>Approx Add'l Prop Taxes per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>2,853,909,591</td>
<td>2,945,599,960</td>
<td>91,690,369</td>
</tr>
<tr>
<td>Year 5</td>
<td>2,853,909,591</td>
<td>3,061,122,354</td>
<td>207,212,763</td>
</tr>
<tr>
<td>Year 10</td>
<td>2,853,909,591</td>
<td>3,096,358,015</td>
<td>242,448,424</td>
</tr>
<tr>
<td>Fully Implemented</td>
<td>2,853,909,591</td>
<td>3,106,891,398</td>
<td>252,981,807</td>
</tr>
</tbody>
</table>

*Note: the estimates above assume static Assessed Valuations and assessment rates.*
Review: Main takeaways

- Mill Levy Correction is a legislative and legal directive to correct a historical undercollection of local property taxes.
- The historical undercollection resulted in districts collecting less in property taxes for education than their voters had approved by de-TABORing.
- Mill Levy Correction is in law, dictated by state statute; it is not a local decision to raise property taxes.
- Mill Levy Correction is a phased approach to restoring local property taxes to the levels voters authorized.
- Mill Levy Correction will result in local taxpayers increasing their taxes to previously approved levels, or to an appropriate level as defined by HB20-1418.
- There are no retroactive payments or penalties--the law only applies to future years.
- **Funds generated through Mill Levy Correction will result in more fiscal resources overall being available for education.**
## Property Tax Notice

**2020 Taxes Due in 2021**

<table>
<thead>
<tr>
<th>TAX AUTHORITY</th>
<th>MILL LEVY</th>
<th>MILL LEVY CREDIT</th>
<th>TAX AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>GARFIELD COUNTY</td>
<td>13.56000</td>
<td>0.00000</td>
<td>$282.50</td>
</tr>
<tr>
<td>GARFIELD COUNTY - R&amp;D</td>
<td>0.08700</td>
<td>0.00000</td>
<td>$1.81</td>
</tr>
<tr>
<td>GARFIELD COUNTY - GHS</td>
<td>0.00000</td>
<td>0.00000</td>
<td>$6.00</td>
</tr>
<tr>
<td>COLORADO RIVER FIRE</td>
<td>8.10200</td>
<td>0.00000</td>
<td>$127.05</td>
</tr>
<tr>
<td>COLORADO RIVER WATER CONS.</td>
<td>0.60300</td>
<td>0.00000</td>
<td>$10.45</td>
</tr>
<tr>
<td>SCHOOL DISTRICT RE-J</td>
<td>22.73200</td>
<td>0.00000</td>
<td>$451.04</td>
</tr>
<tr>
<td>COLORADO MTN COLLEGE</td>
<td>4.01300</td>
<td>0.00000</td>
<td>$83.55</td>
</tr>
<tr>
<td>GARFIELD COUNTY PUB LIB</td>
<td>2.40500</td>
<td>0.00000</td>
<td>$52.15</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>NET LEVY</th>
<th>$8,14700</th>
<th>$1,169.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>LATE FILI NG FEES/ADMIN FEE</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>SPECIAL ASSESSMENT</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>BENEFIT VETERAN EXEMPT</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$1,169.00</td>
<td></td>
</tr>
</tbody>
</table>

**State Legislative**

Funding, your school mill levy would have been 57-1140000

**Property Description (May Be Abbreviated)**

- EQUIP, FURNITURE & FIXTURES,
  - Itemized: School/Mills
  - Mill Credit!

**Address:**

COMCAST OF COLORADO IV, LLC
ONE COMCAST CENTER PROPERTY TAX DEPT
32ND FLOOR
PHILADELPHIA, PA 19103

---

**Payment Due Date:**

- **First Half:** February 28, 2021
- **Second Half:** June 15, 2021
- **Full Payment:** April 30, 2021

**Property Tax Exemptions**

- CRS 39-3-303
  - A property tax exemption is available to senior citizens, surviving spouses of senior citizens, and disabled veterans.
  - For an application, please contact the Garfield County Assessor’s Office at 970-945-9134 or assessor@garfield-county.com.

**Property Tax Deferrals**

- 39-3-303.5
  - Senior and Active Military
  - For an application, please contact the Garfield County Treasurer’s Office at 970-945-6362.

---

**Return Top Portion For your Records**

**Return this coupon with payment to:**

GARFIELD COUNTY TREASURER
P.O. BOX 1089
GLENWOOD SPRINGS, CO 81602-1089

---

**If Your Taxes Are Paid by a Mortgage Company, DO NOT PAY THIS BILL.**

---

**If You Like Delinquent Taxes?**

- **No**

---

**Return this coupon with Second Half Payments:**

**2ND HALF COUPON**

---

**If You Like Delinquent Taxes?**

- **No**

---

**Return this coupon with First Half or Full Payments:**

**FULL OR 1ST HALF COUPON**

---

**If You Like Delinquent Taxes?**

- **No**

---

**For Questions:**

- Call 970-945-6382
- Visit the Garfield County Treasurer’s Office
- Email assessor@garfield-county.com
- Visit the Garfield County Treasurer’s website at www.garfield-county.com/treasurer
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>GARFIELD County School District</th>
<th>Rifle School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. HB20-1418 Tax Credit</td>
<td>10.582</td>
<td>10.582</td>
</tr>
<tr>
<td>1b. HB20-1418 Net Mill Levy (amt collected by county)</td>
<td>5.700</td>
<td>5.700</td>
</tr>
<tr>
<td>2. Categorical Buyout</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>3. Total Program Reserve Fund</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>4. Total Program Mill</td>
<td>5.700</td>
<td>5.700</td>
</tr>
<tr>
<td>5. Overrides:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Voter-approved</td>
<td>6.468</td>
<td>13.797</td>
</tr>
<tr>
<td>b. Hold harmless</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>c. Excess hold harmless</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>6. Abatement</td>
<td>0.016</td>
<td>0.016</td>
</tr>
<tr>
<td>7. Total General Fund</td>
<td>12.184</td>
<td>19.513</td>
</tr>
<tr>
<td>8. Bond Redemption Fund</td>
<td></td>
<td>12.995</td>
</tr>
<tr>
<td>9. Transportation Fund</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>10. Special Building and Technology Fund</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>11. Other (Loan, Charter School)</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>12. Total</td>
<td>12.184</td>
<td>32.508</td>
</tr>
</tbody>
</table>

### Assessed Valuation

<table>
<thead>
<tr>
<th></th>
<th>As of November 30, 2021</th>
<th>As of December 15, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Assessed Valuation</td>
<td>666,659,670</td>
<td>668,768,500</td>
</tr>
<tr>
<td>Tax Increment Financing</td>
<td>-1,886,200</td>
<td>-1,941,040</td>
</tr>
<tr>
<td>Net Assessed Valuation</td>
<td>664,773,470</td>
<td>666,827,460</td>
</tr>
<tr>
<td>Abatements (Total across all counties)</td>
<td>10,512</td>
<td>10,512</td>
</tr>
</tbody>
</table>

**Information provided by state for certification to county treasurer:**

- Estimated Full Funding Mill Levy: 65.085
- Projected Gross Funding from State: 39,477,324
- 65.085
- 39,477,324

**COMPLETE AND RETURN TO TIM KAHALE BY DECEMBER 21, 2021:**
Scanned and emailed copies are preferable. It is not necessary to mail original copy.

kahle_t@cde.state.co.us

If you need a copy for any reason, send to:
Division of School Finance and Operations
Colorado Department of Education
201 E. Colfax Avenue; Room 206
Questions?
MEMORANDUM

TO: Mayor Richel and Members of the Silt Board of Trustees
FROM: Mark Chain, Planner
DATE: January 6, 2022
RE: Public Hearing – First Reading For ordinances annexing the Highway 6 & 24 Annexation #4 and for the annexation of the South First Street right-of-way Annexation.

The adoption of these 2 ordinances is the final step in the process for these 2 annexations which comprise street rights-of-way. For background, the Planning and Zoning commission considered the annexation petition for these two properties and recommended that the Board approve the annexations. The Board approved a resolution of substantial compliance for both of these parcels on November 8, 2021. The Board also approved resolutions setting forth findings of facts and conclusions for the annexation of these parcels according to state statute on December 13.

Tonight’s public hearings begins this final step. These attached ordinances approve the annexations and set forth the filing and recording procedures to be undertaken to finalize the annexations; all being done according to state statute. You’ve seen these annexation maps a number of times already so we are not reproducing them as part of this Board of Trustees packet. (Note: Staff will be happy to project these annexation maps at the public hearings upon request).

Both of these ordinances require 2 readings. This first reading and public hearing is of course tonight and the second reading in public hearing will occur two weeks hence on January 24. Each of these ordinances should be adopted by separate motions. The recommendation and suggested motions are below:

Recommendation: Staff recommends that you approve Ordinance No. 1-Series of 2022 annexing to the Town the Highway 6 & 24 Annexation #4 and Ordinance No. 2- Series of 2022 annexing the South First Street right-of-way Annexation and setting the second reading for such ordinances by public hearing on January 24, 2022.

Motion: I recommend that the Board Approve Ordinance No. 1-Series of 2022 annexing the Highway 6 & 24 right-of-way Annexation #4 and set the second reading for adoption on the January 24, 2022 agenda.
Motion: I recommend that the Board Approve Ordinance No. 2-Series of 2022 annexing the South First Street Right-of-Way Annexation and set the second reading for adoption on the January 24, 2022 agenda.
AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO CERTAIN PROPERTY KNOWN AS THE HIGHWAY 6 & 24 ANNEXATION #4, A 5.81-ACRE PARCEL ALONG HIGHWAY 6 & 24 AT THE EAST END OF THE CURRENT TOWN LIMITS GENERALLY NORTH OF THE AREA KNOWN AS THE VILLAGE AT PAINTED PASTURES WITHIN GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, on or about September 1, 2021, the Colorado Department of Transportation (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and Affidavit of Circulator for that real property specifically described on Exhibit “A” attached hereto and known as the Highway 6 and 24 Annexation #4; or more generally known as the “Property”; and

WHEREAS, on or about October 5, 2021, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

WHEREAS, on or about November 8, 2021, the Board of Trustees approved Resolution 24, Series of 2021, a resolution finding Substantial Compliance of the Annexation Petition, Affidavit of Circulator, and Annexation Application with the requirements of sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.; and

WHEREAS, on or about December 13, the Board of Trustees approved Resolution No. 30, Series of 2021, a resolution setting forth findings of fact and conclusions as required by § 31-12-110, C.R.S. concluding that (1) all eligibility for annexation requirements specified in Sections 31-12-104 and 31-12-105, C.R.S. have been met and (2) the Petition for Annexation was executed by 100% of the property owners of record, and therefore an annexation election is not required pursuant to § 31-12-107(2), C.R.S.

WHEREAS, in order to encourage well-ordered development to the Town of Silt, it is desirable that the Property be annexed into the Town of Silt; and

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

Section I. That the annexation to the Town of the Property be and is hereby approved and said real property as described in Exhibit A attached hereto
is hereby annexed to the Town and shall be known as the Highway 6 & 24 Annexation #4.

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

(a) File one (1) copy of the annexation map with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Silt, Colorado; and

(b) File three (3) certified copies of the annexation ordinance and three (3) copies of the annexation plat with the Garfield County Clerk and Recorder for: 1) recordation; 2) transmission to the Department of Local Affairs and 3) transmission to the Department of Revenue.

(c) File one (1) certified copy of the annexation ordinance and one (1) copy of the annexation plat in the office of the County Assessor of Garfield County, Colorado.

INTRODUCED, READ, AND APPROVED ON FIRST READING UPON A PUBLIC HEARING this 10th day of January 2022.

APPROVED ON SECOND READING this 24th day of January 2022.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED FOLLOWING A PUBLIC HEARING, this 24th day of January 2022.

TOWN OF SILT

_______________________
Mayor Keith Richel

ATTEST:

__________________________
Town Clerk Sheila M. McIntyre
EXHIBIT A

Legal Description:

ANNEXATION: HIGHWAY 6 & 24 (#4)
A TRACT OF LAND SITUATED IN THE NORTH ONE-HALF OF SECTION 11,
TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M., GARFIELD
COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PAINTED PASTURES
SUBDIVISION AS AMENDED UNDER RECEPTION NUMBER 773723;
THENCE N 02° 06' 28" E ALONG THE RIGHT-OF-WAY OF HIGHWAY 6 & 24
AS RECORDED IN BOOK 159 AT PAGE 249, A DISTANCE OF 20.01 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S 85° 55' 58" E, A
DISTANCE OF 456.21 FEET; THENCE S 04° 04' 02" W. A DISTANCE OF
120.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY, SAID
POINT ALSO BEING THE NORTHWesterLY CORNER OF THE VILLAGES
AT PAINTED PASTURES AS PLATTED AND ANNEXED; THENCE ALONG
THE SOUTHERLY RIGHT-OF-WAY AND THE CURRENT TOWN LIMITS, THE
FOLLOWING THREE (3) COURSES;

1) N 85° 55' 58" W, A DISTANCE OF 1463.18 FEET
2) S 49° 10' 18" W, A DISTANCE OF 70.84 FEET
3) N 85° 55' 58" W, A DISTANCE OF 607.78 FEET TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY AND THE TOWN LIMITS;

THENCE N 04° 04’ 02” E ALONG THE EASTERLY TOWN LIMITS BY
ORDINANCE NO. 2 SERIES OF 1995, A DISTANCE OF 150.00 FEET TO A
POINT ON THE NORTHERLY RIGHT-OF-WAY AND SOUTHERLY TOWN
LIMITS WITH THE ANNEXATION OF THE PAINTED PASTURES
SUBDIVISION; THENCE S 85° 55’ 58” E, A DISTANCE OF 1665.62 FEET TO
THE POINT OF BEGINNING.

SAID TRACT CONTAINS 252,876 SQUARE FEET AND/OR 5.81 ACRES
MORE OR LESS.

TOTAL PERIMETER IS 4,553 LINEAL FEET.
REQUIRED 1/6th CONTIGUOUS BOUNDARY IS 758 LINEAL FEET.
CONTIGUOUS TOWN LIMITS ARE 3,977 LINEAL FEET.
TOWN OF SILT
ORDINANCE NO. 2
SERIES OF 2022

AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO CERTAIN PROPERTY KNOWN AS THE SOUTH FIRST STREET RIGHT-OF-WAY ANNEXATION, A 0.11-ACRE PARCEL ALONG THE WESTERN EDGE OF THE SOUTH FIRST STREET RIGHT-OF-WAY IMMEDIATELY SOUTH OF HIGHWAY 6 & 24 WITHIN GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, on or about September 1, 2021, the Town of Silt (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and Affidavit of Circulator for that real property specifically described on Exhibit “A” attached hereto and known the South First Street Right-of-way Annexation; or more generally known as the “Property”; and

WHEREAS, on or about October 5, 2021, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

WHEREAS, on or about November 8, 2021, the Board of Trustees approved Resolution 25, Series of 2021, a resolution finding Substantial Compliance of the Annexation Petition, Affidavit of Circulator, and Annexation Application with the requirements of sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.; and

WHEREAS, on or about December 13, the Board of Trustees approved Resolution No. 31, Series of 2021, a resolution setting forth findings of fact and conclusions as required by § 31-12-110, C.R.S. concluding that (1) all eligibility for annexation requirements specified in Sections 31-12-104 and 31-12-105, C.R.S. have been met and (2) the Petition for Annexation was executed by 100% of the property owners of record, and therefore an annexation election is not required pursuant to § 31-12-107(2), C.R.S.

WHEREAS, in order to encourage well-ordered development to the Town of Silt, it is desirable that the Property be annexed into the Town of Silt; and

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

Section I. That the annexation to the Town of the Property be and is hereby approved and said real property as described in Exhibit A attached hereto is hereby annexed to the Town and shall be known as the South First Street Annexation.
Section II. As required by statute, the Town of Silt shall:

(a) File one (1) copy of the annexation map with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Silt, Colorado; and

(b) File three (3) certified copies of the annexation ordinance and three (3) copies of the annexation plat with the Garfield County Clerk and Recorder for: 1) recordation; 2) transmission to the Department of Local Affairs and 3) transmission to the Department of Revenue.

(c) File one (1) certified copy of the annexation ordinance and one (1) copy of the annexation plat in the office of the County Assessor of Garfield County, Colorado.

INTRODUCED, READ, AND APPROVED ON FIRST READING UPON A PUBLIC HEARING this 10th day of January 2022.

APPROVED ON SECOND READING this 24th day of January 2022.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED FOLLOWING A PUBLIC HEARING, this 24th day of January 2022.

TOWN OF SILT

_______________________
Mayor Keith Richel

ATTEST:

__________________________
Town Clerk Sheila M. McIntyre
EXHIBIT A

Legal Description:

ANNEXATION: SOUTH FIRST STREET ROW

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M., GARFIELD COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


SAID TRACT CONTAINS 4775 SQUARE FEET AND/OR 0.11 ACRES, MORE OR LESS.

TOTAL PERIMETER IS 378 LINEAL FEET.
REQUIRED 1/6th CONTIGUOUS BOUNDARY IS 63 FEET.
CONTIGUOUS TOWN LIMITS ARE 160 FEET.

COUNTY OF GARFIELD
STATE OF COLORADO
DATE: December 9, 2021

TO: Board of Trustees of the Town of Silt

FROM: Karp Neu Hanlon PC, Town Attorney

RE: Enclave Annexation

At the direction of the Board of Trustees, the Town of Silt (“Town”) has initiated the process to annex by ordinance an “enclave” of unincorporated Garfield County that is entirely surrounded by Town land. The parcel of land is an approximately two-acre tract of land located north of Grand Avenue and east of Kim Drive, Silt, Colorado. The annexation ordinance before you for a first reading at the December 13 Board of Trustees meeting is the first step in the abbreviated process of annexing an enclave into the Town.

Colorado law provides an abbreviated process for annexing enclaves into a municipality. When any unincorporated area is “entirely contained within the boundaries of a municipality,” and has been surrounded by municipal land for at least three years, the governing body may, “by ordinance” annex that land into the municipality, without going through the application, petition, resolution, and hearing requirements applicable to other annexations. See C.R.S. § 31-12-106(1). The findings the Board is required to make are:

1. The enclave is surrounded by Town land;
2. The enclave has been surrounded by Town land for a period of at least three years;
3. The Town land surrounding the enclave does not consist of public rights-of-way (including streets and alleys) that are not immediately adjacent to the municipality on the side of the right-of-way opposite to the enclave; and
4. The territory surrounding the enclave was annexed into the municipality in accordance with state law.

Pursuant to Silt’s Home Rule Charter and Code, two readings are required to adopt the annexation ordinance.

This enclave is located on the east side of the Town, north of Grand Avenue, east of Kim Drive, and is adjacent to the Camario Phase II Subdivision, which was annexed into the Town in 2012. The enclave is also adjacent to the Flying Eagle Subdivision, which was annexed into the Town
in 1981. Across Grand Avenue, the Lyons Subdivision borders the enclave to the south, which was annexed into the Town in 1993. The following image from the Garfield County Assessor’s website shows the location of the enclave parcel, for illustrative purposes only. An official annexation map will be prepared prior to the passage of the annexation ordinance on second reading.

![Enclave Annexation Map](image)

After the Board of Trustees adopts the annexation ordinance on second reading, currently anticipated for the next Board meeting on January 10, the Town will publish the ordinance and send it to the relevant county and state agencies to complete the annexation process.
TOWN OF SILT
ORDINANCE NO. 5
SERIES OF 2021

AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO AN APPROXIMATELY TWO-ACRE TRACT OF LAND LOCATED NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE, SILT, COLORADO, LOCATED IN UNINCORPORATED GARFIELD COUNTY

WHEREAS, the Town of Silt (“Town”) desires to annex to the Town pursuant to section 31-12-106(1), C.R.S. a tract of land known as 0 County Road 218, Silt, Colorado 81652 and described on Exhibit A attached hereto; and

WHEREAS, the Board of Trustees, by Ordinance No. 7, Series of 2001, annexed to the Town certain property known as the MAG, LLC (also known as 1990 Grand PUD), which is adjacent to the 0 County Road 218 property; and

WHEREAS, the Board of Trustees, by Ordinance No. 17, Series of 2012, annexed to the Town certain property known as the Camario Phase II Annexation, which is adjacent to the 0 County Road 218 property; and

WHEREAS, the Board of Trustees has determined that (1) the property known as 0 County Road 218 is entirely contained within the boundaries of a municipality and has been so surrounded for a period of not less than three years; (2) the conditions necessary for the annexation of an enclave under section 31-12-106(1), C.R.S. have been met with regard to the property; and (3) that none of the limitations in section 31-12-106(1.1), C.R.S. prevent the Town from annexing this property; and (4) an annexation impact report is not required under 31-12-108.5 C.R.S.; and

WHEREAS, in order to encourage well-ordered development to the Town of Silt, it is desirable that the 0 County Road 218 enclave be annexed into the Town of Silt; and

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

Section I. That the annexation to the Town of the Annexation Property be and is hereby approved and said real property as described in Exhibit A attached hereto is hereby annexed to the Town and shall be known as “0 County Road 218 Enclave.”

Section II. As required by statute, the Town of Silt shall:
(a) File one copy of the annexation map with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Silt, Colorado; and

(b) File for recording and distribution to the relevant state agencies three certified copies of this Ordinance and map of the area annexed containing a legal description of such area with the Garfield County Clerk and Recorder.

INTRODUCED, READ, AND APPROVED ON FIRST READING UPON A PUBLIC HEARING this 13th day of December 2021.

APPROVED ON SECOND READING this ___ day of ____ 2022.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED FOLLOWING A PUBLIC HEARING, this __ day of _______ 2022.

TOWN OF SILT

________________________________________
Mayor Keith Richel

ATTEST:

________________________________________
Town Clerk Sheila M. McIntyre
EXHIBIT A

Legal Description:

A TRACT OF LAND SITUATED IN THE SW1/4SW1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING NORTHERLY OF COUNTY ROAD AS CONSTRUCTED AND IN PLACE AND SOUTHERLY OF THE WARE & HINES DITCH AS CONSTRUCTED AND IN PLACE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD, WHENCE THE RE-ESTABLISHED SECTION CORNER COMMON TO SECTIONS 2, 3, 10 AND 11 IN SAID TOWNSHIP AND RANGE BEARS:
SOUTH 87° 56'45" WEST 96.33 FEET;
THENCE NORTH 773.55 FEET;
THENCE SOUTH 80° 08'13" EAST 116.16 FEET;
THENCE SOUTH 751.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD;
THENCE SOUTH 89° 01'00" WEST 114.46 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD TO THE POINT OF BEGINNING;
EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY, IF ANY, LYING WITHIN FLYING EAGLE SUBDIVISION.

COUNTY OF GARFIELD
STATE OF COLORADO
DATE: January 6, 2022

TO: Board of Trustees of the Town of Silt

FROM: Karp Neu Hanlon PC, Town Attorney

RE: Ordinance No. 4, Series of 2022, Directing the Town to Acquire a Two-Acre Tract of Land Located North of Grand Avenue and East of Kim Drive

At the direction of the Board of Trustees, the Town of Silt ("Town") has entered a contract to purchase a parcel of land known as the approximately two-acre tract of land located north of Grand Avenue and east of Kim Drive, Silt, Colorado (the “Property”). The materials for your consideration at the January 10 Board meeting include Ordinance No. 4, Series of 2022 authorizing the Town to acquire the Property and Exhibit B to the Ordinance (the executed contract to purchase the land). The Board previously initiated the process to unilaterally annex the Property into the Town, and the second reading of that annexation ordinance is also scheduled for the January 10 Board meeting.

Pursuant to Section 13-11 of the Town’s Charter, the Town has the power to acquire real property by ordinance. Pursuant to Section 1-8(f) of the Town Charter, ordinances take effect 30 days after publication. Closing will occur after the ordinance takes effect.

Timeline:
- December 27, 2021: Contract was executed by the Town.
- January 3, 2021: Town received disclosures from seller and commenced title review.
- January 10, 2021: First reading and public hearing for Ordinance No. 4, Series of 2022.
- January 24, 2021: Adoption, second reading, and public hearing for Ordinance No. 4, Series of 2022.
- February 27, 2021: Ordinance No. 4, Series of 2022 becomes effective.
- February 28, 2021: Closing for the Property.

The parcel is located on the east side of the Town, north of Grand Avenue, east of Kim Drive, and is adjacent to the Camario Phase II Subdivision. The parcel is shown by the diagram below, and a legal description of the Property is included in the Ordinance and the contract:
AN ORDINANCE OF THE TOWN OF SILT, COLORADO DIRECTING THE TOWN TO ACQUIRE A PARCEL OF REAL PROPERTY KNOWN AS AN APPROXIMATELY TWO-ACRE TRACT OF LAND LOCATED NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE, SILT, COLORADO.

WHEREAS, pursuant to Section 13-11 of the Town's Home Rule Charter, the Town has the authority to acquire real property by ordinance; and

WHEREAS, the Board of Trustees of the Town ("Board") has determined that it is in the best interests of the Town to purchase a parcel of real property known as an approximately two-acre tract of land located north of Grand Avenue and East of Kim Drive, Silt, Colorado as described in Exhibit A to this Ordinance (the "Property"); and

WHEREAS, the Board has determined that it is in the best interests of the Town to acquire the Property on the terms and conditions set forth in the contract attached to this Ordinance as Exhibit B; and

WHEREAS, the Board finds and determines that the adoption of this Ordinance is necessary and proper to provide for the well-ordered development and prosperity of the Town.

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

Section 1

1. Purchase of Property. The purchase of the Town of the Property be and is hereby approved and that said real property as described in Exhibit A attached hereto shall be purchased by the Town on the terms and conditions provided for in the contract in Exhibit B attached hereto.

2. Publication and Effective Date. Pursuant to Section 1-8(f) and 1-8(h) of the Town Charter, after final passage this Ordinance shall be publicly posted and published, and this Ordinance shall take effect thirty (30) days following such public notification.
Section 2

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 3

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 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, a public hearing, this 10th day of January 2022, at 7:00 p.m. in the Municipal Building of the Town of Silt Colorado.

PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED, this 24th day of January 2022.

TOWN OF SILT

________________________________________
Mayor Keith B. Richel

ATTEST:

________________________________________
Town Clerk Sheila M. McIntyre, CMC
EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE SW1/4SW1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING NORTHERLY OF COUNTY ROAD AS CONSTRUCTED AND IN PLACE AND SOUTHERLY OF THE WARE & HINES DITCH AS CONSTRUCTED AND IN PLACE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD, WHENCE THE RE-ESTABLISHED SECTION CORNER COMMON TO SECTIONS 2, 3, 10 AND 11 IN SAID TOWNSHIP AND RANGE BEARS:
SOUTH 87° 56'45" WEST 96.33 FEET;
THENCE NORTH 773.55 FEET;
THENCE SOUTH 80° 08'13" EAST 116.16 FEET;
THENCE SOUTH 751.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD;
THENCE SOUTH 89° 01'00" WEST 114.46 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD TO THE POINT OF BEGINNING:
EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY, IF ANY, LYING WITHIN FLYING EAGLE SUBDIVISION.

County of Garfield
EXHIBIT B

[Attach Contract executed on December 27, 2021, as Exhibit B]
1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Silt, Colorado, a Colorado Municipal Corporation (Buyer) will take title to the Property described below as [ ] Joint Tenants [ ] Tenants In Common [ ] Other.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Josue Sandoval Ruiz, 353 W. Orchard Ave., Silt, Colorado 81652 (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Garfield, Colorado:

A TRACT OF LAND SITUATED IN THE SW1/4SW1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING NORTHERLY OF COUNTY ROAD AS CONSTRUCTED AND IN PLACE AND SOUTHERLY OF THE WARE & HINES DITCH AS CONSTRUCTED AND IN PLACE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD, WHENCE THE REESTABLISHED SECTION CORNER COMMON TO SECTIONS 2, 3, 10 AND 11 IN SAID TOWNSHIP AND RANGE BEARS:

SOUTH 87° 56'45" WEST 96.33 FEET;
THENCE NORTH 773.55 FEET;
THENCE SOUTH 80° 08'13" EAST 116.16 FEET;
THENCE SOUTH 751.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD;
THENCE SOUTH 89° 01'00" WEST 114.46 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY, IF ANY, LYING WITHIN FLYING EAGLE SUBDIVISION.

COUNTY OF GARFIELD
STATE OF COLORADO

known as No. TBD County Road 218, Silt, CO 81652.

Street Address City State Zip
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions): N/A

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions: N/A
If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

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

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


2.7.1. Deeded Water Rights. The following legally described water rights:

All water and water rights, whether tributary, nontributary, or not nontributary, whether adjudicated or unadjudicated, and all ditches and ditch rights, water wells and well rights, State Engineer filings, well registration statements and well permits, water taps, reservoirs and reservoir rights, which are, have been, or may be used on or in connection with, or are appurtenant to, or located on or underlying, or in any way associated with, the Property, (the “Subject Water Rights”). Together with all appurtenances including, but not limited to, any easements, rights-of-way, water diversion, carriage, storage, transmission facilities, irrigation equipment, wells, pumps and pipelines, and all other improvements or appurtenances owned by Grantor and related to, associated with, or historically used on or in connection with the Subject Water Rights, or which may be necessary for the development, operation, or maintenance of the Subject Water Rights.

Any deeded water rights will be conveyed by a good and sufficient bargain and sale deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: N/A

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

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

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows: N/A

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

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

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows: N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Event</th>
<th>Date or Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>§ 4.3</td>
<td>Alternative Earnest Money Deadline</td>
<td>MEC + 3</td>
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<tr>
<td>Title</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>§ 8.1, 8.4</td>
<td>Record Title Deadline</td>
<td>MEC + 7</td>
</tr>
<tr>
<td>3</td>
<td>§ 8.2, 8.4</td>
<td>Record Title Objection Deadline</td>
<td>MEC + 14</td>
</tr>
<tr>
<td>4</td>
<td>§ 8.3</td>
<td>Off-Record Title Deadline</td>
<td>MEC + 7</td>
</tr>
<tr>
<td>5</td>
<td>§ 8.3</td>
<td>Off-Record Title Objection Deadline</td>
<td>MEC + 14</td>
</tr>
<tr>
<td>6</td>
<td>§ 8.5</td>
<td>Title Resolution Deadline</td>
<td>MEC + 21</td>
</tr>
<tr>
<td>7</td>
<td>§ 8.6</td>
<td>Right of First Refusal Deadline</td>
<td>N/A</td>
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<td>Owners’ Association</td>
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<td>8</td>
<td>§ 7.2</td>
<td>Association Documents Deadline</td>
<td>N/A</td>
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<tr>
<td>9</td>
<td>§ 7.4</td>
<td>Association Documents Termination Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>Seller’s Disclosures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>§ 10.1</td>
<td>Seller’s Property Disclosure Deadline</td>
<td>MEC + 7</td>
</tr>
<tr>
<td>11</td>
<td>§ 10.10</td>
<td>Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)</td>
<td>N/A</td>
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<tr>
<td>Loan and Credit</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>§ 5.1</td>
<td>New Loan Application Deadline</td>
<td>N/A</td>
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<tr>
<td>13</td>
<td>§ 5.2</td>
<td>New Loan Termination Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>14</td>
<td>§ 5.3</td>
<td>Buyer’s Credit Information Deadline</td>
<td>N/A</td>
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<tr>
<td>15</td>
<td>§ 5.3</td>
<td>Disapproval of Buyer’s Credit Information Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>16</td>
<td>§ 5.4</td>
<td>Existing Loan Deadline</td>
<td>N/A</td>
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<td>17</td>
<td>§ 5.4</td>
<td>Existing Loan Termination Deadline</td>
<td>N/A</td>
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<td>18</td>
<td>§ 5.4</td>
<td>Loan Transfer Approval Deadline</td>
<td>N/A</td>
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<td>19</td>
<td>§ 4.7</td>
<td>Seller or Private Financing Deadline</td>
<td>N/A</td>
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<tr>
<td>Appraisal</td>
<td></td>
<td></td>
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<td>20</td>
<td>§ 6.2</td>
<td>Appraisal Deadline</td>
<td>N/A</td>
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<td>21</td>
<td>§ 6.2</td>
<td>Appraisal Objection Deadline</td>
<td>N/A</td>
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<tr>
<td>22</td>
<td>§ 6.2</td>
<td>Appraisal Resolution Deadline</td>
<td>N/A</td>
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<td>Survey</td>
<td></td>
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<td></td>
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<tr>
<td>23</td>
<td>§ 9.1</td>
<td>New ILC or New Survey Deadline</td>
<td>MEC + 14</td>
</tr>
<tr>
<td>24</td>
<td>§ 9.3</td>
<td>New ILC or New Survey Objection Deadline</td>
<td>MEC + 14</td>
</tr>
<tr>
<td>25</td>
<td>§ 9.3</td>
<td>New ILC or New Survey Resolution Deadline</td>
<td>MEC + 21</td>
</tr>
<tr>
<td>Inspection and Due Diligence</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>§ 10.3</td>
<td>Inspection Objection Deadline</td>
<td>MEC + 14</td>
</tr>
<tr>
<td>27</td>
<td>§ 10.3</td>
<td>Inspection Termination Deadline</td>
<td>MEC + 14</td>
</tr>
<tr>
<td>28</td>
<td>§ 10.3</td>
<td>Inspection Resolution Deadline</td>
<td>MEC + 21</td>
</tr>
<tr>
<td>29</td>
<td>§ 10.5</td>
<td>Property Insurance Termination Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>30</td>
<td>§ 10.6</td>
<td>Due Diligence Documents Delivery Deadline</td>
<td>MEC + 7</td>
</tr>
<tr>
<td>31</td>
<td>§ 10.6</td>
<td>Due Diligence Documents Objection Deadline</td>
<td>MEC + 14</td>
</tr>
<tr>
<td>32</td>
<td>§ 10.6</td>
<td>Due Diligence Documents Resolution Deadline</td>
<td>MEC + 21</td>
</tr>
<tr>
<td>33</td>
<td>§ 10.6</td>
<td>Environmental Inspection Termination Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>34</td>
<td>§ 10.6</td>
<td>ADA Evaluation Termination Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>35</td>
<td>§ 10.7</td>
<td>Conditional Sale Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>36</td>
<td>§ 10.10</td>
<td>Lead-Based Paint Termination Deadline (if Residential Addendum attached)</td>
<td>N/A</td>
</tr>
<tr>
<td>37</td>
<td>§ 11.1, 11.2</td>
<td>Estoppel Statements Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>38</td>
<td>§ 11.3</td>
<td>Estoppel Statements Termination Deadline</td>
<td>N/A</td>
</tr>
<tr>
<td>Closing and Possession</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>§ 12.3</td>
<td>Closing Date</td>
<td>See paragraph 30.1</td>
</tr>
<tr>
<td>40</td>
<td>§ 17</td>
<td>Possession Date</td>
<td>At closing</td>
</tr>
<tr>
<td>41</td>
<td>§ 17</td>
<td>Possession Time</td>
<td>At closing</td>
</tr>
<tr>
<td>42</td>
<td>§ 28</td>
<td>Acceptance Deadline Date</td>
<td>December 20, 2021</td>
</tr>
<tr>
<td>43</td>
<td>§ 28</td>
<td>Acceptance Deadline Time</td>
<td>5:00 pm MT</td>
</tr>
</tbody>
</table>
3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>§ 4.1</td>
<td>Purchase Price</td>
<td>$140,000</td>
</tr>
<tr>
<td>2</td>
<td>§ 4.3</td>
<td>Earnest Money</td>
<td>$5,000</td>
</tr>
<tr>
<td>3</td>
<td>§ 4.5</td>
<td>New Loan</td>
<td>$N/A</td>
</tr>
<tr>
<td>4</td>
<td>§ 4.6</td>
<td>Assumption Balance</td>
<td>$N/A</td>
</tr>
<tr>
<td>5</td>
<td>§ 4.7</td>
<td>Private Financing</td>
<td>$N/A</td>
</tr>
<tr>
<td>6</td>
<td>§ 4.7</td>
<td>Seller Financing</td>
<td>$N/A</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>§ 4.4</td>
<td>Cash at Closing</td>
<td>$135,000</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>TOTAL</td>
<td>$140,000</td>
</tr>
</tbody>
</table>

4.2. Seller Concession. At Closing, Seller will credit to Buyer $_________ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent of the amount allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a check, will be payable to and held by Commonwealth Title Company of Garfield County (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller’s receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller’s check and cashier’s check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract, ☐ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

[Intentionally deleted.]
5. FINANCING CONDITIONS AND OBLIGATIONS.

[Intentionally deleted.]

6. APPRAISAL PROVISIONS.

[Intentionally deleted.]

7. OWNERS’ ASSOCIATION.

[Intentionally deleted.]

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before Record Title Deadline, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before Record Title Deadline, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment Will Not contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by Buyer. Seller One-Half by Buyer and One-Half by Seller. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before Record Title Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller’s obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline
specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller’s possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecollected easement, boundary line discrepancy or water rights). Buyer’s Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer’s sole subjective discretion, must be received by Seller on or before Off-Record Title Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title Deadline. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may object, on or before Record Title Deadline. If the Tax Certificate states that the Property is included in a special taxing district and is received by Buyer after the Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property’s inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer’s right to object, in Buyer’s sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer’s written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer’s written withdrawal of Buyer’s Notice of Title Objection (i.e., Buyer’s written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer’s receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer’s sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner’s title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all matters as there are strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ New Improvement Location Certificate (New ILC); or, 2) ☑ New Survey in the form of ... is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. Seller ☑ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☑ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _________________ will receive a New ILC or New Survey on or before New ILC or New Survey Deadline.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer’s written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.
10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller’s Property Disclosure. On or before Seller’s Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller to Seller’s actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer’s expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the Property Insurance, in Buyer’s sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery Deadline:

☐ 10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;
☐ 10.6.1.2. Property tax bills for the last _______ years;
☐ 10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
☐ 10.6.1.4. A list of all Inclusions to be conveyed to Buyer;
☐ 10.6.1.5. Operating statements for the past _______ years;
☐ 10.6.1.6. A rent roll accurate and correct to the date of this Contract;
☒ 10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer’s sole subjective discretion, Buyer may, on or before Due Diligence Documents Objection Deadline:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;

or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before Due Diligence Documents Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Due Diligence Documents Resolution Deadline, this Contract will terminate on Due Diligence Documents Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of Due Diligence Documents Resolution Deadline.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before Due Diligence Documents Objection Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer’s sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. [Intentionally deleted.]

10.7. Conditional Upon Sale of Property. [Intentionally deleted.]

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer □ Does □ Does Not acknowledge receipt of a copy of Seller’s Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. □ There is No Well. Buyer □ Does □ Does Not acknowledge receipt of a copy of the current well permit. Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER, YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER’S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS.

[Intentionally deleted.]

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any
additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission’s Closing Instructions □ Are □ Are Not executed with
this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by the parties.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between
different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender
of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

☒ special warranty deed □ general warranty deed □ bargain and sale deed □ quit claim deed □ personal representative’s
deed □ ________________________________ deed. Seller, provided another deed is not selected, must execute and deliver a good
and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
warranty deed, title will be conveyed “subject to statutory exceptions” as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens
or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
as of the date of Buyer’s signature hereon, whether assessed or not and previous years’ taxes, will be paid at or before Closing by
Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by x Buyer □ Seller One-
Half by Buyer and One-Half by Seller □ Other.

15.3. Status Letter and Record Change Fees. At least fourteen days prior to Closing Date, Seller agrees to promptly
request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association’s Status Letter
must be paid by ☒ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
be paid by ☒ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.4. Local Transfer Tax. □ The Local Transfer Tax of __________% of the Purchase Price must be paid at Closing by
☒ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ None □ Buyer □ Seller
□ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
□________________________________________________________.
□________________________________________________________.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
$________ for:
□ Water Stock/Certificates □ Water District
□ Augmentation Membership □ Small Domestic Water Company □
and must be paid at Closing by ☒ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☒
None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller’s proceeds be
withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
amount of the Seller’s tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller □ IS a foreign
person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
requested documents to verify Seller’s foreign person status. If withholding is required, Seller authorizes Closing Company to
withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to determine if withholding applies or
if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller’s proceeds
be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s status. If withholding
is required, Seller authorizes Closing Company to withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s
tax advisor to determine if withholding applies or if an exemption exists.
16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on [ ] Taxes for the Calendar Year Immediately Preceding Closing [X] Most Recent Mill Levy and Most Recent Assessed Valuation, [ ] Other

16.2. Rents. Rents based on [ ] Rents Actually Received [ ] Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee’s name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller’s obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of [ ] Buyer [ ] Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer’s signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and [ ] Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and [ ].

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $____100.00____ per day (or any part of a day notwithstanding § 18.1) from Possession Date and Possession Time until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the day of the notice is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline [ ] Will [ ] Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller’s reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by____
Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer’s sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Home Warranty. [Intentionally Deleted]

19.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

21.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER’S ONLY REMEDY for Buyer’s failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party’s last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a lis pendens affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder’s notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party’s receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.

Any successor to a party receives the predecessor’s benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or .

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, and Source of Water.
30. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.) If seller desires to retain ownership of the shed currently on the property, Seller shall remove it from the property.

30.1. **Board of Trustees Approval.** This contract shall not be legally binding until 30 days after public notification and approval of this contract by the Town of Silt Board of Trustees. Closing shall occur 35 days from the date of approval of this contract by the Town of Silt Board of Trustees.

30.2. **No Brokerage Commission.** The parties represent and warrant that there are no brokers involved in this transaction and that no commissions will be paid at closing.

31. **OTHER DOCUMENTS.**

31.1. The following documents are **a part** of this Contract: N/A

31.2. The following documents have been provided but are **not** a part of this Contract: N/A

---

**SIGNATURES**

Buyer’s Name: TOWN OF SILT, COLORADO, A COLORADO MUNICIPAL CORPORATION

Buyer’s Name: ___________________________

Address: 231 N. 7th Street
Silt, Colorado 81652

Phone No.: 970-876-2353

Fax No.: ___________________________

Email Address: ___________________________

Buyer’s Signature: ___________________________

Date: 12/27/21

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller’s Name: JOSUE SANDOVAL RUIZ

Address: 353 W Orchard Avenue
Silt, Colorado 81652

Phone No.: ___________________________

Fax No.: ___________________________

Email Address: ___________________________

Seller’s Signature: ___________________________

Date: 12/27/21

---

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

---

32. **BROKER’S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

[Intentionally deleted.]

33. **BROKER’S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

[Intentionally deleted.]
BOARD OF TRUSTEES REGULAR MEETING
January 10, 2022
AGENDA ITEM SUMMARY

SUBJECT: First Reading of Ordinance No. 3, Series 2022: Tax Increase to the Town’s Lodging Tax

PROCEDURE: Public Hearing

SUMMARY AND BACKGROUND OF SUBJECT MATTER: During the 2022 Budget process, the Board identified the need to consider raising the lodging tax rate from 2.5% to 5%. It was set at 2.5% in its original form, approved by the voters in 2008, and has not been adjusted since.

Any increase in this tax must be approved by the voters. The most economical time to conduct the election is to do it in conjunction with the Town’s Board of Trustee’s elections on April 5. The suggested ballot language is attached.

By law, the lodging tax is to be used for the “development and marketing of visitor improvements and attractions, special events, Town beautification, historic preservation, and general promotion of the Town.”

As such, the revenue from the fund has been used for many projects including downtown beautification, I-70 interchange design, planting bed plants and maintenance, park improvements, among other important projects. With the Parks, Recreation and Culture Master Plan complete, it is this fund that will be helpful to make some of the improvements that are and will be called out by it and future efforts.

The suggested lodging tax increase is not out of line with that of other Towns, as illustrated on the attached lists.

There are limitations as to how much Town personnel can do to advocate for passage of this ballot measure. In short, staff may not conduct any activities, for which they are paid, that would encourage or discourage voters to vote a certain way. Attorney Michael Sawyer will be on hand to discuss some of the important procedures that we must follow.

RECOMMENDATION: Staff believes this funding will be very helpful for the accomplishment of the Board’s initiatives in the future and recommends that the Board of Trustees refers the ballot question to Silt’s voters. Since the increased tax impacts mostly travelers, it does not generally raise taxes on Silt’s residents.

ORIGINATED BY: Jeff Layman
PRESENTED BY: Jeff Layman/Mike Sawyer

TOWN ATTORNEY REVIEW: / X / Yes / / No MJS

DOCUMENTS ATTACHED: -survey of Colorado towns with lodging taxes
-Ordinance No. 3, Series of 2022, with suggested ballot language

SUBMITTED BY: Jeff Layman, Town Administrator

REVIEWED BY: Sheila M. McIntyre, Town Clerk
AN ORDINANCE OF THE TOWN OF SILT, COLORADO SETTING THE TITLE AND CONTENT OF A BALLOT ISSUE FOR A TAX INCREASE TO THE LODGING TAX RATE FOR AN ELECTION TO BE HELD ON APRIL 5, 2022.

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, Section 3.32.030 of the Town Municipal Code imposes a 2.5% lodging tax in the Town, the proceeds from which support the Town of Silt Beautification Fund; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Town to increase the lodging tax rate to increase the proceeds for the Beautification Fund; and

WHEREAS, Section 8-16 of the Town Charter authorizes the Board of Trustees to adopt or increase municipal taxes by ordinance, provided that the taxes or tax increases comply with the applicable limits in the Colorado Constitution; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any increase in taxes; and

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town’s electorate on limited election days before action can be taken on such ballot issues; and

WHEREAS, the Board of Trustees has determined that it is necessary to submit the ballot issue set forth in this Ordinance to the eligible electors of the Town at the April 5, 2022 election for the purpose increasing the Town lodging tax from 2.5% to 5%; and

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

SECTION 1

1. General. The Board of Trustees incorporates the foregoing recitals as conclusions, facts, determinations, and findings.

2. Election. The regular biennial election of the Town shall be held on April 5, 2022, at which there shall be submitted to the eligible electors of the Town a question
authorizing the increase of the Town lodging tax, which question shall be in substantially the same form attached to and incorporated into this ordinance as Exhibit A. This election shall be conducted by mail-in ballot and shall be held in compliance with the Colorado Municipal Election Code, as amended.

3. **Election Official.** Pursuant to Section 5-9 of the Town Charter, Town Clerk Sheila McIntyre, or her successor if appointed, shall have charge of all activities and duties relating to the conduct of the election on April 5, 2022, and in any case where election procedures are in doubt or in question, the Town Clerk shall prescribe the procedures to be followed. Pursuant to Section 31-10-908, C.R.S., the Town Clerk shall supervise the distributing, handling, counting of ballots, and the survey of returns and shall take all necessary steps to protect the confidentiality of the ballots cast and the integrity of the election.

4. **Comments for TABOR Notice.** Pursuant to Article X, Section 20(3)(b)(v) of the Colorado Constitution, written comments for the TABOR notice must be submitted to the Town forty-five (45) days before the election, by February 18, 2022. The written comments must be signed by an eligible elector before submission.

5. **TABOR Notice.** Pursuant to Article X, Section 20(3)(b) of the Colorado Constitution, at least thirty (30) days before the election, on or before March 4, 2022, the Town Clerk shall mail at the least cost, a titled notice or set of notices addressed to "All Registered Voters" at each address of one or more active registered voters concerning the ballot question referenced in this Ordinance No. 3, Series of 2022. The notice shall be entitled “NOTICE OF ELECTION TO INCREASE TAXES.” The notice shall also include all information required by TABOR.

6. **Election Notice.** Pursuant to Section 31-10-501, C.R.S., the Town Clerk shall cause a notice of election to be published in the Citizen Telegram on or before March 25, 2022, including the ballot language in substantially the same form attached as Exhibit A to this Ordinance.

7. **Implementation of a Lodging Tax Increase.** If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such question, the Board of Trustees shall be authorized to proceed with the necessary action to increase the lodging tax in accordance with such question, including approval of an implementing ordinance or ordinances. Any authority to increase a lodging tax, if conferred by the results of the election, shall be deemed and considered a continuing authority to impose a lodging tax so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.
8. **Effective Date.** Upon voter approval of the ballot issue, the increased lodging tax shall apply to all businesses related to lodging in the Town of Silt as provided in Chapter 3.32 of the Town Code and as authorized by Section 31-15-501(1)(c), C.R.S.

9. **Certification to State.** Upon approval of the ballot issue by the registered voters, and approval by the Board of Trustees of an ordinance or ordinances increasing the lodging tax in accordance with the ballot issue, the Town Clerk shall transmit a certified copy of Ordinance No. 3, Series of 2022, as well as a certified copy of the implementing ordinance(s), to the Executive Director of the Department of Revenue, and to the Garfield County Clerk and Recorder. The Town Clerk shall also certify the election results in accordance with the Colorado Municipal Election Code, as amended.

**SECTION 2**

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 3**

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 10th day of January 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 24th day of January 2022.

TOWN OF SILT

__________________________
Mayor Keith Richel

ATTEST

_________________________
Town Clerk Sheila M. McIntyre
EXHIBIT A

SHALL TOWN OF SILT TAXES BE INCREASED BY $75,000 ANNUALLY IN THE FIRST FISCAL YEAR (2022) AND BY SUCH AMOUNTS AS MAY BE GENERATED ANNUALLY THEREAFTER BY INCREASING THE TOWN LODGING TAX RATE FROM 2.5 PERCENT TO 5 PERCENT PER OVERNIGHT STAY, WHICH IS AN INCREASE OF 2.5 PERCENT, BEGINNING JULY 1, 2022, WITH PROCEEDS USED, TOGETHER WITH THE INVESTMENT EARNINGS THEREON, FOR PURPOSES INCLUDING BUT NOT LIMITED TO:

-- DEVELOPMENT AND MARKETING OF VISITOR IMPROVEMENTS AND ATTRACTIONS,
-- SPECIAL EVENTS,
-- BEAUTIFICATION PROJECTS AND HISTORIC PRESERVATION OF THE TOWN, AND
-- THE GENERAL PROMOTION OF THE TOWN AND ITS ENVIRONS,

SUCH TAX FUNDS SHALL BE DEPOSITED IN THE TOWN OF SILT BEAUTIFICATION FUND, AN ENTERPRISE FUND SEPARATE AND DISTINCT FROM THE GENERAL FUND, AND IN CONNECTION THEREWITH SHALL THE TOWN BE AUTHORIZED TO COLLECT AND RETAIN OR EXPEND THE PROCEEDS OF SUCH TAX AND INVESTMENT EARNINGS THEREON, NOTWITHSTANDING ANY APPLICABLE LIMITATION ON REVENUES AND EXPENDITURES, INCLUDING THE LIMITATIONS SET FORTH IN ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?
<table>
<thead>
<tr>
<th>CAST Member Municipalities</th>
<th>Total sales tax rate (General Merchandise)*</th>
<th>Vacation rental tax rates**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aspen</td>
<td>9.300%</td>
<td>11.30%</td>
</tr>
<tr>
<td>Avon</td>
<td>8.400%</td>
<td>12.40%</td>
</tr>
<tr>
<td>Basalt</td>
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<td>12.28%</td>
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<tr>
<td>Breckenridge</td>
<td>8.875%</td>
<td></td>
</tr>
<tr>
<td>Crested Butte</td>
<td>9.400%</td>
<td>18.40%</td>
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<tr>
<td>Dillon</td>
<td>8.875%</td>
<td>10.88%</td>
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<tr>
<td>Durango</td>
<td>8.400%</td>
<td>13.65%</td>
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<tr>
<td>Estes Park</td>
<td>8.700%</td>
<td>10.70%</td>
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<tr>
<td>Fraser</td>
<td>9.200%</td>
<td></td>
</tr>
<tr>
<td>Frisco</td>
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<td>10.73%</td>
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<tr>
<td>Glenwood Springs</td>
<td>8.600%</td>
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<tr>
<td>Grand Lake</td>
<td>9.200%</td>
<td>11.00%</td>
</tr>
<tr>
<td>Gunnison</td>
<td>8.900%</td>
<td></td>
</tr>
<tr>
<td>Mt Crested Butte</td>
<td>9.900%</td>
<td>16.80%</td>
</tr>
<tr>
<td>Mountain Village</td>
<td>8.650%</td>
<td>12.65%</td>
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<tr>
<td>Ouray</td>
<td>9.450%</td>
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<tr>
<td>Pagosa Springs</td>
<td>6.900%</td>
<td>11.80%</td>
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<tr>
<td>Salida</td>
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<tr>
<td>Silverthorne</td>
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<tr>
<td>Silverton</td>
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<tr>
<td>Snowmass Village</td>
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<td>12.80%</td>
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<td>Steamboat Springs</td>
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<td>Telluride</td>
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<tr>
<td>Vail</td>
<td>8.400%</td>
<td>9.80%</td>
</tr>
<tr>
<td>Winter Park</td>
<td>11.200%</td>
<td>11.20%</td>
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* source Colorado Sales Tax Lookup - CO Dept. of Revenue  
** source Avalara.com
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<tr>
<th>Municipality</th>
<th>Lodging tax</th>
<th>Notes</th>
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<tr>
<td>Silverton</td>
<td>2%</td>
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<tr>
<td>Snowmass Village</td>
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<tr>
<td>New Castle</td>
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<td></td>
</tr>
<tr>
<td>Dacono</td>
<td>3%</td>
<td></td>
</tr>
<tr>
<td>Blue River</td>
<td>3.40%</td>
<td>+2.5% sales tax</td>
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<tr>
<td>Ouray</td>
<td>3.50%</td>
<td>+15% on STR</td>
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<tr>
<td>Johnstown</td>
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</tr>
<tr>
<td>Kersey</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>Northglenn</td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>Golden</td>
<td>6%</td>
<td>+3% sales tax</td>
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<tr>
<td>Glendale</td>
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<td>+3.75% sales tax</td>
</tr>
<tr>
<td>Wheat Ridge</td>
<td>10%</td>
<td>no sales tax on lodging</td>
</tr>
<tr>
<td>Elizabeth</td>
<td>$6.50</td>
<td>flat fee</td>
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<tr>
<td>Fruita</td>
<td>6%</td>
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<tr>
<td>Pagosa Spgs</td>
<td>4.90%</td>
<td></td>
</tr>
<tr>
<td>Ouray</td>
<td>3.50%</td>
<td></td>
</tr>
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TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
January 11, 2022

AGENDA ITEM SUMMARY

SUBJECT: TextMyGov presentation

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Town of Silt has partnered with TextMyGov. This service provides a dual-purpose notification system to our citizens by allowing citizens to text in questions and/or report issues. Once the message is received it will then be relayed to the appropriate department by using associated keywords. This system will also allow for the town to send out text notifications to all of those who have signed up for the service to receive messages and/or alerts from the Town.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY: Trey Fonner and Sheila McIntyre

PRESENTED BY: Director Fonner and Town Clerk McIntyre

DOCUMENTS ATTACHED: TextMyGov Brochures

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

SUBMITTED BY: Sheila M. McIntyre,

REVIEWED BY: Jeff Layman, Town Administrator
Receive Town Alerts

Town of Silt
Sign up to receive town notifications via text message. Opt-in to any of the following programs:
✓ Town Notifications: SILT
✓ Police Notifications: SILTPD
✓ Recreation Notifications: SILTREC
✓ Roads Notifications: SILTROADS
✓ Water Notifications: SILTWATER

Get Started:
Text in one of the above keywords to: 91896

What to Expect:
- After the initial keyword is sent, you will receive a confirmation message asking you to reply YES to verify opt-in.
- You may receive up to 4 text messages a month with a notification for each alert category opted-in to.
- Message and data rates may apply. Check with your carrier for more details.

How to Opt-Out:
- Text STOP at any time to remove yourself from the notification list.

View terms and privacy policy info at: textmygov.com/opt-in-terms-conditions
Msg & Data rates apply. Msg frequency varies. Text HELP for contact info.
Town of Silt
Find information & report issues!

Connect Via Text
Introducing a new way to skip a phone call and use your mobile phone's text messaging service to quickly report issues and find information on the go.

24/7 Assistance
Smart texting technology searches keywords to provide assistance anytime, day or night.

Get Started
Text **Hi** or any of the other featured keywords to: **970.876.6007**

View terms and privacy policy info at: [textmygov.com/opt-in-terms-conditions](http://textmygov.com/opt-in-terms-conditions)
Msg & Data rates apply. Msg frequency varies.
Looking for answers? Need to report an issue?

Text the Town Silt

Introducing a new way to skip a phone call and use your mobile phone's text messaging service to quickly report issues and find information on the go.

Text **Hi** or any of the keywords above to: **970.876.6007** to quickly find the answers you’re looking for or report an issue to the city.

AGENDA ITEM SUMMARY

SUBJECT: Agenda Discussion and Preparation for Joint BoT/PZ Discussion

PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The purpose of this agenda item is to develop a discussion agenda for the joint Board of Trustees/Planning and Zoning Commission meeting to be held on Monday, January 24, 2022.

The Board and the Commission have met a couple of times during work sessions over the last year and have both expressed the desire to continue meeting to discuss topics of mutual interest and import.

We will develop an agenda from comments by both the Board and the Commission and start at an appropriate time, either 5:30 or 6 PM.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

TOWN ATTORNEY REVIEW [ ] YES [x] NO INITIALS

SUBMITTED BY: Jeff Layman, Town Administrator

REVIEWED BY: Sheila M. McIntyre, Town Clerk
Date: January 6, 2022
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities, initiatives and news:

- **Coal Ridge HS Recreation Trail:** I have started the dialogue with Garfield County Deputy County Manager Fred Jarman to discuss the County funding of this trail to which Commissioners alluded the last time they met jointly with you on November 8. At Trustee Poston’s suggestion, I approached Alpine Bank President Jay Rickstrew regarding community grants the bank sponsors and was encouraged to apply.

- **OHVs North of Silt**: I’ve picked this ball up after the holidays to continue to move it along with Garfield County.

- **Human Resources Subcommittee Meeting:** This committee, including Mayor Richel, Trustee Seifert and HR Consultant Anne McCord met recently to:
  - Review our revised Employee Handbook
    - Adoption on the January 10 consent agenda. Copy is included in the packet
  - Decide whether to move forward on the 2022 budgeted Police Pay Survey
    - We decided to move forward and Anne will take the lead
  - Discuss whether to allow employees to take loans from their Retirement Funds
    - More information is needed. Amie is working on that

- **Franchise Agreement Negotiation—Xcel:** Attorney Denkinger is taking the lead on this effort. We’ll discuss with the Board in Executive Session on January 10 and intend to finish in March. The current agreement expires in April. We met for the first time with Xcel this week.

- **Two Acre Enclave:** I have met and/or discussed/negotiated/made arrangements to purchase this property many times over the last few weeks. We have made, and the owner has accepted our offer. This, too, will be on the January 10 BoT agenda.
• **DOLA Assistance:** Trey and I met with our Department of Local Affairs representative Dana Hlavic to review our “Main Street” (500 Block of Main Streetscape project) grant application submittal to make sure it was as competitive as it could be. The application is due at the end of January.

• **Anew Energy:** I continue to meet with owner/President Pat Conarro of Anew Energy occasionally to encourage his development of the light manufacturing of residential scale wind powered electricity generators. Although his vision has shifted to building his plant and campus at the Mamm Creek I-70 exit from within the Town of Silt due to the fact that he cannot find a parcel large enough, it is still an exciting concept that could employ many Silt residents. Mr. Conarro is still in the fund-raising phase of the business.

• **Parks, Recreation and Culture Subcommittee:** The subcommittee, including Mayor Pro Tem Knott, Trustees Poston and Brinrnall, Consultant Stephen Ellsperman and staff met to determine next steps in the pursuit of accomplishing this plan. More to come.

• **Information on the Federal “Bipartisan Infrastructure Investment and Jobs Act”**
  - **Topline Summary**
    - Core infrastructure priorities— including roads and bridges, rail, transit, ports, airports, the electric grid, water systems, and broadband.
    - Drinking Water and Wastewater Infrastructure Act, Surface Transportation Reauthorization Act and Surface Transportation Investment Act, along with the bipartisan committee-passed Energy Infrastructure Act.
    - Includes rural infrastructure development and dedicated new funds for major projects.
  - Details upcoming, but Silt should benefit by road/bridges, water/wastewater plant and broadband spending.

• Attached to this memo are:
  - Realtor Joe Carpenter’s reports on the two properties he is contracted to sell for the Town. He further reports that he is still having conversations with an interested party on the Main Street lot.
  - A Thank You card from Youth Zone for the Board’s support.

• See attached newsletter articles for additional initiatives and activities.
Jeff Layman

From: Joel Carpenter <alert@listtrac.com>
Sent: Wednesday, December 15, 2021 7:13 AM
To: Jeff Layman
Cc: joe.carpenter@integratedmtn.com; joe.carpenter@integratedmtn.com
Subject: Your Listing - Bi-Weekly Report of Online Activity

Dear Jeff,

Here's a summary of the activity from the past week on your property within the MLS and on other top sites. Please contact me if you have any questions.

Sincerely,

Joe Carpenter

Your Property

online activity related to your property

1007 Hwy 6 & 24

$149,000

Outstanding price for nearly 2 acres of land with visibility and exposure from I-70 and Hwy 6 & 24. Located next to high traffic Kum & Go fueling...

view details

Online Activity
11 Views
A weekly total of how many times your property was viewed in the MLS and on ListTrac-monitored websites.

View Live Stats for Your Home

Click 'view more stats' to see the most up-to-date information about potential homebuyers viewing your home, new shares on social media, and more.

view more stats

You have received this email because you have subscribed to ListTrac as jlayman@townofeit.org.
If you no longer wish to receive emails please unsubscribe
© 2019 ListTrac, All rights reserved
Dear Jeff,

Here's a summary of the activity from the past week on your property within the MLS and on other top sites. Please contact me if you have any questions.

Sincerely,
Joe Carpenter

Your Property

online activity related to your property

1555 River Frontage Road

$220,000

Nearly 2.5 acres with free exposure ideally located between I-70 and the Colorado River adjacent to Holiday Inn Express. Perfect location for a family...

view details

Online Activity
8 Views
A weekly total of how many times your property was viewed in the MLS and on ListTrac-monitored websites.

1 Shares
The social index shows how often your listing was shared over the past week on ListTrac-monitored websites. A listing can be 'shared' via email or social media channels like Facebook.

View Live Stats for Your Home
Click 'view more stats' to see the most up-to-date information about potential homebuyers viewing your home, new shares on social media, and more.

view more stats

Market Activity

Similar Homes for Sale
Homes in the surrounding area that are currently for sale

1864 Silver Spur Court
$265,000
One of the best lots in the area located right at the entrance to the Silt Trade Center across the street from post office and bordering on Highway 6...
Thank You

YouthZone warmly thanks you for your support! We couldn't have done it without you!

YouthZone
to 9th Street
Glenwood Springs, CO 81601

NONPROFIT ORG
US POSTAGE PAID
GLENWOOD SPRS CO
PERMIT NO 90
Memo

To: Jeff Layman, Town Administrator
From: Trey Fonner, Public Works Director
Cc: File
Date: January 4, 2022
Subject: Public Works Department Report

The following department report is a snapshot of some of the tasks and projects the Public Works staff has undertaken over the past several weeks.

- Water Main tie in at River Run
- Grade Island Park parking lot
- Remove CMP at 7th street ditch crossing
- Flush fire hydrants throughout Town
- Exercise main line water valves
- Work on Water/Wastewater vehicles
- Set up and tear down for Sitting with Santa
- Grade Silt River Preserve Road
- Clean dryer vents at Senior Housing
- Install snow plows on all plow trucks
- Fix water leak along frontage road
- New banners on Main St.
- Plow snow and sand
- Service dump truck
- Work on plow trucks
- Replace lights in Town center parking lot
- Remove trees at Island Park

Water/Wastewater

- A law passed in 1969 in Skamania County, Washington deemed “slaying of Bigfoot to be a felony
- And punishable by 5 years in jail
- Work on skid 1
- Replace actuators and air vats
- Continue installation of new air system
- Replace 12-inch saddle and gages
- Read meters with drone
- Door hangers for shut off notices
- Water shut offs and turn on for non-payment
- Run loads of sludge
- Monthly, weekly and daily testing requirements
- Unplug north digester lines and aerators
- Repair Arlat screw press
- Price, review design of Vulcan bar screen and screw press

**Charging Station**
- 4 Vehicles
- 29 charging sessions
- $63.45 collected for usage

**Bulk Water Numbers**
- 212,006 gallons dispensed at coin operated system
- 17,919 gallons dispensed at commercial station

**Public Works Director**
- Weekly staff meetings
- Pedestrian and Bike overpass meeting
- Parks, Recreation and culture meeting
- Textmygov training
- Town wide safety meeting
- Meet with CMC on Main St. banners
- Spec out new street sweeper
- Start preparing for spring grant cycles
- Assist with snow removal as needed
- Meet with Water/WW staff on issues at plant
- Assist with plant repairs at Water/WW plants
- Review site plan for storage units
- Water right diligence paperwork and meetings
- Research on Spruce Meadows water charge
- Review Mountain Waste contract
- Work with Xcel on new street light
- Talk with CDOT on Main St. speed study and signage

Sent letter of intent to Hardline equipment for purchase of new street sweeper. This was to allow them to ship the sweeper from Florida with another unit that is being sold in Colorado. This will allow us to split the shipping cost and save some money. Financing is being finalized for the purchase. In reviewing the options with Amie and Jeff, it was found interest rates came back very favorable and it will be purchased on a five year agreement.
Date: January 4, 2022
To: Mayor, Trustees and Administrator Layman
From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk
Re: Staff report for December 2021

Town Clerk duties:

- Attended Silt Brochure meeting
- Extensive research on Flying Eagle annexation
- Prepared public notice to adjoining property owners and taxing districts for enclave annexation
- Training Dusti on P&Z meetings and preparation
- Signed A/P and payroll checks
- Verified public notice receipts from 200’ property owners for application
- Research for various staff
- Attended staff meetings
- Prepared packet, hosted P&Z meeting, follow up and transcribed minutes
- Assisting two new liquor licenses owners on transfers of ownership
- Attended election webinars
- Completed tree city application and submitted
- Misc to prepare for upcoming election (calendar, notice in paper, petition prep, PSA’s, etc.)
- Prepared and emailed various public notices to newspaper
- Prepared and sent out BOT packets, followed up on meetings and transcribed minutes
- Attended BOT work sessions and meetings and picked up food
- According to Purdue University, it officially takes 364 licks to get to the center of a Tootsie Pop
- Index filing and purging of documents
- Prepared 2022 meetings calendars
- Signed business licenses
- Ran errands: bank deposits, City Market, post office
- Assisted with holiday party prep
- Prepared directives list
- Customer service
- Attended meetings with TextMyGov
- Certified budget resolutions
- Attended call with Jeff and Attorneys re: TABOR question
Municipal Court & Police Dept. duties:

- Prepared docket notes for prosecutor and attended court
- Processed plea deals approved by Judge
- Prepared docket and provided info to prosecutor
- Prepared appearance bonds for individuals
- Input municipal tickets and parking tickets along with payments
- Emailed Warrantless Affidavits
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Processed court files after court with Judges’ orders
- Processed release of OJW’s
- Filing

Tis the season for another election. Part of a clerk’s job is to handle all aspects of the election from start to finish and no matter how big or how small a town is, the process is still the same. There are numerous timelines that will be followed beginning in January all the way through May that are dictated by the Colorado Revised Statutes, the Silt Municipal Code and our Home Rule Charter.
Date: December 31, 2021

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

Tasks Completed in December

- Bulk Water
- Purchasing
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Quarterly 941's and Unemployment
- Accounts Payable
- Accounts Receivable
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Grant Management
- Sales Tax
- Monthly Disbursements
- Budget Preparation
- Zoom meeting hosting for Board meetings

Mill Levy Certification sent to the County. Continuing to work on completing the budget book for publication with DOLA. 6-month evaluation of Lori. She is doing fantastic and welcomed addition to the team!

When we breathe in and out of our nose during the day, one nostril does most of the work at a time, with the duties switching every several hours. This "nasal cycle" is dictated by the same autonomic nervous system that regulates heart rate, digestion, and other unconscious bodily functions and is the reason why—when our nose gets stuffed up—it does so one nostril at a time.
Merry Christmas, Silt!

...and Happy Holidays from the Trustees, appointees and staff of the Town of Silt. Enjoy your families and your community!

Shop Local !!
Support Your Local Silt Businesses! Too Late to Shop On-Line for Christmas.....

Silt has wonderful shops and restaurants throughout Town to serve your last minute shopping needs! From gift shops and clothing to home improvement and adult beverages and marijuana businesses, Silt has a variety of shops to serve you. Don't forget about our great restaurants, too!

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Silt Board of Trustees Adopts 2022 Budget

After several months of working with Staff, Silt's Board of Trustees on December 13 adopted a $9 M budget to cover all of the Town's operations. The budget will collect some $7.2 M in revenue. The budget expenditures are seen as critical to the Town's success and represent important improvements in the water and wastewater plants, as well as repair and maintenance of streets and parks. The Town will also add a Police Officer and a seasonal parks maintenance employee to its ranks.

The Town will draw down it's reserves by some $1.6 M, but will still retain very healthy fund balances.


Questions? Call Town Administrator Jeff Layman at 970.876.2353 x 103 or Town Treasurer Amie Tucker at 970.876.2353 x 104.

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Silt in the NEWS!

As recently seen in the Glenwood Post Independent...........

-LOVA Trail from Silt to Coal Ridge High School?

-OHVs on County Roads North of Silt


-Tree Lighting Ceremony


-Silt Water Plant Affected by Glenwood Canyon Mudslide


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ELECTION TIME!

TOWN OF SILT APRIL 5, 2022 MUNICIPAL ELECTION: MAYOR SEAT; FOUR TRUSTEE SEATS UP FOR GRABS

Qualifications to run for an office:

* Registered Elector

* Minimum 18 years of age

* Resident of the Town of Silt for at least twelve consecutive months immediately preceding the date of election

Interested qualified candidates may pick up a Nomination Petition from the Town Clerk beginning on Tuesday, January 4, 2022 or on the Town’s website. Completed Nomination Petitions must be returned to the Town Clerk by 5:00 p.m. Monday, January 24, 2022.

Questions: Contact Silt Town Clerk Sheila McIntyre at 876-2353 ext. 102
Holiday Hours

In Observation of the Holidays, Town Hall will be Closing Early/Closed on the Following Dates:

December 22, 2021 - Closing At 3:00 P.M.
December 23, 2021 - Closed
December 24, 2021 - Closed

December 30, 2021 - Closing At 3:00 P.M.
December 31, 2021 - Closed
Happy 2022, Silt! Good Bye to 2021....

Wishing you a happy and healthy 2022.

Town Ordinance Prohibits Snow Removal to Streets!
SNOW REMOVAL! Please help us help you by NOT depositing snow from sidewalks and driveways into the public street. Doing so creates icy bumps and less than ideal driving conditions for you and your neighbors! Besides, putting the snow on your lawn has the added benefit of watering your yard!

Finally, under an ordinance passed in March 2020, it is ILLEGAL to deposit snow into the street!

Those with questions should contact Public Works Director Trey Fonner at trey@townofsilt.org.

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Christmas Tree Disposal

Where: Old Silt Town Shop (648 N. 7th)
When: December 27th - January 10th
Time: 8 AM - 4:30 PM

*Bare Trees Only, No Decorations*

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Business License Renewals Come with the New Year

Time to Renew Your Business License!
It is that time of year again! The Town mailed out Business License applications and Contractor License applications over the last several weeks. If you have a business or are a contractor within the Town of Silt, you can get a license application at Town Hall (231 N. 7th Street) or download an application here or from the Town's website at www.townofsilt.org.

Help us to help you become compliant and avoid a delay in opening your business or doing work within the Town. Should you have any questions, please contact Nicole Centeno at nicole@townofsilt.org or 970.876.2353.

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**Town of Silt Elections April 5**

**TOWN OF SILT APRIL 5, 2022 MUNICIPAL ELECTION: MAYOR SEAT; FOUR TRUSTEE SEATS UP FOR GRABS**

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