

TOWN OF SILT
BOARD OF TRUSTEES WORK SESSION
June 26, 2023
AGENDA ITEM SUMMARY

SUBJECT: Joint Board of Trustees/Planning and Zoning
Commission Discussion

PROCEDURE: Discussion Items

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Board and the Commission have determined to meet quarterly to discuss mutual topics of mutual interest. This is an opportunity for one of these meetings. No set agenda or list of discussion items has been developed for this meeting. Members of the two bodies are advised to bring their topics and develop the agenda at the top of the meeting.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS

SUBMITTED BY:

Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY:

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, JUNE 26, 2023 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

5:30 – Joint work session with the Planning & Zoning Commission

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 June 12, 2023 Board of Trustees meeting	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:25	Agenda Changes		
7:25 10 min	New Lodging and Entertainment Liquor License Application – Rislende F&B LLC	Public Hearing	Tab C Deputy Town Clerk Malsbury
7:35 20 min	Town of Silt Workplace Culture Assessment – Anne McCord	Discussion Item	Tab D Administrator Layman
7:55 20 min	Trustee Committee Appointments <ul style="list-style-type: none"> • Regional Detox Service Center • Water/Wastewater/Irrigation Master Plan • OHV • Parks/Recreation/Culture Master Plan • Code Enforcement 	Action Item	Tab E Administrator Layman
8:15 5 min	May 2023 Financial Report	Info Item	Tab F Administrator Layman
8:20 5 min	Administrator and Staff Comments	Info Item	Tab G Administrator Layman
8:25 10 min	Updates from Board / Board Comments		
8:35 20 min	Executive Session – For a discussion of a personnel matter under CRS Section 24-6-402(4)(f) – Jeff Layman Performance Evaluation		

8:55	Adjournment		
<p>The next regularly scheduled meeting of the Silt Board of Trustees is Monday, July 10, 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.</p>			

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
JUNE 12, 2023 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, June 12, 2023. Mayor Pro-tem Hanrahan called the meeting to order at 7:05 p.m.

Roll call	Present	Mayor Pro-tem Derek Hanrahan
		Trustee Justin Brintnall
		Trustee Chris Classen
		Trustee Samuel Flores
		Trustee Andreia Poston
		Trustee Jerry Seifert (remote)
Absent		Mayor Keith Richel

Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Public Works Director Trey Fonner, Chief of Police Mike Kite, Community Development Manager Nicole Centeno, Town Attorney Jim Neu 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 May 22, 2023 Board of Trustees meeting
2. Minutes of the May 30, 2023 Special Board of Trustees meeting
3. Miner's Claim Restaurant – Renewal of Hotel & Restaurant liquor license

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Resolution No. 17, Series 2023, A RESOLUTION SUPPORTING THE APPLICATION FOR A STATE REVOLVING FUND LOAN IN THE AMOUNT OF \$28,000,000.00 FOR COSTS ASSOCIATED WITH THE ENGINEERING AND CONSTRUCTION FOR IMPROVEMENTS TO THE WATER PLANT FOR THE TOWN OF SILT, GARFIELD COUNTY, COLORADO

Administrator Layman started by introducing the team behind the water plant project, Jim Mann, Tony Zancanella, Patrick Radabaugh, Sam Franzen, Toby Reid, Debra Figueroa, Jim Neu, Melissa Buck and Jared Baker. Jim Mann, financial advisor to the Town then proceeded to go over his presentation which

stated that staff anticipates a possible net bond size of \$18,120,000 after expected grant funding and anticipated loan forgiveness. He then went over the monthly impact of the current average monthly payment of \$52 adding that the town should be looking at increasing the monthly payment by an additional \$43 to cover just the cost of current operations plus another \$19 to cover the cost of a new plant with recommended new monthly total of \$114. He stated that for each \$1M, it equates to an impact of approximately \$1.06 per month.

Toby Reid, representing Garney Construction went over the value engineering fees and pricing breakdown of the proposed improvements at the 60% level which came in at \$25,627,869. There was brief discussion on what items could be trimmed back, removed, considered necessary or could be completed by staff.

There was discussion regarding the following:

- When would the final numbers be in later this year for the loan
- That the Board would need to approve those numbers at a future meeting
- That staff would continue to find ways to cut costs
- That there could be rate increases down the road
- When residents could expect rates to go up
- That the rate structure would need to be in place before the bonds are issued
- Interest and bond rates

The Board opted to open up public comments at 8:00 p.m. There were no public comments and the comments section was closed at 8:01 p.m.

Tony Zancanella explained that the dire need of the water plant is a capacity issue adding that this is no excess capacity right now. There was additional discussion that explained some of the plant's recent problems.

Trustee Brintnall made a motion to approve Resolution No. 17, Series 2023, A RESOLUTION SUPPORTING THE APPLICATION FOR A STATE REVOLVING FUND LOAN IN THE AMOUNT OF \$28,000,000.00 FOR COSTS ASSOCIATED WITH THE ENGINEERING AND CONSTRUCTION FOR IMPROVEMENTS TO THE WATER PLANT FOR THE TOWN OF SILT, GARFIELD COUNTY, COLORADO. Trustee Poston seconded the motion, and the motion carried unanimously.

Administrator and Staff Reports

Director Fonner stated that staff received notification that the town had been awarded the Colorado Department of Transportation Alternative Program Grant in the amount of \$904,000. This grant would allow the town to be taken to 100% of design and engineering for the bike/pedestrian overpass project.

Attorney Neu complimented the Board for what they accomplished tonight adding that they should feel good about getting through this part of the process. He added that the problem that they are solving with the water plant would last the town for a long time to come.

Updates from Board / Board Comments

The Board commented about the upcoming budget season and that it is a time to be creative and think about exciting projects such as beautification. Trustee Poston commented about possible flowers along

Grand Avenue and what the Board could do to support Administrator Layman with staffing. Administrator Layman explained how public works has been short handed and how other groups have been assisting the town. The Board thanked all of the contractors and staff involved with the water plant project. Trustee Brintnall stated how lucky the town is to have the staff that they do and that even though not all of them live in Silt, they still care about what happens here and that in their hearts they are doing the best they can for the people of this town. Staff was asked for a status on Autumn Ridge and Camario. The recreation department was thanked for the good job they are doing with this year's events so far.

Adjournment

Trustee Classen made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Pro-tem Hanrahan adjourned the meeting at 8:32 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Keith B. Richel
Mayor

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
June 26, 2023**

AGENDA ITEM SUMMARY

SUBJECT: New Liquor Lodging & Entertainment Liquor License for Rislende F&B LLC

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

RECOMMENDATION: Staff recommends approval

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Applicant has applied for a Lodging & Entertainment liquor license in order to serve alcohol with lunch and dinner services held at the proposed location. The event would be hosted in correlation with a rafting trip booked through a third party. The applicant has submitted the appropriate documentation and paid the appropriate fees.

FUNDING SOURCE: Rislende Events

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY: Rislende Events

PRESENTED BY: Lori Malsbury


DOCUMENTS ATTACHED: Application and supporting documentation

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

SUBMITTED BY:

REVIEWED BY:


Lori Malsbury, Deputy Town Clerk/
Deputy Treasurer


Jeff Layman, Town Administrator

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Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: Identogo – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input type="checkbox"/> B. If owner is managing, no fee required

Name Rislende F&B LLC	Type of License Lodging & Entertainment	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): <div style="display: flex; justify-content: flex-end; align-items: flex-start;"> <div style="margin-right: 10px;"> a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> </div> </div> If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <div style="display: flex; justify-content: flex-end; align-items: flex-start;"> <div style="margin-right: 10px;"> N/A <input type="checkbox"/> <input checked="" type="checkbox"/> or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____ </div> </div>		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. N/A <input type="checkbox"/> <input type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input type="checkbox"/> b. Are you a Colorado resident? N/A <input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <div style="display: flex; justify-content: flex-end; align-items: flex-start;"> <div style="margin-right: 10px;"> <input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other (Explain in Detail) <u>Concession Agreement</u> </div> </div> a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord SILT 70 LLC	Tenant Rislende F&B LLC	Expires 4/3/2024
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name None	First Name	Date of Birth
Last Name	First Name	Date of Birth
FEIN or SSN		Interest/Percentage
FEIN or SSN		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: <div style="display: flex; justify-content: flex-end; align-items: flex-start;"> <div style="margin-right: 10px;"> Has a local ordinance or resolution authorizing optional premises been adopted? N/A <input type="checkbox"/> <input type="checkbox"/> Number of additional Optional Premise areas requested. (See license fee chart) _____ </div> </div>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. N/A		

Name Rislende F&B LLC	Type of License Lodging & Entertainment	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: N/A				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes" a copy of license must be attached.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation N/A				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> Yes <input type="checkbox"/> No				
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> Yes <input type="checkbox"/> No				
c. How long has the club been incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> Yes <input type="checkbox"/> No				
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: N/A				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> Yes <input type="checkbox"/> No				
22. Campus Liquor Complex applicants answer the following: N/A				
a. Is the applicant an institution of higher education? <input type="checkbox"/> Yes <input type="checkbox"/> No				
b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Webb		First Name of Manager Carly		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
25. Related Facility - Campus Liquor Complex applicants answer the following: <input type="checkbox"/> Yes <input type="checkbox"/> No				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? N/A If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager N/A		First Name of Manager		
26. Tax Information. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Mitchell Weimer	Home Address, City & State 121 Polo Road, Glenwood Springs, CO 81601	DOB 8/9/1972	Position Member	%Owned 51%
Name Colin Buerger	Home Address, City & State 121 Polo Road, Glenwood Springs, CO 81601	DOB 3/1/1983	Position Member	%Owned 49%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name Risende F&B LLC		Type of License Lodging & Entertainment	Account Number	
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>				
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>Mitchell Weimer</i>		Printed Name and Title Mitchell Weimer, Member		Date Apr 19, 2023
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 5-16-23		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 6-26-23		
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>				
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>				
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for Town of Silt		Telephone Number 970-876-2353		<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

Tax Check Authorization, Waiver, and Request to Release Information

I, Mitchell Weimer am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rislende F&B LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Rislende F&B LLC		Social Security Number/Tax Identification Number [REDACTED]	
Address 54 County Road 311			
City Silt		State CO	Zip 81652
Home Phone Number		Business/Work Phone Number (970) 404-6233	
Printed name of person signing on behalf of the Applicant/Licensee Mitchell Weimer			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <i>Mitchell Weimer</i>			Date signed Apr 19, 2023

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Rislende F&B LLC dba Rislende Events	Home Phone Number N/A	Cellular Number 970-404-6233
---	--------------------------	---------------------------------

2. Your Full Name (last, first, middle) Weimer, Mitchell Jay	3. List any other names you have used Mitch Weimer
---	---

4. Mailing address (if different from residence) N/A	Email Address mitchell.weimer@gmail.com
---	--

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
121 Polo Road	Glenwood Springs, CO 81601	2/2021	Present
345 Communipaw Ave	Jersey City, NJ 07304	3/2014	2/2021

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
MBO Partners	20405 Exchange St., Ste 301 Ashburn, VA 20147	Consultant	9/2020	Present
Price Waterhouse Coopers LLP	300 Madison Ave, NY, NY 10017	Director	4/2016	9/2020
Bed Bath & Beyond Inc.	650 Liberty Ave, Union, NJ 07083	Director	8/2013	4/2016

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee
None			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No

N/A

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No

N/A

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
N/A					
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
N/A					
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Personal and Financial Information					
Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.					
13a. Date of Birth		b. Social Security Number		c. Place of Birth	
[REDACTED]		[REDACTED]		Denver, CO	
e. If Naturalized, state where				d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
N/A				N/A	
f. When		g. Name of District Court			
N/A		N/A			
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number	
N/A		N/A		k. Permanent Residence Card Number	
N/A		N/A		N/A	
l. Height		m. Weight		n. Hair Color	
6' 2"		180		Brown	
o. Eye Color		p. Gender		q. Do you have a current Driver's License/ID? If so, give number and state.	
Brown		Male		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] State CO	
14. Financial Information.					
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.					
\$ 75,000					
b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0					
* If corporate investment only please skip to and complete section (d)					
** Section b should reflect the total of sections c and e					
c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)					
Type: Cash, Services or Equipment		Account Type		Bank Name	
None					
d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)					
Type: Cash, Services or Equipment		Loans		Account Type	
Cash		N/A		Checking	
				US Bank	
e. Loan Information (Attach copies of all notes or loans)					
Name of Lender		Address		Term	
None					
Oath of Applicant					
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.					
Authorized Signature		Print Signature		Title	
Mitchell Weimer		Mitchell Jay Weimer		Member	
				Date	
				Apr 19, 2023	

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Rislende F&B LLC dba Rislende Events		Home Phone Number N/A	Cellular Number 970-355-4833	
2. Your Full Name (last, first, middle) Buerger, Colin Porter		3. List any other names you have used N/A		
4. Mailing address (if different from residence) N/A		Email Address colin.buerger@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip	From	To
121 Polo Road		Glenwood Springs, CO 81601	2/2021	Present
345 Communipaw Avenue		Jersey City, NJ 07304	3/2014	2/2021
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Self	121 Polo Road, Glenwood Springs, CO 81601	Founder	May 2013	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
N/A				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
N/A				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 01/11/1980	b. Social Security Number [REDACTED]	c. Place of Birth Denver, CO	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where N/A	f. When N/A	g. Name of District Court N/A	
h. Naturalization Certificate Number N/A	i. Date of Certification N/A	j. If an Alien, Give Alien's Registration Card Number N/A	k. Permanent Residence Card Number N/A
l. Height 6'0"	m. Weight 190	n. Hair Color Brown	o. Eye Color Brown
p. Gender Male	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 75,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
None			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash	N/A	Checking	US Bank	\$75,000

e. Loan Information (Attach copies of all notes or loans)

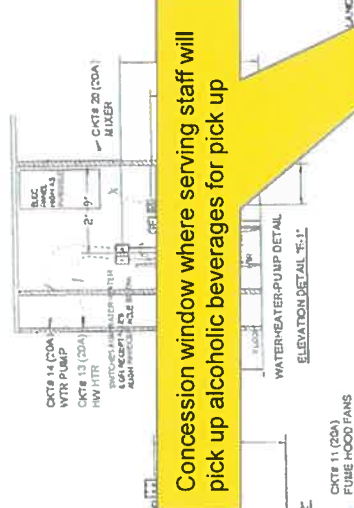
Name of Lender	Address	Term	Security	Amount
None				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

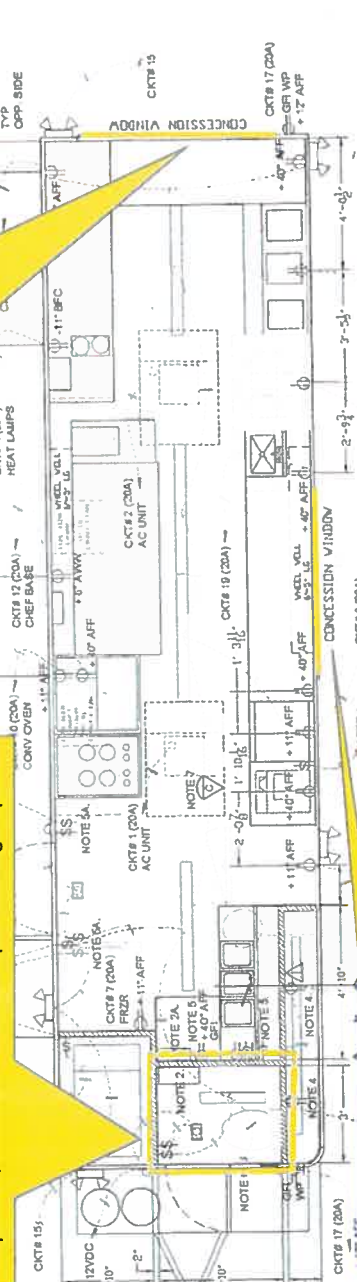
Authorized Signature Colin Buerger	Print Signature Colin Porter Buerger	Title Member	Date Apr 19, 2023
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PANEL SCHEDULE 100 AMP NEW 174 SPACE	
#	DESCRIPTION
1	AC UNIT (1000VA)
2	BATCH FRZR (1000VA)
3	HEAT LAMP (1000VA)
4	WTR PUMP (1000VA)
5	STM TABLE (1000VA)
6	SAFAD PREP (1000VA)
7	FREEZER (1000VA)
8	REFRIGERATOR (1000VA)
9	CONV OVEN (1000VA)
10	COOLER (1000VA)
11	WTR PUMP (1000VA)
12	WTR PUMP (1000VA)
13	WTR PUMP (1000VA)
14	WTR PUMP (1000VA)
15	WTR PUMP (1000VA)
16	WTR PUMP (1000VA)
17	WTR PUMP (1000VA)
18	WTR PUMP (1000VA)
19	WTR PUMP (1000VA)
20	WTR PUMP (1000VA)
21	WTR PUMP (1000VA)
22	WTR PUMP (1000VA)



- NOTES:**
1. ALL WIRING 12AWG MINIMUM.
 2. TRANSFER SWITCH WITH STD RV CORD.
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 17. TRANSFER SWITCH WITH STD RV CORD.
 18. TRANSFER SWITCH WITH STD RV CORD.
 19. TRANSFER SWITCH WITH STD RV CORD.
 20. TRANSFER SWITCH WITH STD RV CORD.
 21. TRANSFER SWITCH WITH STD RV CORD.
 22. TRANSFER SWITCH WITH STD RV CORD.

Separate, lockable 2'x3'x6' liquor storage space



Concession window with point of sale for alcohol sales

Concession window where serving staff will pick up alcoholic beverages for pick up

Concession window with point of sale for alcohol sales

Concession window where serving staff will pick up alcoholic beverages for pick up

Concession window with point of sale for alcohol sales

Concession window where serving staff will pick up alcoholic beverages for pick up

Concession window with point of sale for alcohol sales

Concession window where serving staff will pick up alcoholic beverages for pick up

Concession window with point of sale for alcohol sales

Concession window where serving staff will pick up alcoholic beverages for pick up

Concession window with point of sale for alcohol sales

Concession window where serving staff will pick up alcoholic beverages for pick up

Concession window with point of sale for alcohol sales

Food Trailer Diagram

32 x 8 Mobile Kitchens Custom Trailer
REV 1

FOOD AND BEVERAGE CONCESSION AND PROPERTY USE AGREEMENT

This Food and Beverage Concession and Property Use Agreement ("Agreement") is made and entered into on the 3rd day of April, 2023 ("Effective Date"), by and among SILT 70 LLC, a Colorado limited liability company ("Owner"), and RISLENDE F&B LLC, a Colorado limited liability company ("Concessionaire"). Owner and Concessionaire may be referred to herein as a "Party," or collectively as the "Parties."

WHEREAS, Owner has possession of the real property and improvements located at 54 County Road 311, Silt Colorado 81652 ("Property");

WHEREAS, Owner desires to permit Concessionaire the right to occupy and possess the Property, and to exclusively provide food and beverage service, including alcohol beverage service, to Concessionaire's guests, invitees, and customers of the Property (collectively, "Food and Beverage Services");

WHEREAS, Concessionaire desires to provide the Food and Beverage Services and occupy the Property for said purposes; and

WHEREAS, Concessionaire represents that on or before the date it begins selling alcohol beverages at the Property pursuant to this Agreement, it will have obtained the necessary permits and/or licenses from the Town of Silt and the State of Colorado, Department of Revenue, Liquor Enforcement Division (collectively, "Licensing Authorities"), to lawfully permit Concessionaire to commence the performance of its obligations hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties agree as follows:

1. Grant of Exclusive Rights. Concessionaire is hereby appointed to provide the Food and Beverage Service at the Property. Owner grants Concessionaire the exclusive right to occupy the Property and provide the Food and Beverage Service, and to use, and bring upon the Property, all appurtenant fixtures, equipment, furniture, inventory, and the like incident thereto.

2. Term. The term of this Agreement shall be twelve (12) months ("Term"). The Term shall automatically renew for additional Terms. Notwithstanding anything to the contrary herein, this Agreement shall terminate and expire upon thirty (30) days' prior written notice by either Party. This Agreement shall also terminate immediately should Concessionaire at any time fail to maintain the requisite permits and/or licenses from the Licensing Authorities, or other consents or approvals from any governmental authority, which are required for Concessionaire to operate the Food and Beverage Services. Upon any such termination and/or expiration of this Agreement, Concessionaire shall transfer all applicable permits and/or licenses required to sell alcohol beverages to Owner or Owner's designee, and shall cooperate in all respects with the timely payment of all fees and costs, and the timely procurement and related payment, if any, required to obtain all paid-in-full wholesaler affidavits.

3. Fee. Concessionaire shall pay to Owner a monthly rental fee in the amount of [REDACTED], due on or before the 15th day of the month during the Term, as may be extended herein.

4. Cooperation with the Licensing Authorities. Concessionaire shall provide such information and execute such documentation as the Licensing Authorities may reasonably require for issuance to Concessionaire of all permits and/or licenses required for the Food and Beverage Services, and any renewals thereof. The expenses associated with such issuance or renewal shall be solely borne by Concessionaire.

5. Conduct of Business on Property.

(a) Concessionaire shall operate the Food and Beverage Services in accordance with all applicable federal, state, and/or local laws, statutes, ordinances, and/or regulations. Concessionaire shall operate the Food and Beverage Services continuously during operating hours as agreed to by the Parties.

(b) Concessionaire shall use due care to supervise its employees and agents in the proper sale and service of alcohol beverages.

(c) Concessionaire shall be responsible for, and shall pay, any fines or penalties arising out of its operation of the Food and Beverage Services, as well as any related attorney's fees and other costs, fees, and expenses.

(d) Concessionaire shall promptly take any action and pay all fees, costs, and expenses necessary to maintain the Food and Beverage Services in good standing.

(e) Concessionaire shall obtain all required permits and/or licenses and shall pay all required taxes, insurance, and other charges related to the Food and Beverage Services.

(f) Concessionaire shall solely be responsible for the hiring and payment of its employees, agents, representatives, and managers.

(g) Concessionaire shall be considered the "operator" of the Property as defined under Regulation 47-318, as promulgated under the Colorado Liquor Code. The Parties represent and warrant to each other that Concessionaire bears the risk of loss and the opportunity to gain profit from the operation of the liquor license on the Property. The Parties agree that Concessionaire is in total and exclusive possession of the Premises for alcohol purposes, that it guarantees its own debts, it is the beneficiary under its own insurance policies, and it is liable for its own federal, state, and local taxes. The Parties agree to cooperate with one another in furtherance of satisfying the requirements in Regulation 47-318, and shall take all necessary or convenient actions to ensure said compliance. Owner grants Concessionaire permission to hire a manager, if any, as authorized under Regulation 47-318.

6. Indemnity; Insurance.

(a) Concessionaire shall defend, indemnify, and hold harmless Owner and any of its respective officers, managers, members, employees and agents, from all loss, costs, compensation, and/or damages, including reasonable attorney's fees of counsel chosen by Owner, arising out of or in connection with Concessionaire's operation of the Food and Beverage Services, Concessionaire's possession of the Property, and/or Concessionaire's breach or default of this Agreement.

(b) Concessionaire, at its sole cost and expense, shall, at all times, procure, timely pay, and keep in full force and effect: (i) a commercial general liability policy (ISO form or equivalent), including insurance against assumed or contractual liability under this Agreement with respect to the Property and the operations of Concessionaire in, on, or about the Property, in which the limits with respect to personal liability and property damage shall be not less than Two Million Dollars (\$2,000,000) per occurrence; (ii) special form ("all risk") property insurance, including theft coverage, written at replacement cost value in an adequate amount to avoid coinsurance and a replacement cost endorsement insuring Concessionaire's merchandise, trade fixtures, furnishings, equipment and all items of personal property of Concessionaire and including property of Concessionaire's customers located on, in, or about the Property; (iii) workers' compensation coverage in accordance with state statutory limits; (iv) with respect to alterations, improvements, and the like, required or permitted to be made by Concessionaire hereunder, contingent liability and builder's risk insurance, in amounts satisfactory to Owner; (v) product liability coverage, including, without limitation, liquor liability coverage and coverage for liability arising out of the consumption of food and/or alcohol beverages on, in, or obtained at the Property, of not less than Two Million Dollars (\$2,000,000) per occurrence for personal injury and death and property damage; and (vi) such insurance as may from time to time be required by Owner. Concessionaire shall cause all such policies of insurance to include Owner, its officers, managers, members, directors, employees, and agents, as additional named insureds and shall include a clause that the insurer shall not cancel, fail to renew, or change the insurance without first giving thirty (30) days' prior written notice to Owner.

7. Maintenance, Repairs, and Replacements. All maintenance of, and repairs and replacements to, the Property, equipment, fixtures, and improvements, shall be the sole responsibility of Concessionaire.

8. No Partnership, Agency, or Joint Venture. Nothing herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partnership, joint venture, or similar arrangement between the Parties.

9. No Third-Party Beneficiaries. This Agreement has been made and entered into for the sole protection and benefit of Concessionaire and Owner, and their respective successors and assigns, and no other person or entity shall have any right or action under this Agreement.

10. Assignment. This Agreement may not be assigned by Concessionaire without the prior written approval of Owner.

11. Counterparts. This Agreement may be executed in counterparts, with each counterpart to constitute an original and all counterparts, taken together, to constitute one and the same agreement.

12. Governing Law. This Agreement will be interpreted under and governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement on date first above written.

OWNER:

Silt 70 LLC

By: 

Name: DENNIS CARMITH

Title: MANAGER

CONCESSIONAIRE:

Rislende F&B LLC

By: Mitchell Weimer

Name: Mitchell Weimer

Title: Owner

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Rislende F&B LLC

is a

Limited Liability Company

formed or registered on 03/10/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231276874 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2023 that have been posted, and by documents delivered to this office electronically through 03/22/2023 @ 12:53:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2023 @ 12:53:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14804378 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State

Colorado Secretary of State

ID#: 20231276874

Document #: 20231276874

Filed on: 03/10/2023 10:13:15 AM

Paid: \$1.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Rislende F&B LLC

The principal office street address is 121 Polo Rd
Glenwood Springs CO 81601
US

The principal office mailing address is 121 Polo Rd
Glenwood Springs CO 81601
US

The name of the registered agent is Mitchell Weimer

The registered agent's street address is 121 Polo Rd
Glenwood Springs CO 81601
US

The registered agent's mailing address is 121 Polo Rd
Glenwood Springs CO 81601
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

August Group LLC
121 Polo Rd
Glenwood Springs CO 81601
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Mitchell Weimer
121 Polo Rd
Glenwood Springs CO 81601
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

RISLENDE EVENTS

(Entity ID # 20231282811)

was filed in this office on 03/13/2023 with an effective date of 03/13/2023 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/21/2023 that have been posted, and by documents delivered to this office electronically through 04/26/2023 @ 14:10:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/26/2023 @ 14:10:19 in accordance with applicable law. This certificate is assigned Confirmation Number 14911333 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
RISLENDE F&B LLC**

This Multi-Member LLC Operating Agreement ("Agreement") represents RISLENDE F&B LLC that was formed in the State of Colorado on March 10 2023 ("Company").

The following represents the initial 2 Member(s) of the Company and their respective ownership interest:

MITCHELL WEIMER, of 121 POLO ROAD, GLENWOOD SPRINGS, Colorado, 81601, and has 51% ownership in the Company and,

COLIN BUERGER, of 121 POLO ROAD, GLENWOOD SPRINGS, Colorado, 81601, and has 49% ownership in the Company.

("Member(s)")

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Colorado and set forth the terms herein of the Company's operation and the relationship between the Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business.

The name of the Company is RISLENDE F&B LLC with a principal place of business at 54 COUNTY ROAD 311, SILT, Colorado, 81652. The mailing address shall be 121 POLO ROAD, GLENWOOD SPRINGS, Colorado, 81601.

2. Registered Agent.

The name of the Registered Agent is MITCHELL WEIMER with a registered office located at 121 POLO ROAD, GLENWOOD SPRINGS, Colorado, 81601 for the service of process as of March 13 2023 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Colorado.

3. Formation.

The Company was formed on March 10 2023, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").

4. Purpose.

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

Capital contributions to the Company shall be made by 2 Members:

MITCHELL WEIMER shall be contributing [REDACTED] CASH CONTRIBUTION The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

COLIN BUERGER shall be contributing [REDACTED] CASH CONTRIBUTION The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash, and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities, and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

7. Distributions.

For the purposes of this Agreement, "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

At the sole decision of the Members, the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Member(s) in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Member(s) in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (c) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Member(s) as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order of priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records, and Tax Returns.

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement, a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions, and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a Partnership in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Members in accordance with this Agreement and the laws of the State of Colorado.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation, and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of over fifty percent (50%) of the Members' ownership-interest.

Notwithstanding any other provision of this Agreement, the Member(s) shall not sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company without a vote of over fifty percent (50%) of the Members' ownership-interest.

The Member(s) shall receive such sums for compensation as Member(s) of the Company as may be determined from time to time by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

11. Meetings of Member(s).

The annual meeting of the Member(s) shall be held on the 1st of April (day/month) at the principal office of the Company or at such other time and place as the Member(s) determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Member(s) may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Member(s), for any purpose or purposes, may be called by any Member(s) (or such other number of Member(s) as the Member(s) from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Member(s), the presence of Member(s) holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Member(s) pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Member(s). If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally notified. The Member(s) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Member(s) to leave less a quorum.

At all meetings of the Member(s), a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Member(s) at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member(s) shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to Member(s) who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Member(s), or any other action which may be taken at a meeting of the Member(s), may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Member(s) entitled to vote with respect to the subject.

Member(s) of the Company may participate in any meeting of the Member(s) by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests.

Except as otherwise provided in this Agreement, no Member(s) or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the unanimous vote of the Member(s) in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Member(s) agree that Member(s) may voluntarily withdraw from the Company only with the approval, vote, or consent consisting of a unanimous vote of the Member(s). Unless the withdrawing member's ownership interest was sold, it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company, the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer, or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer, or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal.

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Member(s) of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the other Member(s) shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Member(s) may elect to accept the offer, and if more than one of the other Member(s) elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Member(s) so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Member(s) elect to accept the offer, then the closing of title shall be held in accordance with the offer, and the Selling Member shall deliver to the other Member(s) who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Member(s) shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Member(s) who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Member(s) in accordance with this Agreement.

14. Admission of New Member(s).

The Company may admit new Member(s) (or transferees of any interests of existing Member(s)) into by the purchase or transfer of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants, and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro-rata allocations of income, losses, or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company.

The sale of the Company, either partially or in its entirety, shall only be approved by a vote of over fifty percent (50%) of the Members' ownership-interest. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Member(s) and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Member(s), then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events.

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Member(s) of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within the aforesaid sixty-day period the remaining Member(s), by the unanimous vote or consent of the Member(s) (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member(s) in the Company, other than the allocations and distributions to which such Member is entitled unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation.

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Member(s) to dissolve the Company made by a vote of over fifty percent (50%) of the Members' ownership-interest.; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Member(s) to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Member(s) a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Member(s); (2) to the payment of debts and liabilities to Member(s); (3) to the setting up of any reserves which the Liquidating Agent may

deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to a licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Member(s) in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Member(s) shall no longer be Member(s), and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Member(s).

Each of the Member(s) represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership.

Every membership interest in the Company may be evidenced by a Certificate of Membership issued by the Company, although it is not required. This Operating Agreement shall serve as sufficient evidence of each Member's ownership in the Company. If a Certificate of Membership is issued, such Certificate shall set forth the name of the Member holding the membership interest and the Member's percentage interest held by the Member, and shall bear the following statement:

the Member(s) on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Member(s) required to vote on such subject.

23. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on March 13 2023.

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of RISLENDE F&B LLC dated effective as of March 10 2023 , as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices.

All notices, demands, requests, or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Member(s) pursuant to this Agreement.

21. Arbitration.

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence, and attorneys' fees, except that in the discretion of the arbitrator, any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments.

This Agreement may not be altered, amended, changed, supplemented, waived, or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Member(s), except by the vote or consent of all of the Member(s). No amendment of any provision of this Agreement relating to the voting requirements of

Signature:  Date: March 13, 2023

Print Name: MITCHELL WEIMER

Signature:  Date: March 13, 2023

Print Name: COLIN BUERGER

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company					License Number Pending	
2. Name of Licensee Rislende F&B LLC				3. Trade Name of Establishment (DBA) Rislende Events		
4. Address of Premises (specify exact location of premises) 53 County Road 311				5. Business Email Address colin.buerger@gmail.com		
City Silt		County Garfield		State CO	ZIP 81652	Business Phone Number (970) 404-6233
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.						
Section A – Manager Reg/Change				Section C		
<input type="checkbox"/> Manager's Registration (Hotel & Restr.)..... \$30.00 <input checked="" type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>				<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px;"> \$150.00 x Total Fee: </div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px;"> \$100.00 x Total Fee: </div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px;"> \$160.00 x Total Fee: </div> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00		
Section B – Duplicate License						
<input type="checkbox"/> Duplicate License \$50.00						

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☒ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ **Section C**

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 4) *To modify Premise, or add Sidewalk Service Area*, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 5) *For Optional Premises* go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 7) *Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change*, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) *Campus Liquor Complex Designation*, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) *To add another Related Facility* to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit N/A</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>								
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name N/A</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td><td style="width: 50%;">New Trade Name</td></tr> <tr> <td style="height: 20px;"></td><td></td></tr> <tr> <td>Old Corporate Name</td><td>New Corporate Name</td></tr> <tr> <td style="height: 20px;"></td><td></td></tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
Change of Location	<p>7. Change of Location N/A</p> <p><small>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</small></p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change N/A</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager</p> <p>Former manager's name <u>N/A</u></p> <p>New manager's name <u>Carly Webb</u></p> <p>(b) Date of Employment <u>6/1/2023</u></p> <p>Has manager ever managed a liquor licensed establishment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give name and location of establishment <u>N/A</u></p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area N/A</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities</p> <p>(a) Describe change proposed _____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation N/A An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Related Facility	12. Additional Related Facility N/A To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No

Oath of Applicant I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Mitchell Weimer</i>	Print name and Title Mitchell Weimer, Member	Date 5/4/2023
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY) The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) <i>Town of Silt</i>		Date filed with Local Authority <i>5-15-23</i>
Signature	Title	Date
Report of STATE Licensing Authority The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



June 10, 2023

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Rislende Events**
 54 County Road 311,
 Silt, CO 81652

Applicant: Rislende F&B, LLC

Purpose: Application for a NEW Lodging and Entertainment Liquor License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Rislende Events being granted a Lodging and Entertainment Liquor License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
91%	91	9%	9	100

Percentages in this report have been rounded to the nearest whole number.

SURVEY STATISTICS

	FAVOR "YES"		OPPOSE "NO"		TOTAL
Business Survey Results	94%	17	6%	1	18
Residential Survey Results	90%	74	10%	8	82

	BUSINESS	RESIDENTIAL	TOTAL
No Response	18	90	108
Declined to Participate	1	11	12
Not Qualified to Sign	10	19	29
Disqualified	0	2	2
"No" Signatures	1	8	9
"Yes" Signatures	17	74	91
TOTAL CONTACTS & ATTEMPTS	47	204	251

SURVEY STATISTICS (continued)

>Number of Businesses and Residents Contacted: 251 Attempts – 108 No Response = 143
 >Business Survey Participation Rate: 18 Signatures/ 19 Qualified Contacts = 95%
 >Residential Survey Participation Rate: 82 Signatures/ 95 Qualified Contacts = 86%
 >Percentage of Residents Home During Survey: 114 Contacts/ 204 Attempts = 56%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
No Reason	8	Do Not Sign Any Petitions/Surveys	6
<u>LIMIT TO BEER AND WINE</u>	<u>1</u>	Too Busy	3
Total	9	No Interested	2
		Against Company Policy	1
		Total	12
		NOT QUALIFIED CONTACTS	
		Owner / Manager Unavailable	10
		No English Spoken or Read	10
		Under 21	5
		Non-Resident	4
		Total	29

PETITION METHODOLOGY

- Survey Dates and Times:

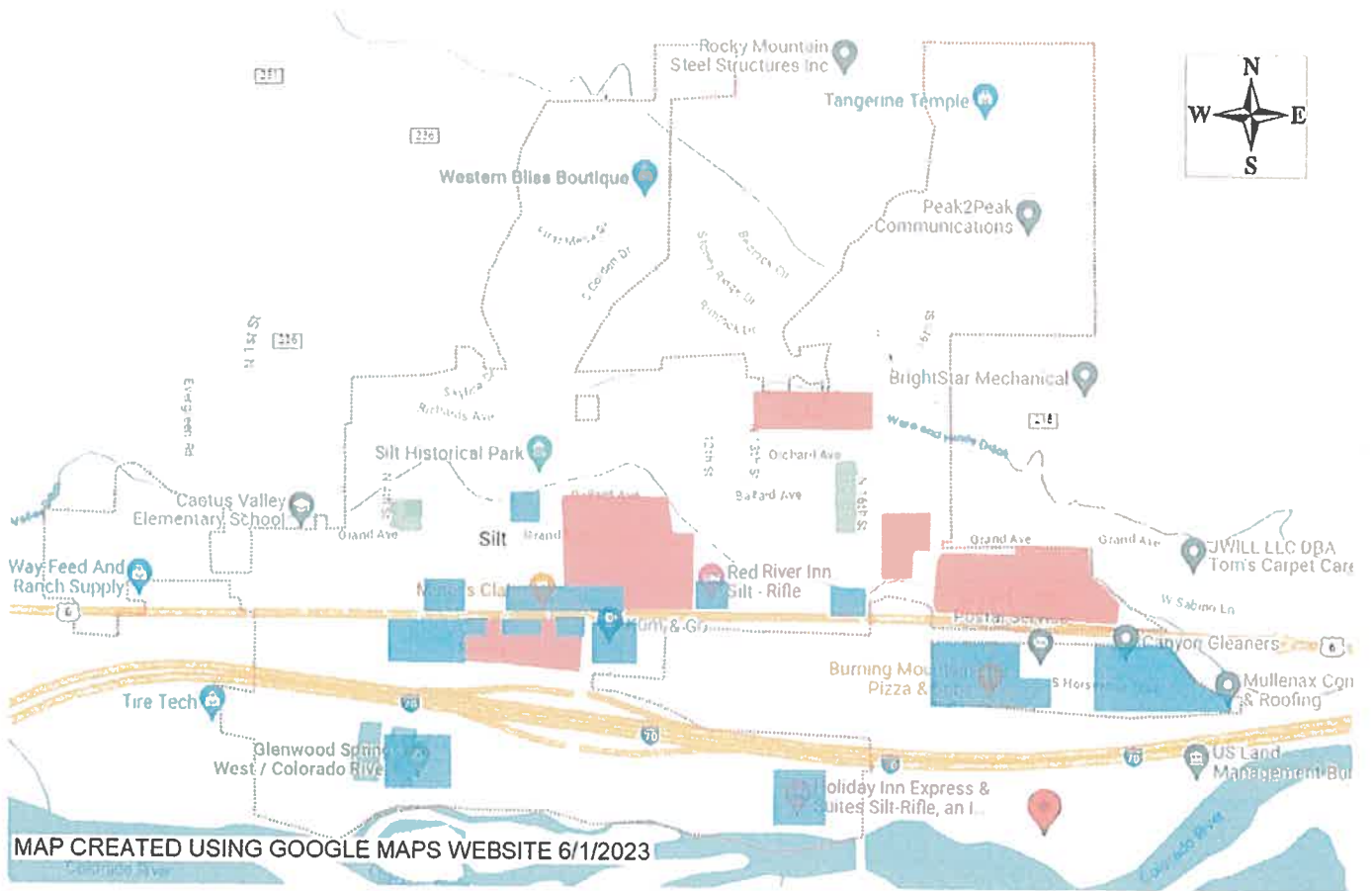
Business:	Friday, June 2, 2023	1:00 pm – 5:30 pm
Business & Residential:	Saturday, June 3, 2023	9:30 am – 5:30 pm

- Survey Areas: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see the attached map.
- Circulators of the Survey: There were two circulators for this survey doing a drive and drop. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to be completely unbiased in their approach to residents and business- people. The circulator had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. After the survey, the circulator signed notarized affidavits of circulation. All packets were filed with the Silt's Town's Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
 Liquor Licensing Professionals, LLC



RISLENDE EVENTS
 54 County Road 311
 Silt, CO 81652

APPLICATION FOR A
 LODGING AND
 ENTERTAINMENT
 LIQUOR LICENSE

TOWN
 BOUNDARY



SURVEY RESULTS:

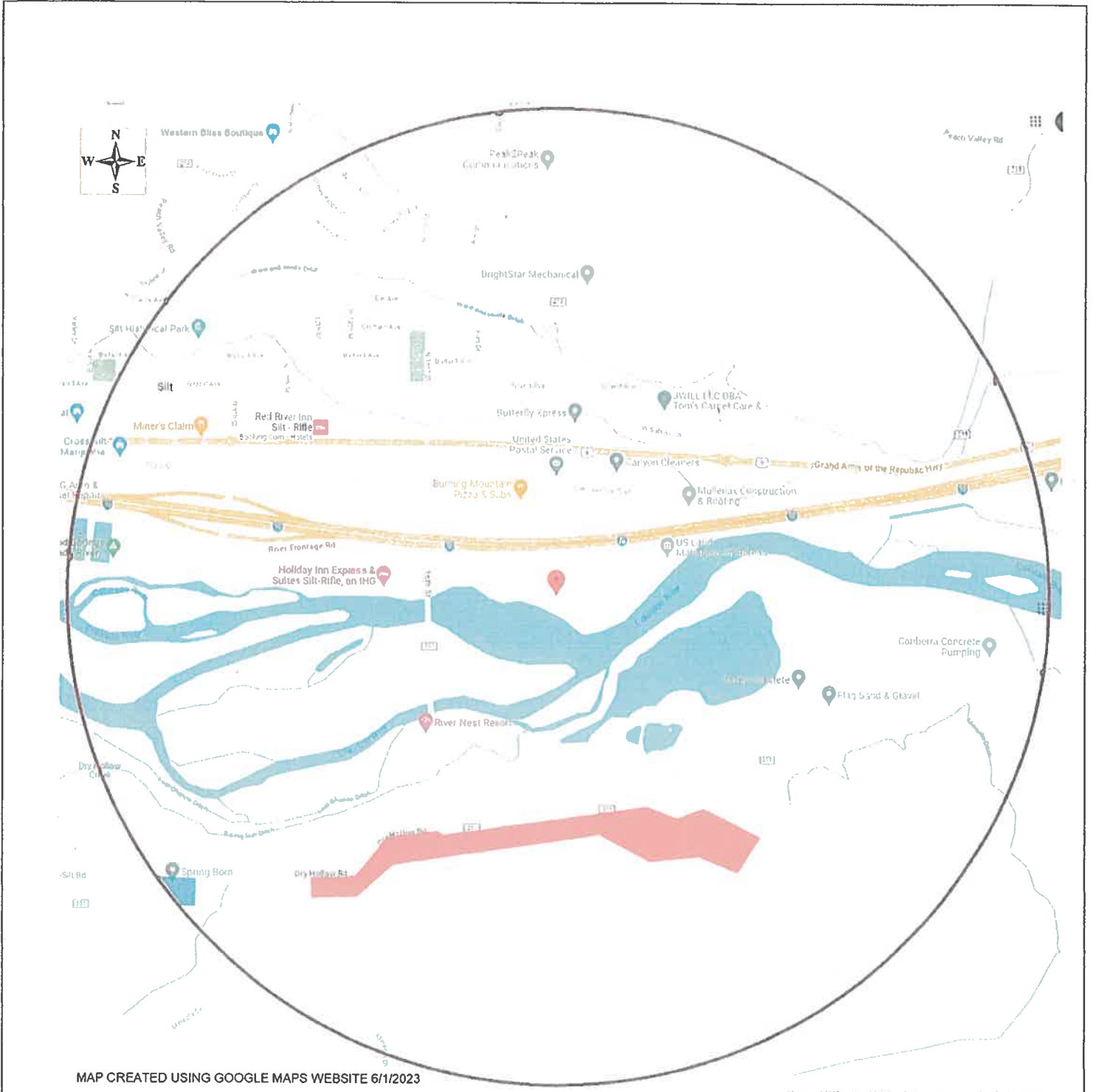


BUSINESS
 AREAS
 COVERED
 IN SURVEY



RESIDENTIAL
 AREAS
 COVERED
 IN SURVEY

SURVEY DATE :
 JUNE 2 & 3, 2023



MAP CREATED USING GOOGLE MAPS WEBSITE 6/1/2023

Map data ©2023 United States Terms Privacy Send feedback 500 ft

RISLENDE EVENTS
 54 County Road 311
 Silt, CO 81652

**APPLICATION FOR A
 LODGING AND
 ENTERTAINMENT
 LIQUOR LICENSE**

**TOWN
 BOUNDARY**



SURVEY RESULTS:

**BUSINESS
 AREAS
 COVERED
 IN SURVEY**

**RESIDENTIAL
 AREAS
 COVERED
 IN SURVEY**

**SURVEY DATE:
 JUNE 2 & 3, 2023**

**BUSINESS PETITION TO THE
LIQUOR LICENSING AUTHORITY OF THE TOWN OF SILT**

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Lori Malsbury, Deputy Clerk of Silt at: 970.876.2353 ext. 121.**

Applicant: Rislende F&B, LLC
d/b/a: **Rislende Events**
Address: 54 County Road 311, Silt, CO 81652
Application for a **NEW Lodging and Entertainment Liquor License**

A **Public Hearing** on this matter will be held before the Silt Licensing Authority, on
Monday, June 26th, 2023, at 7:00 pm at the
Town Hall, 231 N. 7th Street, Silt, Colorado 81652

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.


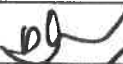


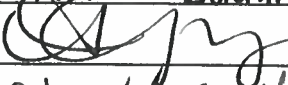


PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

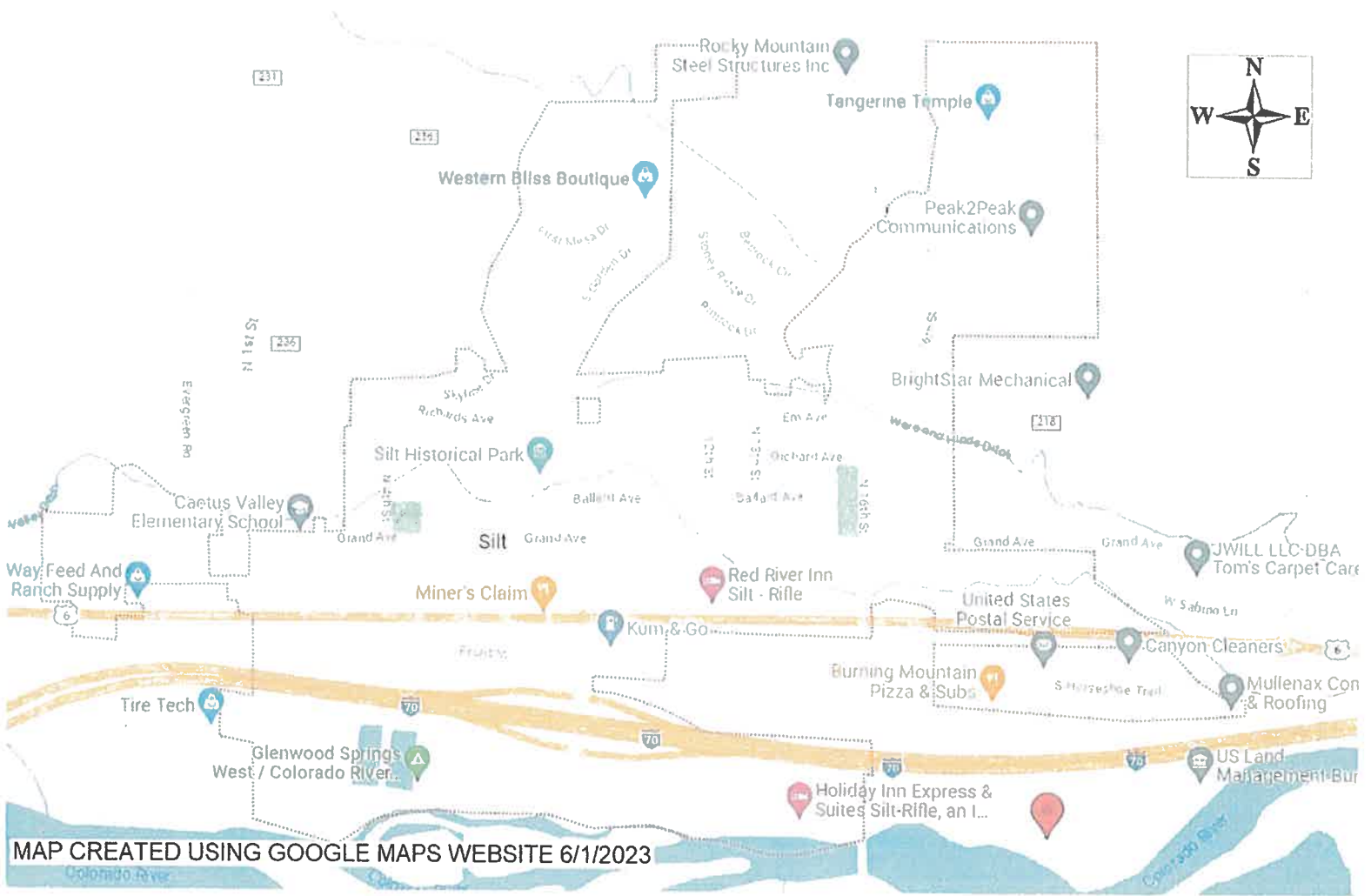
If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
6-2-23	Patricia Bussell	Holiday Inn	58	✓		Owner Manager
6-2-2023	Robert Anderson	1535 River Frontage Rd	52	✓		Owner Manager
6-2-23	Tracy M. Cronell	SH 608/652				Owner Manager
6-2-23	Tracy M. Cronell	Kenn + G.O.				
6-2-23	Tracy M. Cronell	905 MAIN ST SILT	53	✓		Owner Manager
6/2/23	Lindsay Bergstrom	1817 medicine bow	25	✓		Owner Manager
6/2/23	Burning Mtn Pizza					
6/2/23	EVERETT CRAIG	AERO CARE	67	✓		Owner Manager
		1818 Medicine Bow Ct				

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
6/2/23	 Ryan Melcher	2107 N. Horseshoe Tr. ASAX Poolworks	43	X		Owner Manager
6/2/23	Emiro Uribe Emiro Uribe	2017 N. Horseshoe Tr Hogback Forge	65	X		Owner Manager
6/2/23	Bharat Kunwar 	200 Red River Inn 1200 Main St.	55	✓		Owner Manager
6/2/23	Constance Kone 	Columbine h/b 840 Main	54	✓		Owner Manager
6/2/23	EDDY DEJETERO 	810 MT 3TH LAMARCA LA PLACITA	35		X	Owner Manager
6/2/23	Alicia Bartel Alicia Bartel	Wild Roots Boutique 702 Main Street	39	X		Owner Manager
6/2/23	TITUS DJ TITUS DJ	700 Main St Silt. Liquor	43	X		Owner Manager
6/2/23	Amanda Jennings 	Salon West 106 N. 8th Street.	38	X		Owner Manager
6/2/23	Charlene Moen Charlene Moen	CLX2 Performance 401 Main St	39	X		Owner Manager
6-2-23	Jony Druz 	502 Green Cross Front St Silt Colorado	38	X		Owner Manager
6/2/23	AROI BACK Crosback	521 Main St Silt Co The whimsical wagon	57	X		Owner Manager
6-2-23	Fernando Mues 	Fern VS Tacos 831 Main St Silt Co 531 Main St	47	X		Owner Manager
6-3-23	Jaimie Baca Jaimie Baca	5840 CO RD 331 Springborn	31	X		Owner Manager

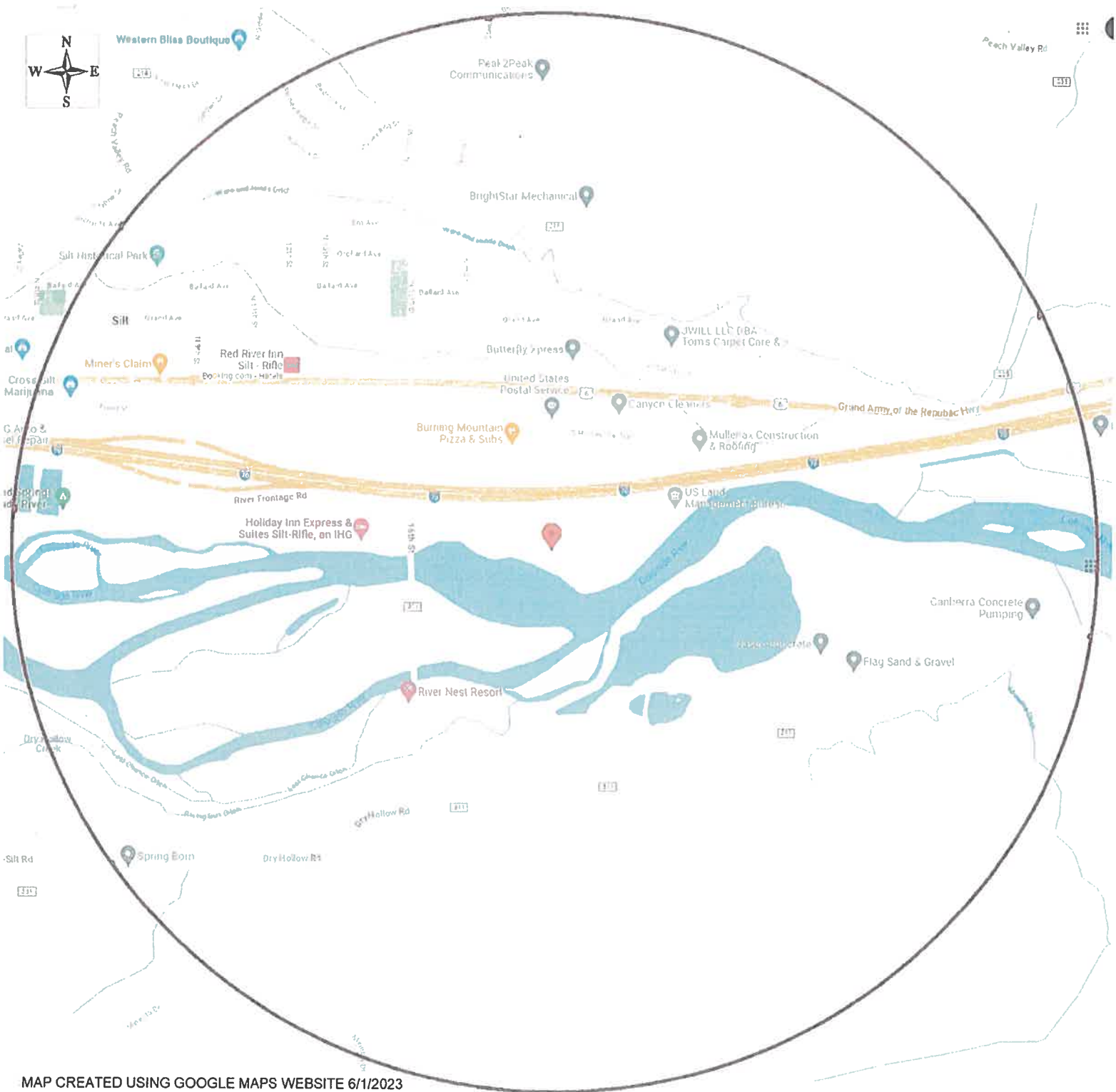


RISLENDE EVENTS
54 County Road 311
Silt, CO 81652

**APPLICATION FOR A
 LODGING AND
 ENTERTAINMENT
 LIQUOR LICENSE**

**TOWN
 BOUNDARY**





MAP CREATED USING GOOGLE MAPS WEBSITE 6/1/2023

RISLENDE EVENTS
54 County Road 311
Silt, CO 81652



**APPLICATION FOR A
 LODGING AND
 ENTERTAINMENT
 LIQUOR LICENSE**

WILLOW CREEK

**TOWN
 BOUNDARY**

Map data ©2023 United States Terms Privacy Send feedback 500 ft



~ AFFIDAVIT OF CIRCULATION ~

I, Kimberly M Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

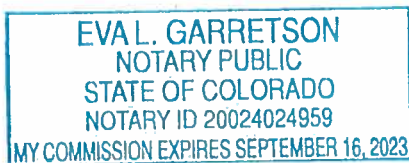
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberly M Bobo
Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 5th day of JUNE, 2023



[Signature]
Notary Public

My Commission expires: SEPTEMBER 16th, 2023

RESIDENTIAL PETITION TO THE LIQUOR LICENSING AUTHORITY OF THE TOWN OF SILT

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Lori Malsbury, Deputy Clerk of Silt at: 970.876.2353 ext. 121.**

Applicant: Rislende F&B, LLC
d/b/a: **Rislende Events**
Address: 54 County Road 311, Silt, CO 81652
Application for a **NEW Lodging and Entertainment Liquor License**

A **Public Hearing** on this matter will be held before the Silt Licensing Authority, on
Monday, June 26th, 2023, at 7:00 pm at the
Town Hall, 231 N. 7th Street, Silt, Colorado 81652

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
6/3/23	Greg Orosz <i>[Signature]</i>	130 N. 9th St.	32	X		
6/3/23	Lauren Orosz <i>[Signature]</i>	130 N. 9th St.	27	X		
6/3/23	JACOB MUNIZ <i>[Signature]</i>	230 N. 9 th St	54	X		
6/3/23	ADAM EPPLE <i>[Signature]</i>	240 N 9th St	47	X		
6/3/23	Grisele Garcia <i>[Signature]</i>	1438 Donnelly Ct	34	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
06-03-23	William Diaz	1438 Donelby Ct	40	X		
	W. Diaz	Silt C.O.				
6/02/23	DAVE MOORE	1490 Donelby	over 21		X	
	D. Moore					
6-3-23	Guillermo Hdez	1021 Donelby Ct	40	X		
	G. Hdez					
6-3-23	Keycee Martinez	1002 Donelby Ct	23	X		
	K. Martinez	Silt CO				
6/3/23	Pablo Bogarin	1013 Donelby Ct	30	X		
	P. Bogarin	Silt, CO 81652				
6/3/23	Francisco Alvarez	1015 Donelby Ct.	36	X		
	F. Alvarez					
6/3/23	Mary Jo Spain	1019 Donelby Ct	75	/		
	M. Spain					
6/3/23	Karen Teller	1023 Donelby Ct	34	✓		
	K. Teller					
6/3/23	Achim Nigbur	1025 Donelby Ct	69	X		
	A. Nigbur					
6/3/23	Javier Alvarez	1027 Donelby Ct.	36	✓		
	J. Alvarez					
4/3/23	Tony Baggett	1120 MAIN ST #1	49	✓		
	T. Baggett	SILT, CO, 81652				
6/3/23	Crystal Sorce	1120 Main St #5	38	✓		
	C. Sorce	Silt, CO 81652				
6/3/23	Lucio Sosa	1207 Donelby Ct	22	✓		
	L. Sosa					

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
6/3/23	Lucio Sosa	1207 Donnelly Ct	50	X		
6/3/23	Lucio Sosa					
6/3/23	Carmen Puydel	1227 Donnelly	44	X		
6.3.23	Carmen Puydel					
6.3.23	Maria Vidrio	1247 Donnelly Ct	43	✓		
6.3.23	Jennifer Hess	1121 Grand Ave	54	✓		
	Jennifer Hess	S. 15 CO 81652				
6/3/23	RY ROSEGERY	1093 Falcon	73	✓		
	RY ROSEGERY	S. 15				
6.3.23	Linda Gault	1830 Fawn Ct	73	✓		
	Linda Gault	S. 15 CO				
6.3.23	Alvaro Macias	1802 Fawn Ct	69	✓		
	Alvaro Macias	S. 15 CO 81652				
6.3.23	ANGILO CINTO FANTE	1819 FAWN CT	66	✓		
	Angilo Cinto	S. 15 CO 81652				
6.3.23	John Cox	1827 Fawn Ct	54	✓		
	John Cox					
6/3/23	BIRIDIANA	1835 FAWN	29	X		
	BIRIDIANA	COURT S. 15 CO 81652				
6.3.23	BIRIDIANA	1835 Fawn	41	✓		
	Eduardo Herrera	Ct				
6/3/23	Celia Hernandez	1835 Fawn	46	X		
	MARIA HERRERA	Ct				
	Maria Herrera					
						DO INCOMPLETE

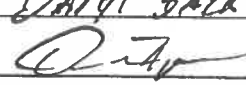
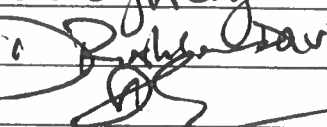
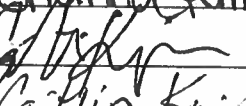
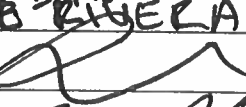

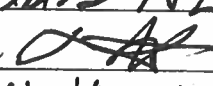
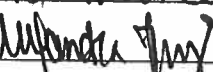
Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
6-3-23	Manuel X Manuel Lopez	1907 Pioneer Dr.	61		X	
6-3-23	Allison Pinkerton Allison Pinkerton	1913 Pioneer Dr.	31	✓		Fun Idea
6/3/23	Amanda Hrehovits Amanda Hrehovits	1915 Pioneer Ch.	25	✓		Love it.
6/3/23	Rally Miller Rally Miller	1915 Pioneer Dr	40	X		
6-3-23	Joshy Poppe Joshy Poppe	2005 Pioneer Dr	48	X		great 😊
6/3/23	Anna Price Anna Price	2013 Pioneer Dr	23	✓		
6/3-2023	Doza Mendez Doza Mendez	2021 Pioneer Dr	54	✓		
6/3-2023	Eddy Sauerberg Eddy Sauerberg	2025 Pioneer Dr.	52	✓		
6/3-2023	Tranquilino Flores Tranquilino Flores	2033 Pioneer Dr Silt Co	48	✓		
6/3/23	Karla Gallardo Karla Gallardo	2026 Pioneer Dr.	37	✓		
6-3-23	Chickadee Chickadee	2003 Chickadee	42	✓		
6-3-23	Calvin Sagan Calvin Sagan	2007 Chickadee Ct	43	✓		
6/3/23	Ambri Sheehan Ambri Sheehan	2007 Chickadee Ct	25	✓		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
6-3-23	Christian Soun Christian Soun	2007 Chickadee Court Silt Co	23	V		
6-3-23	Cody HUNSTAD Cody Huns	2003 CHICKADEE Ct Silt, Co Bldg 2	33	X		
6-3-23	Kyle Allen K. Allen	1917 Chickadee Ct	26		X	
6-3-23	Glen & Dai Glen & Dai	1910 Pioneer Dr	26		X	
6-3-23	Jayda Schuler Paul Schuler	777 Main St. Vast 14 Silt, Co Bldg 2	25	V		
6-3-23	Amy Wilson Amy Wilson	777 Main St Apt. 9	37	Y		
6-3-23	Karla Celoskno Karla Celoskno	777 Main St Apt 1	24	✓		
6-3-23	Jose Morales Jose Morales	777 Main St #1	30	X		
6-3-23	Matt Anderson Matt Anderson	777 Main St #15	38	X		
6-3-23	Chad Bohake Chad Bohake	777 Main St #11	48	X		
6-3-23	Jennifer Ayala Jennifer Ayala	777 Main St #13	23	✓		
6-3-23	Debra Enlow Debra Enlow	130 S. 9th Silt. Co	65	X		
6-3-23	David Enlow David Enlow	130 S. 9th Silt. Co	45	X		

Please sign your name only; First Name, Middle Initial, Last Name.

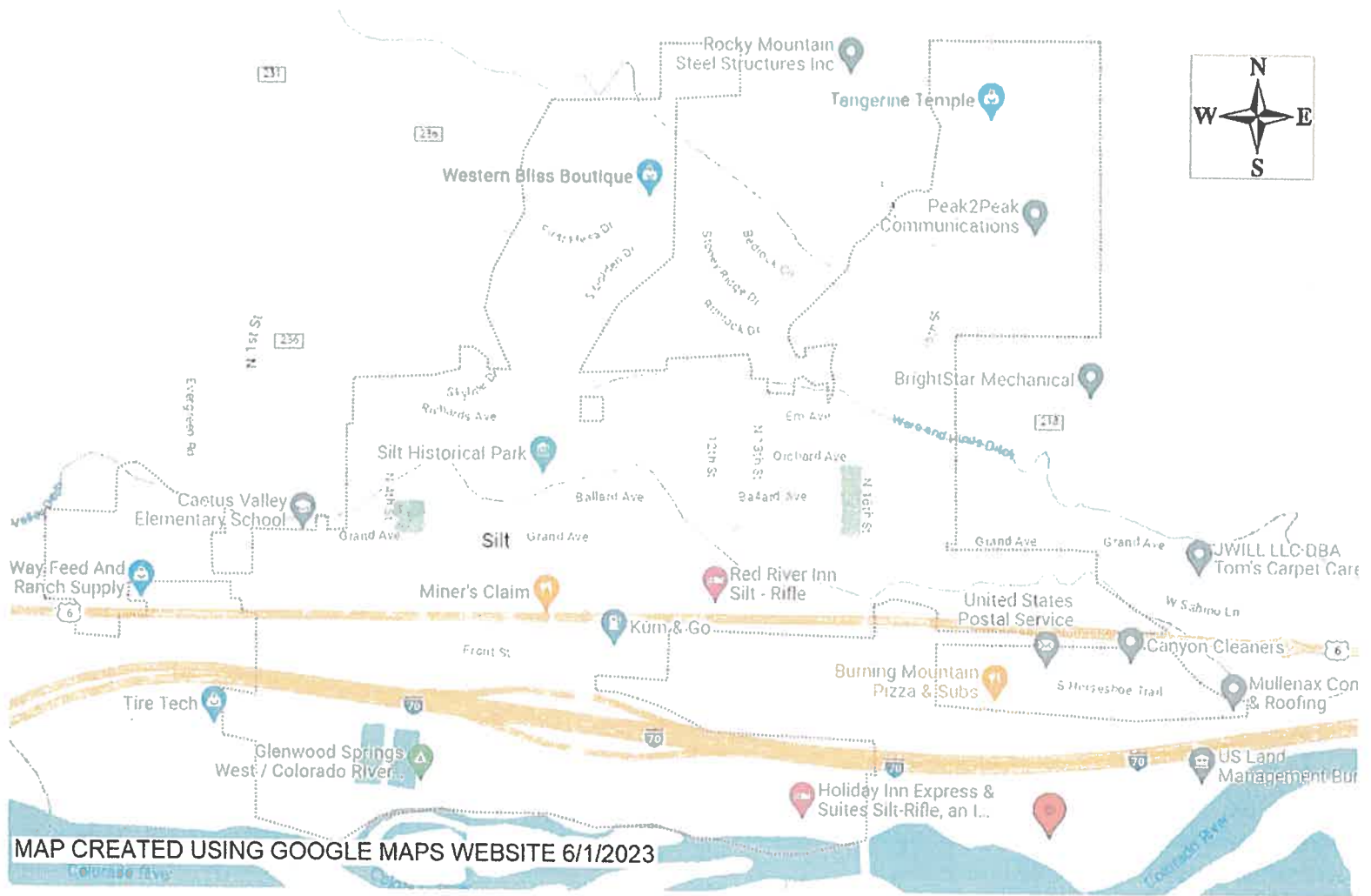
Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
6/3/23	Daryl Balk 	531 MAIN ST.	58	✓		
6/3/23	T. Huey Sherry Huey	555 N. 16th St.	45	✓		
6/3/23	David 	555 N. 16th St	50	✓		
6/3/23	Galicia Lopez Galicia Lopez	550 N 16th St	25	X		
6/3/23	B. Pom Branna Pommels	610 N 16th	33	X		
6/3/23	 Griffin Kuiper	610 N 16th	30	X		
6/3/23	Marveen Galicia M Galicia	1440 Em Ave	53	✓		
6/3/23	B. RIGERA 	1430 EM AVE	52	X		
6/3/23	Jim Allen Jim Allen	1370 Em Ave	67	X		
6/3/23	Loren Convington 	1342 Em Ave	49	X		
6/3/23	Brenda Henry 	1320 EM AVE	81	X		
6/3/23	Kathy Davison Kathy Davison	1315 Em Ave	67	X		
6/3/23	Alexander Ruiz 	1345 Em Ave	30	✓		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
6/4/23	O. R. Williams II Orlando Williams	1355 EM Ave	48	X		
6-3-23	Jose C Jose Cornejo	1365 Elm Ave	51	✓		
6/3/23	Enrique Estrada Estrada	1415 Elm Ave	57	X		
6-3-23	Cecilia Loya Cecilia Loya	1425 Elm Ave	48		X	
6/3/23	Don E. Dwyer Don -	1425 Elm Ave	52		X	
6/3/23	Kevin Erpesta Kevin Erpesta	1435 Elm Ave	67	X		
6-3-23	David Stahl David Stahl	212 Sheryl Dr	69	X		
6/3/23	Levi Ohman Levi	240 Sheryl Dr	30	X		
6/3/23	Stephan Ohman Steph Ohm	426 E 11th Street Rt 1A	30	X		DO OUT
6/3/2023	Jillian Ohman Jillian	240 Sheryl Dr Silt, CO	31	X		
6/3/23	Renee Ingenthron Jacobsen Renee Ingenthron Jacobsen	1701 Grand Silt CO 81652	64		X	BEER + WINE NO HARD LIQUOR
6/3/2023	Gary Jacobsen Gary Paul	1701 Grand Silt Co	68		X	
6/3/23	Willow Brotzman Willow	1710 Grand Ave Silt CO 81652	38	X		

Please sign your name only; First Name, Middle Initial, Last Name.

[illegible]



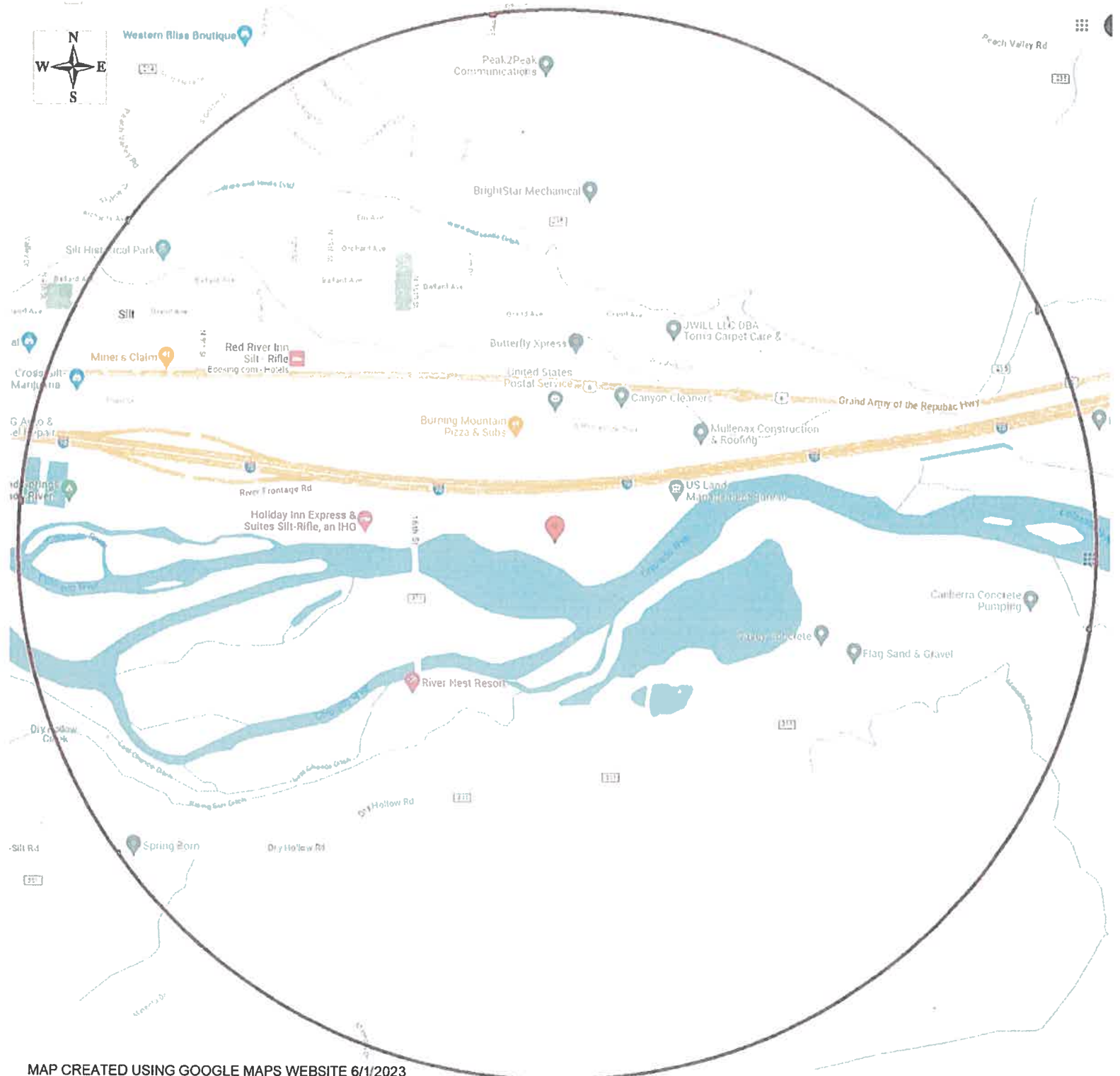
MAP CREATED USING GOOGLE MAPS WEBSITE 6/1/2023

RISLENDE EVENTS
54 County Road 311
Silt, CO 81652

APPLICATION FOR A
LODGING AND
ENTERTAINMENT
LIQUOR LICENSE

**TOWN
BOUNDARY**





MAP CREATED USING GOOGLE MAPS WEBSITE 6/1/2023

RISLENDE EVENTS
54 County Road 311
Silt, CO 81652

**APPLICATION FOR A
LODGING AND
ENTERTAINMENT
LIQUOR LICENSE**

**TOWN
BOUNDARY**

Map data ©2023 United States Terms Privacy Send feedback 500 ft



~ AFFIDAVIT OF CIRCULATION ~

I, Kimberly A. Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberly A. Bobo
Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 5th day of June, 2023



Eva L. Garretson
Notary Public

My Commission expires: SEPTEMBER 16, 2023



COLORADO
Department of Revenue
Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Boulevard, Suite 300
Lakewood, CO 80401

Mailing Address:
P.O. Box 17087
Denver, Colorado 80217-087
Fax: 303-866-2428

NOTIFICATION LETTER

Date: May 24, 2023

RISLENDE EVENTS
C/O LOCAL LICENSING AUTHORITY
121 POLO ROAD
Glenwood Springs, CO 81601

☐ Original ☐ Renewal ☐ Transfer ☐ Multiple ☐ Reprint(Reissue)

Dear Applicant: RISLENDE EVENTS #03-19118

The Liquor Enforcement Division is requesting the following document(s) in order to process and approve your **Lodging & Entertainment (City)** application. We are unable to issue a license until a complete application is submitted.

Please provide the following items:

- ✓ Local Approval
 - Please submit the application Page 5.: The completed Local section after the approval

If you have any questions regarding this letter, please contact:

*Colorado Liquor & Tobacco Enforcement Division
Liquor Licensing Department
303-205-2300
dor_liqlicensing@state.co.us*

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
June 26, 2023**

AGENDA ITEM SUMMARY

SUBJECT: Town of Silt Workplace Climate Assessment
PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In our efforts to ensure we have the best work environment and culture, Anne McCord from ILG Strategic Services, as part of their contract with us, has conducted another culture assessment similar to the one conducted in 2020. These efforts allow us to track our progress over time and identify what new challenges we are facing.

Ms. McCord will be on hand at the meeting to present the latest results, the power point of which is attached.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman/Anne McCord, ILG

DOCUMENTS ATTACHED: ILG Power Point Presentation

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

TOWN OF SILT

2023 Culture Assessment



CULTURE EVALUATION OVERVIEW

Survey Design

- Employee net promoter score
- 8 categories on a 1-5 scale
- Questions regarding Jeff Layman
- Open ended questions
- Demographic questions

Survey Details

- Open April 3 – April 21
- Multiple communications were sent out by ILG about the survey

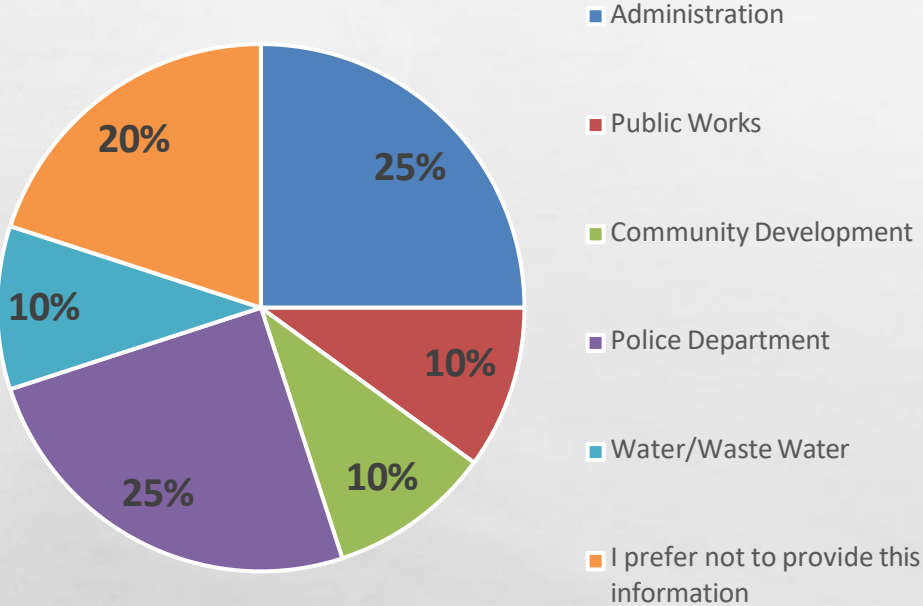
Participation

2023: 20 out of
29 = 71%

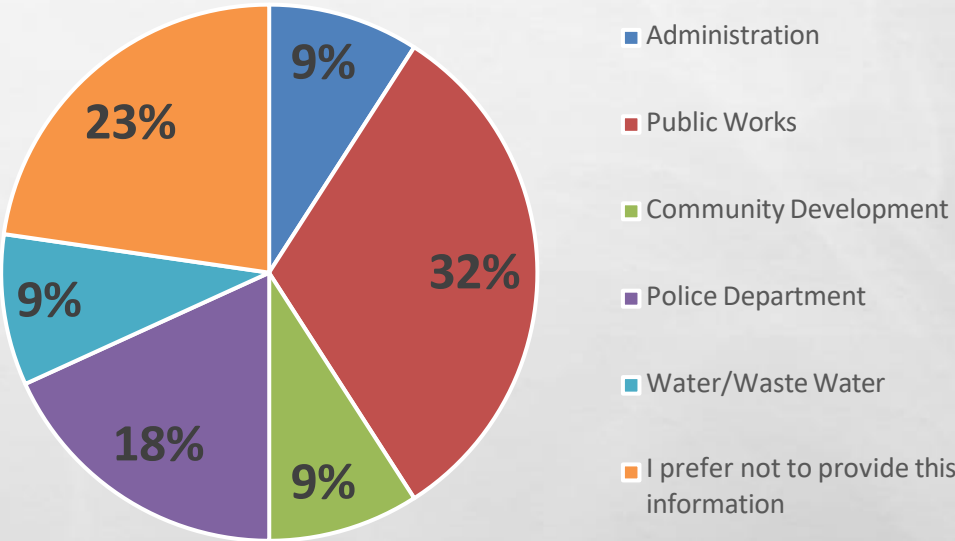
2020: 22 out of
28 = 79%

Department

2023

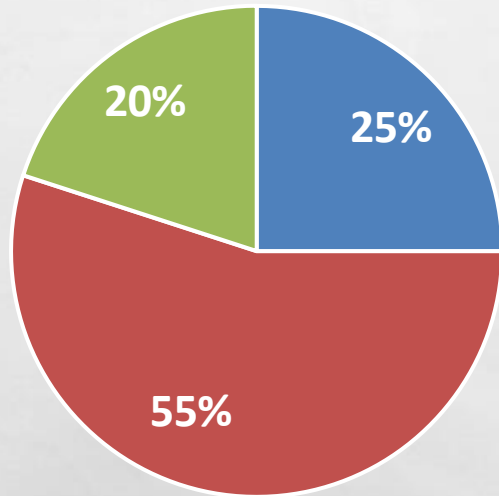


2020



Role

2023

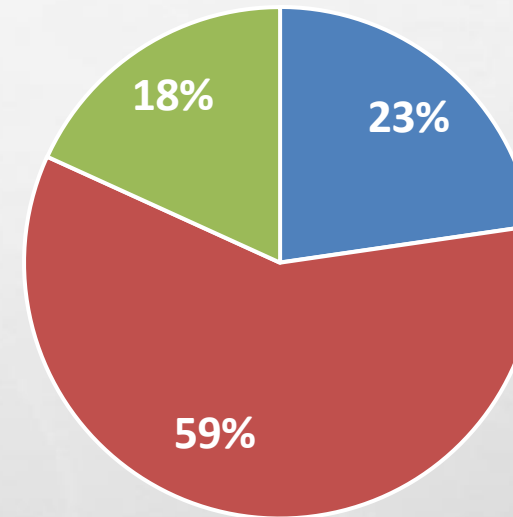


■ Management / Leadership

■ Employee

■ I prefer not to provide this information

2020



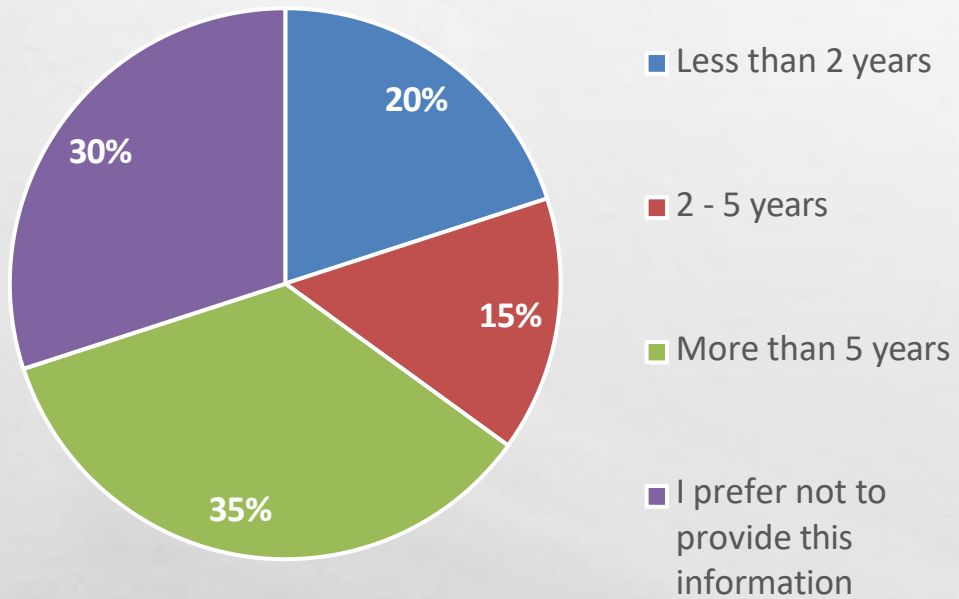
■ Management / Leadership

■ Employee

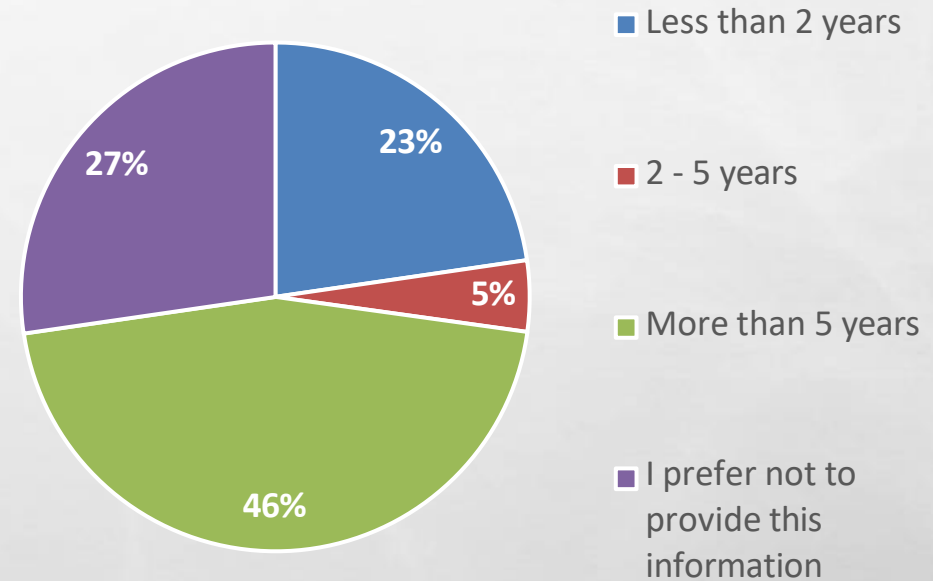
■ I prefer not to provide this information

Tenure

2023



2020



EMPLOYEE NET PROMOTER SCORE

- **To achieve or sustain high customer loyalty, organizations must have a team of loyal and engaged employees.**
- **Employee promoters power the customer experience because they provide better experiences for their customers and approach the job with enthusiasm.**



***Net Promoter System**

HOW THE NET PROMOTER SCORE WORKS

“On a scale of 0-10, how likely are you to recommend Silt to a friend or colleague?”

- **9-10 = Promoters**
- **7-8 = Passive**
- **0-6 = Detractors**

Calculation: % Promoters - % Detractors = eNPS

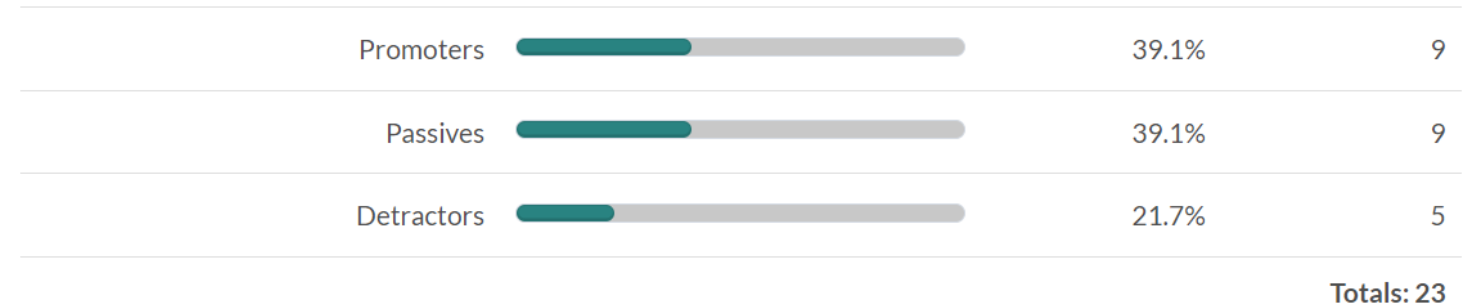
Scale = -100 to 100

Average eNPS = 10-30

2020 TOWN OF SILT ENPS = 17.4

1. On a scale of 0 - 10, how likely are you to recommend the Town as a great place to work to friends or colleagues? [0 = not likely to recommend, 10 = extremely likely to recommend]

NPS® Score: 17.4



Promoters

39.1

0

10

20

30

40

50

Percent

2023
TOWN OF
SILT ENPS
= 65

1. On a scale of 0 - 10, how likely are you to recommend the Town as a great place to work to friends or colleagues? [0 = not likely to recommend, 10 = extremely likely to recommend]

NPS® Score: 65



Promoters	A horizontal bar for Promoters, showing 70% teal and 30% grey.	70%	14
Passives	A horizontal bar for Passives, showing 25% orange and 75% grey.	25%	5
Detractors	A horizontal bar for Detractors, showing 5% red and 95% grey.	5%	1

Totals: 20

Promoters

39.1

0

10

20

30

40

50

Percent

SURVEY QUESTIONS

26 Questions in 8 categories

- **Leadership**
- **Supportive Management**
- **Employee Engagement**
- **Communication**
- **Total Rewards**
- **Recognition**
- **Resources**
- **Diversity, Equity & Inclusion**

5-point rating scale

- **1 = Strongly Disagree**
- **2 = Disagree**
- **3 = Neither Agree or Disagree**
- **4 = Agree**
- **5 = Strongly Agree**

Top Scoring Categories

2023

- Communication 4.57
- Employee Engagement 4.45
- Supportive Management 4.35

2020

- DEI 4.03
- Communication 3.83
- Employee Engagement 3.83

TOP SCORING Statements 2023

The Town provides me with the flexibility to meet the needs of my work and personal life. 4.7

I feel I am able to communicate freely up the line, even when I am communicating bad news. 4.6

I feel respected by my manager. 4.6

I receive regular communication from my manager about what is happening. 4.55

There is open and honest two-way communication here. 4.55

My managers actions are consistent with their words - they practice what they preach. 4.55

AREAS TO FOCUS IMPROVEMENT EFFORTS

2023

- **Resources – 3.93**
- **DEI – 4.22**
- **Total Rewards – 4.27**

2020

- **Resources – 3.38**
- **Leadership – 3.53**
- **Supportive
Management – 3.78**

LOWEST SCORING STATEMENTS - 2023

- There are enough people to do the work on my team. 3.65
- I am paid fairly for the work I do. 3.85
- Poor performance on my team is addressed. 4.05
- I have the materials, technology and equipment to do my job. 4.05
- The Town does a good job directing resources (human, financial or other) to the right places in the organization. 4.10

ALL CATEGORIES

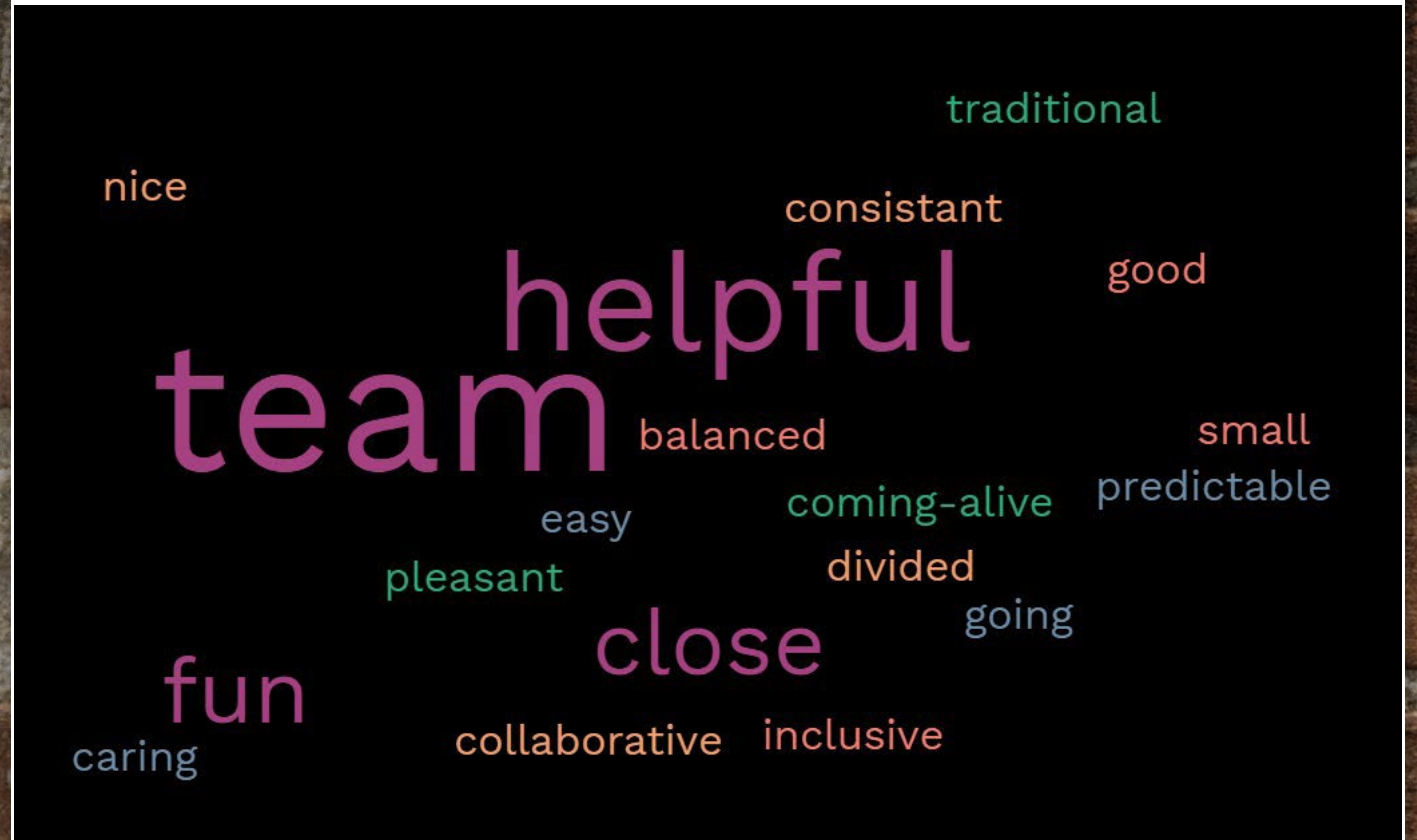
2023

- Resources – 3.93
- DEI – 4.22
- Total Rewards – 4.27
- Leadership – 4.33
- Recognition – 4.33
- Supportive Management – 4.35
- Employee Engagement – 4.45
- Communication – 4.57

2020

- Resources – 3.08
- Leadership – 3.53
- Supportive Management – 3.78
- Recognition – 3.80
- Total Rewards – 3.82
- Employee Engagement – 3.83
- Communication – 3.833
- DEI – 4.03

WHAT WORDS
WOULD YOU USE
TO DESCRIBE THE
TOWN CULTURE?



THEMES



IF THE TOWN OF SILT COULD DO ONE THING TO IMPROVE THE CULTURE, WHAT WOULD IT BE?

- **Recognition**
- **More employee events**
- **Improve facilities – new town hall; update PW**

SHORT-TERM RECOMMENDATIONS

- **Appreciation plan – empower managers to appreciate and acknowledge employees**
- **Team building events – plan for the year**
- **Daily walk around!!**

EMPLOYEE FOLLOW UP

- **Meet with employees to share results and next steps**
 - **Consider meeting with management first**
- **Follow up on next steps routinely to evaluate effectiveness**





**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
June 26, 2023**

AGENDA ITEM SUMMARY

SUBJECT: Trustee Committee Appointments

PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Board of Trustees maintains five standing committees in which former Mayor Pro Tem Kyle Knott served. The purpose of this agenda item is to solicit replacement Trustees for those committees. The committees in question are listed below along with the names of other Trustees, if any, who may also be serving on the committee.

- | | |
|--|----------------|
| • Regional Detox Service Center: | Derek Hanrahan |
| • Water/Wastewater/Irrigation Master Plan: | None |
| • OHV: | Keith Richel |
| • Parks/Recreation/Culture Master Plan: | None |
| • Code Enforcement | None |

While some questions may arise as to whether we need certain of these committees at this time, it would seem prudent to first set the committee members and have them evaluate and report back to the Board as to whether the committee should continue to exist.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: Town of Silt list of Board of Trustees committees/assignments

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

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila McIntyre, Town Clerk

Committee List - 2019 and on							
Board	Meeting site	Address	Meeting dates	Time	Current member	Alternate	Date appointed
GarCo Energy Advisory Board	GarCo Rifle Admin Bldg	195 W 14th Street 2nd floor, Rifle	1st Thursday of each month	5:30 - 8:30 p.m. dinner included	Jerry Seifert		05/29/18
Garfield Clean Energy Board	Between GWS and Rifle		Alternating months - 2nd Friday Jan, March, May, July, Sept, Nov, Dec	1:00 - 3:00 p.m.	Keith Richel		05/29/18
Garfield County Weed Board	GarCo Rifle Admin Bldg as well as other locations	195 W 14th Street	Quarterly - 3 meetings and one field trip	11:00 a.m. - 2:00 p.m. lunch included	Justin Brintnall		term ends 1/2020 3 year terms
GarCo Senior Programs Advisory Board	New Castle Comm Ctr	423 W Main New Castle	4th Friday of each month except in Dec	9:00 - 10:30 a.m.	Amie Tucker	Jeff Layman	
AGNC	Roaming		Various Wednesdays Every month except Jan and Dec	9:00 a.m. - 1:30 p.m.	Jeff Layman	Sheila McIntyre	
VALE Board	Silt Town Hall	231 N 7th Street	3rd Monday of each month (when necessary)	5:30 - 6:30 p.m.	Justin Brintnall		
Regional Detox Service Center				Jeff Layman	Kyle Knott		04/13/20
Silt Housing Authority Chair					Derek Hanrahan		
Detox Services	Remotely			quarterly	Derek Hanrahan		
Sub-committees				Staff members	Board members		
Water/Wastewater/Irri Master Plan				Jeff Layman	Trustee Knott		02/25/19

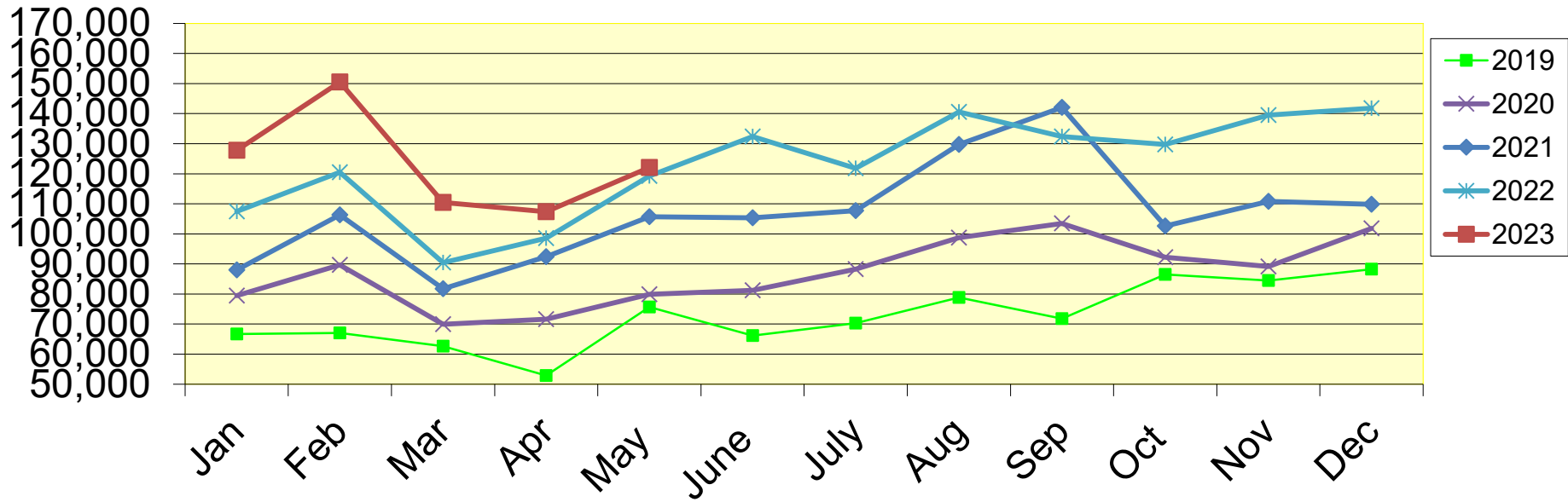
				Trey Fonner	Trustee Poston		02/25/19
OHV				Jeff Layman	Mayor Richel		06/10/19
				Mike Kite	Trustee Knott		06/10/19
				Trey Fonner			
Parks/Recreation/Culture Master Plan				Jeff Layman	Trustee Poston		05/28/19
			Mondays or Fridays	Trey Fonner	MPT Knott		02/22/21
			Mondays or Fridays		Trustee Brintnall	(alternate)	02/22/21
Human Resources				Jeff Layman	Mayor Richel		07/22/19
				Sheila McIntyre	Trustee Seifert		07/22/19
				Mike Kite			
				Amie Tucker			
Metro District				Jeff Layman	Kyle Knott		12/09/19
					Jerry Seifert		12/09/19
Watershed					Jerry Seifert		02/08/21
Code enforcement Committee				Jeff Layman	Lindsey Williams		05/04/21
				Nicole Centeno	Marcia Eastlund		05/04/21
					Kyle Knott		05/10/21

Town of Silt

Month Town Received Funds

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>	increase/ decrease %
2019	66,667	67,063	62,651	52,890	75,666	66,144	70,293	78,867	71,805	86,548	84,521	88,243	871,358	6.59
2020	79,495	89,702	69,937	71,613	79,900	81,218	88,277	98,766	103,464	92,270	89,183	101,808	1,045,633	20
2021	87,992	106,303	81,733	92,390	105,699	105,337	107,768	129,723	142,057	102,590	110,788	109,873	1,282,253	22.63
2022	107,452	120,470	90,424	98,562	119,243	132,384	121,773	140,529	132,355	129,730	139,522	141,817	1,474,261	14.9
2023	127,798	150,495	110,482	107,367	122,093								618,235	15.4

Sales Tax Collected 2019-2023



Y-T-D		Total
324,937	2019	871,358
390,647	2020	1,045,633
474,117	2021	1,282,253
536,151	2022	1,474,261
618,235	2023	618,235

*** \$81,291 from October 2020 tax was remitted by mistake. This amount was deducted from the remittance for the month of January 2021. I have posted numbers in those respective months that reflect the actual/real revenues for comparison purposes.

Town of Silt Monthly Financial / Cash Flow Report

May 2023 (41% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Current Fund Balance
General Fund	1,941,509	4,156,951	46.7%	1,442,353	5,343,470	27.0%	499,156	5,562,016
Conservation Trust Fund	15,517	45,100	34.4%	4,459	30,000	14.9%	11,058	126,235
Water & Wastewater Fund	1,200,579	4,412,700	27.2%	1,518,653	5,155,653	29.5%	-318,074	2,383,141
Irrigation Fund	117,197	322,000	36.4%	150,974	413,376	36.5%	-33,777	383,874
Victim Assistance Fund	836	11,000	7.6%	10,000	15,300	65.4%	-9,164	29,124
Beautification Fund	35,226	170,040	20.7%	68,466	312,000	21.9%	-33,240	166,472
Park Impact Fund	7,184	66,560	10.8%	157,820	160,000	98.6%	-150,636	9,391
Construction Impact Fund	14,477	35,500	40.8%	106,647	118,000	90.4%	-92,170	36,279
Silt Housing Authority	70,044	290,000	24.2%	88,857	307,257	28.9%	-18,813	211,695
Economic Devel. Revolving	11,340	18,000	63.0%	0	16,235	0.0%	11,340	60,093
Total	3,413,909	9,527,851		3,548,229	11,871,291		-134,320	8,968,320

	YTD Revenue	% of Budget
Sales Tax	618,234	47.6%
Use Tax	190,984	47.8%

	YTD Revenue	% of Budget
Trash Service Fees	196,125	43.6%
Water Service Fees	420,840	42.1%
Wastewater Service Fees	539,424	42.1%
Irrigation Fees	110,477	42.0%

Town of Silt Finance Report

Month: May 2023 (41% of year has elapsed)

General Fund

Revenue	\$ 1,941,509	46.7%
Expenditures	\$ 1,442,353	27.0%

General Fund Revenue

Sales Tax:	\$ 618,234	47.6%
Use Tax:	\$ 190,984	47.8%

Funds Report

Water/Wastewater:

Revenue	\$ 1,200,579	27.2%
Expense	\$ 1,518,653	29.5%

Irrigation:

Revenue	\$ 117,197	36.4%
Expense	\$ 150,974	36.5%

Silt Housing Authority:

Revenue	\$ 70,044	24.2%
Expense	\$ 88,857	28.9%

Investments

Cash:	8,624,653
Checking:	499,130 ANB
Money Market:	1,433,276 ANB
CSafe 01	523,082 CSafe
CSafe 02	4,601,514 CSafe
Csafe 03	617,713 CSafe
ColoTrust Gen Fund	37,357 ColoTrust
ColoTrust W/WW	840,312 ColoTrust
ColoTrust Housing	122,829 ColoTrust
Utilities Cash Clearing:	(5,123)
Court Cash Clearing	(18,746)
Returned Check Clearing:	308
W/WW Reserved Cash:	(27,000)



June 9, 2023

News You Can Use

Water Plant discussions Monday night

The Town of Silt Board of Trustees, along with professional staff and engineers have spent since mid-2020 working to find the best path forward to provide Silt citizens with the pre-treatment option that it should have had since the beginning.

In 2022, Dewberry engineers conducted a technical study of the Silt W/WW plants and produced master plans to be used specifically to develop short and long-term plans and costs for implementing improvements. This work was critical in order to complete the "Project Needs Assessment" (PNA) for the State of Colorado by their June 30, 2022 deadline. The PNA is required in order to be eligible for low interest loans and grants offered by the Federal government through the State. The current loan deadline for the Drinking Water Revolving Fund is June 15, 2023. The next opportunity to apply for the loan will be in January 2024.

Town Staff has been working with consultants and State of Colorado staff to document the need for the project, how to accomplish it and how to pay for it. Personnel have spent the entire time evaluating and re-evaluating strategies, costs, funding sources, rate structures, etc. in order to prepare a loan application package this year.

Our contract with Garney, our construction manager at risk (CMAR), requires them to give us a value for the work based on a 60% design completion of construction documents on June 9. Garney will be present to report to the Board on June 12 on their progress toward determining a cost for the project. Jim Mann will provide some detail on the average cost per Silt ratepayer, the total cost and the latest on the financing package.

After careful review of the information available at this time, staff and consultants recommend that the Board direct staff to apply for a Drinking Water Revolving Fund loan through the State of Colorado on June 15, 2023 to cover the costs of the Silt Water Treatment Plant project.

The Board of Trustees will hold a work session Monday, June 12 beginning at 6:00 p.m. with the regular Board meeting to follow at 7:00 p.m. The event can be attended in person, viewed on Channel 10 if you have cable, livestreamed on our

website at: www.townofsilt.org or by signing into the Zoom link which will be posted on the town's homepage.

DMV2GO will be here in June!

9:00 a.m. - 1:00 p.m.



Job Opening!!!!



Utility Billing Clerk

ARE YOU TIRED OF COMMUTING??? The Town of Silt is accepting applications for the full-time position of Utility Billing Clerk. The ideal applicant will have knowledge of general office practices with an opportunity to expand roles in the future. This position will require some level of working with various departments and direct interface with customers. Pay range for this position is \$19.00 - \$21.00/hr DOQ and includes a very competitive benefits package. Must have a valid Colorado driver's license. The Town of Silt conducts background investigations and drug testing as a condition of employment. Applications can be downloaded at: www.townofsilt.org or picked up at Town Hall, located at 231 N. 7th Street, Silt. Please submit application and resume to: Town of Silt, PO Box 70, Silt, CO 81652, email atucker@townofsilt.org or fax to (970) 876-2937. Deadlines for applications will be 5:00 p.m. June 30, 2023. Please contact Amie Tucker for more information at (970) 876-2353 ext. 104.

Movie - Tonight!!!

Rescheduled from last week



Looking for vendors . . .

Farmers' Market



The Town is excited to present our 2023
"Music at the Market" musical line-up



Registration closes Monday!!!



Registration closes Monday!!!



Party at the Pavilion





June 18, 2023

News You Can Use

Silt Trustees Approve Loan Application

Plant Project To Improve Drinking Water Quality



After careful review of the information available and working with Town Staff and consultants, the Silt Board of Trustees Monday night unanimously approved action to apply for a \$28 MM loan from the State of Colorado's Drinking Water Revolving Fund to address long-standing issues at the Silt Water Treatment Plant. The application was made on Thursday, June 15.

It is likely that the \$28 MM loan amount will change, depending on the amount of Federal, State and grant funding the project garners over the next several months prior to loan approval. The Town anticipates a reduction of up to \$7 M in "principal forgiveness", \$500,000 in an "emerging contaminants" grant, \$450,000 in an Garfield County Federal Mineral Lease District grant, \$300,000 in "disadvantaged community" planning dollars and potentially additional grants that are in process. The Town is also considering chipping in an additional \$750,000 in reserve funds from its water utility.

In addition to these grants and offsets, Colorado's Congressional contingent has supported the Town through its Congressionally Directed Spending program, more commonly known as "earmarks". Senators Hickenlooper and Bennet have recommended that \$2.1 MM be directed to Silt, while Congresswoman Lauren Boebert has referred \$5 MM to the project. These amounts are very preliminary and even if the committees assigned to dole out this money pick the Silt project, Congress will have to pass a 2024 budget by around October 1st for Silt to take advantage of this funding.

The Town of Silt Board of Trustees, along with professional staff and engineers have spent since mid-2020 working to find the best path forward to provide Silt citizens with the pre-treatment option that it should have had since the beginning. The \$28 MM loan amount can be reduced, but not increased. The

Board was convinced that it was better to apply for more than the Town thinks it needs at this time so it is not caught short. There is no obligation to accept the loan by applying now and staff assured the Board that it would continue to work with consultants to reduce the cost of this project so that the loan amount can continue to trend downward.

Construction on the project would begin late in 2023 and finish in early 2025.

Town of Silt residents with questions about this project are invited to contact Public Works Director Trey Fonner at trey@townofsilt.org or Town Administrator Jeff Layman at jlayman@townofsilt.org.

Town of Silt Observes Juneteenth Holiday



Although the Emancipation Proclamation took effect on January 1, 1863, freeing all enslaved people in the Confederacy, many didn't get the news. Union soldiers, many of whom were black, marched onto plantations and across cities in the south reading small copies of the Emancipation Proclamation spreading the news of freedom in Confederate States.

Even with those efforts, not everyone in Confederate territory would immediately be free. Even though the Emancipation Proclamation was made effective in 1863, it could not be implemented in places still under Confederate control. As a result, in the westernmost Confederate state of Texas, enslaved people would not be free until much later. Freedom finally came on June 19, 1865, when some 2,000 Union troops arrived in Galveston Bay, Texas. The army announced that the more than 250,000 enslaved black people in the state, were free by executive decree. This day came to be known as "Juneteenth," by the newly freed people in Texas.

Only through the Thirteenth Amendment, ratified in 1865, did emancipation end slavery throughout the United States.

To celebrate, Juneteenth is now a Federal, State and Town of Silt observed holiday. Town offices will be closed on Monday, June 18th in observance of Juneteenth. Town Hall will reopen on Tuesday, June 19.
