## TOWN OF SILT
### REGULAR BOARD OF TRUSTEES AGENDA
### MONDAY, FEBRUARY 14, 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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<tr>
<td>Agenda</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>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 “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to <a href="mailto:sheila@townofsilt.org">sheila@townofsilt.org</a> indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code</td>
<td>Action Item</td>
<td>Tab B Mayor Richel</td>
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<td>7:20</td>
<td>Consent agenda –</td>
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<td>5 min</td>
<td>1. Minutes of the January 24, 2022 Board of Trustees meeting</td>
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<td>2. Approval of the 7-Party Memorandum of Understanding Regarding Garfield County Senior Programs for 2022</td>
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<td>3. Approval of Intergovernmental Agreement for Garfield County Senior Programs Traveler Services for 2022</td>
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<td>7:25</td>
<td>Conflicts of Interest</td>
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<td>7:25</td>
<td>Agenda Changes</td>
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<td>7:25</td>
<td>Town of Silt Water Treatment Plant Master Plan Phase I Agreement</td>
<td>Action Item</td>
<td>Tab C Administrator Layman</td>
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<td>7:45</td>
<td>Request for Out-of-Town Tap – Troy Kelley</td>
<td>Action Item</td>
<td>Tab D Director Fonner</td>
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<td>15 min</td>
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<tr>
<td>8:00</td>
<td>Coal Ridge Trail Cost Estimate</td>
<td>Info Item</td>
<td>Tab E Administrator Layman</td>
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<td>15 min</td>
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<td>8:15</td>
<td>Second reading of Ordinance No. 6, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTERS 3.32 AND 5.04 OF THE SILT MUNICIPAL CODE PERTAINING TO LODGING TAX AND BUSINESS LICENSES IN ORDER TO FACILITATE THE OPERATION OF SHORT-TERM RENTALS IN THE TOWN</td>
<td>Public Hearing</td>
<td>Tab F Attorney Denkinger and Planner Chain</td>
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<td>8:20</td>
<td>Continued first reading of Ordinance No. 7, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS R-2 AND PUBLIC UTILITY DISTRICT A TWO-ACRE ENCLAVE LOCATED WEST OF CAMARIO SUBDIVISION, NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE WITHIN THE TOWN OF SILT, COLORADO (staff requests a continuance to February 28, 2022)</td>
<td>Public Hearing</td>
<td>Tab G Planner Chain</td>
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<td>Time</td>
<td>Item</td>
<td>Duration</td>
<td>Description</td>
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<td>8:25</td>
<td>Suggested Code Changes to Title 17 – Zoning Discussion</td>
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<td>Discussion</td>
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<td>Administrator and Staff reports</td>
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<td>8:40</td>
<td>Updates from Board / Board Comments</td>
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<td>8:50</td>
<td>Executive Session – For a conference with the Town attorney, for the purpose of receiving legal advice on a specific legal question under CRS Section 24-6-402(4)(b) – Richard Dally PC v. Town of Silt and Town of Silt status as beneficiary of Historic User Pool in Green Mountain Reservoir</td>
<td>60 min</td>
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<td>9:50</td>
<td>Adjournment</td>
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The next regularly scheduled meeting of the Silt Board of Trustees is Monday, February 28, 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, January 10, 2022. Mayor Pro-tem Knott called the meeting to order at 7:03 p.m.

Roll call

Present
Mayor Pro-tem Kyle Knott
Trustee Justin Brintnall
Trustee Samuel Flores (remote)
Trustee Derek Hanrahan
Trustee Andreia Poston
Trustee Jerry Seifert

Absent
Mayor Keith Richel

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 Joely Denkinger, Planner Mark Chain and members of the public.

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the January 10, 2022 Board of Trustees meeting
2. Resolution No. 4, Series 2022, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF $734,314.00 FOR A TOTAL PROJECT COST OF $1,049,020.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE INSTALLATION OF A NEW WATER LINE UNDER THE I-70 AND RAILROAD CORRIDOR, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO
3. Resolution No. 5, Series 2022, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF $25,000.00, FOR A TOTAL PROJECT COST OF $60,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE UPGRADES TO THE TOWN HALL HVAC SYSTEM FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO
4. Resolution No. 6, Series 2022, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A REVITALIZING MAIN STREETS GRANT IN THE AMOUNT OF $346,500.00, FOR A TOTAL PROJECT COST OF $495,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH DESIGNING AND CONSTRUCTION OF SIDEWALK, CURB AND GUTTER ON THE 500 BLOCK OF MAIN STREET WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO
5. Second Amendment to Employment Contract between the Town of Silt and Jeff Layman

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Second reading of Ordinance No. 1, Series 2022, 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

Planner Chain went through his report stating that this is the final step in the annexation process and recommends approval.

The public hearing was opened at 7:10 p.m. There were no public comments and the hearing closed at 7:10 p.m.

Trustee Seifert made a motion to approve second reading of Ordinance No. 1, Series 2022, 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. Trustee Hanrahan seconded the motion, and the motion carried unanimously.

Second reading of Ordinance No. 2, Series 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

Planner Chain stated that this is the final step of the annexation process on this parcel as well.

The public hearing was opened at 7:13 p.m. There were no public comments and the hearing closed at 7:14 p.m.

Trustee Seifert made a motion to approve second reading of Ordinance No. 2, Series 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. Trustee Poston seconded the motion, and the motion carried unanimously.

Second reading of Ordinance No. 4, Series 2022, 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

Attorney Denkinger provided her presentation stating that there have been no changes since first reading and that staff recommends approval.

The public hearing was opened at 7:18 p.m. There were no public comments and the hearing closed at 7:19 p.m.

Trustee Brintnall made a motion to approve second reading of Ordinance No. 4, Series 2022, 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. Trustee Flores seconded the motion, and the motion carried unanimously.

Second reading of Ordinance No. 3, Series 2022, 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

Attorney Denkinger provided her presentation stating that there have been some minor changes since first reading of the ordinance that requests an increase to the lodging tax collected from 2.5% to 5%. She stated that Kutak Rock had reviewed the language and their recommended changes have been included in the ordinance that is before the Board tonight. Attorney Denkinger went over the changes.

There was discussion on whether or not the estimated amount of $90,000 would be sufficient. After discussions it was determined that that number should be acceptable. Attorney Denkinger explained TABOR and how it relates to the estimated amount written into the ballot language.

The public hearing was opened at 7:42 p.m. Rob Doty stated that he follows the logic of the Board and Staff as everything is going up in cost, adding that the Board should be cautious as to how much to raise the tax amount if should they choose too. The hearing closed at 7:44 p.m.

Trustee Seifert made a motion to approve second reading of Ordinance No. 3, Series 2022, 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 with the changes listed in Exhibit A. Trustee Hanrahan seconded the motion, and the motion carried unanimously.

Broadband 101 – Providing Additional Service to Silt – Nate Walowitz
Present tonight was Nate Walowitz with Northwest Council of Governments (NWCCOG) to provide a presentation on why we need reliable resilient broadband and to provide suggestions on how Silt could move forward to attain additional service. NWCCOG researched providing technical assistance to local communities to address poor or non-existent broadband service across Region 12 in Northwest Colorado in 2013 of which project THOR was born. Project THOR is a middle-mile network establish carrier-class connectivity between communities across Northwest Colorado and the NWCCOG Point of Presence in Denver. The network is designed to provide accessible, affordable, reliable broadband to rural communities across northwest Colorado.

The critical infrastructure has been completed by NWCCOG, in conjunction with Counties across Northwestern Colorado. Several communities were already in the public broadband business in one form or another, specifically Glenwood Springs, Vail and Steamboat Springs and a number of others who were in early stages of planning or discussing local challenges related to their internet service. Many of these communities are now part of the Project THOR initiative.

First reading of Ordinance No. 6, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTERS 3.32 AND 5.04 OF THE SILT MUNICIPAL CODE PERTAINING TO LODGING TAX AND BUSINESS LICENSES IN ORDER TO FACILITATE THE OPERATION OF SHORT-TERM RENTALS IN THE TOWN

Attorney Denkinger went over her presentation regarding the draft ordinance that was requested by the Board at a previous meeting that would regulate short-term rentals by requiring them to pay a lodging tax as well as obtain a business license. Planner Chain added that staff would monitor this change and be prepared to react as necessary.

The public hearing was opened at 8:52 p.m. There were no public comments and the hearing closed at 8:52 p.m.

Trustee Hanrahan made a motion to approve first reading of Ordinance No. 6, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTERS 3.32 AND 5.04 OF THE SILT MUNICIPAL CODE PERTAINING TO LODGING TAX AND BUSINESS LICENSES IN ORDER TO FACILITATE THE OPERATION OF SHORT-TERM RENTALS IN THE TOWN. Trustee Brintnall seconded the motion, and the motion carried with Mayor Pro-tem Knott voting nay.

2022 Events Schedule

Administrator Layman started by providing an update on the disbursements of the concession trailer that is currently up for auction, the beer trailer that was donated to the Silt Historical Park and the walk-in cooler that has been sold. He stated that the town's goal for 2022 is to foster a sense of community among a broad range of townsfolk with a special focus on highlighting our business community. Administrator Layman went over the 2022 event calendar that lists events very similar to those that took place last year.
Community Development Coordinator Centeno then went over an overview of each of the events planned for 2022 along with the approximate costs to put them on and the staff time involved for each.

December 2021 Financial Report

Treasurer Tucker went over the December 2021 financial report.

Topics of discussion between the Board of Trustees and the New Castle Town Council

Administrator Layman explained that during budget season the Board had expressed a desire to meet with the New Castle town Council to discuss items of mutual interest, including recreation, marketing and economic development. He asked what kinds of things the Board would like to talk about.

The Board suggested the following:

- Recreation and to see if they could combine or use each other’s resources
- New Castle’s perception of growth in their town
- Trail to Coal Ridge High School
- Ice Rink
- Their bulk water station and how their sales have been
- What is working for them in regards to their Chamber of Commerce
- Their downtown area and promoting their downtown

The Board added that they would like to meet with them in New Castle. Staff would develop an agenda from comments made by both bodies and set a time and place for such meeting.

Administrator & Staff Reports

Administrator Layman went over his report highlighting the new TextMyGov platform that the Town has just introduced adding that the Town would be getting more info out to the public soon. Mayor Pro-tem Knott asked for a status on the street sweeper and commented about the hillside above Stoney Ridge and the rocks. Director Fonner stated that public works would be addressing the rocks of concern soon. Trustee Seifert asked if staff had seen a decrease in the amount of bulk water being sold once the rates increased and Director Fonner stated that he would bring back a report comparing the usage at the next meeting.

Updates from Board / Board comments

Trustee Flores thanked everyone for their patience and his ability to participate by Zoom tonight. Trustee Hanrahan provided feedback that he received while circulating his nomination petition. He did comment on the request for a change machine at senior housing and a business roundabout with the Main Street businesses that maybe they could take place quarterly. He added that he heard a large amount of praise from residents and businesses regarding town staff. Trustee Poston agreed with Mr. Hanrahan and how hard town staff works to keep the
town running. She also encouraged the community to come to meetings and/or approach staff with any questions or concerns they may have.

Mayor Pro-tem Knott stated that he is looking forward to a great year and concurred that staff is doing a great job and thanked public works for their work on snow removal. He also thanked Administrator Layman for his quick action in addressing the hillside. Pro-tem Knott suggested that based on the discussion that took place tonight on broadband that maybe they should consider forming a sub-committee to get more information and to see what could be done about providing this service to our citizens.

Adjournment

Trustee Brintnall made a motion to adjourn. Trustee Seifert seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 9:33 p.m.

Respectfully submitted, Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor
7-PARTY MEMORANDUM OF UNDERSTANDING REGARDING GARFIELD COUNTY SENIOR PROGRAMS FOR 2022

This Memorandum of Understanding is entered into between:

The Garfield County Board of County Commissioners, (" BOCC")
    The City of Rifle, Colorado,
The City of Glenwood Springs,
    Colorado, The Town of
Carbondale, Colorado, The Town
    of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, (" RFTA")

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2022 (the "MOU"). This MOU is effective as of January 1, 2022, regardless of the dates on which it is signed.

BACKGROUND

A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments. Colo. Const. art. XN §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.

B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration, and funding of meal and transportation services to senior citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.

C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 Parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Senior Programs meal and Traveler transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").

D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. Colorado Mountain College opted out of the 9-Party IGA.

E. Each of the remaining Parties desires to continue to provide meal and Traveler transportation services to eligible Garfield County senior citizens and persons with disabilities in 2022 in accordance with the original 9-Party IGA.
NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated as if set forth in full.

2. **Purpose of this Agreement.** The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund countywide meal and Traveler transportation services for the Garfield County Senior Programs for calendar year 2022.

3. **Term of Agreement.** This Agreement shall have an Effective Date of January 1, 2022, regardless of the dates signed and shall terminate on December 31, 2022.

4. **Senior Services to be Provided.** The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal, Well & Wise classes and Traveler transportation services described in this MOU for eligible citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.

5. **Congregate Meal Services.** The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:

   a. **Cost Methodology - Nutrition:** The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2022.

   b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2020 and June 2021 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.

   c. **Application of Cost Methodology to the 2022 Budget:** As illustrated in Attachment A, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2022 is $538,899. The BOCC's 40% share of that amount equals $215,559.60. Anticipated grant and program funding income for 2022 is $184,265.00. The remaining balance is $139,074.40.

   d.
d. **Adjustment to Services 2021:** As a result of COVID19 meal sites were moved from a congregate setting to a drive by pick up setting. Dependent on the need of the client, some meals were being provided with home delivery. As of September 2021, congregate meals returned in the Town of New Castle, Town of Silt, City of Rifle and in the Town of Parachute. As of December 2021, drive by pick-ups and home delivered meals continue in the Town of Carbondale and the City of Glenwood Springs. This arrangement will end at such time COVID 19 restrictions have ended.

6. **Transportation Services:** The BOCC, RFTA and Municipalities agree that the Traveler transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to assessed Garfield County residents who have difficulty utilizing public transportation and have an assessed functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA's boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(£) as required to comply with this MOU. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the jurisdictions/Municipalities in accordance with the following Cost Methodology:

7. **Definitions:**

   a. **Initial Pickup Location:** The initial pickup location for cost allocation purposes is the Jurisdiction/Municipality in which the first leg of a passenger’s trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in Jurisdiction/Municipality A to be transported to Jurisdiction/Municipality B and is later picked up in Jurisdiction/Municipality B for a return ride to Jurisdiction/Municipality A, the initial pickup location for cost allocation purposes is Jurisdiction/Municipality A for both trip legs.

   b. **Estimated Loaded Miles:** Loaded miles are the total distance driven while a passenger is in the vehicle.

   c. **Estimated Loaded Minutes:** Loaded minutes are the total duration of time while a passenger is in the vehicle.

8. **Cost Methodology – Transportation:**

   a. The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted net County and RFTA expenses to provide Traveler Services in 2022. The remaining fifty percent is paid for by grant and program funding income, and allocated payments from the Municipalities based upon the fully allocated cost of providing services. Costs will be allocated to the Parties based on the total number of trips provided in each Jurisdiction, and total estimated Loaded Miles, and total estimated Loaded Minutes consumed by each jurisdiction/Municipality. Costs will be considered allocable to a Jurisdiction/Municipality based upon the Initial Pickup Location as defined in 7. a. herein, regardless of the number of trip legs or Jurisdictions/Municipalities visited by the passenger.
b. RFTA agrees to be responsible for the fully allocated net cost of the Traveler transportation services provided to the three Municipalities that are current RFTA members: The Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle.

c. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated net cost of Traveler transportation services allocable to their municipalities.

d. The BOCC agrees to be responsible for any remaining Traveler transportation service costs, including any shortfalls in anticipated grant and program funding income.

9. **2022 Budgeted Contributions:** As illustrated in Attachment B, Total Expenses, the total budgeted cost to provide Senior Transportation Services in 2022 is $693,861.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of $33,606.00 and $690,255.00, respectively. This cost less the amount of $30,000.00 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU, equals the net total County and RFTA expense for the Traveler transportation services in 2022 of $693,8610

The BOCC’s 50% share of this amount equals $346,930.50. Anticipated grant and program funding income for 2022 is $93,638.00, The total amount of the contribution from the County, including grants, program income is $440,568.50. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2021 may also be applied to the County’s contribution in 2023 for the Senior Transportation Services budget. However, pursuant to the provisions of **13. Annual Reconciliation and True-Up,** below, after 2023 there should not be any significant excess budget revenue to apply as a refund to a subsequent year’s County contribution.

10. **Allocation of County Contribution, Grant, and Program Income, and 2020 Excess Revenue Refund:** The County’s contribution, inclusive of its 50% commitment and anticipated grant, program income, including the 2020 excess revenue refund, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other Party’s fully allocated cost.

11. **Estimated Contributions:** On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the 2022 Traveler transportation services costs. The amounts shown are based on the 2022 budgeted amounts identified above and a forecast of ridership and service levels for 2022 (assuming 75% of 2019 service levels).
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<td>18,217</td>
<td>$75,922.85</td>
<td>$33,874.74</td>
<td>$42,048.11</td>
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<td>Silt</td>
<td>156</td>
<td>1,067</td>
<td>1,522</td>
<td>$7,915.04</td>
<td>$3,531.48</td>
<td>$4,383.56</td>
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<td>Rifle</td>
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<td>14,958</td>
<td>23,813</td>
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<td>$70,784.57</td>
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</tr>
<tr>
<td>Garfield County</td>
<td>3,587</td>
<td>28,882</td>
<td>54,510</td>
<td>$236,511.35</td>
<td>$236,511.35</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>14,450</strong></td>
<td><strong>72,863</strong></td>
<td><strong>135,593</strong></td>
<td><strong>$693,861.00</strong></td>
<td><strong>$440,568.50</strong></td>
<td><strong>$253,292.50</strong></td>
</tr>
</tbody>
</table>

12. **Monthly Billing:** With the exception of RFTA, which will pay directly for the fully allocated net costs attributable to its member jurisdictions, each of the remaining Parties will pay the County the amount shown on their respective lines in the Chart above.

13. **Annual Reconciliation and True-up:** No later than March 1 of 2023, RFTA will publish a reconciliation statement. Actual expenditures for the year will be allocated based on the actual trips and estimated loaded miles and loaded minutes provided to the Parties in 2022. If the total fully allocated net costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of receiving the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party’s debit payment(s) to the County.

14. **County Payments to RFTA for the Traveler Program:** The amount to be paid by the BOCC to RFTA in 2022 for the provision of the Traveler Transportation services contemplated by this Agreement is **Four Hundred Ninety-Nine Two Hundred and Nine Dollars and Seventy-Nine Cents ($499,209.79)**. This amount is based upon RFTA’s estimated cost to provide the services in 2022 ($690,255) less amounts received by RFTA from other sources who utilize the Traveler bus system ($30,000) and less the cost to provide such services to the Town of Carbondale ($24,948.35), the City of Glenwood Springs ($94,048.86), and the Town of New Castle ($42,048.11), each of which is a member of RFTA. Amounts are projected and should the actual cost exceed the budgeted costs, those funds will be paid through the Restricted Fund Balance/The Traveler and reimbursed at year end by following the annual reconciliation and True-up procedures described in paragraph 13., above.

a. **RFTA's Estimated Cost:** The Parties recognize that RFTA’s estimate of its costs to provide Traveler services is solely RFTA’s responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA’s calculation. For 2022, RFTA estimates that it’s cost to provide these services is $690,255.00.

b. **Other Traveler Services:** The Parties recognize that RFTA's operation of the Traveler by means of this MOU does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is
provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be $30,000.00 for 2022.

c. **Payment:** The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of $499,209.79 in twelve (12) equal monthly payments of $41,600.81 for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2022 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

d. ** Appropriation:** This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end. The attached budget was adopted by the RFTA board on December 9, 2021 and is considered final. If the actual cost of the Traveler program exceeds the amount set forth in this MOU, the additional cost will be covered through the Restricted Fund Balance/The Traveler, which would then be reimbursed at year end by following the annual reconciliation and True-up procedures described in paragraph 13., above.

e. **COVID 19 Accommodations:** Traveler services will be adjusted because of Governor orders or Public Health recommendations

15. **Combined Costs:** The combined cost for 2022 Congregate Meal, Well and Wise, and Traveler Transportation Service are set forth on Attachment C.

16. **Whole Agreement:** This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

17. **Amendment and Assignment:** This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of all.

18. **Facsimiles and Counterparts:** This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

19. **Authority:** Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.
20. **Governing Law:** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.

21. **Notice:** Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

**Carbondale**

Lauren Gister, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
(970) 963-2733 ext. 1207
Lgister@carbondaleco.net

**Garfield County**

Sharon Longhurst-Pritt, Director
Garfield County Department of Human Services
195 West 14th Street, Building B
Rifle, CO 81650
(970) 625-8282 ext. 3265
spritt@garfield-county.com

**Glenwood Springs**

Debra Figueroa, City Manager
City of Glenwood Springs
101 W. Street
Glenwood Springs, CO 81601
(970) 384-6500

**New Castle**

Dave Reynolds, Town Administrator
New Castle Town Hall
450 West Main Street, PO Box 90
New Castle, CO 81647
970) 984-2311
dreynolds.newcastlesc.org

**Roaring Fork Transportation Authority**

Dan Blankenship, Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81647
970-384-4981
dblankenship@rfta.com
Rifle
Tommy Klein, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
TKlein@rifleco.org

Silt
Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
jlayman@townofsilt.org
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST:

GARFIELD COUNTY BOARD OF COUNTY COMMISIONERS
GARFIELD COUNTY, COLORADO, and
BOARD OF SOCIAL SERVICES

Clerk to the Board

by: ___________________________

John Martin, Chair

Date: _________________________

2022 7 Party MOU
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST: CITY OF GLENWOOD SPRINGS, COLORADO

By: ____________________________

Jonathan Godes, Mayor

Date: ____________________________
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST:  

TOWN OF CARBONDALE, COLORADO

By: ______________________
    Dan Richardson, Mayor

Date: ______________________

Town Clerk
ATTEST

Clerk to the RFTA Board of Directors

ROARING FORK TRANSPORTATION AUTHORITY

By: _________________________________

_________________________, Chair

Date: _____________________________
ATTEST

________________________
Town Clerk

TOWN OF SILT

by _________________________
Keith Richel, Mayor

Date ________________________
ATTEST:
By: ______________________

TOWN OF NEW CASTLE, COLORADO

By: ______________________

Art Riddle, Mayor

Date _____________________
ATTEST:
By: __________________

By: __________________
   City Clerk

CITY OF RIFLE, COLORADO

By __________________
   Ed Greene, Mayor

Date: __________________
<p>| Attachment A: | Cost Methodology – Nutrition 2022 |
| Attachment B | Cost Methodology – Transportation 2022 |
| Attachment C | Cost Methodology – Well &amp; Wise 2022 |
| Attachment D | Cost Methodology – Combined Contribution Breakdown |
| Attachment E | 2022 Traveler IGA |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Annual Cost</th>
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<td>Operating Supplies</td>
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<tr>
<td>Computers &amp; computer equipment</td>
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<tr>
<td><strong>Total 12 Month Budget</strong></td>
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Nutrition Budget Summary

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<tbody>
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<td>1,157</td>
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<td>$8,806.32</td>
<td>1,306</td>
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<td>1,342</td>
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<td>4,111</td>
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<td>$ -</td>
<td>719</td>
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<td>734</td>
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<td>-</td>
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<td>-</td>
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<td><strong>Municipal Total</strong></td>
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<td><strong>15,398</strong></td>
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<td><strong>3,253</strong></td>
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<tr>
<td><strong>Parachute</strong></td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
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<td><strong>Grand Total</strong></td>
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<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>18,663</strong></td>
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<td><strong>18,937</strong></td>
<td><strong>-</strong></td>
<td><strong>19,496</strong></td>
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Based on July 2020 - June 2021 Usage

*Based on July 2019 - June 2020; Based on July 2018 - June 2019; Based on July 2017 - June 2018*
Transportation Budget:

- Wages: $21,116.00
- Employee Benefits: $11,440.00
- Communication: $200.00
- Motor Pool Charges: $50.00
- Training: $200.00
- Office Supplies: $200.00
- Computer Supplies: $200.00
- Freight, Postage, Delivery: $200.00

Total County Expense: $33,666.00

RFTA: $690,255.00

MINUS GWS Paratransit: $30,000.00

Total RFTA Expense: $660,255.00

Total Expenses: $693,861.00

- Less Program Income: $13,000.00
- Less CSBG: $60,638.00
- Less Mt. Valley Devle: $20,000.00
- Total G/P Income: $93,638.00

Less 50% County Share: $346,930.50
RFTA Refund 2020 ap: $81,369.65

Total County Share: $346,930.50

Total Revenue: $440,568.50

Total Expenses: $693,861.00

Income less expenses: $253,292.50

Municipal Budget Share for Distribution: $253,292.50

2022 Traveler Forecast Service And Cost Data:

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<tr>
<td>New Castle</td>
<td>908</td>
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<td>18,217</td>
<td>$75,922.85</td>
<td>$33,874.74</td>
<td>$42,048.11</td>
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<td>$440,568.50</td>
<td>$253,292.50</td>
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Prepared by Ross Peterson
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<tr>
<th>Well &amp; Wise Budget</th>
<th>Annual</th>
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<td>Wages</td>
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<td>Licenses and permits</td>
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<tr>
<td>Motor Pool Charges</td>
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<td>Training</td>
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<td>Office supplies</td>
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<td>Other supplies</td>
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<td>Food - non travel related</td>
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<td>Computers &amp; computer equipment</td>
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<td><strong>Total 12 Month Budget</strong></td>
<td><strong>$59,311.00</strong></td>
<td></td>
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</table>

| Less AAA funding                      | $50,000.00   |          |
| **Grant & Program Income Total**      | **$50,000.00**|          |

| Income less expenses                  | $9,311.00    |          |
| **Total County Match**                | **$9,311.00**|          |
|-------------------|----------------------------|----------------------------------|-------------------------------|--------------------------|---------------------------------------|----------------------------------|----------------------------------|-------------------------------|--------------------------|----------------------------|
| Carbondale        | $8,806.32                  | $24,948.35                       | -                             | $33,754.67               | $24,948.35                           | $8,806.32                       | -                               | -                            | -                        | $8,806.32                  |
| Glenwood Springs  | $51,848.45                 | $94,048.86                       | -                             | $145,897.31              | $94,048.86                           | $51,848.45                      | -                               | -                            | -                        | $51,848.45                 |
| New Castle        | $7,580.89                  | $42,048.11                       | -                             | $49,629.00               | $42,048.11                           | $7,580.89                       | -                               | -                            | -                        | $7,580.89                  |
| Silt              | $13,532.96                 | $4,383.56                        | -                             | $17,916.52               | $13,532.96                           | $4,383.56                       | -                               | -                            | -                        | $17,916.52                 |
| Rifle             | $57,305.78                 | $87,863.62                       | -                             | $145,169.40              | $57,305.78                           | $87,863.62                      | -                               | -                            | -                        | $145,169.40                |
| Garfield County   | $215,559.60                | $346,930.50                      | 9,311.00                      | $571,801.10              | $215,559.60                          | $346,930.50                     | 9,311.00                        | -                            | -                        | $571,801.10                |
| **Totals**        | **$354,634.00**             | **$600,223.00**                  | **9,311.00**                  | **$964,168.00**          | **$161,045.31**                      | **$354,634.00**                 | **439,177.69**                  | **9,311.00**               | **$803,122.69**            |
INTERGOVERNMENTAL
AGREEMENT FOR GARFIELD COUNTY
SENIOR PROGRAMS
TRAVELER SERVICES - 2022

This Intergovernmental Agreement is made by and between the Garfield County
Board of County Commissioners, State of Colorado, a statutory county ("BOCC"),
sitting as the BOCC and as the Board of Social Services, and the Roaring Fork
Transportation Authority, a regional transportation authority ("RFTA"), in order
to set forth the terms and conditions of county-wide transportation services for the Garfield
County Senior Programs for calendar year 2022 (the "IGA" or "Agreement"). This
Agreement is effective as of January 1, 2022.

RECITALS

A. The BOCC and RFTA, collectively, the "Parties," are authorized to make the
most efficient and effective use of their governmental powers, responsibilities,
and monies by cooperating and contracting with other governments. Colo.
Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.

B. In 2009, the BOCC and RFTA, together with seven (7) other governmental
entities and local municipalities, entered into an Intergovernmental Agreement
to set forth the terms and conditions of their cooperative provision,
administration and funding of meal and transportation services to senior
citizens and persons with disabilities of Garfield County ("the 9-Party IGA").
This 9-Party IGA is recorded in records of the Garfield County Clerk and
Recorder at Reception No. 7761 42.

C. In accordance with the 9-Party IGA, in 2009 and each consecutive year
thereafter, the nine parties have also entered into a Memorandum of
Understanding that sets forth each party's annual agreement to share
administrative and operational costs of the Senior Programs meal and
transportation services and the methodology by which those costs will be
allocated among them (the "MOU").

D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the
Garfield County Senior Programs for 2017. Colorado Mountain College has opted
out of the 9-Party IGA. The remaining seven original signatories have agreed to
continue such services and have entered a 7-Party Memorandum of
Understanding for 2022. The 2022 MOU is attached to this Agreement as
Attachment No. 2 and is incorporated for the purpose of explaining the cost
methodology adopted regarding the 2022 transportation services (the "2022
MOU").

E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its
Department of Human Services ("DHS"), the contractual management of
transportation services for the Senior Programs. (9-Party IGA, r 6.) The BOCC
fulfills this responsibility by, among other things, annually negotiating this
Agreement with RFTA and by ensuring proper allocation of appropriate costs
to the other municipalities in accordance with the MOU.
F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages "agencies at all levels of government" to cooperate to administer programs and deliver services to the older population.

G. The transportation services provide ADA based services to the eligible assessed senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the "Traveler"). The Traveler also provides services that are not within the scope this IGA.

H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens and persons with disabilities in 2022 in accordance with the 7-Party IGA and appropriate the 2022 MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated as if set forth in full.

2. **Purpose of this Agreement.** The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.

3. **Term of Agreement.** This Agreement shall have an Effective Date of January 1, 2022 regardless of the date signed and shall terminate on December 31, 2022.

4. **Transportation Services Provided.** The transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to assessed Garfield County residents who have difficulty utilizing public transportation and have an assessed functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA's boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(e) as required to comply with this IGA. Riders must make reservations 48 hours in advance.

5. **Contract Amount.** The amount to be paid by the BOCC to RFTA in 2022 for the provision of the services contemplated by this Agreement is Four Hundred Ninety-Nine Two Hundred and Nine Dollars and Seventy-Nine Cents ($499,209.79). This amount is based upon RFTA's estimated cost to provide the services in 2022 ($690,255) less amounts received by RFTA from other sources who utilize the Traveler bus system ($30,000) and less the cost to provide such services to the Town of Carbondale ($24,948.35), the City of Glenwood Springs ($94,048.86), and the Town of New Castle ($42,048.11), each of which is a member of RFTA. Amounts are projected and should
the actual cost exceed the budgeted costs, those

funds will be paid through the Restricted Fund Balance/The Traveler.

a. **RFTA's Estimated Cost.** The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2022, RFTA estimates that it's cost to provide these services is $690,255.00.

b. **Other Traveler Services.** The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **$30,000.00** for 2022.

c. **RFTA Member Jurisdictions.** The estimated net cost to provide Traveler transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2022 MOU, to which both the BOCC and RFTA are parties. For 2022, the estimated total Traveler transportation services net cost attributable to these member jurisdictions pursuant to the applicable methodology is **$171,922.85**.

6. **RFTA Responsibilities.** In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:

a. **Transportation Services.** RFTA shall provide and administer the Traveler transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - E thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon, and a Holiday show.

b. **Vehicle Inventory.** RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).

c. **Vehicle Replacement.** In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.

d. **Vehicle Transfer.** Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.
e. **Communication System.** RFTA shall continue to utilize its communication system for Traveler services.

f. **Donations and Contributions.** RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4.

g. **Functional Assessment Assistance.** Traveler staff will do everything related to Functional Assessments. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler transportation services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process. RFTA will provide to the BOCC's Senior Programs Manager monthly the number of potential new clients, out of assessments and applications pending.

h. **Monthly Financial Reports.** RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS monthly. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.

i. **Annual Reconciliation Report.** In addition to the monthly reports, on or before March 1, 2023, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2022 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.

J. **Right to Audit.** RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested RFTA will provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.

k. **Claim Notification.** RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any accident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15 and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1. The Traveler handles all complaints and communicates the outcomes to the BOCC’s Senior Program Manager after appropriate investigations have been completed.

l. **Funding Sources.** RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for
both the purchase of vehicles and operational funding associated with providing senior transportation services.

m. **Cost Methodology.** RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2022 MOU, and included in the 2022 budget approved by the RFTA Board on December 9, 2021. If the actual 2022 costs exceed the budget, they will be covered by means of the Annual Reconciliation and True-up procedure set forth in the MOU, or by the fund established after cost savings at the end of the year have been recognized.

7. **BOCC Responsibilities.** In order to accomplish the purposes of this IGA, the BOCC, directly or through DIHS, agrees to perform the following:

   a. **Compensation.** For calendar year 2022, the BOCC shall pay RFTA the amount set forth in paragraph 5 ($499,209.79) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of $41,600.81 beginning no later than February 26, 2022, and each 10th day of the month thereafter during the 2022 term of this IGA.

   b. **Functional Assessment Evaluations:** Traveler staff will take over the Functional Assessments including mailing applications, scheduling assessments, and providing outcome data to the BOCC’s Senior Program Manager monthly.

   c. **Training Assistance.** All training related to providing transportation to Traveler clients will be provided by RFTA supervisors.

   d. **Funding Sources.** RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.

   e. **Complaint and Claim Cooperation.** The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with Paragraph 6 (1).

   f. **Bilingual Literature.** The BOCC agrees to provide written information regarding the services provide for distribution by the Traveler in both English and Spanish.

   g. **Fuel Access.** The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County’s gas fueling system. All fuel costs will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).

8. **Definitions:**

   a. **Initial Pickup Location:** The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger’s trip occurs, whether it is a round trip, a
one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.

b. **Loaded Miles:** Loaded miles are the total distance driven while a passenger is in the vehicle.

c. **Loaded Minutes:** Loaded minutes are the total duration of time while a passenger is in the vehicle.

9. **Termination.** Either Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC, and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).

10. **Indemnification.** To the extent permitted by law, the Parties shall hold harmless, indemnify, and defend the other, including the other’s employees, officers, agents, and assigns, from any claim, lawsuit, or award of damages to the extent such claim, lawsuit or award arises from the action or inaction of that party’s officers, employees, and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-10 I, etseq.

11. **Appropriation.** This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

12. **Whole Agreement.** This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

13. **Amendment and Assignment.** This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.

14. **Facsimiles and Counterparts.** This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

15. **Notice and Identity of Administrators and Contact Persons.** Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service, or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.
Notice to RFTA Administrator
Contact Person

Dan Blankenship, Chief Executive Officer
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
Phone: (970) 384-4981
Fax: (970) 945-7386
E-mail: dblankenship@rfta.com

Notice to BOCC Administrator

Sharon Longhurst-Pritt, DHS Director
195 West 14th Street, Building B
Rifle, CO 81650
Phone: (970) 625-5282, Ext 3265
Fax: (970) 625-0927
E-mail: spritt@garfield-county.com
16. **Authority.** Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

17. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this IGA. Venue for any action pursuant to this IGA shall lie in Garfield County, Colorado.

**IN WITNESS WHEREOF,** the Parties have executed triplicate originals of this IGA to be effective on the date of the last signature set forth below.

**ATTEST:**

![Signature Line]

Clerk to the Board

By: John Martin, Chair

**ATTEST:**

![Signature Line]

Clerk to the RFTA Board of Directors

By: ________________________________

__________________________, Chair

BOARD OF COUNTY COMMISIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES

ROARING FORK TRANSPORTATION AUTHORITY
INDEX OF ATTACHMENTS

Attachment No. 1: 2022 RFTA Scope of Services

Exhibit A: 2022 Vehicle Inventory

Exhibit B: 2022 County Holidays

Attachment No. 2: 2022 Transportation Cost Methodology

Attachment No. 3: 2022 RFTA Budget

Attachment No. 4: Transportation Arithmetic & Assumptions
   Table 1: Cost Allocation Basis 2022 Draft Budget
   Table 2: Summary of Cost with Adjustments for Glenwood Springs Take Off
            & Garfield County Contributions
   Table 3: 2020 Trip Distances and Durations
   Table 4: 2019 Ridership Data
   Table 5: Marginal Rates Used in Cost Model

Attachment No. 5: 2020 Combined Congregate Meal, Well & Wise and Transportation Service Costs

Attachment No. 6: 7-Party Memorandum of Understanding
Attachment No. 1 to Traveler IGA 2022

RFTA SCOPE OF SERVICES

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2022 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

2. Services Provided: RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:

   a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.

   b. Maintain the Traveler schedule including days of the week (currently 5 days a week, Monday Through Friday), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).

   c. Deliver meals in East Garfield and from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicle. The Traveler may be used to assist with door-to-door delivery of meals during COVID. At such a time when congregate meals return Traveler services for delivery of meals will no longer be utilized.

   d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising, and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules, and regulations.

   e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.
f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.

g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.

h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.

i. Carry out Traveler operations in accordance with applicable federal, state, and local rules, regulations, statutes, laws, and policies and procedures.

j. Discuss any major purchase, e.g., communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.

k. Maintain the confidentiality of all users of the Traveler.

l. Participate in the Garfield Emergency Operations when necessary.

m. RFTA agrees to comply with all recommendations of Public Health as a result of COVID. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.

3. **Vehicles**: RFTA shall:

a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.

b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a "loss payee" or "additional insured," as appropriate, along with the lien holders identified on the vehicle titles or registrations.

c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2022.
d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RTA and organizations providing funding.

4. **Collection of Revenue:** RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services and shall not deny services if a passenger cannot contribute. RFTA shall collect any fares/donations from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

5. **Service Reports and Audit:** RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10th of the following month. The report will include the following information:

- the estimated loaded hours and loaded miles incurred in each jurisdiction
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Paratransit, Assisted, Lift Ride or Wheelchair.
- the number of trips denied, and the reasons denied
- the use of a waiting list if a list is required
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly.
- amount of program income received from Traveler ridership
- number of persons utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month and any denied assessment information. Share any riders whose status has changed from active to inactive monthly, updated rider information such as changes in address or phone numbers

6. **Passenger Complaints.** Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.

7. **Traveler Drivers:** RFTA shall ensure that all Traveler drivers comply with all local, state, and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:

   a. Drivers shall present a neat, clean, hygienic, and professional appearance at all times.
   b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
   c. The cleanliness and appearance of the interior and exterior of each van.
Transportation Services

a. **Cost Methodology - Transportation**: The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2022. The remaining fifty percent will be paid for by grants, program income, a 2020 refund of excess revenue, and allocated payments from the Municipalities based upon the fully allocated net cost of providing services, based upon the total number of trips, total Loaded Miles, and total Loaded Minutes consumed by each Municipality in 2022. Costs will be considered allocable to a Municipality based upon the Initial Pickup Location as defined herein, regardless of the number of trip legs or Municipalities visited by the passenger. RFTA agrees to be responsible for the fully allocated net cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated cost of transportation allocable to their municipalities. The BOCC agrees to be responsible for any remaining transportation costs, including any shortfalls in anticipated grant and program funding income.

b. **2022 Budgeted Contributions**: As illustrated in Attachment D, the total budgeted cost to provide Senior Transportation Services in 2022 is $693,861.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of $33,606.00 and $690,255.00, respectively, less the amount of $30,000 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC’s 50% share of this amount equals $346,930.50. Anticipated grant and program funding income for 2022 is $93,638.00 for a total of $330,568.50 in contributions from the County, grants, program income and the 2020 excess revenue refund.

c. **Allocation of County Contribution and Grant and Program Income**: The County’s contribution, inclusive of its 50% commitment, anticipated grant, program income, and the 2020 excess revenue refund, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other party’s fully allocated cost.

d. **Estimated Contributions**: On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the Traveler transportation services costs, estimated to be a total of $161,045.31. The allocated amounts shown are based on the 2022 budgeted amounts identified above and a forecast of ridership and services levels for 2022 (assuming 75% of 2019 service levels).

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<td><strong>$440,568.50</strong></td>
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e. **Monthly Billing**: With the exception of RFTA, which will pay directly for the full allocated net costs attributable to its member jurisdiction,
f. **Annual Reconciliation and True-up**: No later than March 1 of 2023, RFTA will publish a reconciliation statement. Actual expenditures for the 2022 year will be allocated based on the actual trips and estimated load miles and loaded minutes provided to the Parties in 2022. If the total fully allocated costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of receiving the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party’s debit payment(s) to the County.
**EXHIBIT "A"
2022 TRAVELER VEHICLE INVENTORY**

January 2022 Traveler Vehicles

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<tr>
<th>Vehicle Number</th>
<th>Year</th>
<th>Vehicle Make &amp; Model</th>
<th>Accessibility Features / Uses</th>
<th>Seating Capacity</th>
<th>Staging Area</th>
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EXHIBIT "B"
2022 GARFIELD COUNTY HOLIDAY SCHEDULE

Monday, January 3rd - New Year's Day
Monday, February 21st - President's Day
Monday, May 30th - Memorial Day
Monday, July 4th - Independence Day
Monday, September 5th - Labor Day
Friday, November 11th - Veteran's Day
Thursday, November 24th - Thanksgiving Day
Friday, November 25th - Post Thanksgiving Day
Friday, December 23rd - Pre-Christmas Eve
Monday, December 26th - Christmas Day Observed
### 2022 Transportation Cost Methodology

#### Cost Methodology—2022

<table>
<thead>
<tr>
<th>Transportation Budget</th>
<th>Annual</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$ 21,116.00</td>
<td>Staff: 32%</td>
<td>Manager</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 11,440.00</td>
<td>7% Prog Coordinator</td>
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<tr>
<td>Communication</td>
<td>$ 200.00</td>
<td></td>
<td></td>
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<tr>
<td>Motor Pool Charges</td>
<td>$ 50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>$ 200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$ 200.00</td>
<td></td>
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<td>Computer Supplies</td>
<td>$ 200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freight, Postage, Delivery</td>
<td>$ 200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total County Expenses</strong></td>
<td><strong>$ 33,606.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RFTA**

- **$690,255.00**
- **MINUS GWS Paratransit**
  - **$ 30,000.00**
- **Total RFTA Expenses**
  - **$660,255.00**

**Total Expenses**

- **$693,861.00**

- Less Program Income: **$ 13,000.00**
- Less CSBG: **$ 60,638.00**
- Less Mt. Valley Development: **$ 20,000.00**
- **Total G/P Income**
  - **$ 93,638.00**

- Less 50% County Share: **$346,930.50**
- RFTA Refund 2020 applied: **$ 81,369.65**
- **Total County Share**
  - **$346,930.50**

**Total Revenue**

- **$440,568.50**

**Income less expenses**

- **$253,292.50**

Municipal Budget Share for Distribution: **$253,292.50**

---

Projected based on RFTA Actual Expenditures  
November 2, 2021, budget  
per 4/19/2021 BOCC Meeting
## 2022 Traveler Forecast Service And Cost Data

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Carbondale</td>
<td>742</td>
<td>4,459</td>
<td>10,350</td>
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<td><strong>$693,861.00</strong></td>
<td><strong>$440,568.50</strong></td>
<td><strong>$253,292.50</strong></td>
</tr>
<tr>
<td>Date</td>
<td>Original Amount</td>
<td>New Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>----------------</td>
<td>------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1/2023</td>
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<td>$10,000</td>
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<tr>
<td>2/1/2023</td>
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<tr>
<td>3/1/2023</td>
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<td>$30,000</td>
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<tr>
<td>4/1/2023</td>
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<td>$40,000</td>
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<td>5/1/2023</td>
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<tr>
<td>6/1/2023</td>
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<td>7/1/2023</td>
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<td>8/1/2023</td>
<td>$80,000</td>
<td>$80,000</td>
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<tr>
<td>9/1/2023</td>
<td>$90,000</td>
<td>$90,000</td>
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<tr>
<td>10/1/2023</td>
<td>$100,000</td>
<td>$100,000</td>
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</tbody>
</table>

Note: The table above shows the original amount on each date and the new amount. The new amount is calculated by increasing the original amount by 10% for each subsequent date.
## Transportation Arithmetic & Assumptions

### Table 1. Cost Allocation Basis 2022 Draft Budget

<table>
<thead>
<tr>
<th>Compensation</th>
<th>Line Item Cost</th>
<th>Cost Category</th>
<th>Varies By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>61,500</td>
<td>Fixed</td>
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</tr>
<tr>
<td>Transportation Supervisor</td>
<td>100,300</td>
<td>Fixed</td>
<td></td>
</tr>
<tr>
<td>Relief Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Operator 3 (FTYR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Operator 2 (PTYR)</td>
<td>24,750</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Bus Operator Non CDL (FTYR)</td>
<td>199,250</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Mechanics</td>
<td>26,000</td>
<td>Variable</td>
<td>Miles</td>
</tr>
<tr>
<td>Overtime Pay</td>
<td>2,550</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Alt Activity</td>
<td>2,100</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Bonus Pay</td>
<td>1,750</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Shift Pay</td>
<td>3,300</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Separation Pay</td>
<td></td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>56,300</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>72,650</td>
<td>Variable</td>
<td>Hours</td>
</tr>
<tr>
<td><strong>Subtotal Traveler's Compensation Expenditures</strong></td>
<td><strong>550,450</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Admin Operating Expenditures

| Admin Overhead                        | 40,000        | Fixed         |           |
| Third Party Consulting                |               |               |           |
| Vehicle Insurance                     | 15,000        | Fixed         |           |
| Office Rental                         | 14,021        | Fixed         |           |
| Telephone/Communications              | 9,408         | Fixed         |           |
| Staff Training                        | 756           | Variable      | Hours     |
| Travel                                | 756           | Fixed         |           |
| Office Supplies                       | 500           | Fixed         |           |
| Postage                               | 200           | Fixed         |           |
| **Subtotal Traveler's Admin Operating Expenditures** | **80,641**     |               |           |

### Operating Expenditures

| Repairs & Third party services        | 30,000        | Variable      | Miles     |
| Drug & Alcohol Testing                | 672           | Variable      | Hours     |
| DOT Exams                             | 672           | Variable      | Hours     |
| Equipment                             |               |               |           |
| Unleded Fuel                          | 11,000        | Variable      | Miles     |
| Compressed Natural Gas                | 8,000         | Variable      | Miles     |
| Software Support                      | 8,820         | Fixed         |           |
| **Subtotal Traveler's Operating Expenditures** | **59,164**     |               |           |
| **Total Traveler's Expenditures**     | **690,255**    |               |           |
### Table 3. 2020 Trip Distances & Durations

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Ridership</th>
<th>Loaded Miles</th>
<th>Loaded Hours</th>
<th>Avg. Distance</th>
<th>Avg. Duration</th>
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</thead>
<tbody>
<tr>
<td>Rifle</td>
<td>3,326</td>
<td>11,382</td>
<td>302</td>
<td>3.4</td>
<td>5.4</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>3,156</td>
<td>7,691</td>
<td>305</td>
<td>2.4</td>
<td>5.8</td>
</tr>
<tr>
<td>Garfield County</td>
<td>1,208</td>
<td>9,728</td>
<td>306</td>
<td>8.1</td>
<td>15.2</td>
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<tr>
<td>New Castle</td>
<td>269</td>
<td>3,579</td>
<td>90</td>
<td>13.3</td>
<td>20.1</td>
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<tr>
<td>Silt</td>
<td>203</td>
<td>1,388</td>
<td>33</td>
<td>6.8</td>
<td>9.8</td>
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<tr>
<td>Carbondale</td>
<td>86</td>
<td>517</td>
<td>20</td>
<td>6.0</td>
<td>14.0</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>8,248</strong></td>
<td><strong>34,286</strong></td>
<td><strong>1,056</strong></td>
<td>N/A</td>
<td>N/A</td>
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</table>
Table 4. 2019 Ridership Data

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Ridership</th>
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<tbody>
<tr>
<td>Carbondale</td>
<td>989</td>
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<tr>
<td>Glenwood Springs</td>
<td>6,250</td>
</tr>
<tr>
<td>New Castle</td>
<td>1,210</td>
</tr>
<tr>
<td>Silt</td>
<td>208</td>
</tr>
<tr>
<td>Rifle</td>
<td>5,828</td>
</tr>
<tr>
<td>Garfield County</td>
<td>4,782</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>10,610</strong></td>
</tr>
</tbody>
</table>

2022 Estimated Service data used in the MOU above are based on:

Rides = 75% of 2019 ridership
Loaded Miles = Estimated 2022 ridership multiplied by 2020 average trip distances
Loaded Minutes = Estimated 2022 ridership multiplied by 2020 average trip durations.
Table 5. Marginal rates used in cost model

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Costs by Category</th>
<th>Marginal Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variable Hours</td>
<td>$348,897</td>
<td>$2.57</td>
</tr>
<tr>
<td>Variable Miles</td>
<td>$71,740</td>
<td>$0.98</td>
</tr>
<tr>
<td>Fixed</td>
<td>$273,224</td>
<td>$18.91</td>
</tr>
<tr>
<td>Total</td>
<td>$693,861</td>
<td>N/A</td>
</tr>
</tbody>
</table>
### Nutrition Budget

<table>
<thead>
<tr>
<th>Category</th>
<th>Annual</th>
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<tbody>
<tr>
<td>Wages</td>
<td>$150,450.00</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$78,124.00</td>
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<tr>
<td>Professional - Other</td>
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<tr>
<td>Repair and maintenance</td>
<td>$200.00</td>
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<tr>
<td>Rental of Land &amp; Buildings</td>
<td>$100.00</td>
</tr>
<tr>
<td>Communications</td>
<td>$550.00</td>
</tr>
<tr>
<td>Printing and Binding</td>
<td>$300.00</td>
</tr>
<tr>
<td>DHS - Destruction of Records</td>
<td>$250.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$300.00</td>
</tr>
<tr>
<td>Motor Pool Charges</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Professional Affiliations</td>
<td>$100.00</td>
</tr>
<tr>
<td>Vacations</td>
<td>$600.00</td>
</tr>
<tr>
<td>Office Supplies</td>
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</tr>
<tr>
<td>Operating Supplies</td>
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<td>Computer Supplies</td>
<td>$400.00</td>
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<td>Freight, postage, Delivery</td>
<td>$2,600.00</td>
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<tr>
<td>Copy Machine Usage</td>
<td>$1,300.00</td>
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<tr>
<td>Food - non travel related</td>
<td>$3,000.00</td>
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<tr>
<td>Computers &amp; computer equipment</td>
<td>$1,000.00</td>
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</tbody>
</table>

Total 12 Month Budget: $538,899.00

### NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th># of Meals</th>
<th>Percent of Total</th>
<th>Municipal Nutrition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2022</td>
<td></td>
<td>2021</td>
</tr>
<tr>
<td></td>
<td># of Meals</td>
<td></td>
<td>Contributions</td>
</tr>
<tr>
<td>Carbondale</td>
<td>1,167</td>
<td>6.33%</td>
<td>$8,806.32</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>6,812</td>
<td>37.28%</td>
<td>$51,848.45</td>
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<td>New Castle</td>
<td>996</td>
<td>5.45%</td>
<td>$7,580.89</td>
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<tr>
<td>Silt</td>
<td>1,776</td>
<td>9.73%</td>
<td>$13,532.96</td>
</tr>
<tr>
<td>Parachute</td>
<td>-</td>
<td>0.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rifle</td>
<td>7,529</td>
<td>41.21%</td>
<td>$57,305.78</td>
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<tr>
<td>Municipal Total</td>
<td>18,272</td>
<td>100.00%</td>
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<tr>
<td>Garfield County</td>
<td>3,325</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Parachute</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Grand Total</td>
<td>21,597</td>
<td>-</td>
<td>$139,074.40</td>
</tr>
</tbody>
</table>

Based on July 2020 - June 2021 Usage

Based on July 2021 - June 2022

Based on July 2018 - June 2019

Based on July 2017 - June 2018

### Staff
- 64% Manager
- 72% Program Coordinator
- 77% Program Coordinator
Transportation Budget:

<table>
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**RFTA**

$693,255.00

**MINUS GWS Paratransi** $30,000.00

**Total RFTA Expense** $660,255.00

**Total Expenses** $693,861.00

- Less Program Income $13,000.00
- Less CSBG $60,638.00
- Less Mt. Valley Dev $20,000.00
- **Total G/P Income** $93,638.00

- Less 50% County Share $346,930.50
- RFTA Refund 2020 $81,369.65
- **Total County Share** $346,930.50

**Total Revenue** $440,568.50

**Total Expenses** $693,861.00

**Income less expenses** $253,292.50

Municipal Budget Share for Distribution $253,292.50

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2022 Traveler Forecast Service And Cost Data

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</tr>
</tbody>
</table>

Prepared by Ross Peterson
## Cost Methodology—2022

<table>
<thead>
<tr>
<th>Well &amp; Wise Budget</th>
<th>Annual</th>
<th>Staff:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$32,062.00</td>
<td>4% Manager</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$17,174.00</td>
<td>28% Program Coordinator</td>
</tr>
<tr>
<td>Repair &amp; maintenance</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Licenses and permits</td>
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**Total 12 Month Budget** $59,311.00

| Less AAA funding                      | $50,000.00      |         |
| Grant & Program Income Total          | $50,000.00      |         |

**Income less expenses** $9,311.00

**Total County Match** $9,311.00
## COMBINED CONTRIBUTION BREAKDOWN

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BOARD OF TRUSTEES REGULAR MEETING
February 14, 2022

AGENDA ITEM SUMMARY

SUBJECT: Silt Water Treatment Facility Master Plan Project and Agreement

PROCEDURE: Action Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As you know, over the last year, we have been working with our contract Operator in Responsible Charge (ORC) Tony Zancanella, PE, to bring our water plant up to some acceptable level of operation to allow a reliable assessment of its capabilities and limitations to be completed. At the same time, we were concerned with the levels of TTHM and manganese in the produced water, made worse by the mudslide in Glenwood Canyon.

Under Tony’s guidance, the staff has performed literally hundreds of clean-ups, repairs and replacements in the plants. The most important changes made in the water plant, which will make it possible to better assess its capabilities include the installation of a new meter measuring produced water leaving the plant, improved metering of raw water entering the plant, a new chlorinator, replacement of many pumps, valves, actuators, relays, meters and breakers in the skids (and elsewhere in the plant), increased hydrant flushing, not to mention the increased attention to replacing inefficient and non-functional meters in homes around Town.

This work has gotten us to the point where we can now have confidence to go forward with an analysis of the plant’s ability to meet CDPHE regulations and provide the appropriate treatment to address concerning levels of turbidity, manganese and TTHM.

Zancanella and Associates has engaged Dewberry Engineers, Inc. of Denver, a firm chosen for another of Zancanella’s clients, the Town of Gypsum, to conduct a technical study of the Silt W/WW plants and produce master plans to be used to develop costs for implementing improvements. Attached please find two proposals: 1. Town of Silt Water Treatment Plant Master Plan Scope of Services Proposed Agreement and 2. Town of Silt Wastewater Treatment Facility Master Plan Scope of Services Proposed Agreement, both submitted by Dewberry. Zancanella brought Dewberry in as consulting engineers to provide technical analysis and short- and long-term recommendations. This work is critical to getting the grants and loans necessary to improve the plants by completing the “Project Needs Assessment” (PNA) for the State of Colorado by their June 30, 2022 deadline.

“Sole Sourcing” Alternative: Staff is recommending that the Board contract with Dewberry immediately on the water plant proposal and to consider doing the same with the wastewater plant proposal.

The Town’s Charter is silent on the use of “sole sourcing” contractors, that is, to select contractors without using a bid process to compare and contrast bidders. The Charter’s only direction on competitive bidding is at 8-22 and directs that the Board must establish procedures that ensure “fair and competitive” bidding practices. The Town’s Financial Policies, adopted last
year, at 4.1.4 (II) (a) address a sole source process by allowing “procurements…..without
competition when the Purchasing Agent reasonably determines, after conducting a good faith
review of available sources, that there is only one (I) viable source within the relevant supply
area for the required …..service…..” and 4.1.4 (III) (f) allow for the Town to “waive the request
for proposal requirement” when one vendor “clearly has exceptional expertise in the required
service area”.

I have spoken to the Town Manager and Assistant Town Manager in Gypsum about Dewberry’s
capabilities and heard about the rigorous selection process (a weighted scoring decision matrix)
they used to select Dewberry, Patrick Radabaugh, PE, Dewberry’s Senior Associate about the
approach they plan to use and Tony Zancanella, principal at Zancanella and Associates and the
Town’s current ORC about the necessity to hire a quality consulting engineering firm to
complete the work in time for a PNA to be completed by June 30.

RECOMMENDATION: After this “good faith review of available sources”, I suggest we
contract with Dewberry for $99,835 for the Town of Silt Water Treatment Plant Master Plan-
Scope of Services Proposed Agreement and consider contracting with them for $99,855 for the
Town of Silt Wastewater Treatment Plant Master Plan-Scope of Services Agreement. The most
pressing of the two is the water treatment plant master planning process.

We have budgeted $300,000 in “Engineer Fees” in the Water/Wastewater Fund, water account
for this project in 2022 and nothing in the wastewater account. Should the Board decide to
contract with Dewberry for both water and wastewater studies, funds would be moved from the
water account to the wastewater account for both engineering projects.

ORIGINATED BY:
PRESENTED BY:
Jeff Layman
Jeff Layman/Trey Fonner/Tony
Zancanella/Patrick Radabaugh

TOWN ATTORNEY REVIEW: / X / Yes / / No

DOCUMENTS ATTACHED:
Town of Silt Water and Wastewater
Treatment Plant Master Plans-
Scopes of Services Proposed
Agreements

SUBMITTED BY:
Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY:
Sheila M. McIntyre, Town Clerk
February 1, 2022

Mr. Jeff Layman  
Town of Silt  
Town Administrator  
231 N. 7th Street  
PO Box 70  
Silt, CO 81652

RE: Town of Silt Water Treatment Plant Master Plan - Scope of Services Proposed Agreement

Dear Mr. Layman,

Dewberry is pleased to submit this proposal for professional engineering services for the Town of Silt Water Treatment Plant Master Plan (hereinafter referred to as Project). This letter serves as our understanding of the Project background, scope, schedule, and fee for the project.

I. PROJECT UNDERSTANDING

The following constitutes our understanding of the Project and serves as the basis for the proposed scope of services, schedule, and fee. Significant modifications to the Project may result in modifications to Dewberry's services and fees.

The Town of Silt (Town) owns and operates a 1.0 million gallons per day (mgd) surface water treatment plant (WTP) that was constructed in 2006 and subject to the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) drinking water regulations. The Town WTP consists of raw water intake infrastructure, coagulation using flash mixing, clarification (plate settlers), microfiltration membranes, chlorine disinfection, associated chemical feed systems, and pumping systems for raw water, filtrate, and finished water.

Based on discussions with the Town Engineer, Zancanella and Associates, the Town is experiencing high levels of influent turbidity as well as observing elevated levels of manganese in the raw and finished water, both of which demand additional operational attention. High turbidity has led to more frequent membrane fouling and backwashing events where the Town has reported decreased operating life of membrane equipment and increased operation and maintenance for plant staff.

These challenges have prompted the Town to conduct an evaluation of the WTP to outlay capital improvements necessary to identify upgrades to continue meeting CDPHE WQCD regulations and provide a higher level of treatment to address high turbidity and manganese removal. Thus, the proposed Project will consist of an evaluation of Town growth, WTP, and WQCD regulations to assist the Town in budgeting and implementing recommended improvements.

This letter proposal is for a Water Master Plan. Specific tasks included in this scope of work are:

1. Task 1: Project Management
2. Task 2: Project Document Review and Kick-off Meeting
3. Task 3: Basis of Evaluation
4. Task 4: Short-term Alternatives Evaluation
5. Task 5 Long term alternatives Evaluation
6. Task 6 Capital Improvement Plan
7. Task 7 WTP Master Plan Report

This proposal includes scope, schedule, and fee for the project - Scope of Services Proposed Agreement dated February 1, 2022.

II. SCOPE OF SERVICES

The scope of services includes the following tasks:

A. Task 1: Project Management

Project management task includes:

1. Manage Dewberry staff on Project budget, schedule, and quality goals.
2. Provide coordination and communication with team members.
3. Implementing Quality Assurance and Quality Control services on all products to the Town.
4. Preparation and review of invoices are included in this task.

B. Task 2: Project Document Review and Kick-off Meeting

1. Project Document Review
   a. One (1) on-site Kick-off Meeting with the Town to discuss project approach and objectives. Kick-off Meeting will coincide with the Field Site Visit. This meeting will coincide with the Kick-off Meeting for the Wastewater Treatment Facility Master Plan efforts. Thus, time for attendance and travel is not included in this task since it is included in the Wastewater Treatment Facility Master Plan efforts (refer to Town of Silt Wastewater Treatment Facility Master Plan. Time for this task includes preparation for the meeting for review of existing WTP documents and water quality data to assist in facilitating and conducting the on-site evaluation of the WTP.
   b. Kick-off Meeting and Field Site Visit will be attended by the following Dewberry personnel:
      i. Technical Advisor.
      ii. Project Manager.
      iii. Project Engineer.
   c. Field Site Visit
      i. Coordinate with Town WTP Operations Staff to collect information on the major WTP processes and equipment.
      ii. Interview operations staff to gather institutional knowledge of current and historical operations, maintenance, and performance.

2. Meetings, Workshops, and Site Visits
   a. One (1) joint Kick-off Meeting and Field Site Visit.

3. Deliverables
a. Kick-off Meeting and Field Site Visit agenda and notes (electronic and hard copies).

4. Assumptions
   a. Town shall provide all documents available for the Project Document Review. Documents shall include, but not be limited to, master planning reports, facility reports, permitting reports, regulatory documents, geotechnical reports, and as-built (record) drawings in PDF format. It is assumed these documents are accurate or current.
   b. Town Operations Staff shall be available for interviews during the Kick-off Meeting and Field Site Visit.
   c. Time for on-site meetings, workshops, and site visits includes travel time.

C. Task 3: Basis of Evaluation

1. Water Quality Evaluation
   a. Current and 20-year Future Conditions
      i. Service Area and Land Use
         - Review existing water data and planning documentation related to the Town’s service area and land use to baseline the current service area and planned development as well as estimate current demands and production.
         - Review existing water data and planning documentation related to the Town’s potential future service area and land use to estimate potential future demands.
         - Evaluate raw and finished water quality parameters as well as flows for average daily demand, maximum monthly demand, and associated peaking factors (current and future).
         - Evaluate existing intermediate process control data including plant data for pretreatment, sedimentation, filtration, disinfection, backwash waste, and associated chemical feed systems and storage.
      ii. Population: Current and 20-year Estimates
         - Review existing planning documents and perform a comparative analysis of past projections to County assessor and Town population and employment data to update current estimates.
         - Town shall coordinate with Dewberry to develop assumptions for the 20-year projections including population, future growth, expansion plans, demand flows, and water supply.

2. Regulatory review
   a. Review CDPHE WQCD regulations applicable to the Town WTP.

3. Meetings, Workshops, and Site Visits
   a. None, unless requested and approved by the Town as Additional Services.

4. Deliverables
   a. None, unless requested and approved by the Town as Additional Services.

5. Assumptions
   a. Town shall provide all documents necessary for the Water Quality Evaluation in electronic format. Documents shall include, but not be limited to: GIS mapping files,
land use documents, master planning reports, facility reports, permitting reports, as-built (record) drawings in PDF format, population data, easement maps, and property maps. These documents will be assumed to be the best available information at the time of the request and are assumed to be accurate and current.

b. Town shall provide Town five (5) years of historical water quality and flow data in Microsoft Office Excel format.

c. Town shall provide water financial operating records: expense and revenue summaries for the past five (5) years.

d. Town shall provide customer data by monthly volume, type, and fees.

e. Town shall provide electricity usage as well as water rate data for the past five (5) years and copy of the current water use ordinance.

f. Any and all communications with CDPHE do not definitively establish any future regulations imposed on the water treatment plant. Projections of regulations and water quality requirements for the Town will be based upon discussions with CDPHE and the Town on Regulation 11: Colorado Primary Drinking Water Regulations (effective 09/30/2020).

D. Task 4: Short-term Alternatives Evaluation

1. Perform a short-term treatment alternatives evaluation that includes the preparation of compilation of recommended WTP improvements over the next ten (10) years.
   a. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
   b. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.

2. Facilitate meeting (Workshop No. 1) with the Town to discuss short-term treatment options and recommendations.
   a. Workshop No. 1 will be attended by the following Dewberry personnel:
      i. Technical Advisor.
      ii. Project Manager.
      iii. Project Engineer.

3. Meetings, Workshops, and Site Visits
   a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 1).

4. Deliverables
   a. Workshop agenda and notes.
   b. Town will be provided with an electronic copy for each deliverable.

5. Assumptions
   a. Town WTP Operations Staff shall attend Workshop No. 1.
E. Task 5: Long-term Alternatives Evaluation

1. Perform a long-term treatment alternatives evaluation that includes the preparation of compilation of recommended WTP improvements over the next ten (10) to twenty (20) years.
   a. Develop alternatives to address shortcomings identified during plant evaluation.
   b. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
   c. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
   d. Estimate anticipated impacts on user rates for the recommended improvements.
   e. Alternatives evaluation will also include a qualitative evaluation of non-economic factors including ease of operation, environmental impact, ability to meet potential future regulatory requirements, upgrade capability, reliability, public acceptance, health and safety, and performance history.

2. Facilitate meeting (Workshop No. 2) with the Town to discuss long-term treatment options and recommendations.
   a. Workshop No. 2 will be attended by the following Dewberry personnel:
      i. Technical Advisor.
      ii. Project Manager.
      iii. Project Engineer.

3. Meetings, Workshops, and Site Visits
   a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 2).

4. Deliverables
   a. Workshop agenda and notes.
   b. Town will be provided with an electronic copy for each deliverable.

5. Assumptions
   a. Town WTP Operations Staff shall attend Workshop No. 2.
   b. Anticipated impacts on user rates for the recommended improvements does not include a rate study analysis. Work proposed includes adding the cost of improvements over a 20-year horizon assuming a basis of single family equivalents or equivalent residential units (EQR) within the Town’s service area with a reserve ratio in accordance with Colorado’s State Revolving Fund requirements.

F. Task 6: Capital Improvement Plan Recommendations

1. Recommend short and long-term improvements to the WTP based upon the analyses in Task 4 and 5.
2. Prepare schedule for the recommended improvements with identified regulatory milestones.
G. Task 7: WTP Master Plan Report

1. Preparation of WTP Master Plan Report
   a. Prepare Draft WTP Master Plan Report and submit to the Town for their review and comment. Town will submit written comments to Dewberry within two (2) weeks after receipt of WTP Master Plan Report.
   b. Draft WTP Master Plan Report will include summary of the following:
      i. Demand and Growth Analysis
      ii. Treatment Alternatives and Recommended Improvements
      iii. OPCs
      iv. CIP Recommended Schedule and Milestones

2. Workshop No. 3
   a. Facilitate workshop with the Town to discuss the Draft WTP Master Plan Report. Workshop format scope includes video conference scheduled and managed by Dewberry.
   b. Workshop No. 3 will be attended by the following Dewberry personnel:
      i. Technical Advisor.
      ii. Project Manager.
      iii. Project Engineer

3. Finalize WTP Master Plan Report and submit final electronic copy to the Town.

4. Meetings, Workshops, and Site Visits
   a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 3).

5. Deliverables
   a. Workshop agenda and notes.
   b. Town will be provided with an electronic and hard copy for each deliverable.

6. Assumptions
   a. Town WTP Operations Staff shall attend Workshop No. 3.
   b. Additional iterations to prepare deliverables beyond what is described herein are considered Additional Services.
   c. Town shall review the Draft WTP Master Plan Report for any misrepresentations and inaccuracies prior to the Workshop No. 3 and discuss these items for correction in the meeting.
   d. Town shall review the Final WTP Master Plan Report for any misrepresentations and inaccuracies and report any thereof immediately to Dewberry for review.

III. ADDITIONAL SERVICES

Dewberry will furnish Additional Services for changes in this proposed Scope of Services or as requested by the Town and will provide an estimated fee for Additional Services. Dewberry will not perform Additional Services without prior written authorization from the Town. Additional Services not provided in this Scope of Services include, but are not limited to, the following:
A. Items identified as Additional Services in each task under the Assumptions subsections in SECTION II – SCOPE OF WORK.
B. Design, bidding, and construction-phase services.
C. Geotechnical evaluation: The need for a geotechnical investigation or extent of a geotechnical investigation and associated design services are not included in the proposed scope of services.
D. Assistance with the Town WTP permitting processes and funding applications, funding contract development, and administrative services following funding contract execution.
E. Permitting fees.
F. Conducting archaeological/ historical/property surveys, site survey, survey specific to identifying the boundary of the 100-year and 500-year flood elevation and infiltration and inflow analysis.
G. A task that is not explicitly included is explicitly excluded.

IV. PRELIMINARY PROJECT SCHEDULE

Dewberry estimates completion of the proposed scope of services within six (6) months from the notice to proceed.

1. The proposed project schedule was developed based on the Town providing the information delineated herein in a timely manner.
2. Dewberry is not responsible for time delays caused by circumstances beyond the control of Dewberry.

V. ENGINEERING FEE

Dewberry proposes to complete the proposed Scope of Services described herein for the following estimated lump sum fee with a total of $99,835:

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<td>Task 1: Project Management</td>
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<td>Task 2: Project Document Review and Kick-off Meeting</td>
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<td>Task 5: Long-term Alternatives Evaluation</td>
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<td>Task 6: Capital Improvement Plan Recommendations</td>
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<td>Task 7: Master Plan Report</td>
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<td><strong>Total</strong></td>
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VI. AUTHORIZATION

This Agreement authorizes Dewberry to provide engineering services described in this proposal per attached terms and conditions. Please contact me if you require any modifications to this Agreement or need any other assistance.
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<tr>
<th>Town of Silt - WTP Master Plan</th>
<th>PIC</th>
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**Task 1: Project Management**

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**Task 2: Project Document Review and Kick-off Meeting**

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**Task 3: Basis of Evaluation**

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**Task 4: Short-term Alternatives Evaluation**

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</tr>
</thead>
<tbody>
<tr>
<td>4.1 Raw water intake</td>
<td>68</td>
<td>$1,010.00</td>
</tr>
<tr>
<td>4.2 Pretreatment</td>
<td>14</td>
<td>$2,920.00</td>
</tr>
<tr>
<td>4.3 Sedimentation</td>
<td>8</td>
<td>$1,610.00</td>
</tr>
<tr>
<td>4.4 Filtration</td>
<td>14</td>
<td>$2,920.00</td>
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<tr>
<td>4.5 Disinfection</td>
<td>14</td>
<td>$2,920.00</td>
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<tr>
<td>4.6 Clearwell</td>
<td>2</td>
<td>$505.00</td>
</tr>
<tr>
<td>4.7 Backwash settling basin</td>
<td>8</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>4.8 Treatment matrix analysis and selection</td>
<td>8</td>
<td>$1,610.00</td>
</tr>
<tr>
<td>Town of Silt - WTP Master Plan</td>
<td>PIC</td>
<td>Total Fee $99,835</td>
</tr>
<tr>
<td>-------------------------------</td>
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</tr>
<tr>
<td>Total Hours</td>
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<td>$300 $7,480 $28,485 $61,200 $2,250 $110 $0 $0 $0</td>
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<td>Fee Total</td>
<td></td>
<td>$300 $7,480 $28,485 $61,200 $2,250 $110 $0 $0 $0</td>
</tr>
</tbody>
</table>

### Task 5: Long-term Alternatives Evaluation

**Task 5.1** Raw water intake: $1,310.00
- Hours: 6

**Task 5.2** Pretreatment: $1,910.00
- Hours: 10

**Task 5.3** Sedimentation: $1,910.00
- Hours: 10

**Task 5.4** Filtration: $1,910.00
- Hours: 10

**Task 5.5** Disinfection: $1,910.00
- Hours: 10

**Task 5.6** Clearwell: $1,910.00
- Hours: 10

**Task 5.7** Backwash settling basin: $1,910.00
- Hours: 10

**Task 5.8** Chemical feed systems and storage: $1,910.00
- Hours: 10

**Task 5.9** Treatment matrix analysis and selection: $1,910.00
- Hours: 10

**Task 5.10** Cost Evaluation: $1,910.00
- Hours: 10

**Subtask 5.10.1** Capital: $1,910.00
**Subtask 5.10.2** O&M: $1,910.00
**Subtask 5.10.3** User Rate Impact: $1,760.00
- Hours: 9

**Task 5.11** Workshop No. 2: $3,145.00
- Hours: 7

**Total Effort**: 114 hours
**Billable Rate**: $300.00

### Task 6: Capital Improvement Plan Recommendations

**Task 6.1** Regulatory Timeline: $1,530.00
- Hours: 6

**Task 6.2** CIP Timeline: $1,830.00
- Hours: 8

**Total Effort**: 20 hours
**Budget Revenue**: $27,225.00

### Task 7: WTP Master Plan Report

**Task 7.1** WTP MP Report: $0.00

**Subtask 7.1.1** Draft: $7,940.00
**Subtask 7.1.2** Workshop No. 3: $3,145.00
**Subtask 7.1.3** Draft Update with Comments: $3,220.00
**Subtask 7.1.4** Final: $1,610.00
- Hours: 12

**Total Effort**: 99 hours
**Budget Revenue**: $15,915.00

### Total Hours

- Total Hours: 34
- Total Effort: 408 hours
- Total Fee: $99,835

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Dewberry Fee Breakdown
Town of Silt WTP Master Plan
2/1/2022
ATTACHMENT B

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersedes any term or provision elsewhere in the Agreement in conflict with these STCs.

1. Period of Offer. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. Scope of Services. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
   a. The correctness or completeness of any document which was prepared by another entity.
   b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
   c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
   d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
   e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
   f. Site safety or construction quality, means, methods, or sequences.
   g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
   h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
   i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.
   j. Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements;

3. Your Oral Decisions. You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.

4. Proprietary Rights. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as public inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).

5. Fees and Compensation. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.

6. Period of Service. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Services or to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.

7. Reimbursable Expenses. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

8. Payment Terms. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to institute proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

9. Information from You and Public Sources. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.

10. Plan Processing. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.
11. Meetings and Conferences. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. Your Claims. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
   a. You shall give us written notice within 10 days of the date you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
   b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
   c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
   d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from the receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, identifying, hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.

14. Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

15. Payment of Other Professionals. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

16. Assignment and Third-Party Beneficiaries. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we deem necessary to render the Services, (ii) assign our rights to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.

17. Applicable Law and Forum Selection. The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, “Courts”) shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

18. Arbitration of Our Claims for Compensation. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award rendered thereunder shall be final and binding upon the parties. You shall not have any right to consolidate or combine any defense or appeal, or any remedy that you may have claimed or any defense by way of set-off or arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel; and you, and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.

19. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

20. Limitations on Liability. In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding the forgoing, you agree to indemnify us against any contrary claims, except for: (a) personal injury or property damage for which we are liable; (b) contractions caused by us; or for consequential, special, or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

21. Payment of Attorney's Fees. The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

22. Indemnification. You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.

23. Integration Clause. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

24. Notice. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.
February 1, 2022

Mr. Jeff Layman
Town of Silt
Town Administrator
231 N. 7th Street
PO Box 70
Silt, CO 81652

RE: Town of Silt Wastewater Treatment Facility Master Plan - Scope of Services Proposed Agreement

Dear Mr. Layman,

Dewberry is pleased to submit this proposal for professional engineering services for the Town of Silt Wastewater Treatment Facility Master Plan (hereinafter referred to as Project). This letter serves as our understanding of the Project background, scope, schedule, and fee.

I. PROJECT UNDERSTANDING

The following constitutes our understanding of the Project and serves as the basis for the proposed scope of services, schedule, and fee. Significant modifications to the Project may result in modifications to Dewberry's services and fees.

The Town of Silt (Town) owns and operates a 0.75 million gallons per day (mgd) wastewater treatment facility (WWTF) that was constructed in 2005 and subject to the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) regulations. An initial step in addressing the challenges posed by regulations is the development of the Town’s WWTF Master Plan. Project will consist of an evaluation of Town growth, WWTF, and WQCD regulations to assist the Town in budgeting and implementing recommended improvements.

This letter proposal includes seven tasks as detailed below.

1. Task 1: Project Management
2. Task 2: Project Document Review and Kick-off Meeting
3. Task 3: Basis of Evaluation
   1. Task 4: Short-term Alternatives Evaluation
   2. Task 5: Long-term Alternatives Evaluation
   3. Task 6: Capital Improvement Plan Recommendations
   4. Task 7: WWTF Master Plan Report

This proposal includes scope, schedule, and fee for the project. Scope of Services Proposed Agreement dated February 1 2022.

II. SCOPE OF SERVICES

The scope of services includes the following tasks for Phase 1:
1. Task 1-1: Project Management
2. Task 1-2: Project Document Review and Kick-off Meeting
3. Task 1-3: Basis of Evaluation
4. Task 1-4: Short-term Alternatives Evaluation

B. Task 1-1: Project Management

The project management task includes:

1. Manage Dewberry staff on Project budget, schedule, and quality goals.
2. Provide coordination and communication with team members.
3. Implementing Quality Assurance and Quality Control services on all products to the Town.
4. Preparation and review of invoices are included in this task.

C. Task 2: Project Document Review and Kick-off Meeting

1. Project Document Review
   a. Conduct one (1) on-site Kick-off Meeting with the Town to discuss project approach and objectives. Kick-off Meeting will coincide with the Field Site Visit.
   b. Kick-off Meeting and Field Site Visit will be attended by the following Dewberry personnel:
      i. Project Manager.
      ii. Senior Project Engineer.
      iii. Project Engineer.
   c. Field Site Visit
      i. Coordinate with Town WWTF Operations Staff to collect information on the major WWTF processes and equipment.
      ii. Interview operations staff to gather institutional knowledge of current and historical operations, maintenance, and performance.

2. Meetings, Workshops, and Site Visits
   a. One (1) joint Kick-off Meeting and Field Site Visit.

3. Deliverables
   a. Kick-off Meeting and Field Site Visit agenda and notes (electronic and hard copies).

4. Assumptions
   a. Town shall provide all documents available for the Project Document Review. Documents shall include, but not be limited to, five years of influent, operational, and effluent data, master planning reports, facility reports, permitting reports, regulatory documents, geotechnical reports, and as-built (record) drawings in PDF format. It is assumed these documents are accurate or current.
   b. Town Operations Staff shall be available for interviews during the Kick-off Meeting and Field Site Visit.
   c. Time for on-site meetings, workshops, and site visits includes travel time.
D. Task 3: Basis of Evaluation

1. Wastewater Characterization Evaluation
   a. Current and 20-year Future Conditions
      i. Service Area and Land Use
         - Review existing wastewater data and planning documentation related to the Town’s service area and land use to baseline the current service area and planned development.
         - Review existing wastewater data and planning documentation related to the Town’s potential future service area and land use to estimate potential future flows and loads.
         - Evaluate influent and effluent biochemical oxygen demand (BOD₅), total suspended solids (TSS), ammonia, total inorganic nitrogen (TIN), and phosphorus as part of the loading estimates (current and future) including annual average daily, maximum monthly, maximum daily, and associated peaking factors.
         - Evaluate influent average daily, maximum monthly, and maximum daily flows as part of the flow estimates. Project future flows and loads.
         - Evaluate existing intermediate process control data including plant data for RAS/WAS, digester decant, digested sludge influent to dewatering, dewatered solids, and hauling data.
      ii. Population: Current and 20-year Estimates
         - Review existing planning documents and perform a comparative analysis of past projections to County assessor and Town population and employment data to update current estimates.
         - Town shall coordinate with Dewberry to develop assumptions for the 20-year projections including population, future growth, expansion plans, flows, and loads.

2. Regulatory review
   a. Review CDPHE WQCD regulations applicable to the Town WWTF.

3. Meetings, Workshops, and Site Visits
   a. None, unless requested and approved by the Town as Additional Services.

4. Deliverables
   a. None, unless requested and approved by the Town as Additional Services.

5. Assumptions
   a. Town shall provide all documents necessary for the Wastewater Characterization Evaluation in electronic format. Documents shall include, but not be limited to: GIS mapping files, land use documents, master planning reports, facility reports, permitting reports, as-built (record) drawings in PDF format, population data, easement maps, and property maps. These documents will be assumed to be the best available information at the time of the request and are assumed to be accurate and current.
   b. Town shall provide Town five (5) years of historical wastewater data in Microsoft Office Excel format.
c. It is Dewberry’s understanding that infiltration and inflow data is not collected by the Town. Therefore, the Town will coordinate with Dewberry to estimate peaking factors.
d. Town shall provide wastewater financial operating records: expense and revenue summaries for the past five (5) years.
e. Town shall provide customer data by monthly volume, type, and fees.
f. Town does not have data for the refractory portion of nitrogen, phosphorus, and carbon in their wastewater; thus, assumptions for these species will be used in the proposed efforts if applicable.
g. Town shall provide electricity usage as well as sewer rate data for the past five (5) years, copy of the current sewer use ordinance, and significant industrial user (SIU) agreements with industries.
h. The request for preliminary effluent limitations (PELs) will not be submitted to CDPHE. Therefore, effluent limitations for metals, salts, electroconductivity, sodium adsorption ratio, cyanide, and temperature will not be included as part of the scope of services described herein as part of the evaluation consideration of those parameters.
i. Any and all communications with CDPHE do not definitively establish any future nutrient regulations imposed on the wastewater treatment plant. Projections of nutrient regulations and nutrient effluent limitations for the Town will be based upon discussions with CDPHE and the Town on Regulation 31: The Basic Standards and Methodologies for Surface Water (effective 06/30/20).

E. Task 4: Short-term Alternatives Evaluation

1. Perform a short-term treatment alternatives evaluation that includes the preparation of compilation of recommended WWTF improvements over the next ten (10) years.
   a. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
   b. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.

2. Facilitate meeting (Workshop No. 1) with the Town to discuss short-term treatment options and recommendations.
   a. Workshop No. 1 will be attended by the following Dewberry personnel:
      i. Technical Advisor.
      ii. Project Manager.
      iii. Project Engineer.

3. Meetings, Workshops, and Site Visits
   a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 1).

4. Deliverables
   a. Workshop agenda and notes.
   b. Town will be provided with an electronic copy for each deliverable.

5. Assumptions
a. Town WWTF Operations Staff shall attend Workshop No. 1.

F. Task 5: Long-term Alternatives Evaluation

1. Perform a long-term treatment alternatives evaluation that includes the preparation of compilation of recommended WWTF improvements over the next ten (10) to twenty (20) years.
   a. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
   b. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
   c. Estimate anticipated impacts on user rates for the recommended improvements.
   d. Alternatives evaluation will also include a qualitative evaluation of non-economic factors including ease of operation, environmental impact, ability to meet potential future regulatory requirements, upgrade capability, reliability, public acceptance, health and safety, and performance history.

2. Facilitate meeting (Workshop No. 2) with the Town to discuss long-term treatment options and recommendations.
   a. Workshop No. 2 will be attended by the following Dewberry personnel:
      i. Technical Advisor.
      ii. Project Manager.
      iii. Project Engineer.

3. Meetings, Workshops, and Site Visits
   a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 2).

4. Deliverables
   a. Workshop agenda and notes.
   b. Town will be provided with an electronic copy for each deliverable.

5. Assumptions
   a. Town WWTF Operations Staff shall attend Workshop No. 2.
   b. Anticipated impacts on user rates for the recommended improvements does not include a rate study analysis. Work proposed includes adding the cost of improvements over a 20-year horizon assuming a basis of single family equivalents (SFE) or equivalent residential unit (EQR) within the Town’s service area with a reserve ratio in accordance with Colorado’s State Revolving Fund requirements.

G. Task 6: Capital Improvement Plan Recommendations

1. Recommend short and long-term improvements to the WWTF.
2. Prepare schedule for the recommended improvements with identified regulatory milestones.
H. Task 7: WWTF Master Plan Report

1. Preparation of WWTF Master Plan Report
   a. Prepare Draft WWTF Master Plan Report and submit to the Town for their review and comment. Town will submit written comments to Dewberry within two (2) weeks after receipt of WWTF Master Plan Report.
   b. Draft WWTF Master Plan Report will include summary of the following:
      i. Flows and Loads Analysis
      ii. Treatment Alternatives and Recommended Improvements
      iii. OPCs
      iv. CIP Recommended Schedule and Milestones

2. Workshop No. 3
   a. Facilitate workshop with the Town to discuss the Draft WWTF Master Plan Report. Workshop format scope includes video conference scheduled and managed by Dewberry.
   b. Workshop No. 3 will be attended by the following Dewberry personnel:
      i. Technical Advisor.
      ii. Project Manager.
      iii. Project Engineer.

3. Finalize WWTF Master Plan Report and submit final electronic copy to the Town.

4. Meetings, Workshops, and Site Visits
   a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 3).

5. Deliverables
   a. Workshop agenda and notes.
   c. Town will be provided with an electronic and hard copy for each deliverable.

6. Assumptions
   a. Town WWTF Operations Staff shall attend Workshop No. 3.
   b. Additional iterations to prepare deliverables beyond what is described herein are considered Additional Services.
   c. Town shall review the Draft WWTF Master Plan Report for any misrepresentations and inaccuracies prior to the Workshop No. 3 and discuss these items for correction in the meeting.
   d. Town shall review the Final WWTF Master Plan Report for any misrepresentations and inaccuracies and report any thereof immediately to Dewberry for review.
   e. 

III. ADDITIONAL SERVICES
Dewberry will furnish Additional Services for changes in this proposed Scope of Services or as requested by the Town and will provide an estimated fee for Additional Services. Dewberry will not perform Additional Services without prior written authorization from the Town. Additional Services not provided in this Scope of Services include, but are not limited to, the following:

A. Items identified as Additional Services in each task under the Assumptions subsections in SECTION II – SCOPE OF WORK.
B. Design, bidding, and construction-phase services.
C. Geotechnical evaluation: The need for a geotechnical investigation or extent of a geotechnical investigation and associated design services are not included in the proposed scope of services.
D. Assistance with the Town WWTF Colorado NPDES permitting processes and funding applications, funding contract development, and administrative services following funding contract execution.
E. Permitting fees.
F. Conducting archaeological/historical/property surveys, site survey, survey specific to identifying the boundary of the 100-year and 500-year flood elevation and infiltration and inflow analysis.
G. Request preparation for and evaluation of preliminary effluent limitations (PELs).
H. Contacting industries for future growth and expansion plans, updating or developing treatment agreements with major contributing industries, and meetings with SIUs.
I. A task that is not explicitly included is explicitly excluded.

IV. PRELIMINARY PROJECT SCHEDULE

Dewberry estimates completion of the proposed scope of services within six months from the notice to proceed.

1. The proposed project schedule was developed based on the Town providing the information delineated herein in a timely manner.
2. Dewberry is not responsible for time delays caused by circumstances beyond the control of Dewberry.
V. ENGINEERING FEE

Dewberry proposes to complete the proposed Scope of Services described herein for the following estimated lump sum fee with a total of $99,855:

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<tr>
<th>Task Description</th>
<th>Amount</th>
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<tr>
<td>Task 1: Project Management</td>
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<td>Task 2: Project Document Review and Kick-off Meeting</td>
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<td>Task 6: Capital Improvement Plan Recommendations</td>
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<td><strong>Total</strong></td>
<td><strong>$ 99,855</strong></td>
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</tbody>
</table>

VI. AUTHORIZATION

This Agreement authorizes Dewberry to provide engineering services described in this proposal per the attached terms and conditions. Please contact me if you require any modifications to this Agreement or need any other assistance.

Dewberry Engineers Inc.                                                                                     Town of Silt

Signature:                                                                                                    Signature: 

Name: Patrick D. Radabaugh, PE                                                                               Name: Jeff Layman

Title: Senior Associate                                                                                       Title: Town Administrator

Date: February 1, 2022                                                                                       Date: 


ATTACHMENT B
STANDARD TERMS AND CONDITIONS
These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
   a. The correctness or completeness of any document which was prepared by another entity.
   b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on behalf.
   c. Favorable or timely comment or action by any governmental entity or any governmental entity that by law is a party to or is in any manner related to the Project, including any additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of:
   i. The correctness of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
   ii. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.
   iii. Your oral decisions.
   iv. Your written decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to your right to require us to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.

3. **Your Oral Decisions.** Our ability to render Special Services under this Agreement is conditioned upon your approval of the Special Services as described in the Agreement. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

4. **Fees and Compensation.** You agree to render Services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such Services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such Services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-3.

5. **Period of Service.** The provisions of this Agreement and the compensation provided for under this Agreement have been established in anticipation of the orderly and continuous progress of the Project and the rendering of the Services under the Agreement. We will provide any Services described in the Agreement for the period of time for which you reasonably may be required to perform the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.

6. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

7. **Repayment Terms.** You agree to reimburse us at any time and for any Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1¼% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based upon our estimate of the proportion of the total Services actually completed at the time of billing.

8. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.

9. **Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 4 above.

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11. Meetings and Conferences. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. Your Claims. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
   a. You shall give us written notice within 10 days of the time that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
   b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
   c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
   d. We shall have 60 days from receipt of your expert’s written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.

14. Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

15. Payment of Other Professionals. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

16. Assignment and Third-Party Beneficiaries. Neither party shall assign or transfer any rights, interests, or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an Affiliate of ours, in our sole discretion, with written notice to you (an Affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded to us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.

17. Applicable Law and Forum Selection. The Commonwealth of Virginia’s laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, “Courts”) shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

18. Arbitration of Our Claims for Compensation. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You shall have no claim or defense against us, or any damages, or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.

19. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party’s rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

20. Limitations on Liability. In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding the generality of the foregoing, for property damage, or property damage and bodily injury due to the presence of hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, or for any other reason, we shall be liable to you for the amount of our liability in dollars as determined by a court of competent jurisdiction.

21. Indemnification. You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 21.

22. Integration Clause. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

24. Notice. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.
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<th>Hours</th>
<th>Fee</th>
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<td>Task 7: WWTF Master Plan Report</td>
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Dewberry Fee Breakdown

Town of Silt
WWTF Master Plan
2/1/2022
SUBJECT: Out of Town water tap for 1742 County Road 214
PROCEDURE: Action Item

RECOMMENDATION: Approval / Authorization

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On or about September 18, 1979, the Town of Silt and Jim and Judy Mazuchi made agreement for the Sunrise Subdivision (located north of town above Eagles View and Stoney Ridge) to provide easement to the Town for its water tank needs, in exchange for the Town’s delivery of potable water to the subdivision. The agreement calls for the Town to give fifteen (15) single family residential units potable water and provide maintenance on the tanks, transmission lines, mains and hydrants. According to billing records, the Town currently services seventeen single family residential units.

Mr. Troy Kelly (Power of attorney for property) requests an additional water tap off the water main to service the property located at 1742 County Road 214. Since this property is located outside of Town limits, and per the Sunrise agreement the following is requirements for extension of services to him.

A. Pressure Zone 1. Water rates to all water consumers in pressure zone 1 outside the corporate limits of the town shall be 200 percent of the rates for in-town consumers as set by the board annually (or more often as necessary) by resolution, per EQR, in accordance with this code. Pressure zone 1 includes all areas serviced from the town’s main water storage system.
B. Pressure Zone 2. Water rates to all consumers in pressure zone 2 outside the corporate limits of the town shall be 200 percent of the rates for in-town consumers as set by the board annually (or more often as necessary) by resolution, per EQR, in accordance with this code. Pressure zone 2 includes all areas serviced from the water system located at the upper limits of the Sunrise Subdivision.

13.04.200 Meters – Separate required – Master meter allowed when.
The town shall require separate meters for each service connection and/or each dwelling unit. Upon a written request by a water consumer, the town may consider granting upon the water consumer the ability to install a master meter, as long as the account remains in the name of one individual or entity, and such balance on the account is paid by that one individual or entity. For purposes of this section, generally,
each separately conveyable unit shall have its own meter, except in the event of
condominiumization of some or all of the units within a building. Further, the town shall
consider each separate living unit one that has its own kitchen and bath facilities.

For each EQR point and portion thereof, as defined in this chapter, the amount of the
water system improvement fee for each new connection to the town’s water system
shall be as follows:
A. In-town. The board of trustees shall set the in-town rate water system
improvement fee per EQR by resolution annually, or as often as necessary, in the
board’s sole discretion.
B. Out-of-town. The fee shall be triple the amount of the in-town water system
improvement fee set by the board of trustees annually, based on one EQR per this
chapter.
C. The town shall charge the full amount of water system improvement fee per
EQR, or fraction thereof, based on the board’s resolution.

Mr. Kelly has been advised of all requirements by the Town, as well as being informed
that he will need to apply with Garfield County Road and Bridge for construction. The
Town’s water main that he will be attaching to lays in Sunrise Boulevard, which is a
County Road. Mr. Kelly has also been told of inspection requirements from the Town
for the connection to the main as well as the meter pit installation. Once installed the
maintenance for the service line will be the responsibility of the Homeowner from the
corporation stop to the house, per Town code.

PRESENTED BY: Public Works Director Trey Fonner
DOCUMENTS ATTACHED: Mr. Kelly’s application and map of the area

TOWN ATTORNEY REVIEW [ ] YES [ ] NO INITIALS ___

SUBMITTED BY: Reviewed By:

Trey H Fonner, Public Works Director

Jeff Layman, Town Administrator
 Permit No. 22-05

Zone District ____________________________

Job address: 1742 County Road 214

Legal Description: Section: 31 Township: S Range: 26 Section 31 Partial 365

Lot No. 3 Block ___________ Filing ____________ Subdivision: Prettis Subdivision

Owner: Gerald L. Kelley Phone No. 720-657-0321 (cancel Kelley note)

Mailing address: 1742 County Road 214

Email address: jerrykelley400@hotmail.com

Contractor: ___________ Town of Silt License: Phone No. 

Describe Work: New curb
tape New Repair

Sq ft of Lot(s): 3,769 Acres Lot Coverage (Include Overhangs): 

Total Sq ft. or linear ft. of project: 3769 Water Line Number of Stories: 1

Number of Dwelling Units: 1


No excavation shall occur within the boundaries of any street, alley, or other public way or of any easement or right-of-way dedicated to the use of the public or designated for public use, or within any park or public ground, area or place within the town limits of the town, or within the boundaries of any sidewalk along any such designated area, without a written permit from the town first having been obtained. Excavation shall not be allowed on weekends, holidays, or before 7:00 am and after 5:00 pm Monday thru Friday without written permission from the Town of Silt. This permit shall be valid and effective for as short a period of time as is possible, and in no event for more than seven calendar days in order to permit the applicant to accomplish the purposes for such excavation or cutting. If more time is needed to complete project you must file for an extension at least 30 days prior to expiration of this permit. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

**REMINDER**

You must call for utility locates at 811 or 1-800-922-1987 at least 3 business days prior to digging for your project to prevent possible fines. The law has changed regarding rules for excavation. For more information, call the number above or go to the Colorado Utility Notification website: www.colorado811.org

Signature of Owner/Contractor / Date ______________________

Signature of Building Department ______________________

Exavation Fee - $50.00 
Street Cut Fee - $200.00  
Street Cut Bond - $4,500.00

Total Due: ____________________________  
Date Paid: ____________________________ 
Receipt #: ____________________________

Building Dept Approval: ____________________________  
Planning Dept Approval: ____________________________  
Flood Plain: Yes ( ) No ( )  
(If yes, see attached comments)
BOARD OF TRUSTEES REGULAR MEETING
February 14, 2022

AGENDA ITEM SUMMARY

SUBJECT: Coal Ridge Trail Cost Estimate

PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: At the Board’s joint meeting some months ago with the Garfield County Board of County Commissioners, Silt was invited to apply for Conservation Trust Fund dollars for use on the proposed Coal Ridge Trail. We have been invited to attend the February 22 BoCC meeting to formally request these funds.

At that meeting, I will request that Garfield County Government contribute its 2022 and 2023 Conservation Trust Fund allowance to the Town of Silt for the purpose of preparing to construct a recreation trail from the Town of Silt to Coal Ridge High School in unincorporated Garfield County. We have been told that it may total up to $200,000 per year.

The funds will be used for title research; right-of-way and boundary mapping; topographic surveying; subsurface utility engineering; geotechnical testing; civil engineering designs for the trail, retaining walls, the ditch pipeline, and Highway improvements; preparing legal exhibits and negotiating easements; CDOT permitting; and coordination with the Cactus Valley Ditch Company and Garfield RE-2 School District. Planning and engineering are estimated to cost $175,000-$250,000.

Town Engineer Deric Walter has preliminarily estimated the project to cost in the range of $5.0MM-$5.8MM. This is a result of his review and update of the conceptual engineering design prepared in 2009 for the Davis Point portion of the project and setting a preliminary route for the rest of the path.

Given this cost estimate, I wanted to discuss our request of the BoCC with the Board of Trustees first to make sure that this project would remain a top priority and the Town would be willing to commit to this expenditure.

It is worth noting that although the Board identified building the Coal Ridge Trail as a priority during the 2022 budget process, the project is not listed by name in the recently adopted Parks, Recreation and Culture Master Plan. Trails are mentioned in the context of installation in “under-served areas” (page 12) and in repairing and improving “Park Trails Access” (page 72).

I would be remiss if I did not mention that there are many other parks needs identified in the master plan and elsewhere that might out-rank this trail. Replacing dangerous sidewalks and rec paths that provide access to parks in Town, replacing the gazebo at Veterans Park, replacing worn out playground equipment in several parks, consideration of adding restrooms at Flying Eagle Park and converting Gateway Park to a xeric demonstration area are several examples.
The Board has money in the 2022 budget earmarked for sidewalk and trail repair and replacement.

That said, it is true that a “shovel-ready” trail plan would be easier for a grant-funder to contribute to than a concept. This funding is anticipated to get the plan to “shovel-ready”. It is also true that the LOVA Trail organization would likely be interested in helping to seek grants for the work.

PRELIMINARY AND CONCEPTUAL BUDGET (Town Engineer Deric Walter):

$0.5M: 900 LF Cactus Valley Ditch Pipeline
$2.8M: Highway 6 Improvements around Davis Point
$0.3M: Easements
$0.8M: 7100 LF Trail Construction

$4.4M: Subtotal

$0.4M Design & Construction Administration (10%)
$0.9M: 20% Contingency

$5.7M: Total

RECOMMENDATION: The Board should have a discussion as to whether it is prepared to make a commitment to the BoCC to build the trail unilaterally, if necessary, and give direction to the Town Administrator on the message he should convey. One alternative might be to delay the BoCC request and refer the matter to the Parks, Recreation and Culture subcommittee to make a recommendation to the Board of Trustees.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

TOWN ATTORNEY REVIEW: / / Yes / x / No

DOCUMENTS ATTACHED: Draft Request for Funding for the Garfield Board

SUBMITTED BY: Jeff Layman

Jeff Layman, Town Administrator

REVIEWED BY: Sheila M. McIntyre, Town Clerk
GARFIELD BOARD OF COUNTY COMMISSIONERS  
February 22, 2022

REQUEST FOR FUNDING SUPPORT

SUBJECT: Town of Silt to Coal Ridge High School Recreation Trail

REQUESTED ACTION: Assignment of 2022 Garfield County Conservation Trust
Fund Contribution to this project

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The purpose of my appearance before the Board is to request that Garfield County Government
contribute its 2022 and 2023 Conservation Trust Fund allowance to the Town of Silt for the
purpose of preparing to construct a recreation trail from the Town of Silt to Coal Ridge High
School in unincorporated Garfield County.

The funds will be used for title research; right-of-way and boundary mapping; topographic
surveying; subsurface utility engineering; geotechnical testing; civil engineering designs for the
trail, retaining walls, the ditch pipeline, and Highway improvements; preparing legal exhibits and
negotiating easements; CDOT permitting; and coordination with the Cactus Valley Ditch
Company and Garfield RE-2 School District.

Although the intent of this effort is to get the project “shovel-ready”, any funds left over will be
used to begin construction of the trail. The total cost of the project is not known at this time, but
is thought to be in the range of $5.0MM-$5.8MM, which is mostly related to conflicts with the
Cactus Valley Ditch and the need to adjust US Highway 6 around Davis Point.

Town Engineer Deric Walter is studying and updating the conceptual engineering design
prepared in 2009 for the Davis Point portion of the project and setting a preliminary route for the
route for the rest of the path.

SPECIFIC REQUEST: That Garfield County contribute its Conversation Trust Funds for the
above work for 2022 and consider same for 2023.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED:

SUBMITTED BY:

Jeff Layman, Town Administrator
Town of Silt
Town Engineer Deric Walter’s estimate of costs for the Coal Ridge Trail:

$0.5M: 900 LF Cactus Valley Ditch Pipeline
$2.8M: Highway 6 Improvements around Davis Point
$0.3M: Easements
$0.8M: 7100 LF Trail Construction

Subtotal: $4.4M

$0.4M Design & C/A (10%)
$0.9M: 20% Contingency

Total: $5.7M
Pipe the Cactus Valley Ditch (900 LF±)
Realign & Widen US Highway 6 per 2009 Study for At Grade Trail Behind Jersey Barriers (Option #3)
Trail Constructed Over the Ditch Maintenance Road
Connect to the existing asphalt trail
Realign & Widen US Highway 6 per 2009 Study for At Grade Trail Behind Jersey Barriers (Option #3)
DATE: January 20, 2022

TO: Board of Trustees of the Town of Silt

FROM: Karp Neu Hanlon PC, Town Attorney

RE: Ordinance No. 6, Series of 2022, An Ordinance of the Town of Silt, Colorado, Amending Chapters 3.32 and 5.04 of the Silt Municipal Code Pertaining to Lodging Tax and Business Licenses in Order to Facilitate the Operation of Short-Term Rentals in the Town

At the direction of the Board of Trustees ("Board"), we have prepared the attached draft ordinance that regulates short-term rentals in the Town of Silt by requiring them to pay lodging tax and obtain a business license. At a Board meeting in late 2021, the Board asked us to draft an ordinance adopting a straightforward approach to regulating short-term rentals of residences by requiring providers of short-term rentals to pay applicable taxes to the Town and obtain a business license from the Town. This ordinance amends the definitions in the lodging tax and business license sections of Silt’s Municipal Code ("Code") to accomplish both of those goals.

This ordinance does not make any changes to Silt’s Zoning Code; therefore, review by the Planning and Zoning Commission is not required.

Lodging Tax

Chapter 3.32 of Silt’s Code imposes a lodging tax on “the price paid or charged for the leasing or rental, for less than thirty (30) consecutive days, of any lodging accommodation in the town of Silt.” Silt Code Sec. 3.32.030. The current lodging tax rate is 2.5%. The amendments in Section 1 of the ordinance would amend the definitions section of the code pertaining to lodging tax, Silt Code Sec. 3.32.021 as follows:

- Add a definition of “short-term rental” as “the rental or lease of an entire residential property or any portion thereof for a period of less than thirty (30) consecutive days in exchange for payment or consideration.”

- Add “short-term rental of a private residence” to the list things covered by the definitions for “lodging accommodation” and “lodging services.”
Adding and modifying these definitions will mean that short-term rental providers are expressly required under the Code to remit lodging taxes to the Town.

Business License

Chapter 5.04 of the Code requires business in the Town to receive a license from the Town before doing business in the Town. Silt Code Sec. 5.04.020 (“It is unlawful for any person . . . to commence or carry on any kind of lawful business, profession, vocation or occupation in the city without first having procured a license from the town so . . .”).

Section 2 of the ordinance amends the definitions of “Business” in Section 5.04.010(A) to clarify that “Business” includes “the provision of a short-term rental as defined in section 3.32.021 [the lodging tax definitions].” By clarifying that providing a short-term rental is a “business” under the Code, the Code will require providers of short-term rentals to get a business license to operate in the Town.
AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTERS 3.32 AND 5.04 OF THE SILT MUNICIPAL CODE PERTAINING TO LODGING TAX AND BUSINESS LICENSES IN ORDER TO FACILITATE THE OPERATION OF SHORT-TERM RENTALS IN THE TOWN.

WHEREAS, the Town of Silt (“Town”) is a Colorado home rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Silt Home Rule Charter; and

WHEREAS, pursuant to C.R.S. Section 31-15-103, the Board of Trustees of the Town of Silt, Colorado has the authority to make and publish ordinances necessary and proper to provide for the safety, health, prosperity, and order of the Town; and

WHEREAS, the Board desires to amend the current Town of Silt Municipal Code (“Code”) provisions pertaining to business licenses and lodging tax to address the growth of short-term rentals in the Town; and

WHEREAS, the Board desires to permit the use of residential properties in the Town for short-term rentals not to exceed thirty (30) consecutive days, provided that the residential property owner offering the short-term rental (1) applies for and receives a business license and (2) remits the applicable lodging tax to the Town; and

WHEREAS, the Town gave proper and timely published and/or posted notice of the dates and times of the public hearings at which Board considered this ordinance; and

WHEREAS, the Board has determined that the adoption of this ordinance and the amendments set forth herein are necessary and proper to provide for the safety, health, prosperity, and order of the Town.

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

SECTION 1

Section 3.32.021 of the Silt Municipal Code is hereby amended as follows, with double underlined text added and strike through language deleted:

***
"Lodging accommodation" means any room in a hotel, apartment hotel, bed and breakfast, lodging house, fractional fee club, time share, short-term rental of a private residence, motor hotel, guesthouse, guest ranch, trailer coach, mobile home, auto camp, or trailer court and park, or any such similar place that furnishes sleeping accommodations for commercial purposes.

* * *

"Lodging services" means the furnishing of rooms or accommodations by any person, partnership, association, corporation, estate, representative capacity or any other combination of individuals by whatever name known to a person who for a consideration uses, possesses, or has the right to use or possess any room in a hotel, apartment hotel, bed and breakfast, lodging house, short-term rental of a private residence, motor hotel, guesthouse, guest ranch, trailer coach, mobile home, auto camp, or trailer court and park, for a period of less than thirty (30) consecutive days under any concession, permit, right of access, license to use, or other agreement, or otherwise.

* * *

"Person" means any individual, firm, partnership, joint venture, corporation, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by the court or otherwise, or any group or combination acting as a unit, and includes a plural as well as a singular number.

“Short-term rental" means the rental or lease of an entire residential property or any portion thereof for a period of less than thirty (30) consecutive days in exchange for payment or consideration.

"Taxpayer" means any person obligated to account to the town for taxes collected or to be collected under the terms of this chapter.

* * *

**SECTION 2**

Section 5.04.010 of the Silt Municipal Code is hereby amended as follows, with double underlined text added and strike through language deleted:

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

A. "Business" includes all kinds of vocations, occupations, professions, enterprises, establishments and all other kinds of activities and matters, including the provision of a short-term rental as defined in section 3.32.021, together with all devices, machines, vehicles and appurtenances used therein,
any of which are conducted for private profit or benefit, either directly or indirectly, within the town.

B. "Casual sale" means an individual, single or incidental transaction which in itself does not constitute the carrying on of business.

C. "License" or licensee," include, respectively, "permit" or "permittee," or the holder for any use or period of time of any similar privilege, whether relevant to any provision of the ordinance codified at this chapter or any other ordinance of the town.

SECTION 3

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

SECTION 4

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

INTRODUCED, READ, AND APPROVED ON FIRST READING this 24th 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 14th day of February 2022, at 7:00 PM in the Town Hall, Town of Silt, Colorado.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
February 14, 2022

AGENDA ITEM SUMMARY

SUBJECT: Continued first reading of Ordinance No. 7, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS R-2 AND PUBLIC UTILITY DISTRICT A TWO-ACRE ENCLAVE LOCATED WEST OF CAMARIO SUBDIVISION, NORTH OF GRAND AVENUE AND EAST OF KIM DRIVE WITHIN THE TOWN OF SILT, COLORADO (staff requests a continuance to February 28, 2022)

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Due to an error in noticing the public hearing, staff is asking that you continue this item to the February 28 Board of Trustees meeting

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY: Planner Chain

PRESENTED BY: Planner Chain

DOCUMENTS ATTACHED: Ordinance No. 7, Series 2022

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

SUBMITTED BY: Sheila M. McIntyre, Town Clerk

REVIEWED BY: Jeff Layman, Town Administrator
MEMORANDUM

TO: Mayor Richel and Members of the Board of Trustees

FROM: Mark Chain, Planner

DATE: February 8, 2022

RE: Suggested Code Changes to Title 17 zoning

Based on feedback I heard at the last work session between the Planning Commission and the Board, I took some items to the Planning Commission related to matters that I thought needed to be amended in Title 17 – Zoning - of the Silt Municipal Code. There are a number of other things I would like to update in the long run but I believe here are some items that can be handled quickly and they deal with process. I believe they can improve the process related to land use applications, the filing of such applications and the review by both the Commission and the Board.

The Planning Commission, after discussion at their February 1 meeting, made a motion to amend the code in the following 4 areas. There was also an additional item that I brought up as a separate agenda item and they decided not to take any action on that matter. That was a clarification of storage in the Silt Trade Center.

I’m trying to have a public hearing on these matters in front of The Planning Commission at their March meeting, though it may occur in April. I wanted you to know what is being discussed so that if you have any concerns or if you think they are bad ideas we can have that discussion right away.

The proposed amendments to the Zoning Code – Title 17 are noted below with the quick background of each item:

1. Require a public hearing in front of Planning Commission for Site Plan Reviews – 17.42.055

2. Require a public hearing in front of Planning Commission for Special Use Permits – 17.78.040 B

3. Include in the Site Plan Review Process a time limit for construction to be initiated (AKA a lapse of approval condition).

4. Add an Open Space Zone District to the Schedule of Zone districts.
Quick discussion on these items below:

**Public Hearing in front of Commission for Site Plan Reviews.** The Planning Commission is a decision-making body for a site plan review; though it can be appealed to the Board of Trustees. Right now, site plan reviews are just reviewed at a regular planning commission meeting with no notice to surrounding property owners. Sometimes these are very simple; but sometimes they can be complex. Oftentimes, people don’t even know that something is being proposed. While it is a procedural step and a cost for an applicant to send out these notices, I think oftentimes neighborhoods would like to know what is going on. It is part of being transparent to surrounding property owners and neighbors.

**Public Hearing in front of Commission for Special Use Permits.** Right now, the Board is the decision-making body for a Special Use Permit. There is a recommendation to the Board by the Planning Commission. But this review by the Commission is at a regular meeting and not a public hearing. Once again, the surrounding property owners are not advised of any review by the Planning Commission for proposed development. If something is controversial and a number of neighbors attend a Board Meeting and it is contentious; that hearing will have a totally different flavor and discussion of the pros and cons than would have occurred at the Planning Commission. And the Board won’t have the information from a more detailed discussion in front of the Commission. Used properly, discussion at the Planning Commission can help inform the Board and a better decision be reached. **It also allows the Board to many times be more efficient with land use discussion so they can focus more on strategic items, which to me as their primary role.**

**Time Limit for Site Plan Review approval/lapse of approval.** I have found nothing in the town code which specifies the length of time for which a site plan review is effective. Usually, people want to come in and proceed to construction quickly but, if something happens and construction/activity is not taken for a significant period of time, conditions may have changed and what was proposed may no longer be appropriate for that neighborhood or area if a significant period of time occurs. Also, various codes – building and zoning – can evolve and once again a prior approval may no longer seem appropriate after a significant amount of time. I would recommend a six month or one-year time period for which any site plan review is effective. We can build in a couple of extensions so someone can have the ability to construct in, let’s say a two-year time.

**Creation of an Open Space District.** The Town does not have an “Open Space” zone district per se. The town’s parks are usually zoned Public Utility. The towns zone districts are established in Section 17.12.010. The code states: “the Public Utility District is established as a district in which the principal use of land is for the construction, manufacture, storage and use of public facilities and public utilities. **It is the intention of these regulations to establish areas within the town for**
facilities that serve the town of public services, including, without limitation, water and wastewater, irrigation water, maintenance shops, and administrative offices”.

Basically, the primary uses are for some type of infrastructure and active recreation, ball fields, passive use is not enumerated. I would recommend that we add an Open Space District for town park and recreational uses and that it be added to the towns list of Zone Districts. We can re-zone what are really park facilities later on this year.

These are 4 simple things which I think should be evaluated for modification in the town zoning code. Yes, a few hearings may be more contentious but it also makes the town’s development process and what is happening in town more transparent to the general citizen.
Date: February 14, 2022
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities, initiatives and news:

- **Franchise Agreement Negotiation—Xcel**: We have swapped drafts with Xcel and continue to work toward a conclusion.

- **Two Acre Enclave (Ruiz property purchase)**: The closing is scheduled for February 28.

- **DOLA “Main Street” grant**: Trey has completed and submitted this grant application for 500 Block of Main Streetscape project.

- 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.
  - BLM letter inviting the Town to participate as a cooperating agency in the NEPA process regarding evaluating alternative management approaches to conserve the Greater Sage Grouse and habitats. Should any Trustee wish to participate, we will help facilitate.
  - Thank You card from “Journey Home Animal Care Center” formerly the Rifle Animal Shelter for the Town of Silt’s support in the building campaign.

- See attached newsletter articles for additional initiatives and activities.
Policy Initiatives, Goals, Priorities (other than Capital Projects)

- Support the Silt Historical Society, as appropriate
  - We’ve included the SHS in the brochure on which we’re nearing completion, have donated the beer trailer to them and are curating some old photos for the walls of Town Hall.
- Continued work toward I-70 Interchange improvements
  - Meeting this week with the IMTPR to lobby for our interchange against other projects.
- Continued progress on OHV goals and objectives
  - Commissioners have agreed to amend their ordinance. We’re working with the staff to get this done.
- Complete the amended Personnel Rules and Regulations and present to the HR Subcommittee
  - Complete and adopted
- Complete the Financial Policy document and present to the Board of Trustees
  - Complete and adopted
- Progress on Parks, Recreation and Culture Master Plan
  - Complete, adopted with follow up in progress
- Begin to plan for spool up on next summer’s Irrigation Program, including an emphasis on Xeric options
  - Contact made with CSU extension on providing information to homeowners
  - Looking into grant opportunities for incentive programs
- Develop a use permit system for Silt Island Park to charge impact fees for use
  - No progress
- Follow up on purchase planning for Island property across from Silt Island Park with AVLT
  - Recent conversation with AVLT revealed an opportunity to try again; more info to follow.
- Focus on economic development: Marketing our Opportunity Zone Status; regain ASAP energy
  - Valley Town Managers are meeting with RREDC next week to discuss thoughts/ideas around regional economic development
- Events: Concert Series, Farmer’s Market, Kid’s events.
  - We met with Chamber officials last week to plan how we can work together to leverage resources for this summer’s events
- Follow up on Parks, Recreation and Culture Master Plan
  - Up next: schedule follow-up meeting of subcommittee
- Continue to improve Communications with Constituents: two-way communication
  - Implementing “TextMyGov” program
- Continue Exploration: Roy Moore Park and Gym (Community/Rec Center)
  - Met with RE2 representatives. We will produce a “white paper” on proposed concepts.
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
10 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...
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
15 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@townofsalt.org.
If you no longer wish to receive emails please unsubscribe

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"We aspire to be an essential partner with youth and families to restore their hope and view of what’s possible."

Town of Salt Council Members,

Thank you for keeping YouthZone in your hearts and your recent contribution. Your support of YouthZone is the community has far reaching effects that are not always seen with the eyes, but felt with the heart.

Deep gratitude,

Chris Way
Development
Dear Cooperator,

The Bureau of Land Management (BLM) is preparing an environmental impact statement (EIS) to analyze and disclose the potential effects of amending management plans for Greater sage-grouse and sagebrush habitats on public lands. The BLM invites you to participate in the process as a cooperating agency in this National Environmental Policy Act (NEPA) and land use planning processes.

**Project Background:** The BLM amended or revised land use plans in 2014 and 2015 in the States of California, Colorado, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Utah, and Wyoming (2015 Sage-Grouse Plan Amendments) to provide for Greater sage-grouse conservation on public lands. Subsequently, the BLM amended several of those plans in 2019 in the States of California, Colorado, Idaho, Nevada, Oregon, Utah, and Wyoming (2019 Sage-Grouse Plan Amendments). The BLM has determined that 2019 Sage-Grouse Plan Amendments (and for Montana, North Dakota, and South Dakota, the 2015 Sage-Grouse Plan Amendments) are potentially inconsistent with new science and changes affecting the BLM’s management of the public lands, including the effects of climate change (e.g., drought, loss of habitat, more frequent wildland fires, less riparian areas).

The BLM is initiating this land use planning process to evaluate alternative management approaches to contribute to the conservation of Greater sage-grouse and sagebrush habitats. The land use planning process will address the management of Greater sage-grouse and sagebrush habitat on BLM-managed public lands in the States of California, Colorado, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Utah, and Wyoming. Additional information regarding these efforts can be found at [https://eplanning.blm.gov/eplanning-ui/project/90121510](https://eplanning.blm.gov/eplanning-ui/project/90121510).

**Invitation to Participate as a Cooperating Agency in the NEPA Process:** Applicable regulations provide that state agencies, local governments, tribal governments, and other federal agencies may serve as cooperating agencies during the EIS process if they have either jurisdiction by law or special expertise (40 CFR 1508.5). Cooperating agency status provides the opportunity for us to work together collaboratively and to enhance the BLM’s planning efforts. More information about being a cooperating agency can be found here: [https://www.blm.gov/sites/blm.gov/files/Services_CADRCooperatingAgencyGuide.pdf](https://www.blm.gov/sites/blm.gov/files/Services_CADRCooperatingAgencyGuide.pdf)
Based on our preliminary evaluation, we believe that you meet the cooperating agency criteria described in 40 CFR 1508.5. If you are interested in becoming a cooperating agency, please respond to this letter and we will provide more details about this process (e.g., describing the process to establish a Memorandum of Understanding (MOU) that defines and explains expectations and time commitments). Please be assured, that whether you elect to become a cooperating agency or not, we will afford your agency ample opportunities to participate in the NEPA process.

If you have any questions regarding the project, or require any additional information, please contact Leah Waldner, Sage-Grouse Coordinator for the BLM Colorado State Office at lwaldner@blm.gov or (970) 244-3045. The BLM believes that gaining your expertise and perspective is important to the success of the EIS and subsequent management strategies. Thank you for your timely consideration of this invitation to participate in the NEPA process as a cooperating agency. We look forward to your response.

Sincerely,

Jamie E. Connell
BLM Colorado State Director

Attachment: Map of Preliminary Project Boundary
January 25, 2022

Sheila McIntyre
Town of Silt
PO Box 70
Silt, CO 81632

Dear Sheila,

Thank you for your generous support over the past year. It is because of donors like you that we are able to help so many animals searching for a second chance. Below is a list of your 2021 contributions to our organization. If you are a monthly giver, all monthly pledge payments will not be listed below. However, the total does reflect the total of the pledge payments made as well as any additional gifts made.

Gift Amount | Gift Date
---|---
1/21/2021 | $10,000.00

Total: $10,000.00

We look forward to your continued support next year as we work together to make life changing moments happen for many more animals and their people!

Sincerely,

Kalli Wilson
Director of Development
kalli@jhacc.org
(970)625-8808 ext. 1013
Tax ID: 84-1500637
Memo

To: Jeff Layman, Town Administrator

From: Trey Fonner, Public Works Director

Cc: File

Date: February 3, 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.

- Dig and cover grave (2)
- Work on plow trucks
- Sand and plow as needed
- Work on Mini x
- Remove piles of snow to make room for more
- Collect information on Silt River Preserve well for new permit
- Remove fallen tree from Eagles View Park
- Repair west bulk water
- Clean shop
- Remove trees from Silt Island Park
- Remove ice from Police station parking area
- Did you know the average person will spend 6 months waiting for red lights to turn green
- Burn slash piles at Silt River Preserve
- Replace lights on cross at cemetery
- Clean out wastewater main blockage
- Repairs and maintenance at Senior Housing
- Fill pot holes through out Town
- Clean up ice on South Golden
- Work on backhoe
- New floor installed at Town Center
- Repaint Town Center
- Call out for water leak at 101 North 5th street
- Trim trees along Stoney Ridge Trail
- Build covers for irrigation pumps
- Work on Cemetery Road

Water/Wastewater Plants

- Replace vacuum ejector on skid one
Daily, weekly and monthly lab work
Collect state samples and send to state lab
Replace valve actuators on skids
Continue to work on installing new air system at Water plant
Back up AccuTab system rebuilt and back in service
Work with Dana Kepner to figure out issues with meter reads
Read meters
Hang door hangers for late notices
Water shutoffs due to non-payments
Produce sludge as scheduled
Replace pump on polymer feed system
Repair Arlat screw press
Install fire cabinets for storage of flammable materials
Tour Panonia’s water plant
Produced 8,255,733 gallons of water

Charging Station
- Station is offline now data for January
- Working to get it fixed with the company

Bulk Water Numbers
- 213752 gallons dispensed at coin operated system
- 569 gallons dispensed at coin operated system

Public Works Director
- Weekly staff meeting
- Revitalize main street grant workshop
- Write revitalize main street grant
- Event planning meeting
- County hazards mitigation meeting
- Meet with Aspen Valley Land Trust on Silt River Preserve
- Tour Panonia’s water plant
- Meeting on HUP water rights
- I-70 Ped and bike overpass meeting
- IMTPR prep meeting with the County
- Text my gov training and going live
- Waterline extension and easement meeting
- Fee schedule discussion meeting
- Roy Moore property meeting with the School District
- Rislenale pre application meeting
- Newberry meetings on plants
- Meeting with CRFR on wildland mitigation
- Xeric landscaping meeting
- GCFMLD luncheon
## BULK WATER NUMBERS

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<tr>
<th>MONTH</th>
<th>Coin 2020 gallons</th>
<th>Coin 2021 gallons</th>
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<tr>
<td>January</td>
<td>349,270</td>
<td>369,533</td>
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<tr>
<td>February</td>
<td>321,788</td>
<td>327,708</td>
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<tr>
<td>March</td>
<td>477,966</td>
<td>422,987</td>
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<td>931,424</td>
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<td>May</td>
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<tr>
<td>July</td>
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<td>682,707</td>
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<td>September</td>
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<tr>
<td>December</td>
<td>378,193</td>
<td>212,006</td>
</tr>
<tr>
<td>TOTAL</td>
<td>6,890,152</td>
<td>4,579,616</td>
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</table>
Date: February 8, 2022
To: Mayor, Trustees and Administrator Layman
From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk
Re: Staff report for January 2022

Town Clerk duties:

- Assisted with location of graves
- Coordinating with two families and funeral home for burials, prepared deeds
- Finalized nomination petitions for upcoming election
- Met with Mark Chain re: P&Z packet
- Attended HR sub-committee meeting
- Meetings with attorneys re: upcoming election
- Prepared public notice to adjoining property owners for zoning request
- Training Dusti on P&Z meetings and preparation, attended P&Z meeting
- Signed A/P and payroll checks
- Verified public notice receipts from 200' property owners for application
- Research for various staff
- Attended staff meetings
- Attended election webinar
- Processed liquor license renewals
- Reviewed liquor license transfers
- Attended meetings with TextMyGov
- Misc to prepare for upcoming election (calendar, notice in paper, petition prep, PSA’s, forms, etc.)
- Prepared and emailed various public notices to newspaper
- Prepared and sent out BOT packets, attended and followed up on meetings, transcribed minutes
- Attended BOT work sessions and meetings and picked up food
- Prepared proclamation
- Research re: liquor at events center and attended meeting with applicants
- Worked on fee schedule revision
- Index filing and purging of documents
- Signed business licenses
- Ran errands: bank deposits, City Market, post office
- Prepared directives list
• Meeting with applicants re: Brewery
• Verified signatures on nomination petitions
• Customer service
• The origin of the word “sinister” reflects a historical bias against left-handed people. It comes from the Latin word “left,” which was also seen to be unlucky or evil

Municipal Court & Police Dept. duties:

• Prepared for court, provided docket notes for prosecutor
• Attended court and completed follow up
• Processed appearance bonds
• Worked on bond forfeiture
• Assisted with purging of sensitive documents
• Contacted defendants to reschedule court
• Processed plea deals approved by Judge
• Input municipal tickets and parking tickets along with payments
• Completed new MTC books for the officers
• Emailed Warrantless Affidavits
• Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
• Processed court files after court with Judges' orders
• Filing
• Processed late payment letter for parking tickets
• Prepared request letter to VALE Board
• Ordered Peace Officer Handbooks and pocket law books for officers
• Prepared end of year report re: municipal court
Date: January 31, 2022

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

Tasks Completed in January

- Bulk Water
- Purchasing
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Accounts Payable
- Accounts Receivable
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Grant Management & Reimbursement request of $500,000
- Sales Tax
- Monthly Disbursements
- Budget Book completed
- Budget Submitted and Approved by DOLA
- 1099’s & W2’s
- Senior Programs Meeting
- Zoom meeting hosting for Board meetings

Three 2022 annual budgets and two 2021 supplemental budgets were submitted to DOLA on January 25, 2022. The supplementals were approved on January 27,2022. The annual budgets were approved on January 28, 2022.

Australia is wider than the moon. The moon sits at 3400km in diameter, while Australia’s diameter from east to west is almost 4000km.
TOWN OF SILT
REGULAR PLANNING AND ZONING COMMISSION MEETING
January 11, 2022 – 6:30 P.M.
HYBRID MEETING

The Silt Planning and Zoning Commission held their regularly scheduled meeting on Tuesday, January 11, 2022. Chair Classen called the meeting to order at 6:30 p.m.

Roll call

Present  Chair Chris Classen
Vice-chair Lindsey Williams
Commissioner Eddie Aragon
Commissioner Robert Doty
Commissioner Marcia Eastlund
Commissioner Kim Leitzinger

Absent  Commissioner Joelle Dorsey

Also present were Town Administrator Jeff Layman, Planner Mark Chain, Town Clerk Sheila McIntyre, Community Development Administrative Assistant Dusti Tornes.

Pledge of Allegiance

Public Comments – There were no public comments.

Consent Agenda


Commissioner Aragon made a motion to approve the consent agenda as presented. Commissioner Eastlund seconded the motion, and the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Site Plan Review for Lot 3 – River Trace (AKA Village at Painted Pastures)- For Mini Storage

Planner Chain gave us an over view of River Trace for Lot 3. The lot is 3.022 acres in size. Raley Ranch Project is the applicant, Doug and Julie Pratte are the Land Planners and Sopris Engineers are the Engineers of the project. There is no project architect. This is a site plan review. There is approximately 12,700 square feet of storage and 33 spaces of storage outside. Planner Chain gave Doug Pratte the floor to talk more in details about River Trace. Doug Pratt explained that this project was originally conceived as a partner with the project next door but not associated only with that project, it will also give residents of Lot 2 the opportunity to store stuff/items as well as the general public. They have adapted the colors of brilliant blue and white.
to now light stone and desert tan. A similar theme of landscape that is in Painted Pastures will
go in to give better fit with the surrounding area. There will be a second emergency access
added as well as a second fire hydrant. They are coordinating the details with Town staff, Fire
Marshal, and Planner Chain. Planner Chain then discussed the project in more details. The fire
hydrant is on the inside of the fence, Orrin Moon is going over the final details. Planner Chain
stated that there is no office on site, it will be located in the office in the multifamily area on Lot
2. The property line for Lot 2 encroaches a little bit onto the Lot 3 storage area but it shouldn't
be a big deal to square it off and re-plat the area. The same people own both lots. The engineer
wants to see the landscape plan in according with the water plans and utilities map to make
sure that everything is all good on both maps. There is enough space for snow storage at the
facility for Planner Chain. Commissioner Eastlund asked how many fire hydrants are in the
storage facility. Planner Chain and Doug Pratt agreed that there will be 2. Doug Pratt also stated
that they added a second way out for safety as well. Chair Classen asked how many storage
units there will be but Doug Pratt did not have a number on how many there would be.
Commissioner Doty asked if there would be signs showing how people can get in to the
facilities, Colby stated that there would be a center island there per CDOT's requirements.

Staff recommends APPROVAL for the site plan for Lot 3 with the following conditions:
1. All representations of the applicant made in writing, application materials and verbally at
the Planning Commission meeting or that are reflected in the meeting minutes are
considered part of the application and are binding on the applicant.
2. The applicant shall work in good faith with the town engineer to resolve issues identified
in the Boundaries Unlimited Inc. redlines to the satisfaction of the Town Engineer and
Staff prior to the construction of any site improvements on the property.
3. All building exterior lighting in the project shall conform to the Town of Silt lighting
standards.
4. The point of encroachment between Lots 2 and 3 will be resolved to the satisfaction of
the Town staff and Attorney.
5. Any changes suggested by the Fire Marshall will be incorporated into the Plans for the
project.
6. If required by the town engineer or attorney, the cross-easement document for access
between the lots shall be amended/replatted.
7. If a Development agreement with security is required as part of this access phase of the
development for Lot 3 per Municipal Code it shall be reviewed by the Town Attorney and
approved by the Board of Trustees.
8. There is a private open space dedication requirement shown on Page 5 of the Minor
Subdivision Plat. The site plans for Lot 3 will be checked for compliance with this open
space dedication requirement and adjustments made as necessary.
9. Utility easements as part of the Lot 3 site plan reviews will be examined and adjusted if
found necessary for compliance with original minor subdivision plat.

Note: Staff will review code and land use approval documents to see if above changes
can be adjusted administratively or if a minor replatting will be required.

Commissioner Aragon made a motion to approve the River Trace as presented. Vice
Chair William's seconded the motion, and the motion carried unanimously.
Planning Update

Introducing Dusti Tornes Community Development Administrative Assistant

Planner Chain introduced Community Development Administrative Assistant Dusti Tornes will be taking over for Town Clerk McIntyre.

2 acre-Enclave- Under contract for Town purchase – Zoning at February P&Z Meeting

Planner Chain stated that the Town is buying the property for $140,000. at the end of the month. At the next meeting we will have the zoning for the property. We have the opportunity to expand the park. There will be a draft ordinance at the 1ST of February meeting.

Short term rental- Town action

Planner Chain talked about that right now the Town is not requiring any restrictions on short term rentals. They will require a Business License to have one to get the revenue on the sales tax and Lodging tax.

Heron’s Nest

Planner Chain said that they are working on their plan and they are applying to add some residential uses and annex into the Town and hook up to utilities. That might be late winter or early spring. They have all the applications they need.

Town Clerk McIntyre said that at the next Board Meeting there would be a work session between the Board and the P & Z Committee it will begin at 5:30

Commissioner Comments

Chair Classen asked about the Corral Mobile Home Park. Planner Chain said that people/prospective developers are looking at it. There have been two meetings about it in the last few weeks.

Chair Classen asked about the storage containers but we haven’t done anything yet on them yet that is still to come.

Chair Classen asked about Camario. Planner Chain said that people are looking at it but no one has a current contract to purchase it yet.

Chair Classen asked about The RBW property, Planner Chain said that there has been a gentle push to clean it up, it will be a slow process.

There was a short discussion on the definitions of manufactured housing related to mobile homes and modular structures. Commissioner Doty had some comments related the Town code, recreational vehicles and Heron’s Nest.
Adjournment

Commissioner Eastlund made a motion to adjourn. Commissioner Doty seconded the motion, and adjourned the meeting 7:37 p.m.

Respectfully submitted,

Dusti Tornes
Community Development
Administrative Assistant

Approved by the Planning Commission

Chris Classen
Chair
Parks and Recreation to Benefit from Lodging Tax Increase

Silt Seeks to Increase Lodging Tax; Spend on Parks and Recreation

The Silt Board of Trustees recently approved an ordinance that refers a lodging tax increase to Silt voters on April 5, 2022. The ballot measure, if passed by Silt voters, would increase the lodging tax from 2½% to 5% for those staying in Town lodging businesses for less than 30 days.

Revenue from the tax is placed in the Town’s Beautification Fund and is used for the “development and marketing of visitor improvements and attractions, special events, Town beautification, historic preservation, and general promotion of the Town.”

In the past, revenue from the Beautification Fund has been used for many projects including:

- downtown beautification
- I-70 interchange design
- planting bed plants and maintenance
- park improvements

The Board of Trustees intends to spend new lodging tax revenue on projects identified in the newly adopted Parks, Recreation and Culture Master Plan, including:
• replacing dangerous sidewalks and rec paths that provide access to parks
• designing and engineering a recreation path from Silt to Coal Ridge High School
• replacing the gazebo at Veterans Park
• exploring adding restrooms at Flying Eagle Park
• converting Gateway Park to a xeric demonstration area

Additional projects this money could be used for is wayfinding signage for residents and visitors, improving traffic management and flow, facilitating enhanced quality of life and amenities, acquiring parks, recreation and open space amenities, supporting cultural organizations, etc.

For more information on this ballot initiative, please contact Town Administrator Jeff Layman at jlayman@townofsilt.org or 970.876.2353 x 103.

Silt Lodging Tax FAQs

*Frequently Asked Questions

• Who pays lodging taxes?
  o The vast majority of lodging taxes are paid by travelers and visitors who stay in one of the Town’s lodging businesses. Local residents do not pay these taxes.

• What types of lodging would be subject to the lodging tax?
  o Lodging taxes apply to stays of less than 30 days in hotels, motels, short term rentals (AirBnB, VRBO), campgrounds and RV parks.

• What rate lodging tax is being proposed?
  o The Silt Board of Trustees has referred to voters a lodging tax increase of 2 ¼% to a total of 5%. Rates in our area range from 2 ¼% in Rifle and New Castle (proposed to go to 5% this year) to 4% in Avon and 9% in Crested Butte. A 5% lodging tax is in the upper middle range for towns and cities.

• How would the revenue from a lodging tax be used by the Town?
o The lodging tax proceeds would be earmarked for use in the Town’s Beautification Fund for community projects and capital improvements as determined by the Town Board.

- **How much does the Town expect to earn through the increased lodging tax?**
  
o The Town anticipates receiving up to an additional $90,000 in lodging taxes the first full year of implementation, which is 2023, for a total of $180,000.

- **When will the tax become effective?**
  
o If passed by the voters, the tax will become effective on July 1, 2022.

---

**Silt Mayor, Three incumbents, Two Newcomers File for Election to Silt Board of Trustees**

**Mayor runs unopposed while five candidates will run for four seats**

Silt Mayor Keith Richel will run for re-election in the April 5, 2022 Town Board of Trustees election. Mayor Richel will run unopposed for the position, which he has held for four years.

Joining Mayor Richel on the ballot will be incumbents Sam Flores, Jerry Seifert and Derek Hanrahan.

Newcomer Chris Classen will also be on the ballot, along with Rob Doty, who qualified as a write-in candidate. The five candidates will be vying for four seats.
xpress BILL PAY

ALREADY HAVE AN XPRESS BILL PAY ACCOUNT?
Step 1: Go to www.xpressbillpay.com and log in
Step 2: Click "View Bill" under the account you would like to be paperless
Step 3: Locate the "Paperless (On)" button
Step 4: Click the button to turn "Paperless (On)"

REGISTER AND SIGN UP FOR PAPERLESS:
Step 1: Go to www.xpressbillpay.com
Step 2: Click "Sign Up" on the top of the screen
Step 3: Fill in your email and password, then click in the "I’m not a robot" box and follow prompts
Step 4: Complete the short registration form and click "Next."
Step 5: Go to your inbox and open the verification email, click "Verify Email" and "Continue" to log in
Step 6: Select your billing organization
Step 7: Enter your account number and last name, then click in the box to opt in for paperless and select "Locate Bill" and select "Locate Account"

GARFIELD COUNTY
COLORADO STATE UNIVERSITY EXTENSION

COLORADO STATE UNIVERSITY
EXTENSION
Job Vacancy #17-22
Extension Agent
4-H Youth Development
Garfield County, Rifle, CO

Colorado State University Extension and Garfield County are seeking a youth development professional with the experience and skills to lead a diverse and inclusive youth development program. The person will have a proven track record of developing and managing volunteers, building program capacity, creating innovative programming opportunities, and fostering both Internal and external collaboration and teamwork.

A completed bachelor’s degree is required. Degree must have been conferred in agricultural sciences, youth development, Extension education or a closely related field.

To view the job vacancy announcement and apply, go to: https://jobs.colostate.edu/postings/98518. For full consideration, all materials must be RECEIVED no later than 11:59 PM Mountain Time on Sunday, February 21, 2022

We are committed to increasing the diversity of our staff and providing culturally responsive programs and services. Therefore, we encourage responses from people of all backgrounds and abilities. We invite you to review Colorado State University’s Principles of Community that guide our mission and vision of access, teaching, service and engagement, http://diversity.colostate.edu/principles-of-community/

CSU is an EO/EA/AA employer and conducts background checks on all final candidates.

2022 Town of Silt Events Announced
2022 Silt Events Calendar

April 16  Easter Egg Hunt—9 a.m. (Roy Moore—9th & Orchard)
April 25 – April 30 Silt Clean Up—8 a.m. to 4:30 p.m. (Town Shop: 512 N. 7th St)
April 29  Arbor Day Tree Planting
May 6 – May 8  Silt on Sale (Advertised Silt Garage Sales Weekend)
May 20  Ice Cream Social—Silt River Preserve
June 3  Summer Movie In The Park Series—Dusk (Veterans’ Park)
June 10  Party at the Pavillion
June 17  Summer Movie In The Park Series—Dusk (Veterans’ Park)
July 8  Summer Movie In The Park Series—Dusk (Veterans’ Park)
July 18-22  Camp Badge—Stoney Ridge Pavilion
July 13-August 31 Silt Farmers’ Market Plus—Wednesdays
July 22  Summer Movie In The Park Series—Dusk (Veterans’ Park)
August 5  Party at the Pavillion
August 20  Heyday—7 a.m. to 9 p.m. (Veterans’ Park)
September 9  Party at the Pavillion—(Stoney Ridge Pavilion)
October 17-22 Silt Clean Up—8 a.m. to 4:30 p.m. (Town Shop: 512 N. 7th St)
October 31  Main Street Trick or Treat, Family Fall Fest & Chili Cook-Off
November 22 Downtown Tree Lighting Ceremony
December 2,3,8,9  Polar Express—Includes Sitting with Santa

*All Events are subject to change*

For More Information, please call Town Hall at 876-2353 ext 110