

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, FEBRUARY 13, 2023 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	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 sheila@townofsilt.org 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		
7:20 5 min	Consent agenda – 1. Minutes of the January 23, 2023 Board of Trustees meeting 2. Approval of Police Car Lease/Purchase Agreement with Bank of Colorado	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:25	Agenda Changes		
7:25 10 min	Presentation and update from Highwater Farm – Becca Gourlay and Ava Gilbert	Info Item	Tab C Town Clerk McIntyre
7:35 5 min	Request for Extension – Final Plat for Autumn Ridge	Action Item	Tab D Planner Chain
7:40 5 min	Continued first reading of Ordinance No. 1, Series 2023 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO GRANTING A CABLE SYSTEM FRANCHISE TO COMCAST OF COLORADO (<i>staff requests continuance to February 27, 2023</i>)	Public Hearing	Tab E Administrator Layman
7:45 15 min	Topics of discussion for future joint work sessions between the Board of Trustees and the Planning Commission and the Board of County Commissioners	Action Item	Tab F Administrator Layman
8:00 5 min	Administrator and Staff Reports	Info Item	Tab G Administrator Layman
8:05 10 min	Updates from Board / Board Comments		
8:15	Adjournment		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, February 27, 2023. Items on the agenda are approximate and intended as a guide for the Board of Trustees. “Estimated Time” is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.			

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
JANUARY 23, 2023 – 7:00 P.M.**

The Silt Board of Trustees held their regularly scheduled meeting on Monday, January 23, 2023. Mayor Richel called the meeting to order at 7:05 p.m.

Roll call

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

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

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the January 9, 2023 Board of Trustees meeting
2. **Resolution No. 6, Series 2023**, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$24,359.00, FOR A TOTAL PROJECT COST OF \$24,359.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASING OF NEW EQUIPMENT FOR A NEW POLICE VEHICLE FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO
3. **Resolution No. 7, Series 2023**, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$1,000,000.00, FOR A TOTAL PROJECT COST OF \$27,948,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASE AND ENGINEERING FOR A WATER TREATMENT FACILITY FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO **OR**
4. **Resolution No. 7, Series 2023**, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$280,000.00, FOR A TOTAL PROJECT COST OF \$400,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE CONSTRUCTION OF NEW INFRASTRUCTURE IN

GRAND AVENUE PHASE ONE FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

5. **Resolution No. 4, Series 2023**, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, ACTING BY AND THROUGH ITS WATER/WASTEWATER ENTERPRISE FUND, DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH PROCEEDS OF A FUTURE BORROWING FOR CAPITAL EXPENDITURES TO BE UNDERTAKEN BY THE TOWN OF SILT; IDENTIFYING THE CAPITAL EXPENDITURES AND THE FUNDS TO BE USED FOR SUCH PAYMENT; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH
6. Memorial Donation and Gift Policy – January 2023

Mayor Pro-tem Knott made a motion to approve items 1, 2, 3, 5 and 6 on 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 – Mayor Richel suggested adding a rate discussion before the financial report.

Silt's Conservation Value and Priorities with the Aspen Valley Land Trust (AVLT) – Erin Quinn

Erin Quinn was present to go over her presentation and explain the partnership between the Town of Silt and AVLT along with providing what they can offer the town. She proceeded to go over items such as their service area, what land trusts do, what a conservation easement is, the financial cost and benefits and regional and statewide conservation planning.

Colorado River Valley Economic Development Partnership's "Flight and Free-Fall Capital of Colorado" Proposal – Evan Zislis

Administrator Layman stated that the Colorado River Valley Economic Development Partnership is a coalition of regional stakeholders dedicated to building community and regional prosperity throughout Western Garfield County. The Town of Silt participates in this partnership and among other things, CRVEDP is focused on cultivating an affordable and innovative economic landscapes ideal for good-paying jobs, entrepreneurial ecosystems and opportunities for upward mobility.

The partnership, through Evan Zislis of the Aspen Institute, has put forth a proposal to develop a concept of becoming the first "Flight and Free-Fall Capital of Colorado", utilizing infrastructure that already exists. Mr. Zislis proceeded to go over his presentation and asked that the Board take a moment to complete the survey that was provided to them tonight.

Mayor Richel stated that he would not support anything that would eliminate the gas and oil industry from the area. Mr. Zislis stated that he is not proposing getting rid of anything and that

they are looking at what the future is for this region and how we can supplement it and take it into the next generation to ensure the future of our young professionals.

Ordinance No. 1, Series 2023 – AN ORDINANCE OF THE TOWN OF SILT, COLORADO GRANTING A CABLE SYSTEM FRANCHISE TO COMCAST OF COLORADO *(staff requests a continuance to February 13, 2023)*

Mayor Pro-tem Knott made a motion to continue Ordinance No. 1, Series 2023 – AN ORDINANCE OF THE TOWN OF SILT, COLORADO GRANTING A CABLE SYSTEM FRANCHISE TO COMCAST OF COLORADO until the February 13, 2023 meeting. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Rates Discussion

The Board discussed the rates schedule in relation to the potential rise in costs for water. Staff provided the current rates and the tiers for usage after the minimum amount has been exceeded. The Board also talked about the current price being charged for bulk water, rates charged to seniors, usage and charges for residential and commercial, EQR's, changing out old meters that aren't working properly and increasing the tier amounts for water.

Staff was asked to see how much loan money would be available starting at the current rate that is being paid by citizens and going up incrementally until the cap of \$168 per month. That amount is what each resident could pay based on an approximate loan amount of \$28 million.

Alan Ferguson was allowed to comment about who pays for and owns water meters in town.

December 2022 Financial Report

Treasurer Tucker went over the December 2022 financial report.

Administrator and Staff Comments

Administrator Layman reminded everyone of the upcoming work session on January 31 starting at the water plant and in ending in the Board room. He added that public tours are also being conducted at the water plant for those interested in attending.

Director Fonner stated that the Town has been moved to a Level 2 Distribution System as well as Collections due to our population.

Updates from Board / Board Comments

Trustee Hanrahan stated that he attended the first SSWM meeting that was held last week. Trustee Classen commented about the turnaround time for receiving P&Z minutes, raises for the P&Z and having a quarterly meeting with the P&Z. He also congratulated the two employees at the water plant who received their A licenses. Trustee Seifert commented on the

process regarding the water plant and encouraged everyone to stay focused. Mayor Richel thanked the public who joined the meeting tonight.

The Board adjourned for a brief recess at 8:37 p.m. and once reconvened determined that an executive session was not necessary.

Executive Session – No executive session was needed.

Adjournment

Trustee Brintnall made a motion to adjourn. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 9:05 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

[*Direct Mail to Glenwood Springs](#)

MEMORANDUM

DATE: January 17, 2023

TO: Mayor and Board of Trustees, Town of Silt

FROM: Karp Neu Hanlon, P.C.

RE: Bank of Colorado – Police Vehicle Lease

In the FY 2023 Budget, the Board of Trustees appropriated money for the acquisition of two new police vehicles (Dodge Durangos). The money appropriated for FY 2023 was not the full purchase amount of the vehicles and the police specific upgrades. Instead, the budget contemplated that the vehicles would be financed over a 4 year period. Due to the Taxpayer Bill of Rights, the Town cannot enter into a multi-year fiscal obligation without a vote of the people. An exception to this general rule is that the Town can enter into a lease purchase agreement, so long as the Town retains discretion to appropriate money on an annual basis. This language is contained in paragraph 5 of the Municipal Lease-Purchase Agreement with the Bank of Colorado. On two prior occasions the Town has used the lease purchase model to acquire vehicles. Town Staff recommends approval so that the vehicle order can be finalized in accordance with the approved budget.

MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSEE: Town of Silt, Colorado

LESSOR: Bank of Colorado

DATE: January 25, 2023

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment described in the Delivery and Acceptance Certificate attached hereto as Exhibit A ("Equipment") in accordance with the following terms and conditions of this Lease-Purchase Agreement ("Lease").

1. **TERM:** This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the first item of Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue as to each item of Equipment, for the term set forth in Exhibit B (Comprising Exhibit B-1 and Exhibit B-2) attached hereto ("Lease Term").
2. **RENT:** Lessee agrees to pay to Lessor or its assignee the Lease Payments equal to the amounts specified in the payment schedule attached as Exhibit B ("Payment Schedule"). The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue periodically thereafter, on the anniversary of the date of this Lease, for the number of time periods reflected on the Payment Schedule. Any payments received later than ten (10) days from the due date will bear interest at the rate of fifteen percent (5%) per annum from the due date.

Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessarily in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such provision of the budget approved and exhausting all available administrative review and appeals in the event such provision of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available for such purpose and in that regard, Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a multiyear pledge of the general tax revenues, funds or money of Lessee.

3. **DELIVERY AND ACCEPTANCE.** Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.
4. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that Lessor has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and uses of Lessee, or any other representation, warranty or covenant of any kind or character, express or implied, with respect thereof, and Lessor shall not be obligated or liable for actual, incidental, consequential or other damages of or to Lessee or any other person or entity arising out of or in connection with the use of performance of the equipment and the maintenance thereof. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.
5. **NON-APPROPRIATION OF FUNDS: NON-SUBSTITUTION.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriate and budgeted or are otherwise unavailable in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee of any kind, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor

or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. **CERTIFICATION AND AUTHORIZATION.** Lessee represents, covenants and warrants that it is a political subdivision of the State of Colorado and that Lessee's obligations under this Lease constitute an obligation issued on behalf of a political subdivision of the State of Colorado, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth, or a Lessee having legal capacity to enter into the same, and is not in contravention of any City or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its payment, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.
7. **TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee hereunder title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised on or prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereof, and on any proceeds therefrom, and (ii) agrees to execute and deliver all financing statements, motor vehicle chattel mortgages, certificates of title and other instruments in a form satisfactorily to Lessor necessary or appropriate to evidence such security interest.
8. **USE; REPAIRS.** Lessee will use the Equipment in a normal manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws,

ordinances, insurance policies regulations relation to, and will pay all costs, claims, damages fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all payments, mechanisms and devices required to do so. Lessor understands that the equipment will be used for law enforcement purposes.

9. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
10. **LOCATION; INSPECTION.** The equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation.
11. **LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which are now or may hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor such sums. Lessor shall promptly notify the Lessee prior to making any payments under this paragraph in order for the Lessee to cure any changes and/or taxes.
12. **RISK OR LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the lease Payment due on such date, and (ii) an amount equal to the applicable Buyout Balance set forth in Exhibit B. In the event that Lessee is obligated to make such payment with respect to less than all the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Buyout Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.
13. **PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any part having an interest in such real estate or building.

14. **INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or with Lessor's consent, may self-insure against any or all such risks. In no event, will the insurance limits be less than the amount of the then applicable Buyout Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. If Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereof.
15. **INDEMNIFICATION.** Subject to all applicable statutory and constitutional limitations, Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason. By agreeing to this paragraph, the Lessee does not waive any rights under the Colorado Governmental Immunity Act, 24-10-101, et. seq. as it pertains to any third payment.
16. **ASSIGNMENT AND SUBLEASE.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease of the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder, which shall remain those of a principal and not a guarantor. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
17. **EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant

thereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

18. **REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of default is continuing, Lessor may, at its option, exercise any one or more of the following remedies; (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to the Lessee, requesting Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of any remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sub lessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of Colorado or any other applicable laws or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs and reasonable attorney fees, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.
19. **PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the number of payments made as reflected on Exhibit B to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee, as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.
20. **REPORTING REQUIREMENTS.** Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"). In the event Lessor, solely on account of Lessee's failure to comply with such information remitting requirements, is not entitled to treat the Lease Payments and the Buyout Balance received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the code,

then Lessee shall pay to Lessor, as additional rentals, a sum which, after deduction of all taxes which are or will be payable to Lessor in respect of the receipt thereof under the Laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country, shall be equal to the additional Federal income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor, together with interest thereon at the rate of 15% per annum from the date of payment of the additional Federal income tax to the date of payment by Lessee.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.
22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
23. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by, the laws of the State of Colorado.
24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.
25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

BANK OF COLORADO
90I Grand Avenue
P.O. BOX 520
Glenwood Springs, CO 81602

TOWN OF SILT, COLORADO
231 N. 7'h Street
Silt, CO 81652

By: _____
Kip Jessup, Loan Officer

By: _____
Jeff Layman, City Manager

OPINION OF COUNSEL

With respect to that certain Municipal Lease-Purchase Agreement (Lease) dated _____, 2023 by and between the Bank of Colorado and the Lessee: I am of the opinion that: (i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) Lessee has sufficient money available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such money has been properly budgeted and appropriated for this purpose in accordance with state law and the municipal code of the city of Silt, Colorado; and (v) the Uniform Commercial Code of the state where the Equipment is located and or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment.

Michael J. Sawyer, Town Attorney

Date: _____

EXHIBIT A

DELIVERY AND ACCEPTANCE CERTIFICATE

Equipment Under Municipal Lease-Purchase Agreement dated January 25, 2023:

Equipment:

1. 2022 Dodge Durango WDES75 Orange Sport
VIN #1C4SDJCT9NC229498

2022 Dodge Durango WDES75 R/T 4dr All-Wheel Drive
VIN #1C4SDJCT5NC195589

All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, improvements, and accessions, and wherever located:
All police vehicle equipment

Equipment Location: 231 7th Street, Silt, CO 81652

Pursuant to the Municipal Lease Purchase Agreement dated ("Lease") between the City of Silt, Colorado ("Lessee") and Bank of Colorado ("Lessor"), the Lessee hereby certifies that the vehicles listed above have been delivered to Lessee, tested and inspected by Lessee, found to be in good order, and are accepted as Equipment under the Lease, all on the date indicated below.

The Lessee agrees to lease/purchase the vehicles upon and subject to the terms of the Lease.

City of Silt, Colorado

By: _____
Jeff Layman, City Manager

EXHIBIT B-2

Payment schedule to Municipal Lease Purchase Agreement dated June 10, 2009.

Equipment: 2022 Dodge Durango Trucks VINs: 1C4SDJCT9NC229498 and
#1C4SDJCT5NC195589

Total Lease Amount: Term: \$146,176.47 Four (4) years
Annual Percentage Rate: 5.95%

End of Lease Purchase \$1.00
Option Price

Payment Schedule a

Payment No.	Amount	Due Date
1	\$39,818.91	January 13 th 2023
2	\$39,818.91	January 13 th 2024
3	\$39,818.91	January 13 th 2025
4	\$39,818.90	January 13 th 2026

City of Silt, Colorado

By: _____
Jeff Layman, City Manager

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
February 13, 2023**

AGENDA ITEM SUMMARY

SUBJECT: Presentation and update from Highwater Farm

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Becca Gourlay and Ava Gilbert will be present to go over their presentation of Highwater Farms' sustainable agriculture practices and well as provide an update of their production over the last 3 years in addition to the changes that will be taking place for the 2023 growing season.

ORIGINATED BY: Town Clerk McIntyre

PRESENTED BY: Becca Gourlay and Ava Gilbert

DOCUMENTS ATTACHED: Presentation and memo from Highwater Farm

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

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk, CMC

REVIEWED BY:



Jeff Layman, Town Administrator

Highwater Farm connects the community back to the land through sustainable agricultural practices, stewardship, and youth development. In 2022, our third year of production, our team of four female farmers grew 35,000 pounds of diversified vegetables on 1.25 acres using regenerative practices. Production included over 40 different crops and 120 varieties of those crops, we served 70 families with our Community Supported Agriculture (CSA) program, attended three farmers markets, and routed 15% of total produce to the local food pantry system.

In 2023 Highwater will scale up from 1.25 to 2 acres of production and the CSA will grow from 70 memberships in 2022 to 120 memberships with pick-up locations on Thursday evenings and Saturday mornings in Silt, and Tuesday evenings in Glenwood Springs and Carbondale. The farm gained SNAP/WIC retailer certification at the end of 2022 and will focus on developing systems for accepting SNAP benefits.

Community Supported Agriculture (CSA) is a partnership between a farm and a community of supporters. Members purchase their share of the farm's harvest in advance to help the farm with the up-front costs of seeds, equipment, supplies, and labor in the beginning of the season. In return, members enjoy a weekly share of the farm's harvest from June to October and build a relationship with their farmers and the land.

A CSA membership is an opportunity to invest in the local food system and build community. To become a CSA member at Highwater follow this [link](#) or contact our Farm Manager, Becca Gourlay at becca@highwaterfarm.org.

Highwater Farm provides paid positions for young people interested in working on the farm in the summer, and we're currently accepting applications for the 2023 season. Youth Crew Workers help grow and sell fresh local produce while learning valuable job, life, and agricultural skills, while earning up to \$3,000. This is open to any ages 14 - 17. No prior work or farming experience is necessary.

This is a unique and challenging work opportunity that offers many experiences that other jobs cannot. Youth Crew Workers are held to high standards and are committed to self-improvement, and have the support of the Youth Program Coordinator at all times. Community events and educational workshops are incorporated into the program to maximize personal development and learning.

Please help us get the word out, we want all young people in the area to have access to this opportunity. Anyone interested can visit the Summer Youth Program page on our website to get more information and find the online application. Please contact our Youth Program coordinator, Ava at ava@highwaterfarm.org for questions.

Highwater

SILT, COLORADO



We use sustainable agriculture to transform the lives of young people and increase access to healthy food in Garfield County.



Growing Food, Empowering Youth, Fueling Community



2020

½ acre production
8,000 pounds of produce
Infrastructure established
Wholesale to Lift Up
Farmers' Markets

2021

1 acre production
30,000 pounds of produce
2,000 pounds to Lift Up & FBR
1st Summer Youth Program
30 member CSA
Community Events & Farmers'
Markets

2022

1 ¼ acre production
35,000 pounds of produce
5,200 pounds to Lift Up
Summer Youth Program
Academic Year Program
70 member CSA
Comm Events & FM



Summer Youth Program: Crew Worker Position

8 weeks, ages 14-17, earn \$3,000



- ☐ Job skills
- ☐ How to grow food
- ☐ Local agriculture
- ☐ Teamwork & communication skills
- ☐ How to give & receive feedback
- ☐ Cooking skills



Applications due February 28
highwaterfarm.org/summeryouthprogram

Agriculture



120 memberships:
On Farm, Silt
Glenwood
Carbondale



\$700*
Membership fee
**paid with check*



Weekly pick-up
mid-June
mid-October

highwaterfarm.org/csa

Volunteer Opportunities: April-June; August-October



Community Events



2023

- 2 acres production
- 120 member CSA
- Wholesale to Lift Up
- Summer Youth Program
- Academic Year Program
- New Castle Farmers' Market
- Accepting SNAP & WIC



Thank you Town of Silt for supporting of the farm!

highwaterfarm.org

MEMORANDUM

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

FROM: Mark Chain, Planner *MC*

DATE: February 7, 2023

RE: Request for extension – Final Plat for Autumn Ridge

Attached is a request for an extension for finalizing and recording the final subdivision plat for Autumn Ridge. Municipal Code Section 16.10.080 A states that an applicant shall submit a minor subdivision final plat, and all related items necessary for recordation within 30 days of Town Approval. And that information is to be recorded within 10 days of Town Clerk's receipt of the recordation documents.

It is very hard to gather all documents and be prepared to finalize and record all information within 30 days. Staff recommends that you extend the deadline until April 10 as allowed by Section 16.10.080 D.

Recommended motion: I move to extend the deadline for processing and obtaining all recordation documents for the Final Plat for the Autumn Ridge Minor Subdivision until April 10.



737 CORRAL DRIVE

GRAND JUNCTION, CO 81505

970-200-6020

February 2, 2023

RE: 1520 Main Street Rezoning & Subdivision Application

Hello Everyone,

I hope you are all doing well. I spoke with Mark and Nicole today about the 30-day deadline for our subdivision and rezoning applications. February 9th is the 30-day deadline. Considering the fact Mike is out of the country until next week, which is making it difficult for the town to receive some needed guidance, as well as it seems it would be beneficial for Mark to have a bit more time to put together the Subdivision Improvement Agreement, it appears it would be in the best interest of the town if we requested an extension for this deadline. We would like to finalize our application process as soon as possible, but in an effort to ensure everyone is able to complete their needed tasks, we would like to ask for a 60-day extension.

Please let us know if anything else is needed to officially request this extension, and if this request is approved.

Thank you and we look forward to finishing this process with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joy Zeller", is written over a horizontal line.

Joy Zeller
High Point Ventures, LLC
970-200-6020

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
February 13, 2023**

AGENDA ITEM SUMMARY

SUBJECT: Ordinance No. 1, Series 2023, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, GRANTING A CABLE SYSTEM FRANCHISE TO COMCAST OF COLORADO (*staff requests a continuance to February 27, 2023*)

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Staff and Comcast are still working together to complete this franchise agreement. Staff asks that the Board grant the continuance of Ordinance No. 1, Series 2023 to the February 27, 2023 meeting in an effort to bring back this document in its final form.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY: Attorney Sawyer

PRESENTED BY: Staff

DOCUMENTS ATTACHED: Ordinance No. 1, Series 2023

TOWN ATTORNEY REVIEW ☐ YES ☒ NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk

REVIEWED BY:



Jeff Layman, Town Administrator

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
February 13, 2023**

AGENDA ITEM SUMMARY

SUBJECT: Topics of discussion for two separate work sessions between the Board of Trustees and Planning & Zoning Commission and the Board of County Commissioners

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Two upcoming work sessions will be scheduled this spring between the Board of Trustees and the Planning Commission as well as the BOCC to go over items of interest. Staff will be asking for feedback from you on those items that you would like to discuss with each.


ORIGINATED BY: Town Clerk McIntyre

PRESENTED BY: Administrator Layman

DOCUMENTS ATTACHED:

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

SUBMITTED BY:

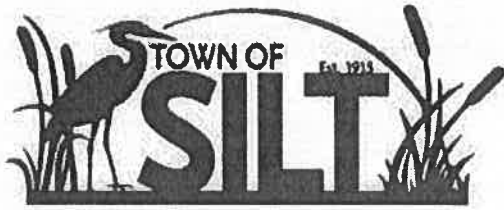


Jeff Layman, Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk, CMC



Date: February 8, 2023
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities, initiatives and news:

- **Silt Police Lieutenant Position:** After a comprehensive selection process, Chief Kite has made his selection for this position. Matt Gronbeck has been offered the position and will begin with the Silt Police Department on February 27. Matt has served in both the Glenwood Springs Police Department and Garfield County Sheriff's Office as a Patrol Officer, Corporal and Sergeant and in Detective and K9 roles. In total, he has more than 20 years of experience. We anticipate him meeting the Board at its February 27th meeting.
- **Family Dollar Store:** The developer of the shell for this business, North Point Construction and Development, has begun excavation of the site. Once the shell has been completed, a Family Dollar contractor will complete the "tenant finishes". They anticipate being open for business this summer.

Trustees will recall that the Town acquired this land some time ago for the express purpose of pursuing a sales tax generating business on the site. The Town sold the property to North Point for \$120,000 and closed the deal in late December.

- **Silt Water Treatment Plant:** We continue to meet frequently with our engineers, Pat Radabaugh and Tony Zancanella, Jim Mann, our finance guy, Town Attorney Mike Sawyer and our water plant staff Sara, Daryl, Casey and Victor to brainstorm and talk out various scenarios. This is an ongoing effort. We anticipate meeting again with the Board of Trustees for a one-hour work session on February 27 to discuss some clarifications to water plant finances and progress on the CMAR process.
- **Chamber of Commerce:** I met with Larry Stewart who has accepted the gavel for the Chamber. He is hopeful that the Chamber, with new leadership, will have a renewed relevance to Silt businesses. He plans to come in and chat with the Board soon. He appreciates that the Silt BoT hung in with the Chamber for as long as it did and hopes that the relationship can improve.
The Chamber "State of the Community" luncheon has been scheduled for March 8 from 11-2 at Grand River Health. Mayor Richel and Town Staff will present the "state" of

Silt. Let us know if you would like to attend and we'll buy another table. Please see the attached flyer.

- **Intermountain Traffic Planning Region (IMTPR):** CDOT has applied for a large grant called RAISE to be used to improve the road over Cottonwood Pass. IMTPR is considering whether or not to write a letter of support for the grant. On behalf of the Town, we have expressed that available funding should be used on projects that have already been identified and prioritized, i.e., Silt and New Castle interchanges
- **Land Use:** Mark Chain and Nicole Centeno report that things in Community Development are as busy as ever:
 - New self-storage on Main Street west of Highway Feed
 - A new concept is brewing for this important 15 Acre property west of Holiday Inn. Stay tuned.....
 - Camario, Stoney Ridge, Autumn Ridge, Bella Vista and a lot split at 5th and Orchard are all residential projects in various stages of review.
 - Lot 3, Village at Painted Pastures is moving forward with a self-storage project.
- **DMV2GO:** Sheila and I discussed with Colorado DMV the idea of having their mobile operation come to Silt periodically to help folks with driver's license needs. They have agreed to some kind of trial run that may run quarterly.
- **Colorado River District Presentation:** Peter Fleming, general counsel for the Colorado River District, gave a comprehensive presentation on history, historical usage, and potential future usage at the BOCC meeting in January. He will repeat this presentation at the Rifle Rotary Club on Tuesday, 2/14 from 7a-8a at Grand River Health. Rotarian Michael Clark invited Silt Trustees to attend, given the ongoing drought conditions and concerns about calls for extra water from lower basin states. Interested Trustees should RSVP to Michael at 970.948.2800.
- **Youth Zone Thanks:** Attached please find a "thank you" from Youth Zone.



State of the Community Program *March 8, 2023* *Grand River Hospital*



11:00-11:40 Luncheon Buffet Open
Steak, Baked Potato, Asparagus & Salad

11:40-12:00 Reception Address & Sponsor Welcome
Larry Stewart, Board Chair
Colorado River Valley Chamber of Commerce

12:00-12:40 -Garfield County Commissioner -
Mike Sampson

12:40-12:50 Battlement Mesa

12:50-1:10 Town of Parachute -Mayor Tom Rugaard
Town Manager, Travis Elliott

1:10-1:30 City of Rifle -Mayor Ed Green
City Manager, Tommy Klein

1:30-1:50 Town of Silt - Mayor, Keith Richel
Town Manager, Jeff Layman

Member - \$40

Non Member - \$50

Member Table Sponsors (6) - \$200

Non Member Table Sponsor (6) - \$250





youthzone
Connect and Grow

Glenwood Springs
413 9th Street
GWS, CO 81601
Ph 970-945-9300
Fx 970-945-8921

Rifle
136 E. 12th Street
Rifle, CO 81650
Ph 970-625-3141
Fx 970-625-9532

"YouthZone helped me respect myself and understand that all my choices affect people."

*Thank You – Your Support Means So Much
YouthZone is proud of all that we've accomplished together in 2022.*

As we say goodbye to 2022 and invite the opportunities that 2023 has to offer, YouthZone is filled with gratitude for the support from our donors, businesses, municipalities and counties.

Because of generous donations, along with community and foundation grants, YouthZone was able to increase services to youth and families by:

- Implementing Youth Coaching as an additional service.
- Increasing services through Restorative Justice programming with increased staffing, training and community education.
- Increasing services for substance education and counseling.
- Increasing youth served through adolescent peer support groups for substance, life skills and LGBTQIA+ with highly trained facilitators.
- Providing essential development for staff in LGBTQIA+, Group Facilitation, Motivational Interviewing, Trauma Informed Practices and Youth Coaching.
- Increasing services through diversion with youth through court advocacy and partnership with municipal, county and district courts.

Thank you for believing in what we do at YouthZone. Our supporters are the power behind the work.

With Deep Gratitude,

Jami Hayes, Executive Director
And the entire YouthZone Staff

"Serving families from Aspen to Parachute with offices in Aspen...Carbondale...Glenwood Springs...Rifle."



Date: February 3, 2023

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for January 2023

Town Clerk duties:

- Attended staff meetings
- Prepared resolutions for packet
- Attended safety meeting
- Signed paychecks and A/P checks
- Misc research for various staff members and Attorney
- Customer service
- Prepared and sent out BOT packets, attended and followed up on meetings, work sessions, and transcribed minutes
- Prepared flyer on communication options and suggestion box
- Index filing and purging of documents
- Reviewed transfer of ownership for retail liquor license
- Ran errands: Bank, picked up food for work session, Post Office, locksmith
- Prepared directives list
- Went to GWS to records documents

Municipal Court & Police Dept. duties:

- Forwarded arrest affidavits to County
- Prepared for court and provided notes to Prosecutor
- Attended court
- Ordered new phones for PD
- Attended Caselle trainings for new software
- Processed plea deals approved by Judge
- Input municipal tickets and parking tickets along with payments
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Processed court files after court with Judges' orders and entered bench warrants
- Filing

A handwritten signature in black ink, consisting of a stylized 'S' followed by a long, sweeping horizontal line.



TOWN OF SILT
STAFF REPORT

Date: January 31, 2023

To: Mayor and Board of Trustees

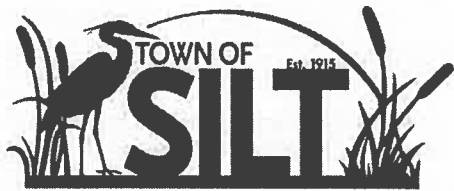
From: Amie Tucker, Treasurer

Tasks Completed in January

- Bulk Water
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Grant Management
- Monthly Disbursements
- Senior Programs Meeting
- Zoom meeting hosting for Board meetings
- Filed 2023 Budget with DOLA
- Filed Tax Levy with DOLA
- Filed Silt Housing Authority Budget with DOLA
- 1099's for vendors
- W-2's for employees
- End of year reports for 2022

Seven US states obtained their statehood in the month of January. The time span of the first and last January statehood is an incredible 171 years.

The seven states are Georgia (4th) and Connecticut (5th) in 1788, Michigan (26th) in 1837, Kansas (34th) in 1861, Utah (45th) in 1896, New Mexico (47th) in 1912, and Alaska (49th) in 1959.



Public Works Department
Trey H Fonner
Public Works Director

Memo

To: Jeff Layman, Town Administrator

From: Trey Fonner, Public Works Director

Cc: File

Date: February 3, 2023

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.

- ❖ Plow and sand as needed
- ❖ Burn slash piles at Silt River Preserve
- ❖ Remove tree at 11th and Grand
- ❖ Change cutting edge on Skid Steer
- ❖ New window on old Mini Ex
- ❖ New edges on snow plow
- ❖ New pump on water truck
- ❖ Remove tree at 10th and Grand
- ❖ Pre bid meeting for Main St.
- ❖ Install new sign on Dogwood
- ❖ Work on Ponds at Silt River Preserve
- ❖ Install new ram on GMC plow
- ❖ New overhead door on old shop
- ❖ Inspections for Building Department
- ❖ Locates for 811 call ins
- ❖ Work on Building inspector vehicle
- ❖ Remodel old Shop

Water/Wastewater

- ❖ Controller upgrades to water plant
- ❖ New strainer installed
- ❖ Daily, weekly and monthly testing
- ❖ Collect samples for delivery to State Lab
- ❖ More testing requirements have been added by the State, working to implement them
- ❖ Install block and waste system on skids per RAW state report
- ❖ Finish poly tank scale and hook up to the SCADA system
- ❖ Repair electrical heater

- ❖ New Bar Screen and Dewatering press has arrived making plans to install
- ❖ Replace Blower on Wastewater plant
- ❖ Sludge production as needed
- ❖ Meter reads, door hangers and shutoffs
- ❖ Fix MXu's and meters
- ❖ 9,019,755 gallons of water produced
- ❖ Water plant tours for the public

Charging Station

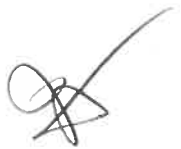
- ❖ 7 Vehicles
- ❖ 7 charging sessions
- ❖ \$17.44 collected for use

Bulk Water Numbers

- ❖ 12,916 gallons out of coin operated system
- ❖ 113,684 gallons out of commercial system

Public Works Director

- ❖ Staff meetings
- ❖ Water plant tours
- ❖ Write Grants for FMLD
- ❖ Coldest temptrue in Colorado was -61 in 1985 recorded in Maybell
- ❖ Meeting on design change for Vista 96
- ❖ Meet with the State Revolving Fund
- ❖ Meetings on Water plant
- ❖ Wildfire collaborative meeting
- ❖ Coldest temptrue recorded on earth was -128 in 1983 Vostok Station Antarctica
- ❖ Water funding meeting with DOLA
- ❖ Water Forum at Garfield County
- ❖ ARC/GIS meeting and training
- ❖ Water rates discussion
- ❖ Water rights discussion
- ❖ HSIP meeting with CDOT
- ❖ GCFMLD awards luncheon



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Totals to Date
Incidents 2022	263	241	308	312	335	419	391	444	387	282	274	231	3,887	3,887
Incidents 2021	329	316	319	341	408	371	422	365	417	401	372	317	4378	2,227
Cases 2022	17	16	14	18	13	18	19	24	15	16	18	13	201	201
Cases 2021	20	12	16	13	16	18	17	11	11	9	12	10	165	225
Animal 2022	13	11	18	17	19	23	18	17	22	28	12	10	208	208
Animal 2021	10	15	9	19	27	16	28	26	22	23	18	16	229	346
Adult Arrests 2022	6	7	5	10	5	5	11	13	9	11	6	6	94	94
Adult Arrests 2021	24	9	12	12	7	12	10	7	12	3	5	5	118	76
Juvenile Arrests 2022	0	1	0	0	0	0	1	0	0	0	0	0	2	2
Juvenile Arrests 2021	2	0	0	0	1	1	0	0	0	0	1	0	5	6
Tickets 2022	26	15	25	13	25	37	35	52	51	33	29	11	352	352
Tickets 2021	38	38	44	25	25	36	52	64	52	16	35	23	448	206
warnings 2022	29	33	30	50	43	53	51	52	80	37	21	25	504	504
Warnings 2021	78	129	83	69	88	65	76	91	94	87	66	52	1236	500

Incidents All calls for service. Those that come through Dispatch and Officer Initiated.

Cases All calls for service that require a case report to be written (excluding Traffic)

Animal All calls for animal complaints. (barking, running at large, vicious)

MEMORANDUM

TO: Jeff Layman, Town Administrator
FROM: Nicole Centeno, Community Development Manager
DATE: January 2023 – February 2023

Studies/Master Plans/Research

- * Non-Compliant Business Licenses
- * Painted Pastures Bond & Letter of Credit Reduction
- * Archives Clean-Up
- * Code Enforcement

Economic Development/Submittals

- * Marioni Annexation

Building Department

- * Zoning & Building Reviews
- * Inspections - 72 in January
- * Contractor Licensing- 5 New / 224 YTD
- * BEST Tests- 9 New / 9YTD
- * Miscellaneous Permits – 4 New / 4 YTD
- * Excavation Permits- 3 New / 3 YTD
- * Single Family Permits – 3 New / 3 YTD
- * Commercial Building Permit- 1 New / 1 YTD

Subdivisions

- * Stoney Ridge 2
(Waiting on Applicant Phasing Plan)
- * Camario Phase 2
(Pending Park Plan, Develop Agreement & Cost Estimate)

Administration

- * Staff Meetings
- * LED/Community Engagement/Communication
- * Business Licenses- 83 YTD
- * Customer Service (Calls, Emails, Walk-ins)
- * Facility Rentals
- * Office/File Organization
- * P & Z Meetings and Minutes
- * Website Management
- * Social Media Management
- * Vendor's Licenses- 0 YTD

Public Hearing/Resolutions

- * Family Dollar- Sign Exception
- * Belle Vista Town Homes- Site Plan Review

Recreation

- * Boys Basketball
- * Lil' Dribblers Basketball
- * Spring Soccer Reg Open

Special Events- Current & Future Planning

- * 2023 Event Calendar
- * Easter Egg Hunt Prep
- * Concert Prep



PO Box 129, Silt CO 81652
<http://wemuc.wordpress.com>

November 26, 2022

Jeff Layman, Town Administor
Town of Silt
PO Box 70
Silt, CO 81652

Dear Jeff,

On behalf of West Elk Trails Inc, I would like to thank the Town of Silt for the recent grant for \$300.

West Elk Trails Inc is a volunteer-based organization that relies on member donations and community support. Each year more and more Silt residents are discovering West Elk trails and enjoying the benefit of winter recreation not too far from home.

The Town of Silt grant funds trail grooming and equipment maintenance for the 2022-23 winter recreation season.

Thank you again for your support!

Sincerely,

Peggy Tibbetts
Secretary
West Elk Trails Inc

West Elk Trails Inc is a 501(c)3 nonprofit organization, EIN/Tax ID #47-5066198

Sheila McIntyre

From: Michael Clark <mclark2800@gmail.com>
Sent: Tuesday, February 7, 2023 3:27 PM
To: Sheila McIntyre
Subject: Water Forum--Repeat

Hey Sheila,

We just spoke.

On 12Jan, last month, County Commissioners held a Water Forum to discuss about the Colorado River Compact of 1922, which was an agreement between the 7 Colorado River Basin states on usage of water from the River. With ongoing drought conditions, there are concerns over calls for extra water from the lower basin states of California, Arizona and Nevada (mainly California) on the River and potential restrictions on water usage in the upper basin states of Wyoming, Colorado, Utah and New Mexico.

Peter Fleming, general counsel for the Colorado River District, gave a comprehensive presentation on history, historical usage, and potential future usage at the BOCC meeting in January. We at the Rifle Rotary club felt it important enough to ask Peter to present again, which he agreed.

Peter's presentation will be at our regular Rifle Rotary club meeting this next week, on Tuesday, 14Feb, 7a-8a, at Grand River Health.

As local stakeholders, you are heartily invited. Please let me know whether you can make it and how many from Town of Silt might come.

Cheers!
Michael

Michael Clark
970-948-2800
368 Lariat Road
Silt, CO 81652

please confirm receipt of this message

**TOWN OF SILT
REGULAR PLANNING AND ZONING COMMISSION MEETING
JANUARY 10, 2023 – 6:30 P.M.
HYBRID MEETING**

The Silt Planning and Zoning Commission held their regularly scheduled meeting on Tuesday, December 6, 2022. Chair Williams called the meeting to order at 6:32 p.m.

Roll call

Present

Chair Lindsey Williams
Vice-Chair Joelle Dorsey
Commissioner Robert Doty
Commissioner Jennifer Stepisnik
Commissioner Michael Bertaux
Commissioner Charlienna Chancey

Absent

Commissioner Eddie Aragon

Also present were Town Administrator Jeff Layman, Planner Mark Chain, Community Development Manager Nicole Centeno.

Pledge of Allegiance

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the December 6, 2022 Planning & Zoning Commission meeting.

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Sign Exception for Family Dollar

This agenda item was introduced by Community Development Manager Centeno. David Randolph was present remotely to represent the applicant. Manager Centeno said that the applicant was United Sign Systems on behalf of Family Dollar and Dollar Tree. The property is in the B-1 Zone district and the location is 1007 Main Street, previously known as 1007 Hwy 6 & 24.

Centeno summarized the request. She stated that 3 signs were being requested for an exception; a dual branding freestanding sign and two signs located on the building itself.

Sign 1 was to be an LED illuminated sign with block letters – color to be dark red and orange and included the Trademark Name Family Dollar. Total Size Was 49.58 Ft.² Which Exceeded the Allowed Signage. This request met the height requirements.

Sign 2 was also a wall monitored led illuminated sign with block letters that were to be vivid green with the trademark sign Dollar Tree. The sign was a total of 53.91 ft.² in size and exceeded the underlying max of 16 feet. The sign also met the height requirement.

The third sign was a freestanding monument sign, that was to be stacked with the Dollar Tree sign located above the Family Dollar signage. Total square footage of the sign was 80 ft.². This proposed sign also exceeded the size allowed by code. In addition, the sign was proposed to be 8 feet in height, which exceeded the 6 feet height maximum in that zone district. The height also required an Exception.

Centeno quickly describe the issues related to the signage. She indicated that staff supported the applicant's request and thought it was reasonable. One reason was the dual branding of the facility and the fact that there was more than one trademark sign required. She also felt that the higher travel speeds on Highway 6 and 24 justified some larger sign square footage. Finally, she noted that there were no visual obstructions or negative disturbances that would be created by approval of the exception.

Mr. Randolph wanted it noted that the lights would be shut off on the facility 30 minutes after the closing time of the store. There then were some general questions from the Commissioners. There is also a question about why there was not a sign on the east elevation of the building. There was some discussion that this may be appropriate as there was an assumption that the store operators would like the ability to be identified by people approaching the downtown from the east.

Commissioner Williams opened the public hearing at 6:52 PM. There is no comment. She closed the public hearing at 6:53 PM.

There was a brief discussion among the commissioners. Commissioner Bertaux made a motion to approve the application for an exception for the dual branding signs and the freestanding sign with staff recommendations. Seconded by Commissioner Doty; the motion passed unanimously.

Note: conditions provided below:

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 to be part of the application and are binding on the applicant.
2. Applicant will provide any additional requested documents and pay any remaining fees, prior to installation of signs.
3. Community Development will need to issue a permit before installation of signs can occur. The Town will also need to inspect the signs, prior to the permit being approved to close out.
4. All future signs will require a permit and sign exception, if required.

Site Plan Review for multifamily lots – 1001 through 1003 at Bella Vista

Planner Chain introduced this project. He noted that the applicants were represented by Doug and Julie Pratte and that Russ Hatley of the ownership group were also present via Zoom . He indicated that the these 3 lots have always been platted as multifamily residential in what was

originally called the Painted Pastures subdivision. With the exception of these and three other multifamily lots, Painted Pastures has been built out with single-family homes. He noted that the application was for a total of 22 townhome units. The subdivision was originally platted in 2008. There was an amended plat for the multifamily lots that were recorded in 2009. Zoning for the property is R-2. Chain did want the commission to note that the original building envelopes were for duplex structures. The amended plat allowed a total of 23 units.

Chain said that the project had been reviewed a number of times for the Comprehensive Plan, so he did not want to go into detail at this time. He briefly summarized the various code sections, which applied for this type of site plan review. He wanted to go over a few items in some detail.

Parking. Chain wanted the commission to understand that 2 parking spaces are required for each unit by code. He noted that the applicant was proposing one space in the garage and one space outside the garage. He explained that there was an interior access drive which was parallel to West Sabino Lane. This parallel roadway was to provide access to the units and there were also parallel water and wastewater lines in the drive which were to provide utilities to the townhomes. Guest parking was to occur in the public right-of-way. Chain wanted to emphasize that in order for this parking plan to work a sub- Association to the HOA or another mechanism would be required to enforce the parking. He did not want the town to be responsible for enforcement. This was still an outstanding detail that had not been hammered out fully by the applicant. His main concern was that unless the garages were kept available for parking, adequate parking could not be achieved. For single-family homes, the town requires parking spaces outside of carports or garages.

Need for re-platting. Chain noted that the building envelopes do not comply precisely with the previous amended plat. There was a plat note 2 in the documents which allowed re-platting to conform with specific building and improvement plans once construction was completed. He wanted a deadline for this replatting to be done. Chain explained that the development plan was to have these as rental for 10 years and then possibly they will be converted to individual ownership. He wanted a deadline for amending the plat to show specific envelopes and units in a shorter timeframe so that this issue wouldn't be lost over time if different ownership took over the property or that there was an extensive turnover in town staff.

Fire District review. Chain noted that the plans had been forwarded to the fire district. He would contact the fire Marshall and make sure any changes were either reflected on updated plans or conditions of approval.

Engineering. Chain noted that the town engineer had been out of the country during Christmas vacation and his review was only now beginning. He wanted a standard condition of approval where engineering concerns were considered conditions of approval and had to be agreed upon between Project engineer and the town engineer.

Planner Chain then recommended approval of the application with 8 conditions of approval.

Doug and Julie Pratte addressed the planning commission. They noted the garage spaces for parking and that enforcement would have to be worked out. They summarized information on the landscaping plan and other details that had been touched on in the staff report. Julie Pratte briefly touched on the landscaping and noted that certain areas are being designed to hold up better for intensive usage by residents and their pets. He was also noted that the one-story units would be ADA accessible.

The project was opened up to discussion and questions from the Commission by Chair Williams. Commission Bertaux had a question about parking and the accessible unit. Commissioner Doty thanked the applicant for the proposal and asked when they plan to start construction and be prepared for occupancy. Russ Hatle said the schedule was to start in early April and that the units would start being available for occupancy in April 2024. He projected that would take approximately 8 to 10 months to have the units fully occupied and was hoping there will be fully occupied in the first half of 2025.

Chair Williams had some questions about parking enforcement in the HOA. Doug indicated that there would probably be a Sub-Association for parking enforcement. He and Julie noted that there may be a possible fee for maintaining and upkeep of the access drive and associated improvements. Related to parking spaces it was noted by Julie that one of the positive aspects of this proposal was that the owner had an approved self-storage project in the immediate vicinity and that this would be useful an opportunity for the prospective tenants. There was some discussion about landscaping, the rear elevation and Planner Chain noted the 50-foot utility easement and pedestrian easement on the rear side of the lots (south side of the project).

Chairperson Williams opened up the public hearing 7:43 PM. Neil Bartczak at 209 Grullo Street. He thought that the appearance of the townhomes had an apartment house appearance and that this compromised the views from his property. He thought that some parking problems could be created by the design and that when units sell, they would be subject to a Metro district and have relatively high property taxes compared to other properties for the area. He thought right now that the homeowner's association did not follow through on problems with parking and that there were too many units in the project. There were no other speakers and the public hearing was closed.

Russ Hatle said that he was familiar with parking issues that occurred in the single-family area and he noted that this is a public street. He thought a sub-Association could be created that could enforce regulations and prevent parking problems Mr. Hatle also noted that the design of the townhome units on the various lots had a better appearance than the original concept which was a series of duplexes as those duplexes were to be two stories in height. He noted that the end units on all the lots are one story in height. Doug Pratte added that the number of multifamily units being built is slightly less than the original approval.

Mr. Hatle then addressed the issue of timing of a re-plat. He noted that this is an opportunity zone and a family-owned company has been created to develop the area. The 10-year time frame encourages investment related to capital gains and this was one way to help create the housing units in the area. He offered a suggested timeframe for replatting of two years from the application for a certificate of occupancy. He then offered some specific ways for preventing parking problems such as having it available to enforce a release provision and that the sub dissociation would take direct responsibility for any enforcement.

Commissioner Stepisnik suggested that perhaps replatting occur within two years of time of construction. There were then other comments about the timing of the re-platting.

After more discussion Commissioner Bertaux made a motion to approve the site plan review for the townhomes at Bella Vista, lots 1001 through 1003 with staff findings with the exception of condition # 6. He stated re-platting should occur within 18 months of acquiring the building permit. There was no second to the motion.

There was then more discussion. Mr. Hatle explained some of the delays that can occur during the construction process, including supply chain difficulty, problems with labor pool etc. He suggested 12 months from the application from a certificate of occupancy. Commissioner Bertaux made another motion for approval of the site plan review with staff findings with the exception of condition 6 which should be change to a re-platting to occur within one year of obtaining a certificate of occupancy. Second by Commissioner Chancey. The motion passed by a vote of 3 to 2.

Voting yes: Commissioners Bertaux, Chancey and Chairperson Williams

Voting no: Commissioner Doty and Vice Chair Dorsey.

1. All representations of the applicant made in writing, application materials and verbally at the Planning Commission meeting or that are reflected in the meeting minutes are considered part of the application and are binding on the applicant.
2. The applicant shall work in good faith with the town engineer to resolve issues identified in the Boundaries Unlimited Inc. redlines to the satisfaction of the Town Engineer and Staff prior to the construction of any site improvements on the property.
3. All building exterior lighting in the project shall conform to the Town of Silt lighting standards.
4. Any changes suggested by the Fire Marshall will be incorporated into the Plans for the project.
5. That the Frontage Road and any associated utilities within the frontage road are considered private improvements and will not be maintained, repaired or replaced by the Town. (We may need a plat note for simple agreement to memorialize this – I will check with the Town Attorney in the meantime).
6. These lots are subject to re-platting to better define lot boundaries and building envelopes as per Plat note 2 of the Amended Final Plat recorded at reception number 773723. This replatting will occur within 1 year of obtaining a Certificate of Occupancy.
7. Applicant will propose an enforcing mechanism to ensure that garage spaces are open for parking.
8. Provide water meter pit locations and construction details per Public Works Comments.

Planning Update

Planner Chain updated the commission on a number of matters including:

- Autumn Ridge. He said that the Board of Trustees had approved the rezoning and the minor subdivision for that property.
 - Jumbo Storage land use application. Chain said he expected a site plan review for Self-storage project at the west end of town for either the February or March meeting.
 - Camario. Chain noted that Camario had not yet signed the final documents and that they had not been recorded.
 - Rislende. Planner Chain noted that he had had a pre-application meeting with the applicant for a preliminary subdivision plat and expected this to be submitted in the next couple of months.
-


Commissioner Comment

Commissioner Doty noted that he was not sure of the brightness of the signs for the previous sign exception. Chair Williams wanted the staff to know that she thought a good job was done on the Water Treatment Plan meeting the previous night. Managers Centeno noted that the video of the public meeting was going to be posted on Facebook.

Adjournment

Commissioner Bertaux a motion to adjourn. Commissioner Doty seconded the motion, and the meeting was adjourned at 8:58 PM p.m.

Respectfully submitted,



Mark Chain
Planner

Approved by the Planning Commission



Lindsey Williams
Chair



January 22, 2023

News You Can Use

Tomorrow's BoT Work Session to Focus on Water Treatment Plant

The proposed renovations at the Silt Water Treatment Plant will be the centerpiece of discussions at the Silt Board of Trustees Work Session from 6-7 PM on Monday, January 23 at Silt Town Hall. No formal decisions will be made at this meeting, nor is any public comment expected to be taken. Public comment will be allowed, however, at the Board's 7 PM regular meeting immediately following the Work Session.

At the January 9 Board meeting, Trustees asked several questions regarding the project. This work session is intended to answer some of them and to pose some questions to the Board for clarification for staff direction.

Topics to be discussed will be decisions regarding which grants should be pursued and for what projects, a discussion about a resolution allowing the Town to reimburse itself from water plant loan proceeds, the contract with the Town's design engineering firm, the process by which a contractor is selected and answers to some questions Trustees and the public has about the current treatment plant.

The entire packet for Monday night's meetings, including the Work Session information can be found at the below link and on the Town's website at www.townofsilt.org.

[January 23, 2023 BOT packet](#)

Public Tours of the Silt Water (WTP)

The Town of Silt began hosting public treatment plant last week. Ten residents participated in the tours held at



Treatment Plant

tours of its water interested Silt 1 PM and 6 PM last

Wednesday, January 8. Two more tours have been scheduled and a waiting list has been created. The next tours are set for

Wednesday, January 25 at 1 PM and 6 PM

The tours will be conducted by Public Works Director Trey Fonner and WTP Lead Operator Sara Flores. For space and safety purposes, tours will be limited to 10 persons and will require reservations. For reservations, please email Trey at trey@townofsilt.org. He will provide information on how to access the plant.

As others express interest, more tours will be scheduled.

Videos of Past Water Meetings Available

Silt Water Plant Public Meeting on January 9, 2023: <https://youtu.be/9A5hvo688Q8>

Silt Water Plant Open House on December 19, 2022: <https://www.youtube.com/watch?v=OQxOwhFJgpl>

Town Now Has Two Level A Water Treatment Operators

Last week we reported that Silt Water Plant Operator Sara Flores had passed her Level A certification. What we failed to note is Plant Operator Daryl Back had passed making Silt the proud employer of two highest level of Colorado Certified



Treatment Plant Operator water treatment that Silt Water Treatment the same test last October, folks who have achieved the Water Professionals.


Water treatment exams and certifications are classified as D, C, B and A with A being highest level attainable. All certification levels require a minimum amount of hands-on experience and a high school diploma to be eligible to take an exam. To sit for the A exam, one must have around four years of experience working in the water treatment field.

Daryl first started working for the Town of Silt in various capacities in 1991. He spent 10 years in the police department in patrol, both as an officer and sergeant and eight years in public works. He transferred to the Water/Wastewater

Department in 2020 and has proven to be a dynamic and important member of the team. His attention to detail and mechanical ability have been critical to the turnaround of the plant.

In addition to his duties as an operator in both water and wastewater plants, Daryl serves as the purchasing agent, scouring the universe of materials and equipment necessary to run the plant—and finding the best prices. Daryl is also on the team responsible for collecting and testing water samples at the plant and throughout the Town's water distribution system, regularly inspecting, cleaning and maintaining plant equipment, recording meter and gauge readings, analyzing operational data, handling and injecting chemicals into the system, monitoring and operating all of the purification and sanitizing equipment and most importantly ensuring that all safety standards are met.

Daryl has lived in Silt since 1992.



**SIGN UP
FOR
PAPERLESS!**

xpress BILL PAY

ALREADY HAVE AN XPRESS BILL PAY ACCOUNT?

Step 1 Go to www.expressbillpay.com and log in

Step 2 Click "New Bill" under the account you would like to be paperless

Step 3 Locate the "Paperless (XPT)" button

Step 4 Click the button to turn "Paperless (XPT)"

REGISTER AND SIGN UP FOR PAPERLESS:

Step 1 Go to www.expressbillpay.com

Step 2 Click "Sign Up" on the top of the screen


Step 3 Fill in your email and password, then click on 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 email placed after "Verify Email" and "Continue" to log in

Step 6 Select your billing or payment

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"



Town Business and Contractor's License Renewal

License Renewals Come with the New Year

Time to Renew Your Business and/or Contractor License!

It is that time of year again! The Town mailed out 2023 Business and Contractor License applications in November. If you own/operate a business or are a contractor within the Town of Silt, the Silt Municipal Code requires that you obtain a license. You can get a license application at Town Hall (231 N. 7th Street) or download an application from the Town's website at www.townofsilt.org.

Help us to help you become compliant and avoid a delay in opening your business or doing work within the Town. Should you have any questions, please contact the Community Development Department at 970-876-2353.



January 27th, 2022
Use

News You Can

Board of Trustees to Tour Water Treatment Plant; Hold Work Session on Tuesday Night, January 31st



As part of their work session next Tuesday night, January 31, the Silt Board of Trustees will tour the Silt Water Treatment Plant. They will then adjourn to Silt Town Hall to discuss what they learned. The plant tour/work session will run from 5:30 to 6:30 P.M., with the Town Hall portion of the meeting resuming at about 7:00.

Town staff, along with the Town's engineers Pat Radabaugh and Tony Zancanella will be on hand and the Town's financial consultant Jim Mann will provide information on a rate analysis he is conducting.

The public is welcome, although no public comment is expected so that Trustees can discuss with staff and consultants. Members of the public who wish to attend the plant tour portion of the meeting are advised to dress for the weather since all activities will be outdoors.

Since the plant is a working facility and many dangers are present, Town staff will take all reasonable precautions to ensure the safety of the public while at the plant. Because of the limited space inside the plant, only Trustees will be allowed to be inside during the tour and question and answer session. The Town will provide a PA system outdoors so that all will be able to hear the proceeding. A

Spanish language interpreter will also be standing by for those who desire this service.

At the conclusion of the work session, those members of the public who wish to see the facility will be cycled through for a tour.

Public tours of the facility have been held on selected days and times. About 15 people have participated.

Official Notice:

NOTICE IS HEREBY GIVEN THAT THE MAYOR AND TRUSTEES HAVE BEEN INVITED TO ATTEND A TOUR OF THE WATER PLANT AND WORK SESSION ON JANUARY 31, 2023, APPROXIMATELY 5:30 – 6:30 P.M. AT THE SILT WATER PLANT AT 500 W. RIVER FRONTAGE ROAD AND FROM 6:30 – 8:00 P.M. IN THE TOWN OF SILT BOARD ROOM AT 231 N. 7TH STREET.

Town Gets Opportunity Take a Second Look at Water Treatment Plant Solution

Through a State of Colorado grant, the Town of Silt will opportunity to bring on a Grand Junction engineering provide a “second opinion” on the work done so far by Engineers, the Town’s consulting and design firm the plant.



take the firm to Dewberry working on

Dewberry has designed a solution and provided an estimate of \$28 M, or an approximately \$100 per month increase in water rates. To be fair, this estimate is not based on actual construction bids, but engineering estimates. Neither does it take into account the work that Dewberry is doing with the Town’s staff of reducing the scope of the project, “value engineering,” where possible.

JDS Hydro of Grand Junction and Colorado Springs and recently acquired by Respec, will conduct the review. The company provides a wide range of consulting and engineering services to help clients develop, install, operate, and manage critical water and wastewater infrastructure. The company’s website claims to have experience in capital-improvement planning, feasibility studies, inflow and infiltration studies, permitting and funding assistance, collection systems design, construction administration and observations, treatment plant operation and maintenance, and stakeholder involvement as it relates to water and wastewater treatment plants.

JDS Hydro has an agreement with the State to provide this kind of grant-funded service to local communities designing and building new water and wastewater plants.

The study will begin on February 1 and conclude sometime in March.

Stay Informed!

DID YOU KNOW THAT . . . ?

The Town of Silt works hard to provide information to our citizens. Did you know that the following options are available to everyone to become better informed on what is happening in the Town of Silt?

- **Utility statements** – Your monthly statements provide you with a variety of information from events, to irrigation, rate increases, vacancies, Town Hall closures and much more.
- **Xpress Bill Pay** – If you are set up to pay your utility bill through Xpress Bill Pay, it also contains the information that gets mailed out on the utility bills each month.
- **Facebook** – Notices are sent out on a wide range of items from recreation, events, water breaks and more.
- **Electronic sign on 9th Street** – Here you will find notices of upcoming events, vacancies and more.
- **Kiosk in front of Town Hall** – Staff posts agendas here for the Board of Trustees and Planning & Zoning Commission meetings, vacancies and special meetings such as those regarding the water plant discussions.
- **Channel 10** – For those who have Cable TV, we post the agendas for both the Board of Trustee and Planning & Zoning Commission meetings, plus events, irrigation information and more. The Board of Trustees meetings are also broadcast live plus a taped version plays at select times throughout the week.
- **Town of Silt website** – At www.townofsilt.org you will find a number of things going on in the Town as stated above including documents of interest, and information out of each department such as trash pick-up, permits, dog licensing, fees, budgets, vacancies, cemetery, recreation, events, agendas and packets for the Board of Trustee and Planning & Zoning Commission meetings, the Silt Municipal Code and a whole lot more!
- **Zoom** – Zoom links are provided for both the Board of Trustees and the Planning & Zoning Commission meetings. The link can be found on the home page of our website or by contacting staff.
- **Newsletter** – To get a copy of our regular newsletter, sign up by going to our home page at www.townofsilt.org and click on the "Town of Silt Newsletters" button on the top, righthand side of the page.
- **Town Events** – You will find information at all Town sponsored events. Stop by our table to find out what's going on!
- **Post Independent** – Keep an eye on the newspaper for articles related to what is happening in Silt as well as the Legal Section for Public Notices on a variety of items including land use projects.
- **TextMyGov** – To opt in for alerts from the Town, text SILT to 91896. To report issues and information, text "It" to 970-876-6007.
- **Night drop box** – Our night drop box makes it convenient to drop off payments after hours as well as other information that you want to get to staff. The night drop box is checked several times during business hours.
- **Suggestion box** – A suggestion box is available in the lobby so that you can leave us suggestions and ideas that you may have. We are open to hearing what your opinions and ideas are so that we can serve you better.
- **Planning & Zoning Commission meetings** – The Commission generally meets the 1st Tuesday of each month to review and discussion land use applications.
- **Attend the Board of Trustee meetings** – Meetings are held every 2nd and 4th Monday of the month and can be attended in person, viewed on Channel 10, streamed from the Town of Silt website or attended via Zoom. Please join us!

Take the time to explore the Town of Silt website at www.townofsilt.org to see what is going on in our town and hopefully you will find that it answers some of the questions that you might have. If you would like more information about any of the above communication options, please do not hesitate to contact staff at Town Hall for more information. Town Hall is open from 8:00 a.m. – 5:00 p.m., Monday through Friday and we can be reached at (970) 876-2353.

Thank you for taking an interest in our Town and getting informed!

Town of Silt

Suggestion Box Now Open: Give us Feedback!

What is your idea?

How will your idea help?

Additional comments

Do you live in the Town of Silt?

☐ Yes ☐ No

Would you like to be contacted?

☐ Yes ☐ No

Name (optional)

Address (optional)

Contact number(s) (optional)

We at the Town of Silt work hard to understand what our citizens need and want! We understand that it can sometimes be difficult to call and express concern about a condition or issue. In order to respond to this, we've now installed a "Suggestion Box" in the lobby at Town Hall, 231 N. 7th Street. Although we'll respond to folks who ask for a return call, there is no requirement to give your name or contact info to lodge a suggestion!

Town Hall is open from 8:00 a.m. – 5:00 p.m., Monday through Friday and we can be reached at (970) 876-2353. Thank you for taking an interest in our Town and providing feedback!

Senior & Disability Discounts Available

Discounted water and trash rates are available through the Town by filling out a simple form and providing proof of age (65+) or benefits. To learn more, contact our Utility Billing Clerk Mary Cleator at 970-876-2353 X101



February 3rd, 2023

News You Can Use

Town of Silt's Daryl Back Achieves Level A Wastewater Treatment Operator Status



Fresh on the heels of our report two weeks ago that Silt Water Treatment Plant Operators Sara Flores and Daryl Back had passed their Level A water treatment certifications, the Town is proud to announce that Daryl has passed his Level A wastewater treatment certification test. Following a grueling three-hour examination in Grand Junction, Daryl learned that he had passed. Only about 24% of those who sit for the exam actually pass it. Daryl also has certifications in water distribution and wastewater collection.

Wastewater treatment exams and certifications are classified as D, C, B and A with A being highest level attainable. All certification levels require a minimum amount of hands-on experience and a high school diploma to be

eligible to take an exam. To sit for the A exam, one must have around four years of experience working in the wastewater treatment field.

Please join all of us at the Town of Silt in congratulating Daryl for this rare double!

Daryl has lived in Silt with his wife Carol since 1992.

Attention!

EAGLES VIEW PARK PLAYGROUND WILL BE
CLOSED FROM FEBRUARY 14TH UNTIL MAY 1ST
FOR INSTALLATION OF NEW EQUIPMENT
AND FALL PROTECTION.



Stay Informed!

DID YOU KNOW THAT . . . ?

The Town of Silt works hard to provide information to our citizens. Did you know that the following options are available to everyone to become better informed on what is happening in the Town of Silt?

- **Utility Statements** - Your monthly statements provide you with a variety of information from events, to irrigation, rate increases, vacancies, Town Hall closures and much more.
- **Express Bill Pay** - If you are set up to pay your utility bill through Express Bill Pay, it also contains the information that gets mailed out on the utility bills each month.
- **Facebook** - Notices are sent out on a wide range of items from recreation, events, water bills and more.
- **Electronics Area on "Y" Street** - Here you will find notices of upcoming events, vacancies and more.
- **Look in front of Town Hall** - Staff posts agendas here for the Board of Trustees and Planning & Zoning Commission meetings, vacancies and special meetings such as those regarding the water plant discussions.
- **Channel 10** - For those who have Cable TV, we post the agendas for both the Board of Trustees and Planning & Zoning Commission meetings, plus events, irrigation information and more. The Board of Trustees meetings are also broadcast live plus a taped version plays at select times throughout the week.
- **Town of Silt website** - At www.townofsilt.org you will find a number of things going on in the Town as stated above including documents of interest, and information out of each department such as trash pick up, permits, dog licensing, fees, budgets, vacancies, cemetery, recreation, events, agendas and packets for the Board of Trustees and Planning & Zoning Commission meetings, the Silt Municipal Code and a whole lot more!
- **Zoom** - Town links are provided for both the Board of Trustees and the Planning & Zoning Commission meetings. The link can be found on the home page of our website or by contacting staff.
- **Newsletter** - To get a copy of our regular newsletter, sign up by going to our home page at www.townofsilt.org and click on the "Town of Silt Newsletter" button on the top, right-hand side of the page.
- **Town Events** - You will find information at all Town sponsored events. Stop by our table to find out what is going on!
- **Public Information** - Keep an eye on the newspaper for articles related to what is happening in Silt as well as the legal section for Public Notices on a variety of items including land use projects.
- **Texting** - To opt in for alerts from the Town, text SALT to 91896. To report issues and information, text "IT" to 970 876 6007.
- **Night drop box** - Our night drop box makes it convenient to drop off payments after hours as well as other information that you want to get to staff. The night drop box is checked several times during business hours.
- **Suggestion box** - A suggestion box is available in the lobby so that you can leave us suggestions and ideas that you may have. We are open to hearing what your opinions and ideas are so that we can serve you better.
- **Planning & Zoning Commission meeting** - The Commission generally meets the 1st Tuesday of each month to review and discuss land use applications.
- **Attend the Board of Trustees meetings** - Meetings are held every 1st and 4th Monday of the month and can be attended in person, viewed on Channel 10, streamed from the Town of Silt website or attended via Zoom. (Please join us!)

Take the time to explore the Town of Silt website at www.townofsilt.org to see what is going on in our town and hopefully you will find that it answers some of the questions that you might have. If you would like more information about any of the above communication options, please do not hesitate to contact staff at Town Hall for more information. Town Hall is open from 8:00 a.m. - 5:00 p.m., Monday through Friday and we can be reached at (970) 876-2353.

Thank you for taking an interest in our Town and getting informed!

Town of Silt

SABÍA USTED QUE . . . ?

El Pueblo de Silt trabaja arduamente para brindar información a nuestros ciudadanos. ¿Sabías que las siguientes opciones están disponibles para todos los que desean estar mejor informados sobre lo que está sucediendo en la Ciudad de Silt?

- **Noticias de servicios públicos** - Los estados de cuenta le brindan una variedad de información, desde eventos hasta riegos, aumentos de tarifas, vacantes, cierres de ayuntamientos y mucho más.
- **Facebook** - Se envían a los usuarios una amplia variedad de elementos, desde recreación, eventos, descuentos para tomar agua y más.
- **Área de electrónica en Calle Y** - Aquí encontrará avisos de próximos eventos, vacantes y más.
- **Quédese frente al Ayuntamiento** - El personal publica agendas aquí para las reuniones de la Junta de Síndicos y la Comisión de Planificación y Zonificación, las vacantes y las reuniones especiales, (como las relacionadas con las discusiones sobre la planta de agua).
- **Canal 10** - Para aquellos que tienen televisión por cable, publicamos las agendas de las reuniones de la Junta de Síndicos y de la Comisión de Planificación y Zonificación, además de eventos, información sobre riego y más. Las reuniones de la Junta Directiva también se transmiten en vivo y se reproducen una versión grabada en momentos seleccionados durante la semana.
- **Sitio web de la ciudad de Silt** - En www.townofsilt.org encontrará una serie de cosas que suceden en la ciudad como se indicó anteriormente, en los documentos de interés e información de cada departamento, como recolección de basura, permisos, licencias para perros, tarifas, presupuestos, vacantes, cementerio, recreación, eventos, agendas y paquetes para las reuniones de la Junta de Síndicos y la Comisión de Planificación y Zonificación, el Código Municipal de Silt y mucho más.
- **Zoom** - Se proporcionan enlaces de Zoom para las reuniones de la Junta de Síndicos y de la Comisión de Planificación y Zonificación. El enlace se puede encontrar en la página de inicio de nuestro sitio web o poniéndose en contacto con el personal.
- **Revistas** - Para obtener una copia de nuestro boletín regular, regístrese en nuestra página de inicio en www.townofsilt.org y haga clic en el botón "Town of Silt Newsletters" en la parte superior derecha de la página.
- **Eventos de la ciudad** - Encontrará información en todos los eventos patrocinados por la ciudad. (Pasa por nuestra mesa para enterarte de lo que está pasando!)
- **Publicar intereses** - ¡Fíjate atento al periódico o para artículos relacionados con lo que está sucediendo en Silt, así como la Sección Legal para Avisos Públicos sobre una variedad de temas, incluidos los proyectos de uso de la tierra.
- **Texting** - Para recibir alertas del pueblo, envíe un mensaje de texto con la palabra "SALT" al 970 876 6007. Para informar problemas e información, envíe un mensaje de texto con la palabra "IT" al 970 876 6007.
- **Buena noche** - Nuestro buñol nocturno hace que sea conveniente dejar papeles fuera del horario de atención, así como otra información que desee hacer llegar al personal. El buñol nocturno se revisa varias veces durante el horario comercial.
- **Buñol de sugerencias** - En el lobby se encuentra disponible un buñol de sugerencias para que nos dejes las sugerencias e ideas que puedes tener. Estamos abiertos a escuchar sus opiniones e ideas para que podamos servirle mejor.
- **Reuniones de la Comisión de Planificación y Zonificación** - La Comisión generalmente se reúne el primer martes de cada mes para revisar y discutir las solicitudes de uso de la tierra.
- **Asistir a las reuniones de la Junta Directiva** - Las reuniones se llevan a cabo cada segundo y cuarto lunes del mes y se puede asistir en persona, ver en el Canal 10, transmitir desde el sitio web de Town of Silt o asistir a través de Zoom. ¡Por favor únete a nosotros!

Tómese el tiempo para explorar el sitio web de Town of Silt en www.townofsilt.org para ver lo que está sucediendo en nuestra ciudad! Si desea obtener más información sobre cualquiera de las opciones de comunicación anteriores, no dude en ponerse en contacto con el personal del Ayuntamiento para obtener más información. El Ayuntamiento está abierto de 8:00 a.m. a 5:00 p.m., de lunes a viernes y puede comunicarse con nosotros al (970) 876-2353.

Micro Soccer Registration is Open!



Open Positions with Garfield County CSU Advisory Committee

Garfield County CSU Extension Advisory Committee

Purpose: To assist in Garfield County CSU Extension in identifying and prioritizing community needs where Extension can and should be involved, evaluate the effectiveness of Extension programs, and make recommendations to improve the effectiveness of Extension programs to Garfield County citizens.

Seeking Advisory Members!

OPEN POSITIONS:

- Agriculture- 1 year term
- Agriculture- 3 year term
- Family & Consumer Sciences- 1 year term
- Family & Consumer Sciences- 3 year term





WHAT ARE MEMBER RESPONSIBILITIES?

- Member serves on a 9 member Advisory Committee
- We represent different areas of Garfield County
 - o Geographic ally
 - o Programatically
- Members serve (1) 1 year term
- Support and advise CSU Extension Programming for Garfield County
- Advise for the Extension program
- Meet 4 times a year

LEARN MORE AT <https://garfield.extension.colostate.edu/about-us/>

APPLY AT <https://garfield.extension.colostate.edu/about-us/apply-to-serve/2017/2017-New-Lex-Application.pdf>

OR visit the Garfield County Extension Office



GARFIELD COUNTY
 COLORADO STATE UNIVERSITY
 EXTENSION

GARFIELD EXTENSION COLOSTATE.EDU

Suggestion Box Now Open: Give us Feedback!

We at the Town of Silt work hard to understand what our citizens need and want! We understand that it can sometimes be difficult to call and express concern about a condition or issue. In order to respond to this, we've now installed a "Suggestion Box" in the lobby at Town Hall, 231 N. 7th Street. Although we'll

respond to folks who ask for a return call, there is no requirement to give your name or contact info to lodge a suggestion!

Town Hall is open from 8:00 a.m. – 5:00 p.m., Monday through Friday and we can be reached at (970) 876-2353. Thank you for taking an interest in our Town and providing feedback!

What is your title?

How can we help you?

Add any comments

Do you live in the Town of Silt?

YES NO

Would you like to be contacted?

YES NO

Name (optional)

Address (optional)

Contact number(s) (optional)

Silt Water Treatment Plant Topics

- Silt Water Treatment Lead Operator Sara Fores, Public Works Director Trey Fonner and other Town staffers led three public water plant tours over the last two weeks. 13 citizens participated in the tours. More tours will be planned should the Town get requests. Please contact Trey at trey@townofsilt.org if you're interested.
- The Town met with JDS Hydro, a Grand Junction engineering firm, this week to discuss their work, paid for with a State of Colorado Department of Local Affairs grant. The company was secured to perform a review of the work done so far on the plant's capabilities and limitations, suggested remedial plans and financing.
- In the meantime, Dewberry Engineers, the Town's consulting and design firm will issue a Request for Qualifications in order to secure the services of a contractor to help nail down the actual costs of the plant under consideration.
- For more information on the work being done, please call Trey Fonner at 970-876-2353 x 106 or Jeff Layman at x 103.