



AGENDA

**JOINT WORK SESSION WITH THE TOWN OF SILT
GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

**231 N. 7th Street
Silt, CO 81652**

**Monday, March 13, 2023
5:30 p.m.**

ROLL CALL

PLEDGE OF ALLEGIANCE

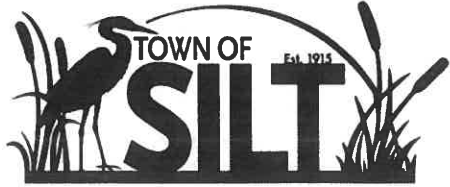
CITIZEN COMMENTS

1. Garfield County 2023 Conservation Trust Fund for Silt Parks
2. Silt Interchange Update
3. Davis Point Intersection Improvements Update
4. Water Plant Improvements Discussion
5. Bulk Water Discussion
6. Broadband Update to Board of Trustees
7. General Development In & Around Silt

ADJOURNMENT

Posted date:

Posted by:



Public Works Department

Trey H Fonner

Public Works Director

Memo

To: Board of Trustees

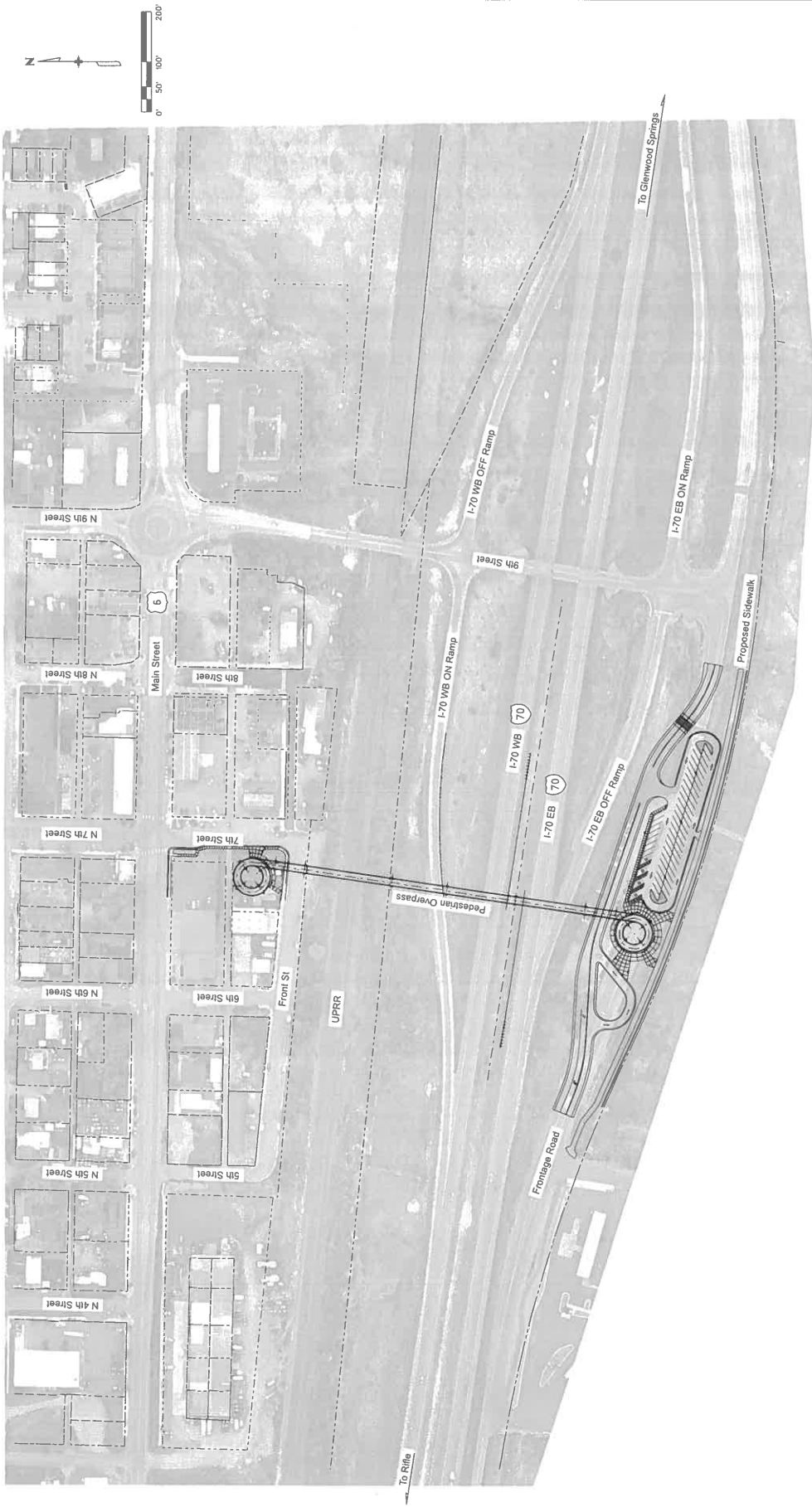
From: Trey Fonner, Public Works Director

Cc: Jeff Layman, Town Administrator

Date: March 9, 2023

Subject: Federal Highway Safety Improvement Program (HSIP)

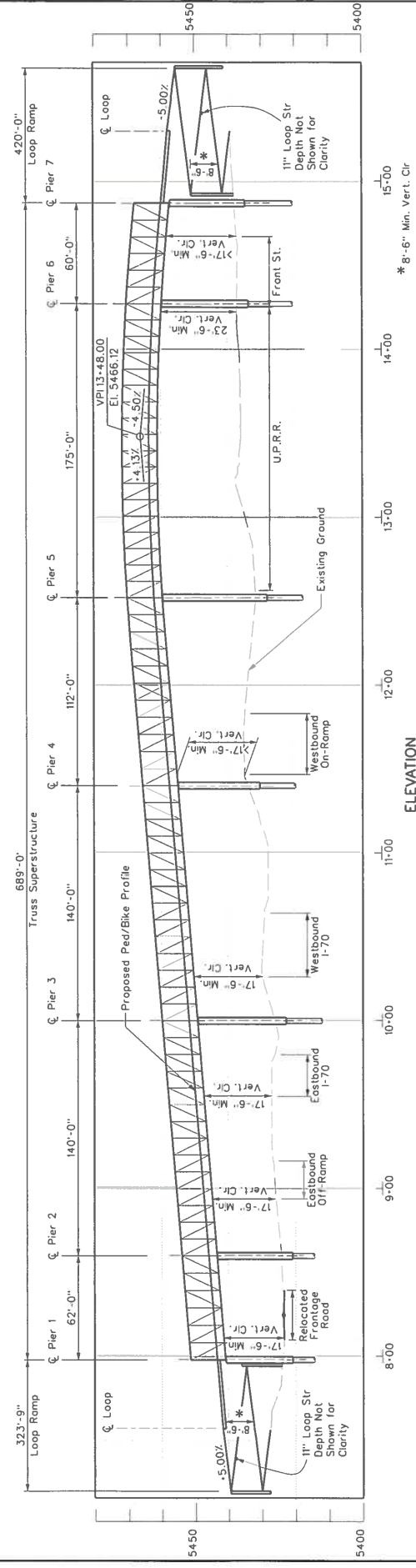
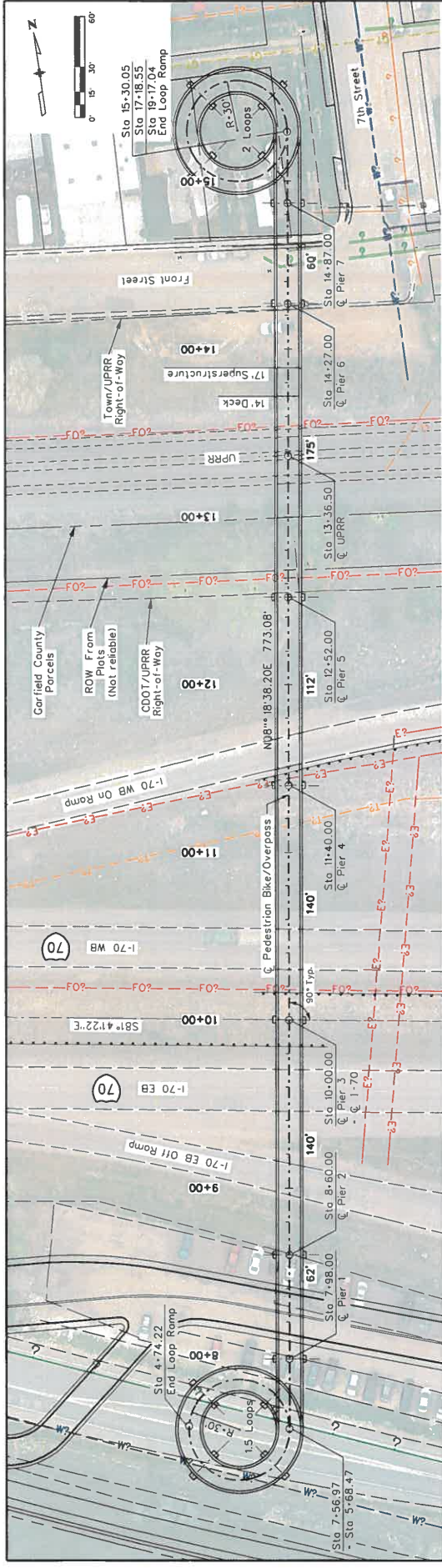
The Town has applied for a HSIP grant through CDOT, for improvements to the Silt Interchange. Applications for this grant were due February 28th with the award date of April 28th. This grant would be used to lengthen the East bound on ramp to I70. If the grant is awarded to this project all work and work management will be performed by CDOT. The grant is also for the States 2026 budget year, so construction would not start until then.



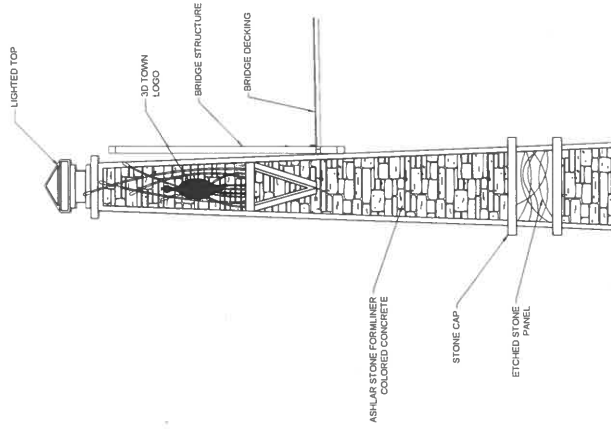
NOTE:
 Existing ROW is a combination of Garfield County GIS ParcelData and information from plots.
 Further ROW research and mapping to be conducted prior to preliminary and final design.

SITE OVERVIEW PLAN

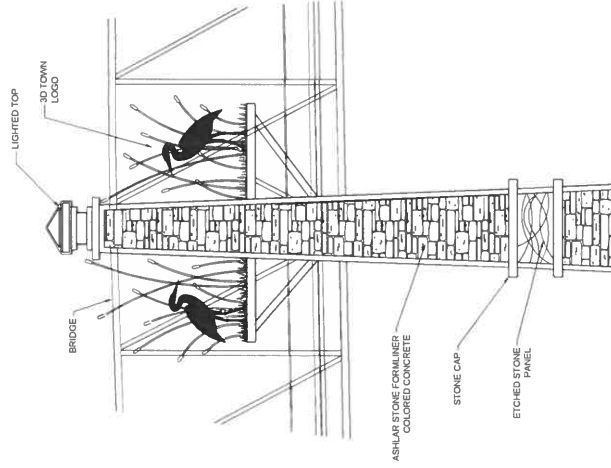
Print Date: 12/9/2022		Sheet Revisions		PUBLIC WORKS DEPARTMENT 231 N. 7TH STREET SALT LAKE CITY, UTAH 84143		As Constructed		I-70 PEDESTRIAN/BIKE OVERPASS CONCEPT DESIGN SITE OVERVIEW PLAN		Project No./Code	
File Name: D2_65601_DES_Site_Plan.dgn		Date:		Comments		No Revisions:		Designer: R. Parks		MTF M207-001	
Horiz. Scale: As Noted						Revised:		Detailer: D. Gonzales		23854	
Unit Information						Void:		Sheet Subsets: 2 of 10		Sheet Number 2	



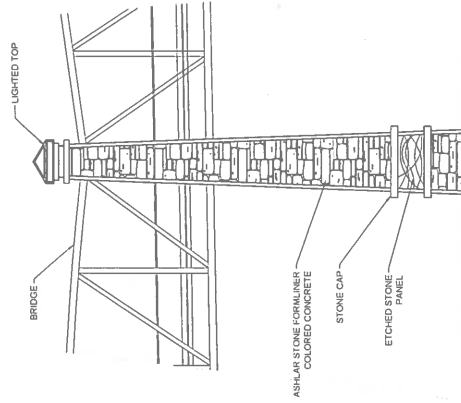
Print Date: 12/9/2022 File Name: D:\Projects\ACTIVE PROJECTS\56501.Town of Silt\I-70 Pedestrian Overpass\B00.Computer Design Sheets\B02.Sheet\I-70 Pedestrian Bridge-Layout.dgn Unit Information: Vert Scale: N/A Horiz Scale: 1"=80'		As Constructed No Revisions: Revised: Void:		I-70 PEDESTRIAN/BIKE OVERPASS CONCEPT DESIGN & ELEV Designer: M. Merkle Detailer: D. Gonzales Sheet Subset: CONCEPT Subst Sheets: 3 of 10		Project No./Code MTF W207-001 23854 Sheet Number 3
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CENTER COLUMN-NORTH/SOUTH VIEW



CENTER COLUMN-EAST & WEST SIDE OF BRIDGE



INTERMEDIATE COLUMN-EAST & WEST SIDE OF BRIDGE

PEDESTRIAN BRIDGE COLUMN ELEVATIONS NOT TO SCALE

<div>Print Date:</div> <div>File Name:</div> <div>Horiz. Scale:</div> <div>Unit Information</div>	<div>Sheet Revisions</div>			<div></div> <div>PUBLIC WORKS DEPARTMENT 231 N. 7TH STREET PO BOX 70 SILT, COLORADO 81652</div>	As Constructed			I-70 PEDESTRIAN/BIKE OVERPASS CONCEPT DESIGN PEDESTRIAN BRIDGE COLUMN DETAILS			Project No./Code	
	Date:		Comments		Init.	No Revisions:					MTF M207-001	
	Verif. Scale: As Noted				Revised:		Designator: RMC		Structure Numbers		23854	
					Detailer: RMC		RMC		Sheet Number		10	
					Void:		CONCEPT		Subset Sheets:		10 of 10	

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES AND BOARD OF COUNTY COMMISSIONERS MONDAY, MARCH 13, 2023 – 5:30 P.M.

SUBJECT: Summary of Joint Meeting Topics

PROCEDURE: Discussion Items

BACKGROUND OF SUBJECT MATTER: The Town of Silt's Board of Trustees welcomes the opportunity to host the Garfield Board of County Commissioners for a joint work session at Silt Town Hall to discuss items of mutual interest.

SUMMARY: The following topics have been submitted by the Boards for discussion:

- **Garfield County 2023 Conservation Trust Fund for Silt Parks**

The Town will again petition Garfield County to assign CRF funds to the Town for use in parks and recreation facilities.

- **Silt Interchange Update**

The Boards and their staffs are asked to share insights on their understanding of where this (these) project(s) stand.

- **Davis Point Intersection Improvements Update**

There are local concerns about the safety of this intersection. Are there opportunities for the Town to work with the County to come up with some ideas for additional safety measures?

- **Water Plant Improvements Discussion**

This is Silt's current #1 concern. Town staff will provide a brief synopsis.

- **Bulk Water Discussion**

Silt's bulk water stations serve only County residents and commercial accounts. The rates charged for this water will likely be raised soon to match the "out of Town" rates charged for residential customers. Given our current water plant crisis, it's quite possible that the stations may be closed either temporarily or permanently.

- **Broadband Update to Board of Trustees**

The Town has become aware of the hurdles CDOT has presented to this project and is interested in learning about the County's take.

- **General Development In & Around Silt**

Attached please find a couple of development summaries maintained by Town of Silt staff. Should you wish additional or clarifying information, please don't hesitate to call or write.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman, Trey Fonner, Nicole Centeno, Mark Chain

DOCUMENTS ATTACHED: ToS Comm Dev Department summaries (2)

SUBMITTED BY:

REVIEWED BY:

Jeff Layman

Jeff Layman, Town Administrator

Sheila M. McIntyre

Sheila M. McIntyre, Town Clerk

Tom Jankovsky, Chair Pro Tem
District 1

John Martin, Chair
District 2

Mike Samson
District 3



Colorado Governor Polis
State Capitol Building
200 E. Colfax Ave., Room 136
Denver, CO 80203

Chairman Don Stanton
Colorado Department of Transportation Commission
2829 West Howard Place
Denver, CO 80204

RE: *Continued growing frustration regarding unnecessary and arbitrary roadblocks from the Colorado Department of Transportation hobbling broadband efforts to serve rural Coloradans*

Dear Governor Polis, Chairman Stanton and Members of the Commission:

As you know, from our previous letter sent months ago, there is a continued need to provide broadband services for our rural and remote areas of Colorado. Since that time, we have continued facing challenges with CDOT, and have not been able to move the needle forward on our projects. This is a big problem, and we need your help to solve it. Future last mile funding is at stake.

Garfield County, along with our community partners have responded to your executive order to accelerate broadband deployment. We have successfully obtained substantial grants from the Department of Local Affairs (DOLA) with considerable County matching taxpayer dollars for 2 Phases of broadband development in Garfield County. Phase I includes getting the City of Glenwood Springs and the City of Rifle connected to the I-70 backbone, as well as Carrier Neutral Locations in each of these cities. Phase II will do the same for our towns of New Castle, Silt, and Parachute. We are designed and ready to build this middle mile infrastructure today.

CDOT's unwillingness to be a partner in the solution of western slope broadband has the potential to cost Garfield County alone an additional \$4.7 million dollars to build parallel fiber to CDOT's designated and arbitrary splice locations. Parachute is a town that CDOT **will not** consider use of the closest vault, due to no mutual benefit for CDOT. This decision will cost our constituents an additional \$1.7 million dollars. Include this with the same challenges our western slope neighbors are facing and the cost is upwards of \$11 million dollars.

We need your assistance immediately and cannot move forward to award contracts and start construction. Critically, we have DOLA grant deadlines looming as well as risk of future last mile funding if we do not have an established middle mile. We do not have yet another 6 months for CDOT to determine if we can or cannot splice into the vaults nearest our communities.

Putting our communities on hold in receiving critical and necessary infrastructure and jeopardizing last mile funding is not the solution, nor is it a fiscally responsible use of state and local tax dollars to build miles of redundant and unnecessary parallel fiber next to CDOT's existing fiber.

Governor, we ask that you direct your state agency to immediately allow us to connect at the vaults they installed in front of our towns and execute the agreements with our partner Region 10 on the basis that this fiber was installed to meet your own executive order and directly accelerate broadband deployment as a desperately needed economic boost to rural Colorado.

Please do not hesitate to contact any of the Commissioners should you need additional information or have any questions.

Thank you,



John Martin, Chairman



Commissioner Mike Samson



Commissioner Tom Jankovsky

Cc Colorado Department of Transportation Commission
Commissioner Kathy Hall
Shoshana Lew, Executive Director
Dana Hlavac, Northwestern Regional Manager, DOLA
Fred Jarman, Garfield County Manager
Heather Beattie, Garfield County Attorney
Associated Governments of Northwest Colorado (AGNC), Mike Samson, Chairman
Colorado Counties, Inc. (CCI), John Swartout, Executive Director

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Water Station Totals 2017-2020												
2	Bulk Water Stations	2017 Total Gallons	Total Revenue	2018 Total Gallons	Total Revenue	2019 Total Gallons	Total Revenue	2020 Total Gallons	Total Revenue	2021 Total Gallons	Total Revenue	2022 Total Gallons	Total Revenue
3	Jan	85,838	\$ 1,025.27	112,444.00	\$ 1,349.34	147,394	\$ 1,768.03	9001	\$ 110.08	134,588	\$1,686.74	17,791	\$440.19
4	Feb	126,302	\$ 1,515.63	116,422.00	\$ 139.07	88,784	\$ 1,065.30	122849.05	\$ 1,477.19	166,683	\$2,121.85	43,956	\$1,074.23
5	Mar	151,618	\$ 1,819.38	118,178.00	\$ 1,417.55	41,941	\$ 503.29	188751.72	\$ 2,272.80	242,080	\$3,024.15	143,201	\$3,467.85
6	Apr	165,047	\$ 1,827.07	89,771.00	\$ 1,077.25	97,753	\$ 1,078.82	216816.7	\$ 2,622.42	304,165	\$3,821.38	131,463	\$3,249.89
7	May	528,548	\$ 6,279.25	175,064.00	\$ 2,096.21	202,650	\$ 2,362.70	247480.88	\$ 3,057.42	323,865	\$4,105.09	110,072	\$2,603.82
8	Jun	345,141	\$ 3,714.42	363,473.00	\$ 4,321.04	255,323	\$ 3,057.89	316552	\$ 3,866.43	383,647	\$4,875.78	124,245	\$3,068.97
9	Jul	231,717	\$ 2,562.21	285,940.00	\$ 3,156.69	177,231	\$ 2,125.68	477024.8	\$ 5,895.12	303,870	\$3,799.74	156,936	\$3,714.94
10	Aug	214,060	\$ 2,537.68	214,661.00	\$ 2,575.94	176,890	\$ 2,122.61	462389.54	\$ 5,713.95	46,911	\$595.07	220,175	\$5,492.57
11	Sep	99,830	\$ 1,131.55	160,002.00	\$ 1,920.06	146,655	\$ 1,759.80	320733	\$ 3,962.08	145,361	\$3,590.07	157,250	\$3,927.95
12	Oct	127,632	\$ 1,491.28	230,053.00	\$ 2,759.47	143,811	\$ 1,725.66	281000	\$ 3,462.31	246,639	\$6,151.35	126,603	\$3,165.52
13	Nov	130,532	\$ 1,560.17	155,311.00	\$ 1,863.73	97,351	\$ 1,167.76	231521	\$ 2,858.92	140,241	\$3,581.05	144,377	\$3,584.87
14	Dec	92,184	\$ 1,106.23	117,436.00	\$ 1,409.26	43,253	\$ 518.02	28100	\$ 3,462.31	139,575	\$3,489.76	117,987	\$2,927.47
15	Total	2,298,449	\$ 26,570.14	2,138,755.00	\$ 24,085.61	1,619,036	\$ 19,255.56	5,804,439	\$ 38,761.03	2,577,625	\$40,842.03	1,494,056	\$36,718.27
16													
17	Coin Op Station	2017 Total Gallons	Total Revenue	2018 Total Gallons	Total Revenue	2019 Total Gallons	Total Revenue	2020 Total Gallons	Total Revenue	2021 Total Gallons	Total Revenue	2022 Total Gallons	Total Revenue
18	Jan	632,012	\$ 3,160.06	470,752	\$ 2,353.76	340,048	\$ 3,570.50	422,172	\$ 4,432.81	456,324	\$5,809.00	213,752	\$5,343.80
19	Feb	692,474	\$ 3,462.37	208,165	\$ 2,081.65	352,738	\$ 3,703.75	328,643	\$ 3,450.75	424,878	\$5,408.70	210,449	\$5,261.23
20	Mar	856,684	\$ 4,283.42	240,575	\$ 2,405.75	346,119	\$ 3,634.25	353,929	\$ 3,716.25	239,026	\$3,042.80	233,615	\$5,840.38
21	Apr	863,562	\$ 4,317.81	272,035	\$ 2,720.35	434,071	\$ 4,557.75	456,000	\$ 4,788.00	395,316	\$5,032.37	259,414	\$6,485.35
22	May	1,791,116	\$ 8,955.58	327,000	\$ 3,270.00	371,057	\$ 3,896.10	384,095	\$ 4,033.00	454,326	\$5,783.57	247,891	\$6,197.28
23	Jun	1,505,862	\$ 7,529.31	355,875	\$ 3,558.75	383,929	\$ 4,031.25	557,886	\$ 5,857.80	623,698	\$7,939.68	242,070	\$6,051.75
24	Jul	1,193,030	\$ 5,965.15	478,802	\$ 4,788.02	538,838	\$ 5,657.80	674,548	\$ 7,082.75	580,130	\$7,385.05	312,716	\$7,817.90
25	Aug	1,127,394	\$ 5,636.97	571,725	\$ 5,717.25	492,095	\$ 5,167.00	659,381	\$ 6,923.50	519,547	\$6,613.83	413,016	\$10,325.40
26	Sep	756,826	\$ 3,784.13	554,337	\$ 5,543.37	445,024	\$ 4,672.75	561,190	\$ 5,892.50	286,588	\$7,164.70	232,469	\$5,811.73
27	Oct	777,260	\$ 3,886.30	406,881	\$ 4,068.81	352,571	\$ 3,702.00	407,619	\$ 4,280.00	180,087	\$4,502.18	200,583	\$5,014.58
28	Nov	781,126	\$ 3,905.63	406,775	\$ 4,067.75	318,690	\$ 3,346.25	411,549	\$ 4,321.26	197,558	\$4,938.95	87,018	\$2,175.45
29	Dec	659,342	\$ 3,296.71	408,175	\$ 4,081.75	333,548	\$ 3,502.25	371,167	\$ 3,897.25	212,006	\$5,300.15	93,452	\$2,336.30
30	Totals	11,636,688	\$ 58,183.44	4,701,097	\$ 44,657.21	4,708,729	\$ 49,441.65	5,588,179	\$ 58,675.87	4,569,484	\$68,920.98	2,746,445	\$68,661.13
31	Grand total	13,935,137	\$84,753.58	6,839,852	\$68,742.82	6,327,764	\$68,697.21	11,392,618	\$97,436.90	7,147,109	\$109,763.01	4,240,501	\$105,379.40
32	Total production gallons	88,236,189		91,948,648		90,154,179		72,031,739		104,830,977		114,827,196	
33	Precentage to Bulk Water	15.79%		7.44%		7.02%		15.82%		6.82%		3.69%	

LAND USE AND PLANING UPDATE/STATUS SUMMARY

RISLENDE

WHAT: Event center, multifamily and single-family housing and mixed-use development on old Divide Creek Center property.

HOW MUCH: up to 160 residential units; mixed-use buildings t 30,000 ft.² in size. (Property 51 acres in size)

STATUS: PUD Rezoning and Subdivision Sketch plan. Recommended for approval by Planning Commission. **Board Hearings start on June 27.**

CAMARIO PHASE II

WHAT: Reinstatement of Final Plat.

HOW MUCH: 70 residential units

STATUS: Town has approved Reinstatement of Final Plat. Engineer's Cost Estimate, engineering for certain items and Amended Subdivision Improvements Agreement to be submitted in near future.

STONEY RIDGE FILING 2

WHAT: New Owner wishes to install infrastructure and start vertical construction.

HOW MUCH: 41 dwelling units

STATUS: Approval recently granted for amending easements and modifying building envelopes for 9 lots. Town awaiting engineer's cost estimate and some phasing proposal. **Updated Subdivision Improvements Agreement needed.**

RIVER RUN SMALL SINGLE-FAMILY HOMES

WHAT: 70 single-family cottages in process of being developed. Infrastructure in process of being installed.

HOW MUCH: 35 homes have been presold. 18 under construction.

STATUS: Approvals Granted

River Run Self Storage

WHAT: Self Storage on north boundary and Northwest boundary of River Run

HOW MUCH: **45,000 ft.² of self storage.** 7100 ft.² to be climate controlled

STATUS: Zoning previously approved. Site Plan Review in process in front of planning commission. Building architecture, layout, landscaping and screening in process of being modified.

HERON'S NEST

WHAT: Annexation and Phased Re-Development. **Property 27.5 acres in size**

HOW MUCH: **approximately 100 new modulars** and open space in a number of phases. Long-term proposal is to replace current permanent RV rentals with apartments

STATUS: Conceptual planning still underway. Applicant's Development Team has had meetings with town. Application not yet submitted.

1421 FRONTAGE ROAD

WHAT: Mixed Use Development on 15 acres – west of Holiday Inn

HOW MUCH: mixed use development still in conceptual stage. Present concept is Truck Stop, restaurant pad, Small Commercial Mall – residential proposed near River. Final Development Information subject to change.

STATUS: Contract on property. Owner and designer have met with town staff.

Lot 1 – River Trace at Belle Vista

WHAT: Commercial Development - Potential uses include office, commercial, service, industrial/fabrication, public institutional use and warehouse.

HOW MUCH: **up to 21,072 ft.² of commercial/warehouse – no residential.** Parcel size is 2.1 acres.

STATUS: Site Plan Review application has been submitted and to be reviewed by Planning Commission. Property has previously been annexed and received minor subdivision and PUD Zoning approval.

POTENTIAL ANNEXATION REQUEST – PARCEL # 2179-091-00-006

WHAT: Vacant Lot adjacent to municipal boundary. Utilities available on Home Avenue

HOW MUCH: **single-family detached residence. Lot is 7,840 SF.** Adjacent to Home Avenue- west of 1st Street

STATUS: has had preliminary meeting with Town Staff. No application made at this time.

POTENTIAL ANNEXATION REQUEST – HELEN JOHNSON PROPERTY. APPROXIMATELY 55 ACRES IN SIZE.

WHAT: Undeveloped property east of Mesa View and North of Highlands at Painted Pastures

HOW MUCH: Unknown at this time.

STATUS: First contact recently made to town staff. Contact by Owner and Potential Developer.

Autumn Ridge

WHAT: a new application for a proposed development called Autumn Ridge which was previously approved for 36 townhome units. The property is on the north side of Highway 6 and 24 and directly east of the Old Silt Café. I have not had an opportunity to look at old files at the town. It is my understanding that this was approved a number of years ago but that not go forward because of the Great Recession.

HOW MUCH: owners are considering trying to re-apply but this time asked for up to 36 units of small, single-family homes/duplexes. Stick built but still small units somewhat similar to what people think of as Tiny Homes

STATUS: initial conversation with owners only. Still at the discussion stage.

CODE CHANGES - RELATED TO MODULAR HOUSING

WHAT: Staff is looking at proposed changes which could include relaxing of minimum unit size for residential units in residential zone districts, whether modulars are a Special use or allowed by right and review of design/architectural standards for single-family detached homes in original town site and immediately adjacent areas

HOW MUCH: NA

STATUS: **working with Planning Commission on these issues. Next meeting is June 7. Subject to change.**



231 N. 7th Street / P.O. Box 70 / Silt, CO 81652
Phone: 970-876-2353 / Fax: 970-876-2937

ESTABLISHED SUBDIVISIONS

Name	Total Approved	# Units Built	Under Construction	Vacant Lots	Comment
Stoney Ridge					
Phase 1	71	64	0	7	
Phase 2	41	0	0	41	Recently Sold- Being Developed
Phase 3	38	28	2	8	
Belle Vista (Painted Pastures)	70	31	10	29	3 Lots are multifamily
Mira Loma	Phase 1-5 Total- 210	19	2	189	5 Other Phases - Unplatted
Spruce Meadows	98	91	2	5	
Camario	27	13	0		Phase 1
	70	0	0	70	Phase 2
River Trace at Belle Vista	96 (apts)	0	33	63	2 Buildings are at framing/ 2 Buildings are at Excavating (.6 EQR)
River Run/KOA	70	34	36	0	Small SF homes - 680 SF Land Lease (.6 EQR)
Silt Trade Center	63	38	2	23	
TOTALS	854	318	87	435	

NEW DEVELOPMENTS IN TRANSITION

Name	Total Approved	# Units Built	Under Construction	Vacant Lots	Comment
Divide Creek Center					
NW – MF Lot	50 (up to 70)	0	0		Request for CHFA Financing. Tax Credit Housing
Rislende Event Center	Up to 50	0	0		PUD being modified. Foreseen as 50 units eventually
Heron's Nest	0 (up to 100)	0	0		Up to 100 Modulares/MH If able to get annexed
Totals	100-270	0	0		

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

5:30 – Joint work session with the Board of County Commissioners

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 – <ol style="list-style-type: none"> Minutes of the February 27, 2023 Board of Trustees meeting Resolution No. 8, Series 2023, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM (“TAP”) GRANT IN THE AMOUNT OF \$904,000.00, FOR A TOTAL PROJECT COST OF \$1,130,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH DESIGNING AND ENGINEERING THE PEDESTRIAN/BIKE OVERPASS OVER INTERSTATE-70, RIVER FRONTAGE ROAD AND THE UNION PACIFIC RAILROAD WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO Silt Liquor – Renewal of Retail Liquor License Brickhouse Pizzeria – Renewal of Hotel & Restaurant Liquor License 	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:25	Agenda Changes		
7:25 15 min	Mountain Waste Diversion Report -Bill Cira and Doug Goldsmith	Info Item	Tab C Director Fonner
7:40 10 min	Mountain Waste – Second 2-year Contract Extension Discussion – Bill Cira and Doug Goldsmith	Info Item	Tab D Director Fonner
7:50 5 min	Continued first reading of Ordinance No. 1, Series 2023 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO GRANTING A CABLE SYSTEM FRANCHISE TO COMCAST OF COLORADO (<i>staff requests a continuance to March 27, 2023</i>)	Public Hearing	Tab E Administrator Layman

7:55 5 min	Administrator and Staff Reports	Info Item	Tab F Administrator Layman
8:00 10 min	Updates from Board / Board Comments		
8:10	Adjournment		

The next regularly scheduled meeting of the Silt Board of Trustees is Monday, March 27, 2023. Items on the agenda are approximate and intended as a guide for the Board of Trustees. "Estimated Time" is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
FEBRUARY 27, 2023 – 7:00 P.M.**

The Silt Board of Trustees held their regularly scheduled meeting on Monday, February 27, 2023. Mayor Richel called the meeting to order at 7:01 p.m.

Roll call

Present

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

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

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the February 13, 2023 Board of Trustees meeting

Mayor Pro-tem Knott 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. Chief Kite took this opportunity to introduce Matt Gronbeck who has been hired as Silt's new Police Lieutenant. Mr. Gronbeck provided the Board with a history of his time with law enforcement.

Extension request regarding fencing requirements for both Marble shops at 401 Main Street – Unit 1B and Units 6 & 7

Community Development Manager Centeno went over her staff report regarding the two marble shops that had been before the Board previously for their special use permits. Both parties are requesting an extension to their fencing requirement to May 1, 2023. Due to the large amount of snow that has been received this season, they are having a difficult time moving the fragile

marble plus finding a fencing contractor to install the fencing as they have been busy plowing snow instead. Ms. Centeno stated that both businesses have struggled with finding the same fencing that was recommended by the Board but that they have found an alternative material that will compliment the existing building and provide the same concealment of goods. Staff recommends approval of the extension and the fencing material requested by the applicants in addition to the original conditions.

Mayor Pro-tem Knott made a motion to approve the extension request regarding fencing requirements for both marble shops at 401 Main Street, Unit 1B and Units 6 & 7 and approve the use of the fencing materials presented tonight. Trustee Seifert seconded the motion, and the motion carried unanimously.

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

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

Bulk Water Usage Data Update

Administrator Layman provided a recap of the direction that staff received during the work session in that staff would come back with a plan to raise rates for bulk water at a break-even rate. Staff would also create a back-up plan if the use should ever be eliminated.

Transfer of Funds to CSAFE Update

Treasurer Tucker explained that the Town has approximately \$4 million that could be moved from ANB Bank to CSAFE which would garner the Town a much better interest rate. The new interest rate could increase the amount of monthly interest received to approximately \$12,000 depending on the rate.

January 2023 Financial Report

Treasurer Tucker went over the January 2023 financial report.

Administrator and Staff Comments

Town Clerk McIntyre provided a reminder that DMV would be coming to Silt once a month beginning in March with their mobile unit so that persons could come to Town Hall to renew their Driver's Licenses, Colorado ID cards and permits.

Updates from Board / Board Comments

The Board commented about having persons shovel their snow onto their yards instead of the streets, the culvert being replaced out at River Trace, the military truck that may be parked on the property line on 8th Street, mud being tracked onto south 8th Street from the empty lot where the food truck is parked, having all staff back in Chambers again and an update on the construction of the Family Dollar.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Classen seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 7:35 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor

**TOWN OF SILT
RESOLUTION NO. 8
SERIES OF 2023**

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM ("TAP") GRANT IN THE AMOUNT OF \$904,000, FOR A TOTAL PROJECT COST OF \$1,130,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH DESIGNING AND ENGINEERING THE PEDESTRIAN/BIKE OVERPASS OVER INTERSTATE-70, RIVER FRONTAGE ROAD AND THE UNION PACIFIC RAILROAD WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt ("Town") is a municipal corporation, i.e. political subdivision, of the State of Colorado, and therefore is an eligible applicant for a Transportation Alternatives Program ("TAP") Grant awarded by the Colorado Department of Transportation ("CDOT"); and

WHEREAS, the Town has submitted a TAP Grant Application for the Town of Silt Pedestrian Overpass Project, requesting an award of \$904,000 from CDOT, with an overall budget of \$1,130,000 for such project; and

WHEREAS, the TAP Grant would allow for the Town to design and engineer the pedestrian overpass, as well as applicable portions of the Interstate-70 acceleration ramp and deceleration ramp on the west side of the existing Interstate-70 interchange; and

WHEREAS, the Town believes that the timing of this design and engineering project is critical to the safety of the Town's citizens, visitors, and businesses, as the proposed pedestrian overpass will eliminate the unsafe conflict points and narrow passageways; and

WHEREAS, the Board recognizes that such grant would help relieve the general fund of the cost of such improvements, as the Town has historically struggled with lack of sales tax and property tax to design and engineer for such improvements; and

WHEREAS, the Town Board of Trustees ("Board") supports staff in its grant application for the Colorado Department of Transportation for the TAP Grant and if funded, ensures that such project will be complete as per the grant guidelines, which includes negotiation of an intergovernmental agreement and submittal of associated documents: and

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

Section 1

- 1) The above recitals are hereby incorporated as findings by the Town of Silt;
- 2) The Board strongly supports the Colorado Department of Transportation TAP Grant application in the total amount of \$904,000, with a contribution from the Town's general fund in the amount of \$226,000 for the Interstate-70 Pedestrian Overpass Improvement Project;
- 3) If the grant is awarded, the Board strongly supports the completion of the Interstate-70 Pedestrian Overpass Improvement Project;
- 4) The Board authorizes the expenditure of in-kind labor and budget funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement/Intergovernmental Agreement with the Colorado Department of Transportation TAP Grant for the Interstate-70 Pedestrian Overpass Improvement Project;
- 5) If a grant is awarded, the Board hereby authorizes Town Administrator Jeff Layman to sign the TAP Grant Agreement/Intergovernmental Agreement with the Colorado Department of Transportation.

Section 2

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

INTRODUCED, READ, PASSED, AND ADOPTED this 13th, day of March 2023.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

Submit to Local Licensing Authority

SILT LIQUOR
710 MAIN STREET, UNIT 101
Silt CO 81652

Fees Due	
Renewal Fee	277.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. 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 may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

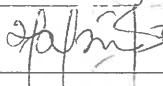
Return to city or county licensing authority by due date

Licensee Name TISANA, INC.		Doing Business As Name (DBA) SILT LIQUOR	
Liquor License # 03-16340	License Type Liquor Store (city)		
Sales Tax License Number 95010149-0000	Expiration Date 06/01/2023	Due Date 04/17/2023	
Business Address 710 MAIN STREET, UNIT 101 Silt CO 81652			Phone Number 9708765511
Mailing Address 710 MAIN STREET, UNIT 101 Silt CO 81652		Email djaptitus@yahoo.com	
Operating Manager TITUS DJAP	Date of Birth [REDACTED]	Home Address 976 Standing deer dr co 81652	Phone Number (970) 843 9999
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>6/30/2028</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input checked="" type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, 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			
4b. Since the date of filing of the last application, 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			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

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.

Type or Print Name of Applicant/Authorized Agent of Business	SUSANA TJHUNG	Title	OWNER
Signature		Date	02/24/2023

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

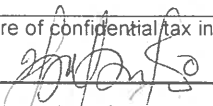
Tax Check Authorization, Waiver, and Request to Release Information

I, Susana Tjhong am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of TISANA INC (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) <u>TISANA INC</u>		Social Security Number/Tax Identification Number <u>651-60-6917</u>	
Address <u>700 MAIN ST</u>			
City <u>SILT</u>		State <u>CO</u>	Zip <u>81652</u>
Home Phone Number		Business/Work Phone Number <u>(970) 343-9999</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>SUSANA TJHONG</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>02/19/2023</u>

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).

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. 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 may collect the payment amount directly from your banking account electronically.

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Rolling Fork Grill LLC.		Doing Business As Name (DBA) Brickhouse Italian	
Liquor License # 03-04499	License Type Hotel / Restaurant		
Sales Tax License Number 4164809 0001	Expiration Date 12-31-23	Due Date 12-31-23	
Business Address 820 main st SILT CO 81652			Phone Number 9708762222
Mailing Address 100 E 3rd st RIFLE CO 81650		Email brickhouse-pizzeria@outlook.com	
Operating Manager Jason Hagens	Date of Birth [REDACTED]	Home Address 508 7th st Rifle CO 81650	Phone Number 970 379 4156
1. Do you have legal possession of the premises at the street address above ? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 2024			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, 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			
4b. Since the date of filing of the last application, 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			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No *Rifle Brickhouse 03-05338*

Affirmation & Consent

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.

Type or Print Name of Applicant/Authorized Agent of Business <i>Jason Hagens</i>	Title <i>President</i>
Signature <i>[Signature]</i>	Date <i>2-7-23</i>

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest


Tax Check Authorization, Waiver, and Request to Release Information

I, Jason Hgens am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rolling Fork Grill 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) <u>Rolling Fork Grill LLC.</u>		Social Security Number/Tax Identification Number <u>20-0532527</u>	
Address <u>100 E 3rd St</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>970 625 1222</u>		Business/Work Phone Number <u>970 625 1222</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Jason Hgens</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>2-7-23</u>
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).			

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

AGENDA ITEM SUMMARY

SUBJECT: Mountain Waste and Recycling 2022 Annual Diversion Report

PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Silt Board of Trustees will hear a presentation by Mountain Waste's District Manager Bill Cira and Marketing Manager Doug Goldsmith reporting to the Board on recycling efforts that divert waste from the landfill.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Bill Cira, Doug Goldsmith, MWR

DOCUMENTS ATTACHED:

- Mountain Waste and Recycling "2021 Annual Waste Diversion Report"
- State of Colorado Recycle Report

TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila McIntyre, Town Clerk

2022
Annual Waste Diversion Report to The Town of Silt, CO

	Number of Residential Customers	Trash Tonnage	Single Stream Recycling	Total Landfill Diversion / TONS	2022 Landfill diversion Rate	2021 Landfill diversion Rate
January	1114	155.88	29.52	29.52	15.92%	16.23%
February	1115	127.10	23.87	23.87	15.81%	17.13%
March	1117	156.34	27.54	27.54	14.98%	16.15%
April	1117	182.84	34.7	34.7	15.95%	16.42%
May	1121	148.65	26.05	26.05	14.91%	16.77%
June	1121	154.72	27.53	27.53	15.11%	16.63%
July	1121	200.69	34.66	34.66	14.73%	17.73%
August	1121	159.61	22.08	34.66	17.84%	16.83%
September	1121	201.35	35.71	35.71	15.06%	16.54%
October	1121	158.57	27.91	27.91	14.97%	15.03%
November	1128	161.60	26.62	26.62	14.14%	17.09%
December	1128	198.14	34.53	34.53	14.84%	16.03%
Summary Avg.	1120	2005.49	350.72	350.72	14.88%	16.51%
		2,428,600 #'s	Tons	547,840 #'s		

Note: 5 Service Weeks

Mountain Waste & Recycling 2023 Rate Increase Request

Town of Silt, CO - Municipal Contract

Proposed new Contract Rates Effective August 1, 2022

Service Trash/Recycle	Current Rates	2023 CPI Requested Increase %	2023 Rate Increase per Household	Proposed New Rate Weekly
Regular	\$ 7.35 weekly	0%	\$0.00 weekly	\$ 7.35
Senior	\$ 6.52 weekly	0%	\$0.00 weekly	\$ 6.52
2 YD Senior Center	\$ 14.49 weekly	0%	\$0.00 weekly	\$ 14.49
6 YD Town Shop	\$ 39.07 weekly	0%	\$0.00 weekly	\$ 39.07
2 YD Sewer Plant	\$ 14.49 weekly	0%	\$0.00 weekly	\$ 14.49
2 YD Wastewater Plant	\$ 14.49 weekly	0%	\$0.00 weekly	\$ 14.49

Per section RECITALS 2. RATES in original contract; *Beginning on the Effective Date, the rate charged by Mountain Waste shall be billed to the Town at the general rates provided by the Agreement, as amended by Appendix A of the Agreement is amended to provide that the annual rate increase, if applicable, shall be based upon the Consumer Price Index for all urban consumers (CPI-U or CPI-T) whichever is greater and shall not exceed 5% over the prior year*

Mountain Waste & Recycling to further its partnership with the Town of Silt CO is proposing to continue the current rates for trash for the service year 2023/2024 and to continue to provide superior service and flexibility to the Town of Silt. While the current contract defines the pace of rate increases, we have made the decision to not increase our rates for the upcoming year.



Bill Cira
District Manager
Mountain Waste & Recycling

THE STATE OF RECYCLING & COMPOSTING

IN COLORADO

6th edition

2022

CoPIRG
Standing Up
To Powerful Interests

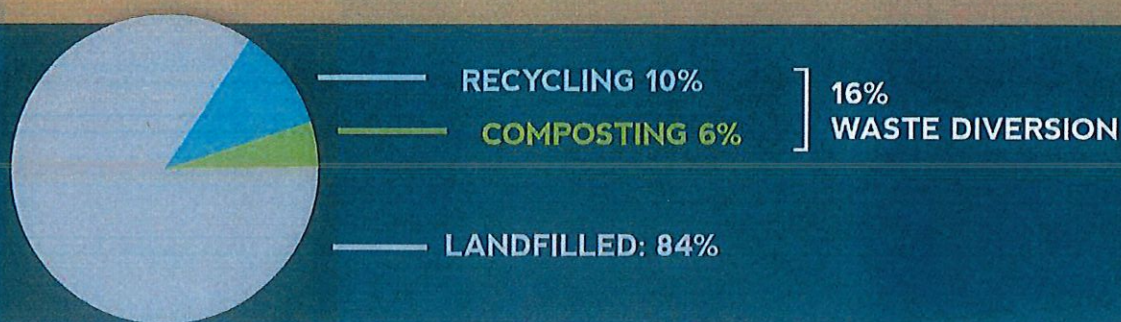
eco-cycle®

EXECUTIVE SUMMARY

Amid historic supply chain disruptions, rampant climate change, and plastic pollution, there has never been a better time to transform Colorado's recycling system to become the foundation of our Circular Economy for the future. The year 2022 will be remembered as the year Colorado took bold steps toward becoming a national leader in recycling—not yet as measured by recycling and composting rates*, but rather as a leader in recycling policy thanks to the passage of [HB22-1355: Producer Responsibility for Recycling Packaging and Paper](#). Colorado's new Producer Responsibility bill has been hailed as a national model because it is 100% producer funded and managed, it will build out recycling infrastructure and services in both rural and urban areas across the state, and because the bill was the result of extensive stakeholder input from environmental groups, the recycling industry, local governments, and producers. To be clear, the state's recycling rate is 16%, still half the national average,¹ and there is a lot more work to do, but the state and the many individuals, local governments, and businesses that have worked tirelessly together over the past few years deserve to celebrate this milestone victory.

1

FIGURE 1. COLORADO'S MUNICIPAL RECYCLING RATE, 2021²



Currently, only around 30% of Coloradans are guaranteed access to curbside recycling.³ Once HB22-1355 is fully implemented, all Coloradans will have free convenient access to recycling.

* For the purpose of this report, recycling and composting rates (hereafter "recycling rate") refer to the amount of material captured for diversion through recycling, composting, mulching, or biochar production. See the appendix for more about calculating the recycling rate.



Governor Jared Polis signed House Bill 22-1355 and House Bill 22-1159 into law on June 3, 2022, accompanied by First Gentleman Marlon Reis, bill sponsors Sen. Kevin Priola and Rep. Lisa Cutter, and bill champions from Eco-Cycle and Recycle Colorado.

With the May 2022 passage of [HB22-1355](#): Producer Responsibility for Recycling Packaging and Paper, Colorado is poised to jump from being a laggard to becoming a leader in recycling. House Bill 22-1355, sponsored by Representative Lisa Cutter and Senators Kevin Priola and Julie Gonzales, will transform how we recycle in Colorado, making it easy for all Coloradans to recycle more paper, plastics, aluminum cans, glass bottles, cardboard, and other packaging materials. It will also help businesses by creating a more resilient domestic supply of recycled materials to make new products. A Producer Responsibility system will rapidly improve Colorado's recycling rate and result in fewer greenhouse gas emissions, cleaner air and water, less waste sent to landfills, and stronger local economies.

Producer Responsibility is one of several significant accomplishments achieved in 2022 that will propel Colorado's Zero Waste efforts forward, including:

- [HB22-1159](#): Governor Polis and the Colorado Department of Public Health and the Environment championed the Waste Diversion and Circular Economy Development Center to establish a center to support and recruit businesses that use recycled materials to make new products, establishing much-needed end markets and local jobs.
- The Colorado Department of Public Health and Environment (CDPHE) made significant strides to address wasted food, yard debris, manure, and other organic wastes through their first [Statewide Organics Management Plan](#), which analyzes and makes recommendations to fill gaps in composting infrastructure and use.
- CDPHE commissioned research that created baseline assessments of recycling and organics diversion access to better measure and guide improved diversion efforts.
- In addition, many communities across Colorado have made progress toward adding or expanding recycling and/or organics diversion programs.

These efforts will be further supported by ongoing implementation of past successes, including the Front Range Waste Diversion (FRWD) program and the Plastic Pollution Reduction Act.

While Colorado's overall recycling rate still hovers at 16%, numerous communities continue to show how recycling and composting can be successful.⁴ This year's top programs include the following cities and counties:

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FIGURE 2. COLORADO'S LEADERS FOR BEST RECYCLING AND COMPOSTING PROGRAMS IN 2021⁵

FRONT RANGE LEADERS	COMMUNITY	RECYCLING & COMPOSTING RATE*
Best citywide—residential and commercial	City of Boulder	44%
Best residential	City of Loveland	58%
Best county-level—residential and commercial	Boulder County	38%
Best industrial	City of Fort Collins	66%
GREATER COLORADO LEADERS		
Best citywide—residential and commercial	City of Durango	37%
Best residential	Towns of Telluride & Mountain Village	28%
Best county-level—residential and commercial	Pitkin County	48%

* See Appendix for details on data collection terminology and how rates are calculated.

However, despite state and local efforts to increase recycling and composting programs, many Coloradans remain without convenient access to recycling and composting services. **Less than one-third of Colorado residents have guaranteed access to recycling through municipal hauling, contracts, or ordinances.**⁶ That percentage drops significantly for residents living in apartments and in rural areas, which are consistently under-resourced.

When fully in place, Colorado's new Producer Responsibility system for recycling will provide free recycling access to all Coloradans, including historically under-resourced populations. Communities are already exploring ways to improve recycling access for residents in anticipation of implementing the program in 2026, when access to recycling services will be paid for by producers.

Access to curbside organics collection is even less available than recycling and will not be addressed through the Producer Responsibility system created in HB22-1355. Fewer than 5% of Front Range residents and no Greater Colorado residents have guaranteed curbside organics collection services.⁷ There is, however, momentum to increase organics diversion services through permanent drop-off sites for food and/or yard waste and a growing number of entrepreneurial businesses providing subscription organics collection services throughout the state. In addition, municipalities across the state are actively working to expand curbside organics collection, the most notable of which is Denver, where the City Council voted in June to expand waste services to provide curbside organics collection to Denver residences (single-family homes and apartments of seven units or fewer).

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FIGURE 3. WASTE DIVERSION GOALS AND ACTUAL RATES OF WASTE DIVERSION⁸

DIVERSION RATE & GOALS	2021 (actual)	2021 GOAL	2026 GOAL	2036 GOAL
Front Range	16%	32%	39%	51%
Greater Colorado	12%	10%	13%	15%
Statewide	16%	28%	35%	45%

Lack of access to convenient diversion programs is the main reason that the state fell far short of meeting its 2021 goal of recycling and composting 28% of municipal solid waste.⁹

In 2021, Colorado landfilled over 530,000 tons of valuable recyclable materials found in common packaging and paper products (e.g., jars, bottles, cans, boxes).¹⁰ This is the same material that international corporations and local small businesses alike have been challenged to source in the past few years as supply chains have been disrupted. This represents not only a missed economic opportunity, but also a lost chance to further reduce climate impacts. Fortunately, this is also the same material that will be targeted for easier collection and recycling back into the supply chain through HB22-1355: Producer Responsibility for Recycling Packaging and Paper.

RECYCLING AND COMPOSTING ARE KEY TO COLORADO'S FIGHT AGAINST CLIMATE CHANGE

Colorado's low recycling rate already equates to a significant positive climate impact. By diverting just over one million tons of materials from landfills in 2021, Coloradans saved the equivalent greenhouse gasses to removing 430,000 gas-powered cars from the road.¹¹

Colorado's recent policy wins put the state on the cusp of becoming a national leader, but simply passing policy will not achieve the needed changes in our recycling rates. To make these policies successful, we must now focus on implementation. The immediate priority is to successfully implement Producer Responsibility to transform our disjointed recycling system into a coordinated, efficient statewide program that cuts climate pollution, creates good green jobs, and builds a more resilient domestic supply chain. Second, in the longer term, the state can begin building the infrastructure and policies to support greater composting of food and yard debris based on the strategies mapped out in the new Statewide Organics Management Plan. Together, the steps and recommendations outlined in this plan and implementation of Producer Responsibility will help Colorado move toward a sustainable, equitable future.

4

FIGURE 4. RECYCLING & COMPOSTING ARE KEY TO COLORADO'S FIGHT AGAINST CLIMATE CHANGE¹²

	2021 actual	2021 CO goal	2030 EPA goal
Recycling rate	15%	28%	50%
Reduction in greenhouse gas emissions (MTCO ₂ E)	1,900,000	3,500,000	6,300,000
Equivalent # of cars removed from road annually	400,000	750,000	1,300,000
Equivalent barrels of oil conserved	2,300,000	4,300,000	7,600,000
Tons of material diverted	1,100,000	2,000,000	3,500,000

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

AGENDA ITEM SUMMARY

SUBJECT: Mountain Waste and Recycling (MWR)-Rate Increase Request

PROCEDURE: Action Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Silt Board of Trustees will hear a presentation by MWR's District Manager Bill Cira and Marketing Manager Doug Goldsmith regarding a rate increase request for the next year, as provided for in our agreement with them in the 2021 extension (attached).

MWR has proposed a 0% trash rate increase. The maximum amount MWR can ask for by the terms of their contract with the Town is five percent per year, depending on the CPI-U or CPI-T, whichever is greater.

The Town is in the first year of the second two-year contract renewal period. The Town contracted with MWR for service for three years in 2018 with two, two-year extensions. The Town is slated to issue a Request for Proposal in 2025, unless the Board chooses to do so now.

RECOMMENDATION: It should be noted that Mountain Waste has provided this service for the past five years and has garnered few complaints. Staff recommends approving the second two-year extension.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Bill Cira, Doug Goldsmith, MWR

DOCUMENTS ATTACHED: Mountain Waste and Recycling supporting documentation

TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS

SUBMITTED BY:

REVIEWED BY:

Jeff Layman, Town Administrator

Sheila McIntyre, Town Clerk

**AN AGREEMENT BY AND BETWEEN THE TOWN OF SILT, COLORADO AND
MOUNTAIN WASTE & RECYCLING, INC. FOR WASTE REMOVAL AND
RECYCLING SERVICES**

1.0 PARTIES

This agreement ("Agreement") is made on August 1, 2018, by and between the Town of Silt (the "Town"), and Mountain Waste & Recycling, Inc., a Colorado Corporation ("MOUNTAIN WASTE").

2.0 RECITALS AND PURPOSE

- 2.1 In June 2018, the Town published a Request for Proposals (RFP) for waste removal and recycling services within the Town limits.
- 2.2 The Town received various proposals in response to the RFPs. The Board of Trustees voted to award the contract to MOUNTAIN WASTE as the lowest qualified responsive bidder, subject to the execution of a mutually acceptable agreement; and
- 2.3 MOUNTAIN WASTE represents that it has the special expertise and background necessary to provide the Town with waste removal and recycling services; and
- 2.4 The Town hereby desires to enter into an agreement with MOUNTAIN WASTE for the purpose of providing waste removal and recycling services for the Town.

3.0 SCOPE OF SERVICES

- 3.1 MOUNTAIN WASTE agrees to provide waste and recyclable material collection and removal services to the Town and to residents of the Town within the Town limits as described in this section. The specific details of said services are identified and explained in the Solid Waste Pick-up and Disposal Proposal ("Proposal") attached hereto as Exhibit A and incorporated herein by this reference.

3.2 RESIDENTIAL COLLECTION SERVICES

- a. MOUNTAIN WASTE shall perform waste and recyclable collection services once per week between the hours of 7:00 A.M. and 6:00 P.M. during the term of this Agreement. All residential trash and recycling services for the Town will be serviced in one (1) day. If a regularly-scheduled collection day is affected by a holiday, MOUNTAIN WASTE may schedule a different weekday within the same week to provide the collection services. MOUNTAIN WASTE shall provide each resident (through the Town) in the Town, on no less than an annual basis, a calendar setting the collection schedule and providing contact information for MOUNTAIN WASTE. The calendar shall clearly note any deviation from the normal collection day due to holidays. In the event MOUNTAIN WASTE needs to alter a collection day from what is reflected on the calendar MOUNTAIN WASTE must provide notice to the

Town Clerk and every resident customer no later than thirty (30) days prior to the scheduled change. Notice may be in writing or through a phone system set up by MOUNTAIN WASTE and approved by the Town Administrator.

- b. Residential collection services shall be provided on a door-to door basis. All trash and rubbish will be placed in a receptacle provided by and acceptable to MOUNTAIN WASTE. MOUNTAIN WASTE will provide each resident a ninety-six (96) gallon container for trash and rubbish. MOUNTAIN WASTE shall upon request also provide each resident at least one (1) 18-gallon recycling bin for single-stream recyclable materials. Residents of the Town may scale up recycling services through additional 18, 64 or 96 gallon containers provided by MOUNTAIN WASTE. MOUNTAIN WASTE will allow each resident to change their selection of container within the first ninety (90) days of commencement of service at no charge. After 90 days the fee to change service levels will be a one-time \$25.00 fee per occurrence for the delivery/removal of the container(s). MOUNTAIN WASTE shall establish a list of materials accepted for recycling and customer instructions for preparing the materials for recycling. MOUNTAIN WASTE may change the recycling materials list and preparation instructions only upon two (2) weeks prior notice to the Town Clerk and Town residents. MOUNTAIN WASTE will not provide clean-up service where trash, garbage, or recyclables have been scattered by animals, acts of god, or otherwise. Waste and recycling containers shall be placed at the curb, or where applicable, at the alley line, prior to the scheduled time for collection and shall be located at least 3 feet from any obstacle. MOUNTAIN WASTE shall have no obligation to pick up and empty any trash or recycling container located inside a fence or gate or across a ditch, within garages or other improvements, or otherwise not located at the curb or alley line as herein above required.
- c. Residents can arrange for MOUNTAIN WASTE to pick-up bulk item(s) listed in Exhibit B. MOUNTAIN WASTE will arrange for payment in advance from the customer before bulk items are collected and removed. Residents can also arrange for MOUNTAIN WASTE to collect the electronic waste items listed in Exhibit B and shall be responsible for full payment of the costs associated therewith. MOUNTAIN WASTE reserves the right to discontinue e-waste collection and disposal in the event the local source for disposal thereof is eliminated.
- d. The residential collection services provided by MOUNTAIN WASTE shall not include the hauling of construction or remodeling materials, waste, or debris; automobile or truck parts; trees or large branches greater than two and one half (2 and ½) inches in diameter; or any other item so listed in Exhibit B unless prior arrangements have been made.

3.3 SERVICES TO THE TOWN.

- a. MOUNTAIN WASTE shall provide waste and recycling receptacles of sizes of the Town's choosing provided for in Exhibit A and shall provide collection and disposal services for the same. As of the date of this Agreement the Town maintains 2-yard containers outside of the Senior Center, Wastewater Plant and Sewer Plant each to be

billed at the rate of \$12.50 per week; a 6 yard container at the Town Shop billed at the rate of \$35.00 per week. MOUNTAIN WASTE shall also maintain 96 gallon totes at the Community Center and Library at the rate of \$6.18 each per week and 96 gallon totes at the Police Department/Town Hall and Town Center at no charge. The foregoing rates apply notwithstanding the rates set forth in Exhibit A for such a container and subject to Section 4.3 of this Agreement.

- b. MOUNTAIN WASTE shall service a Town-wide "Clean Up Day" *per year*, which involves MOUNTAIN WASTE's placing one, 40-yard container at a Town-approved central location and hauling and removing said container three times at no cost to Town for the container haul to the landfill. The Town shall be responsible for paying for any container removals beyond the three free pulls per event. Town shall be responsible for any disposal fees charged by the landfill associated with the donated container movements. MOUNTAIN WASTE shall cooperate with the Town concerning outreach about the Clean-Up Day event.
 - c. MOUNTAIN WASTE agrees to provide one (1) 30 yard roll-off container, donated, to collect Christmas trees. The hauling of the container will be done at no cost to the Town but the Town will be responsible for the landfill disposal fee charged associated with the donated container.
 - d. MOUNTAIN WASTE agrees to provide one (1) 20 yard roll-off container, donated, to be placed at Heydays event to collect trash. The hauling of the container will be done at no cost to the Town but the Town will be responsible for the landfill disposal fee associated with the donated container.
 - e. MOUNTAIN WASTE agrees to provide one (1) 6-yard trash container three (3) times yearly for concerts as needed by the Town. This will be done at no cost to the Town. The Town will give at least 7 days' notice when the containers will be needed.
- 3.4 MOUNTAIN WASTE agrees to furnish the best skill and judgment and to cooperate with the Town Administrator, Town Public Works Director, Town Engineer, Town Attorney, and other Town designees in furthering the interests of the Town.

4.0 COMPENSATION

- 4.1 Upon delivery to the residents of the Town of all waste and recycling containers referenced in Exhibit A and commencement of regular service the Town shall pay MOUNTAIN WASTE for services under this agreement at the rates listed in Exhibit A. MOUNTAIN WASTE shall invoice the Town on a monthly arrears basis for its services.
- 4.2 MOUNTAIN WASTE shall provide trash and recycling containers and collection service for Town-sponsored events at a cost of: See Exhibit A.
- 4.3 Upon MOUNTAIN WASTE's written request to the Town and subsequent approval by the Board of Trustees, the rates set forth in Exhibit A and in this Section 4 may be adjusted

annually on each anniversary of the date of this Agreement by the increase, if any, in the CPIT Colorado (All Items), but in no event shall the increase of any rate set forth in Exhibit A or this Section 4 be more than 5%. MOUNTAIN WASTE shall make such written request at least thirty (30) days prior to each anniversary date and explain the basis for any requested increase.

- 4.4 As of the date of this Agreement, MOUNTAIN WASTE deposits its collected recyclable materials at the Alpine Waste & Recycling MRF ("Facility"). Notwithstanding Section 4.3 of this Agreement, if the Facility closes or otherwise refuses to accept MOUNTAIN WASTE's recycling materials, the Town shall have the option of either terminating recycling services provided under this Agreement or paying the increased rate for recycling services. The Town will also, consider, upon written request from MOUNTAIN WASTE, an increase in base rates for residential collection services upon occurrence of said event(s).
- 4.5 If Mountain Waste equipment in the possession of the residents of the Town is lost, stolen or damaged beyond normal wear and tear, the replacement costs are: 18 gallon recycling bin- \$15.00, 64 or 96 gallon container- \$70.00
- 4.6 In addition to the base rates found in Exhibit A, on a monthly basis the Town may be required to pay a fuel protection surcharge to MOUNTAIN WASTE based on the per-gallon cost of fuel as shown on the chart found in Exhibit C, attached hereto. MOUNTAIN WASTE is responsible for tracking diesel fuel prices and invoicing the Town for the appropriate surcharge. Pursuant to Exhibit C the fuel surcharge for the first month of this Agreement shall be 0.00 %. Exhibit C will be updated and adjusted semi-annually in conjunction with any rate increases as provided in Section 4.3. Adjustments using Exhibit C shall be based on a previous six (6) month average of the Rocky Mountain price of diesel fuel reported weekly by the Department of Energy in its retail On-Highway Diesel Prices index. MOUNTAIN WASTE shall be responsible for calculating and revising Exhibit C as provided in this Section 4.6.
- 4.7 At reasonable times during the term of this Agreement MOUNTAIN WASTE may petition the Town for adjustments in the base rates set forth herein based upon documented changes in the cost of doing business, such as revised laws or regulations, changes in **disposal locations, or changes in disposal fees** for either trash or recycling. Any such increase must be approved by the Board of Trustees at a public meeting.
- 4.8 Any payment obligations of Town for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation by the Town.
- 5.0 TERM**
- 5.1 MOUNTAIN WASTE's services under this Agreement shall commence on the date the Board of Trustees approves this Agreement and shall continue for a period of three (3) calendar years unless earlier terminated by the parties as set forth herein ("Initial Term").

The parties shall have the option of renewing this Agreement for two (2) consecutive two (2) -year periods ("Renewal Period(s)"). If either party desires to renew this Agreement, said party shall provide written notice to the other within ninety (90) days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 5.1.

6.0 INSURANCE

6.1 MOUNTAIN WASTE's insurance coverage is attached hereto and incorporated herein as Exhibit D. MOUNTAIN WASTE shall add the Town as an additional insured party to these policies. MOUNTAIN WASTE shall maintain this insurance coverage, at a minimum, for the Initial Term of this Agreement. Should this Agreement be extended for one or more Renewal Terms, MOUNTAIN WASTE's insurance shall be maintained during said Renewal Period(s). In the event of any changes to the attached coverages, including, but not limited to, changes to the vehicle fleet, MOUNTAIN WASTE shall provide the Town with a copy of the amended certificate(s) showing the Town as an additional insured within sixty (60) days of the change.

6.2 The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* as amended from time to time or otherwise available to Town.

7.0 INDEMNIFICATION

7.1 MOUNTAIN WASTE agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of MOUNTAIN WASTE or any officer or employee of MOUNTAIN WASTE or any subcontractor of MOUNTAIN WASTE or any other person for whom MOUNTAIN WASTE is directly responsible. The obligations of this Section 7 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Town or parties under the Town's control. This obligation shall survive the termination of this Agreement.

8.0 INDEPENDENT CONTRACTOR

8.1 MOUNTAIN WASTE shall be an independent contractor and not an agent or employee of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct MOUNTAIN WASTE as to details of doing work or to exercise a measure of control over the work mean that MOUNTAIN WASTE shall follow the direction of the Town as to end results of the work only. MOUNTAIN WASTE is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint

venture or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

- 8.2 MOUNTAIN WASTE does not have the express or implied power to bind the Town in any manner except as directly related to the duties of this Agreement or without the express lawful written consent of the Town Administrator.

9.0 ASSIGNMENT

- 9.1 MOUNTAIN WASTE shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Town's prior written consent.

10.0 TERMINATION

- 10.1 In the event of a material breach or default of this Agreement by either party, the nonbreaching shall give the other party written notice of the breach or default and, if the breach or default can be cured, an opportunity to cure the breach or default within 45 days. In the event the breach or default is not cured within 45 days to the satisfaction of the other party, the nonbreaching party may terminate the Agreement by giving the other party written notice at least 45 days in advance of the termination date. If Mountain Waste ceases collection operations on a weekly basis for more than 14 days from the last date of service without due cause, the Town may proceed with giving notice of termination without providing an opportunity to cure. This does not apply if the reason for interruption of services is caused by an Act of God or reasons beyond regional control. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available.
- 10.2 Failure on the part of the Town to appropriate sufficient funds for the administration of this Agreement in any given year shall also serve to terminate this Agreement, and all obligations of the Town to MOUNTAIN WASTE under this Agreement will cease.

11.0 REPORTS/INSPECTION/OPEN RECORDS

- 11.1 The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of MOUNTAIN WASTE and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.2 MOUNTAIN WASTE shall provide the Town with semi-annual reports as described in Exhibit A and that include residential, industrial, and commercial data.
- 11.3 The Town is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents MOUNTAIN WASTE prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by MOUNTAIN WASTE. MOUNTAIN WASTE

hereby waives any claims of any kind whatsoever against Town for the Town's compliance or attempted compliance with the provisions of the Open Records Act.

12.0 INTEGRATION AND AMENDMENT

- 12.1 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

13.0 CONTROLLING LAW

- 13.1 This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for disputes arising under this Agreement shall be in the District Court for Garfield County, Colorado.

14.0 APPROPRIATION

- 14.1 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Town to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

15.0 EMPLOYMENT OF OR CONTRACTING WITH ILLEGAL ALIENS

- 15.1 As used in this Agreement, the following words or phrases shall have the following meanings:

- a. Contractor means Mountain Waste & Recycling, Inc.
- b. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

- 15.2. The Contractor shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or

- b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

15.3. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

15.4. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1) of this paragraph 15.4 the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

15.5. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

15.6. If Contractor violates this Agreement, the Town may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the Town for actual and consequential damages.

16.0 NOTICES

- 16.1 Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section 24.

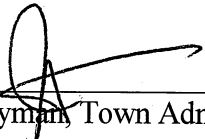
TO TOWN: Town of Silt Colorado
231 North 7th Street
P.O. Box 70
Silt, Colorado 81652
Attn: Town Administrator

TO MOUNTAIN
WASTE: Mountain Waste & Recycling, Inc.
PO Box 999
Carbondale, Colorado 81623
Attn: Mike Hinkley, District Manager
Cell phone: (970) 319-8193

SO AGREED and made effective as of the date set forth above.

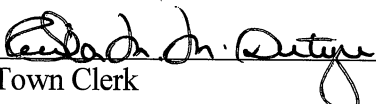
TOWN OF SILT, COLORADO

MOUNTAIN WASTE & RECYLING, INC.

By: 
Jeff Layman, Town Administrator

By: _____
Mike Hinkley, District Manager

ATTEST:


Town Clerk



TO TOWN: Town of Silt Colorado
231 North 7th Street
P.O. Box 70
Silt, Colorado 81652
Attn: Town Administrator

TO MOUNTAIN
WASTE: Mountain Waste & Recycling, Inc.
PO Box 999
Carbondale, Colorado 81623
Attn: Mike Hinkley, District Manager
Cell phone: (970) 319-8193

SO AGREED and made effective as of the date set forth above.

TOWN OF SILT, COLORADO

MOUNTAIN WASTE & RECYLING, INC.

By: [Signature]
Jeff Layman, Town Administrator

By: [Signature]
Mike Hinkley, District Manager

ATTEST:

[Signature]
Town Clerk



Exhibit A

Request for Proposal Town of Silt Trash Contract

The term of the contract is for three years beginning July 1, 2018. The contract may be extended for three additional years if both parties agree. The contractor will be required to supply one 96 gallon trash container and a commingled recycle system to each customer. The town has approximately 1000 accounts. The contractor will have all of the residential accounts in Silt. Commercial accounts larger than 96 gallon will be dealt with by the owners of the business and their chosen contractor.

Recycle will be collected **weekly** on the same day as the trash. The pickup day for Silt is currently Friday. The town will bill the individual customers and pay the contractor monthly. A monthly reconciliation sheet will be required showing all addresses serviced. The contractor shall supply a local staff person to accept communications and prepare the monthly reconciliation statements. Extra pickups or extra trash container charges will be the responsibility of the contractor to bill directly to the customer and collect from the customer. Please fill out the table below to place your bid. This is a typical week.

Company Name Mountain Waste & Recycling

Service	Number	Unit Cost	Total	Note
Residential Customer	900	6.18	# 5,562.-	Weekly with recycle
Senior rate	100	5.43	# 543.-	12% reduction
2 yd dumpster senior center	1	\$12.50/wk	# 12.50	weekly
6 yd dumpster town shop	1	\$35.-/wk	# 35.00	weekly
2 yd sewer plant grit	1	\$12.50/wk	# 12.50	weekly
2 yd wastewater plant	1	\$12.50/wk	# 12.50	weekly
Donations:				
20 yd Heyday	1 yearly	0.00	0.00	Donated
6 yd for concerts	3 yearly	0.00	0.00	Donated
40 yd clean up day	3 yearly	0.00	0.00	Donated
30 yd xmas trees	1 yearly	0.00	0.00	Donated
		Total bid:	# 6,177.50	Weekly

Bulk Item Pick-up Town of Silt Colorado



Appendix B - Town of Silt

Arrangements are made by contacting Mountain Waste directly at 970-340-7015

Bulk Items: -

APPLIANCES	Cost per item
Dish Washer	\$65.00
Dryer (Clothes)	\$65.00
Gas Grill (No propane tanks)	\$50.00
Microwave Oven	\$35.00
Refrigerator (Tagged - without Freon)	\$65.00
Freezer (Tagged - without Freon)	\$65.00
Air-Conditioning Unit (Tagged - without Freon)	\$35.00
Stove / Oven	\$65.00
Washing Machine	\$65.00
Water Heater (Drained) - Up to 49 gallon size)	\$50.00
Water Heater Large (Drained) - (50 gal or above)	\$65.00
FURNITURE/HOUSEHOLD ITEMS	
Bed Frame	\$40.00
Bookshelf (Empty)	\$25.00
Box Springs or Mattress	
Twin	\$25.00
Full	\$30.00
Queen	\$35.00
King	\$40.00
Chair (Wooden/kitchen/desk)	\$15.00
Chair (Stuffed)	\$25.00
Chair (Recliner)	\$35.00
Coffee Table	\$15.00
Couch (Small) / Love Seat	\$45.00
Couch (Large)	\$65.00
Couch (Sleeper Sofa)	\$75.00
Dresser	\$35.00
Futon Frame	\$25.00
Table (Kitchen)	\$25.00
Table (Dining Room)	\$30.00

Bulk Item Pick-up Town of Silt Colorado

Appendix B – Continued

Branches/Tree Limbs: All branches & tree limbs must be bundled in less than 4 foot lengths and 2 feet in diameter bundles. Maximum Diameter of 2" Limbs. (No Commercial Tree Trimming Waste) organic pickups will be billed directly to the resident and paid in advance

E-Waste: – Customers will be charged and billed directly for each item listed

E-WASTE (disposal fee)	Cost per Item
Computer (Desk Top)	\$55.00
Computer (Lap Top)	\$45.00
Computer (Monitor Screen)	\$45.00
Computer Keyboard	\$25.00
Stereo System (Small)	\$35.00
Stereo System (Large)	\$55.00
Television (19" or smaller screen size)	\$45.00
Television (20" to 29" screen size)	\$50.00
Television (40" to 59" screen size)	\$60.00
Television (60" screen size or larger)	\$75.00
VCR Player	\$35.00
DVD Player	\$35.00
Copy Machine	\$100.00
Printer / Fax Machines	\$75.00

****Attention: Mountain Waste & Recycling will continue to service E-Waste as long as there is a local source of disposal.****

Items That Cannot Be Picked Up Residentially

- Construction & Demolition Debris
- Tires / Rims
- Batteries
- Bio – Hazard Materials
- Paint / Stain Cans (with Liquid contents)
- Hot Tub
- Bathtubs / Toilets
- Explosive/Corrosive/Flammable Items
- Non-tagged Freon containing Appliances (Freezer, Refrigerator, AC units)

Mountain Waste & Recycling - Fuel Surcharge Table - Town of Silt

DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %
\$ 3.35	2.00	\$ 3.87	3.56	\$ 4.39	5.12	\$ 4.91	6.68	\$ 5.43	8.24	\$ 5.95	9.80	\$ 6.47	11.36
\$ 3.36	2.03	\$ 3.88	3.59	\$ 4.40	5.15	\$ 4.92	6.71	\$ 5.44	8.27	\$ 5.96	9.83	\$ 6.48	11.39
\$ 3.37	2.06	\$ 3.89	3.62	\$ 4.41	5.18	\$ 4.93	6.74	\$ 5.45	8.30	\$ 5.97	9.86	\$ 6.49	11.42
\$ 3.38	2.09	\$ 3.90	3.65	\$ 4.42	5.21	\$ 4.94	6.77	\$ 5.46	8.33	\$ 5.98	9.89	\$ 6.50	11.45
\$ 3.39	2.12	\$ 3.91	3.68	\$ 4.43	5.24	\$ 4.95	6.80	\$ 5.47	8.36	\$ 5.99	9.92	\$ 6.51	11.48
\$ 3.40	2.15	\$ 3.92	3.71	\$ 4.44	5.27	\$ 4.96	6.83	\$ 5.48	8.39	\$ 6.00	9.95	\$ 6.52	11.51
\$ 3.41	2.18	\$ 3.93	3.74	\$ 4.45	5.30	\$ 4.97	6.86	\$ 5.49	8.42	\$ 6.01	9.98	\$ 6.53	11.54
\$ 3.42	2.21	\$ 3.94	3.77	\$ 4.46	5.33	\$ 4.98	6.89	\$ 5.50	8.45	\$ 6.02	10.01	\$ 6.54	11.57
\$ 3.43	2.24	\$ 3.95	3.80	\$ 4.47	5.36	\$ 4.99	6.92	\$ 5.51	8.48	\$ 6.03	10.04	\$ 6.55	11.60
\$ 3.44	2.27	\$ 3.96	3.83	\$ 4.48	5.39	\$ 5.00	6.95	\$ 5.52	8.51	\$ 6.04	10.07	\$ 6.56	11.63
\$ 3.45	2.30	\$ 3.97	3.86	\$ 4.49	5.42	\$ 5.01	6.98	\$ 5.53	8.54	\$ 6.05	10.10	\$ 6.57	11.66
\$ 3.46	2.33	\$ 3.98	3.89	\$ 4.50	5.45	\$ 5.02	7.01	\$ 5.54	8.57	\$ 6.06	10.13	\$ 6.58	11.69
\$ 3.47	2.36	\$ 3.99	3.92	\$ 4.51	5.48	\$ 5.03	7.04	\$ 5.55	8.60	\$ 6.07	10.16	\$ 6.59	11.72
\$ 3.48	2.39	\$ 4.00	3.95	\$ 4.52	5.51	\$ 5.04	7.07	\$ 5.56	8.63	\$ 6.08	10.19	\$ 6.60	11.75
\$ 3.49	2.42	\$ 4.01	3.98	\$ 4.53	5.54	\$ 5.05	7.10	\$ 5.57	8.66	\$ 6.09	10.22	\$ 6.61	11.78
\$ 3.50	2.45	\$ 4.02	4.01	\$ 4.54	5.57	\$ 5.06	7.13	\$ 5.58	8.69	\$ 6.10	10.25	\$ 6.62	11.81
\$ 3.51	2.48	\$ 4.03	4.04	\$ 4.55	5.60	\$ 5.07	7.16	\$ 5.59	8.72	\$ 6.11	10.28	\$ 6.63	11.84
\$ 3.52	2.51	\$ 4.04	4.07	\$ 4.56	5.63	\$ 5.08	7.19	\$ 5.60	8.75	\$ 6.12	10.31	\$ 6.64	11.87
\$ 3.53	2.54	\$ 4.05	4.10	\$ 4.57	5.66	\$ 5.09	7.22	\$ 5.61	8.78	\$ 6.13	10.34	\$ 6.65	11.90
\$ 3.54	2.57	\$ 4.06	4.13	\$ 4.58	5.69	\$ 5.10	7.25	\$ 5.62	8.81	\$ 6.14	10.37	\$ 6.66	11.93
\$ 3.55	2.60	\$ 4.07	4.16	\$ 4.59	5.72	\$ 5.11	7.28	\$ 5.63	8.84	\$ 6.15	10.40	\$ 6.67	11.96
\$ 3.56	2.63	\$ 4.08	4.19	\$ 4.60	5.75	\$ 5.12	7.31	\$ 5.64	8.87	\$ 6.16	10.43	\$ 6.68	11.99
\$ 3.57	2.66	\$ 4.09	4.22	\$ 4.61	5.78	\$ 5.13	7.34	\$ 5.65	8.90	\$ 6.17	10.46	\$ 6.69	12.02
\$ 3.58	2.69	\$ 4.10	4.25	\$ 4.62	5.81	\$ 5.14	7.37	\$ 5.66	8.93	\$ 6.18	10.49	\$ 6.70	12.05
\$ 3.59	2.72	\$ 4.11	4.28	\$ 4.63	5.84	\$ 5.15	7.40	\$ 5.67	8.96	\$ 6.19	10.52	\$ 6.71	12.08
\$ 3.60	2.75	\$ 4.12	4.31	\$ 4.64	5.87	\$ 5.16	7.43	\$ 5.68	8.99	\$ 6.20	10.55	\$ 6.72	12.11
\$ 3.61	2.78	\$ 4.13	4.34	\$ 4.65	5.90	\$ 5.17	7.46	\$ 5.69	9.02	\$ 6.21	10.58	\$ 6.73	12.14
\$ 3.62	2.81	\$ 4.14	4.37	\$ 4.66	5.93	\$ 5.18	7.49	\$ 5.70	9.05	\$ 6.22	10.61	\$ 6.74	12.17
\$ 3.63	2.84	\$ 4.15	4.40	\$ 4.67	5.96	\$ 5.19	7.52	\$ 5.71	9.08	\$ 6.23	10.64	\$ 6.75	12.20
\$ 3.64	2.87	\$ 4.16	4.43	\$ 4.68	5.99	\$ 5.20	7.55	\$ 5.72	9.11	\$ 6.24	10.67	\$ 6.76	12.23
\$ 3.65	2.90	\$ 4.17	4.46	\$ 4.69	6.02	\$ 5.21	7.58	\$ 5.73	9.14	\$ 6.25	10.70	\$ 6.77	12.26
\$ 3.66	2.93	\$ 4.18	4.49	\$ 4.70	6.05	\$ 5.22	7.61	\$ 5.74	9.17	\$ 6.26	10.73	\$ 6.78	12.29
\$ 3.67	2.96	\$ 4.19	4.52	\$ 4.71	6.08	\$ 5.23	7.64	\$ 5.75	9.20	\$ 6.27	10.76	\$ 6.79	12.32
\$ 3.68	2.99	\$ 4.20	4.55	\$ 4.72	6.11	\$ 5.24	7.67	\$ 5.76	9.23	\$ 6.28	10.79	\$ 6.80	12.35
\$ 3.69	3.02	\$ 4.21	4.58	\$ 4.73	6.14	\$ 5.25	7.70	\$ 5.77	9.26	\$ 6.29	10.82	\$ 6.81	12.38
\$ 3.70	3.05	\$ 4.22	4.61	\$ 4.74	6.17	\$ 5.26	7.73	\$ 5.78	9.29	\$ 6.30	10.85	\$ 6.82	12.41
\$ 3.71	3.08	\$ 4.23	4.64	\$ 4.75	6.20	\$ 5.27	7.76	\$ 5.79	9.32	\$ 6.31	10.88	\$ 6.83	12.44
\$ 3.72	3.11	\$ 4.24	4.67	\$ 4.76	6.23	\$ 5.28	7.79	\$ 5.80	9.35	\$ 6.32	10.91	\$ 6.84	12.47
\$ 3.73	3.14	\$ 4.25	4.70	\$ 4.77	6.26	\$ 5.29	7.82	\$ 5.81	9.38	\$ 6.33	10.94	\$ 6.85	12.50
\$ 3.74	3.17	\$ 4.26	4.73	\$ 4.78	6.29	\$ 5.30	7.85	\$ 5.82	9.41	\$ 6.34	10.97	\$ 6.86	12.53
\$ 3.75	3.20	\$ 4.27	4.76	\$ 4.79	6.32	\$ 5.31	7.88	\$ 5.83	9.44	\$ 6.35	11.00	\$ 6.87	12.56
\$ 3.76	3.23	\$ 4.28	4.79	\$ 4.80	6.35	\$ 5.32	7.91	\$ 5.84	9.47	\$ 6.36	11.03	\$ 6.88	12.59
\$ 3.77	3.26	\$ 4.29	4.82	\$ 4.81	6.38	\$ 5.33	7.94	\$ 5.85	9.50	\$ 6.37	11.06	\$ 6.89	12.62
\$ 3.78	3.29	\$ 4.30	4.85	\$ 4.82	6.41	\$ 5.34	7.97	\$ 5.86	9.53	\$ 6.38	11.09	\$ 6.90	12.65
\$ 3.79	3.32	\$ 4.31	4.88	\$ 4.83	6.44	\$ 5.35	8.00	\$ 5.87	9.56	\$ 6.39	11.12	\$ 6.91	12.68
\$ 3.80	3.35	\$ 4.32	4.91	\$ 4.84	6.47	\$ 5.36	8.03	\$ 5.88	9.59	\$ 6.40	11.15	\$ 6.92	12.71
\$ 3.81	3.38	\$ 4.33	4.94	\$ 4.85	6.50	\$ 5.37	8.06	\$ 5.89	9.62	\$ 6.41	11.18	\$ 6.93	12.74
\$ 3.82	3.41	\$ 4.34	4.97	\$ 4.86	6.53	\$ 5.38	8.09	\$ 5.90	9.65	\$ 6.42	11.21	\$ 6.94	12.77
\$ 3.83	3.44	\$ 4.35	5.00	\$ 4.87	6.56	\$ 5.39	8.12	\$ 5.91	9.68	\$ 6.43	11.24	\$ 6.95	12.80
\$ 3.84	3.47	\$ 4.36	5.03	\$ 4.88	6.59	\$ 5.40	8.15	\$ 5.92	9.71	\$ 6.44	11.27	\$ 6.96	12.83
\$ 3.85	3.50	\$ 4.37	5.06	\$ 4.89	6.62	\$ 5.41	8.18	\$ 5.93	9.74	\$ 6.45	11.30	\$ 6.97	12.86
\$ 3.86	3.53	\$ 4.38	5.09	\$ 4.90	6.65	\$ 5.42	8.21	\$ 5.94	9.77	\$ 6.46	11.33	\$ 6.98	12.89



MOUNWAS-01

PVIANZON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 1125 17th Street, Suite 900 Denver, CO 80202	CONTACT NAME: Jessica Bogdan		
	PHONE (A/C, No, Ext): (720) 207-2413	FAX (A/C, No): (866) 243-0727	
	E-MAIL ADDRESS: jessica.bogdan@hubinternational.com		
INSURED Mountain Roll-Offs, Inc. dba Mountain Waste & Recycling 1058 County Road 100 Carbondale, CO 81623	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire & Casualty		13021
	INSURER B: Rockhill Insurance		28053
	INSURER C: Pinnacol Assurance Company		41190
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	60488166	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	60488166	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FF02167300	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	4133726	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Silt is an additional insured for General Liability.

CERTIFICATE HOLDER

CANCELLATION

Town of Silt
PO Box 70
Silt, CO 81652-0070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**AMENDMENT TO
SOLID WASTE REMOVAL AND RECYCLABLES COLLECTION AGREEMENT**

THIS AMENDMENT TO SOLID WASTE REMOVAL AND RECYCLABLES COLLECTION AGREEMENT is made and entered into by and between THE TOWN OF SILT, a Colorado home rule municipality (the "Town") and MOUNTAIN ROLL-OFFS INC., a Colorado corporation ("MRI").

WITNESSETH:

WHEREAS, the Town and MRI entered into that certain Solid Waste Removal and Recyclables Collection agreement dated July 1, 2015 ("Waste Agreement"); and

WHEREAS, the Waste Agreement is scheduled to expire by its terms on July 1, 2018; and

WHEREAS, the parties are in the process of negotiating the terms of a new agreement for waste removal and recycling services; and

WHEREAS, the parties desire to extend the term of the Waste Agreement for 60 days to allow the parties to finalize the terms of the new agreement and to adopt an amended Exhibit A to the Waste Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants set forth in the Waste Agreement, the parties agree as follows:

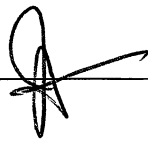
1. The foregoing recitals are hereby incorporated as if set forth herein.
2. The term of the Waste Agreement as set forth in Paragraph 16 is hereby amended and extended for sixty days, through September 1, 2018.
3. The scope of services and rates set forth in Exhibit A to the Waste Agreement are hereby amended as set forth on the revised Exhibit A attached hereto and incorporated herein by this reference.
4. Except as expressly amended herein, the Waste Agreement remains unaltered and in full force and effect.

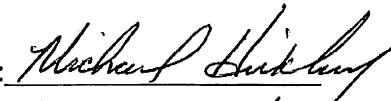
IN WITNESS WHEREOF, the parties have executed and delivered this Amendment to the Solid Waste Removal and Recyclables Collection Agreement by and through their duly authorized representatives.

SO AGREED and made effective as of the date set forth above.

TOWN OF SILT, COLORADO

MOUNTAIN ROLL-OFFS, INC.

By: 

By: 
District Manager

ATTEST:

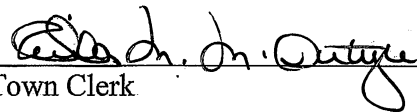

Town Clerk



Exhibit A
Request for Proposal
Town of Silt Trash Contract

Company Name: **Mountain Waste & Recycling**

Service Option 1 - Trash and Recycling Weekly per the RFP

Service	Number	Unit Cost	Total	Note
Residential Customer	900	6.18	\$5,562.00	Weekly with recycle
Senior Rate	100	5.43	\$543.00	12% reduction
2 yd. dumpster senior center	1	\$12.50 week	\$12.50	Weekly
6 yd. dumpster town shop	1	\$35.00 week	\$35.00	Weekly
2 yd. sewer plant grit	1	\$12.50 week	\$12.50	Weekly
2 yd. wastewater plant	1	\$12.50 week	\$12.50	Weekly
Donations:				
20 yd. Heyday	1 yearly	0.00	0.00	Donated
6 yd. for concerts	3 yearly	0.00	0.00	Donated
40 yd. clean up day	3 yearly	0.00	0.00	Donated
30 yd. xmas trees	1 yearly	0.00	0.00	Donated
Total Bld			\$6,177.50	Weekly

Recycling services:

Mountain Waste & Recycling will meet the residents recycling needs with container sizes for service from 18 gal to 96 gallon containers as requested

Additional Services:

2 yard	\$12.50 week	\$12.50	Weekly
3 yard	\$18.00 week	\$18.00	Weekly
4 yard	\$25.00 week	\$25.00	Weekly
6 yard	\$35.00 week	\$35.00	Weekly
8 yard	\$50.00 week	\$50.00	Weekly

Additional Roll-off containers will be billed at \$400.00 per haul + disposal (20-30-or 40 yard containers)

**AMENDMENT TO MOUNTAIN WASTE AND RECYCLING, INC. FOR WASTE
REMOVAL AND RECYCLING SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO MOUNTAIN WASTE AND RECYCLING, INC. FOR WASTE REMOVAL AND RECYCLING SERVICES AGREEMENT effective as of the 1st day of August, 2021 ("Effective Date"), by and between the **TOWN OF SILT ("The Town") AND MOUNTAIN ROLL-OFF, INC., D/B/A MOUNTAIN WASTE & RECYCLING, A WASTE CONNECTIONS COMPANY**, a Colorado corporation ("**Mountain Waste**").

RECITALS

WHEREAS, the Parties entered into a professional services agreement dated August 1, 2018, subject to a First Amendment on August 1, 2021 (collectively and as amended the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Town shall exercise a two year right of renewal of the Initial Term of the Agreement providing for a renewal period that expires on July 31, 2023; and

WHEREAS, the parties desire to renew the Agreement subject to additional amendments as set forth below.

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

1. **TERM OF AGREEMENT.** The Agreement is hereby renewed for an Initial Term from August 1, 2021 through July 31, 2023, subject to annual budgeting and appropriation by the Town Council as required by the Colorado Constitution. The Town shall have the option of renewing the Agreement for one additional consecutive two-year period ("Renewal Periods") pursuant to the notice provisions in Section 5.1 of the Agreement.

2. **RATES.** Beginning on the Effective Date, the rate charged by Mountain Waste shall be billed to the Town at the general rates provided by the Agreement, as amended by Appendix A (Rate Table) of the Agreement is amended to provide that the annual rate increase, if applicable, shall be based upon the Consumer Price Index for all urban consumers (CPI-U) or (CPI-T) whichever is greater and shall not exceed 5% over the prior year.

3. **EFFECTIVE DATE.** This Amendment shall be in effect as of the Effective Date of August 1, 2021, notwithstanding the date it is signed and approved by both parties.

4. **CORPORATE NAME CHANGE.** Mountain Waste's name for notices and all other purposes is: Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling – A Waste Connections Company.

5. **REMAINDER UNCHANGED.** All parts of the Agreement not specifically amended herein remain unchanged and shall continue in full force and effect.

SO AGREED and made effective as of the Effective Date.

TOWN OF SILT:

By: Keith B Richel
Keith Richel, Mayor

ATTEST:

Jeff Layman, Town Administrator



MOUNTAIN WASTE AND RECYCLING:

By: Mike Hinkley 5-26-2021
Mike Hinkley, District Manager

Mountain Waste & Recycling 2022 Rate Increase Request

Town of Silt, CO - Municipal Contract

Proposed new Contract Rates Effective August 1, 2022

Service Trash/Recycle	Current Rates	2022 CPI Requested Increase %	2022 Rate Increase per Household	Proposed New Rate Weekly	Proposed New Rate Weekly w/Admin Fee
Regular	\$ 7.00 weekly	5%	\$ 0.35 weekly	\$ 7.35	\$ 8.09
Senior	\$ 6.21 weekly	5%	\$ 0.31 weekly	\$ 6.52	\$ 7.17
2 YD Senior Center	\$ 13.80 weekly	5%	\$ 14.49 weekly	\$ 14.49	\$ 15.94
6 YD Town Shop	\$ 37.21 weekly	5%	\$ 39.07 weekly	\$ 39.07	\$ 42.98
2 YD Sewer Plant	\$ 13.80 weekly	5%	\$ 14.49 weekly	\$ 14.49	\$ 15.94
2 YD Wastewater Plant	\$ 13.80 weekly	5%	\$ 14.49 weekly	\$ 14.49	\$ 15.94

Per section RECITALS 2. RATES in original contract; *Beginning on the Effective Date, the rate charged by Mountain Waste shall be billed to the Town at the general rates provided by the Agreement, as amended by Appendix A of the Agreement is amended to provide that the annual rate increase, if applicable, shall be based upon the Consumer Price Index for all urban consumers (CPI-U or CPI-T) whichever is greater and shall not exceed 5% over the prior year*

Mountain Waste & Recycling is requesting this 5% rate adjustment to continue to provide superior service and flexibility to the Town of Silt. The rising cost of labor, fuel, insurance, maintenance and parts coupled with increased tipping rates at the landfills and recycling facilities have forced Mountain Waste to request these rate changes. The consumer price index (CPI) has risen 8.5% over the last 12 months which necessitates this request. Mountain Waste has absorbed the increases that we can but must pass the rising cost of disposal costs and other expenses on to our customers.



Bill Cira
District Manager
Mountain Waste & Recycling

Current Monthly Rate
Residential w/Admin Fee
\$33.37

Proposed Monthly Rate
Residential w/Admin Fee
\$35.06

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

AGENDA ITEM SUMMARY

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

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Staff continues to meet with Comcast and it is felt that an additional continuance is necessary in order to finalize the Franchise Agreement. Staff asks that the Board grant an additional continuance of Ordinance No. 1, Series 2023 to the March 27, 2023 meeting at which time staff hopes to bring forward this document in its final form.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY: Attorney Sawyer and Administrator Layman

PRESENTED BY: Staff

DOCUMENTS ATTACHED: Ordinance No. 1, Series 2023

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

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk

REVIEWED BY:

Jeff Layman
Jeff Layman, Town Administrator



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

Activities, initiatives and news:

- **Silt Water Treatment Plant:** We heard today from our DOLA contact that the Colorado Water Resources and Power Development Authority had approved of our “business case” for “disadvantaged community” status at their meeting last Friday. As such, Silt will qualify for as much as \$300,000 in design and engineering assistance and up to \$2 M in additional “loan forgiveness”.

We continue to work with financial consultant Jim Mann and the modeling of the various costs and financing options of the plant. We’re also working with him on developing a revised rate structure.

Trey Fonner has prepared and submitted the Congressionally Directed Spending request paperwork for Senators Hickenlooper and Bennet. We hope to know sometime in the early fall whether we’ve been selected for an earmark.

Additionally, we expect to receive Statements of Qualifications proposals from CMAR firms by the deadline of Thursday, March 9 and will potentially interview firms on March 17. We hope to have the contractor active by mid-April.

Finally, JDS Hydro is fully engaged in reviewing Dewberry’s work and will be issuing their report toward the end of March.

- **Chamber of Commerce:** The Chamber “State of the Community” luncheon was held on March 8 with four ToS Trustees in attendance, joining several staffers. We presented our “Silt Bunch” video to wide acclaim! Only the host (yours truly) received demerits!
- **Joint Recreation with New Castle:** Given that both Boards are cautiously interested in pursuing a recreation district, NC Town Manager Dave Reynolds and I will be meeting with a public process expert to discuss some suggestions on next steps.
- **Colorado River Valley Economic Development Partnership/Rifle Regional Economic Development Corporation:** 25 folks from the region met on Tuesday, March 7 in Silt’s Town Center to discuss our work in organizing this effort, approaching the funding for a feasibility study for the “Flight and Free-Fall Proposal” and next steps.
- **Youth Zone Thanks:** Attached please find a “thank you” from Youth Zone.



youthzone
Connect and Grow

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

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

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

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

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

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

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

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

With Deep Gratitude,

Jami Hayes, Executive Director
And the entire YouthZone Staff

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



Date: March 3, 2023

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for January 2023

Town Clerk duties:

- Attended staff meetings
- Attended TextMyGov webinar
- Worked on code change ordinances
- Attended webinar and onsite meeting with DMV2GO
- Signed paychecks and A/P checks
- Misc research for various staff members and Attorney
- Customer service
- Prepared and sent out BOT packets, attended and followed up on meetings, work sessions, and transcribed minutes
- Signed business licenses
- Training Lori on doing BOT packet
- Went to GWS to record
- Attended Heyday meeting
- Worked with IT on getting email addresses set up for P&Z
- Attended meeting re: TRIP
- Index filing and purging of documents
- Assisted with liquor license renewal
- Ran errands: Bank, picked up food for work session, Post Office, Micro Plastics
- Prepared directives list
- Worked on Top 10 code change list

Municipal Court & Police Dept. duties:

- Input tickets and payments
- Updated bluebooks
- Ordered business cards for officers
- Forwarded arrest affidavits to County
- Prepared Appearance Bonds
- Prepared for court and provided notes to Prosecutor
- Attended court
- Processed plea deals approved by Judge
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Processed court files after court with Judges' orders and entered bench warrants
- Filing



Public Works Department
Trey H Fonner
Public Works Director

Memo

To: Jeff Layman, Town Administrator

From: Trey Fonner, Public Works Director

Cc: File

Date: March 13, 2023

Subject: Public Works Department Report

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

- ❖ Potholes through out Town
- ❖ New lights in Main shop
- ❖ New lights in old shop
- ❖ Remodel of old shop complete
- ❖ Work on equipment
- ❖ Plow and sand as needed
- ❖ New brakes on water plant vehicle
- ❖ Move swing set from Eagles view to Flying Eagle
- ❖ Demo Eagles View play equipment
- ❖ New basket ball hoops at Flying Eagle started.
- ❖ Thanks to Larry Stewart and Alpine Bank for assisting in buying the hoops
- ❖ Maintenance at Senior Housing
- ❖ Fix Stool in women's bathroom at Town Hall
- ❖ In Arizona it is illegal for a donkey to sleep in a bathtub

Water/Wastewater

- ❖ The new software to run the Water plant is installed and running well
- ❖ New touch screens on skids installed
- ❖ New "festos" control valves installed
- ❖ Block and waste system installed on skids per DOVE report
- ❖ NTU bubble trap has been built and installed to stabilize the raw water turbidity
- ❖ Fix 2-inch house water line that broke
- ❖ Meter reads, door hangers and shut offs
- ❖ Daily, weekly, monthly testing for all State requirements
- ❖ Wasting and producing bio solids more often to help with bulking problem
- ❖ Wasting more also assisting in removal of red worms in system
- ❖ Installed new blower
- ❖ Installed new blower air filter monitors

- ❖ New blower ordered for back up with a 40-week lead time
- ❖ Replace bearings on belt press
- ❖ 7,898,959 gallons of water produced

Charging Station

- ❖ 5 Vehicles
- ❖ 8 charging sessions
- ❖ \$29.29 collected for use

Bulk Water Numbers

- ❖ 120,126 gallons dispensed at coin operated system
- ❖ 255,130 gallons dispensed at commercial station

Public Works Director

- ❖ Staff meetings
- ❖ Meeting with JDS Hydro
- ❖ Meeting with DOLA on EIAF grant
- ❖ Meeting with MCWC, Wright Engineering on Silt River Preserve
- ❖ Text my gov meeting
- ❖ Demonstration on IWORQS program for Community Development
- ❖ Review CMAR RFQ
- ❖ Post CMAR RFQ
- ❖ Post Main Street and alley project
- ❖ Set up account on Bidnet to advertise jobs/projects
- ❖ Meetings on finances for water plant project
- ❖ Parks, recreation and culture subcommittee meeting
- ❖ Water treatment plant design meeting (Bi-weekly)
- ❖ Middle Colorado Wildfire Mitigation Collaborative meeting
- ❖ Pre bid meeting for CMAR at water plant
- ❖ Pre bid meeting for Main Street and Alley project
- ❖ Meet with Jeff and Tony to review Dewberry billing
- ❖ Board Meetings
- ❖ Meeting on Congregational directed spending





TOWN OF SILT
STAFF REPORT

Date: February 28, 2023

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

Tasks Completed in February

- Bulk Water
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Grant Management
- Monthly Disbursements
- Senior Programs Meeting
- Weekly Staff Meetings
- Zoom meeting hosting for Board meetings
- Conservation Trust Fund Annual Report

February is the only month in the year that could miss having a full moon completely. Some months get a blue moon (two full moons in a month), and February often ends up with none!

However, sometimes, like in 2022, the full moon of February is called the Snow Moon.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive or semi-cursive script.

MEMORANDUM

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

Studies/Master Plans/Research

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

Economic Development/Submittals

- * Marioni Annexation

Building Department

- * Zoning & Building Reviews
- * Inspections - 76 in February
- * Contractor Licensing- 27 New / 136 YTD
- * BEST Tests- 7 New / 16YTD
- * Miscellaneous Permits – 8 New / 12 YTD
- * Excavation Permits- 1 New / 4 YTD
- * Single Family Permits – 3 New / 3 YTD
- * Commercial Building Permit- 1 New / 1 YTD

Subdivisions

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

Administration

- * Staff Meetings
- * LED/Community Engagement/Communication
- * Business Licenses- 85 YTD
- * Customer Service (Calls, Emails, Walk-ins)
- * Facility Rentals
- * Office/File Organization
- * P & Z Meetings and Minutes
- * Website Management
- * Social Media Management
- * Vendor's Licenses- 0 YTD

Public Hearing/Resolutions

- * Family Dollar- Sign Exception
- * Bunchman Fence Exception
- * Silt Jumbo Storage

Recreation

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

Special Events- Current & Future Planning

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

TOWN OF SILT
REGULAR PLANNING AND ZONING COMMISSION MEETING
February 7, 2023 – 6:30 P.M.
HYBRID MEETING

The Silt Planning and Zoning Commission held their regularly scheduled meeting on Tuesday, February 7, 2023. Chair Williams called the meeting to order at 6:31p.m.

Roll call	Present	Chair Lindsey Williams Vice-Chair Joelle Dorsey Commissioner Eddie Aragon Commissioner Robert Doty Commissioner Michael Bertaux Commissioner Charlienna Chancey
	Absent	Commissioner Jennifer Stepisnik

Also present were Planner Mark Chain, Community Development Manager Nicole Centeno and Public Works Director Trey Fonner.

Pledge of Allegiance

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the January 10, 2022 Planning & Zoning Commission meeting.

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Public Works Update and questions

Planner Chain said that the Public Works Director, Trey Fonner, was attending the meeting. Chain stated that he is present once or twice a year to give an update on public works related projects and to be available for any questions from the Commission.

Public Works Director touched on the following projects:

- 800 block of Main improvements. This was a block of sewer improvements behind Brick House Pizza

- Line in Service. Fonner noted that the Town has a grant of approximately \$200,000 from Energy Impact Assistant Fund from the state which is being used at the water plant for upgrades.
- Pedestrian and Bike Overpass. Fonner noted that design drawings were approaching the 20% design level. The Town had secured a Transportation Alternatives Projects (TAP Grant) which could pay for 100% of the design. The design and engineering could take up to \$1.1 million.
- Other grants. Fonner noted that the Town was trying to obtain a grant for Grand Avenue improvements for a water line in that area. Presently, there are mains that vary in size but in diameter between 4 inches, 8 inches and 12 inches.
- Water Treatment Plant. Fonner noted that the Town right now is trying to figure out how to afford and build the Water Treatment Plan to take care of present deficiencies. This is taking up a lot of the Town's focus at this time.

Commissioner Doty asked about whether the Water Treatment Plant could be expanded to 2 million gallons per day service. He was wondering what the population could be served with such a facility. Fonner noted that an expanded the treatment plan could serve a population of 7,000 to 8000 and still have excess capacity. Fonner was saying that the scoping for the project right now would include 2 trains (treatment/purification modules) which could each handle 1 million gallons per day. The design that is being worked on could accommodate a 3rd train.

Expansion/redevelopment of the I70/Town Interchange was discussed. Fonner noted that this item was in the CDOT 10-year Plan for the Intermountain Regional Planning area. This would include a 4 way stop facility and a round-about with no significant interchange improvements. Approved projects right now the five-year time period was \$55 million. A grant was being pursued to lengthen and widen the Eastbound On-ramp.

Commissioner Dorsey said she had no questions at this time. She did want to thank Trey for his work on Town projects. Commissioner Aragon told Fonner that he appreciated the work on the improvements for the Town that were being pursued.

Chair Williams had some questions about the pedestrian bridge project. She asked whether that could help solve any of the work related to the interchange and what the planning commission could do to help these projects. Director Fonner said the right now he needs nothing from the commission and that the biggest issue was the fact that Silt was a Small Town and lacked significant funds for such capital projects. He said right now the public works department had a permanent staff of 8 people.

There was some additional discussion related to the potential Water Treatment Plant replacement and what the future holds.

Townhomes at Bella Vista – Update on Conditions of Approval related to Water Line

Planner Chain introduces project. Present virtually representing the development were Doug Pratte, Russ Hatley and John Reed. Chain wanted the Commission to know that after the January 10 meeting he had an extensive discussion with Public Works Director Fonner about the utilities for these for the townhomes. He said that unfortunately both the public works director and the Town's contract engineer were away for the Christmas holidays and he did not have a chance to obtain their input prior to the staff report being completed. In a recent review with Fonner, he indicated that it would be best for the Town to "own" the 8 inch water line in the frontage road for the Bella Vista Townhomes, because of the fact that it was a public water

service delivery system and it required a certified manager. Therefore, Chain gave the Commissioners an updated list of conditions which included making the eight-inch water service line in the frontage road which paralleled the main in West Sabino a publicly dedicated line. He noted that he was not asking the Commission to make any changes to the conditions or motion. But he said this is an important enough issue that he wanted the Commission to know that the action that staff was taking. He indicated that he had discussed the issue with the applicants. And she noted that he would also be talking to Town Attorney Sawyer to see if some kind of utility easement document would need to be recorded.

Joint Commission/BOT Meeting and topics to be identified

Community Development Manager Centeno introduce this item. First, she wanted the commission to know that they would have the ability to have town supported e-mail Addresses and that this seems like a good idea. This issue is brought up by Commissioner Doty. It was noted that if there were confidential or public issues related to Town business and they were conducted via the Commissioner's private email addresses, they may be open to discovery upon a public information request, lawsuit etc. The commissioners would be contacted shortly about getting these Town specific email addresses and how to utilize them.

Centeno then talked about the upcoming Joint meeting and possible topics for discussion. Available meeting dates were briefly discussed. Identified topics to be discussed were:

- Code Changes. Centeno indicated that the Town wanted to update the adopted plumbing codes and energy codes. She was hoping to have the building and energy codes updated to 2018 versions by June 1.
- Affordable Housing was identified as a potential topic. Commissioner Doty said he has some questions about how the state law related to affordable housing that was adopted in the November election could impact local regulations.
- Water Treatment Plant. Comments from staff are that the application for the water treatment plant may be made in June. Director Fonner said he was hoping the new plant could be online by June 2025.
- General code changes. Centeno noted that Town staff, especially the Clerk was keeping a spreadsheet of possible updates. She briefly touched on some of the matters could be updated in the near future.

There were some general comments from the commission. Commissioner Doty asked that the commission be kept up-to-date when some possible code changes may be coming online. Commissioner Dorsey thought that Manager Centeno was keeping the commission well-informed and that that has been the case for a long time. She also wanted to thank Director Fonner for his open conversation. She said that she is walking away from this meeting knowing a lot more about water and wastewater situation. Commissioner Bertaux asked whether Commissioner Dorsey had had a chance yet to visit the wastewater treatment plant. He said that he had had a walk-through recently and it was quite educational. Commissioner Williams also think staff.

Manager Centeno then went into a quick summary on some of the community events that would be upcoming in the near future.

Planning Update

Planner Chain gave notice to the Commission that he had granted an extension for the Site Plan for the Village of Painted Pastures Self storage project on Lot 3. He said he also expected in the very near future a site plan application for large self-storage project at the west end of Town. He also indicated that the Town would be getting a Preliminary Subdivision Plat for the Rislende Project in the near future.

Commissioner Comments

No additional comments were made by the Commission.

Adjournment

Commissioner Doty made a motion to adjourn. Commissioner Chancey seconded the motion, and adjourned the meeting 7:57p.m.

Respectfully submitted,



Mark Chain
Planner

Approved by the Planning Commission



Lindsey Williams
Chair



March 3rd, 2023

News You Can Use

Meet Silt's New Police Lieutenant



After a professional process to select Silt PD's very first Police Lieutenant, Matt Gronbeck started in his new position last Monday. He brings a wealth of police experience to the department from his nearly 23 years of experience right here in Garfield County. His role is to be second in command of the Department, help with administrative duties, help set the tone for other police employees and respond to calls for service.

Lieutenant Matt Gronbeck is a life-long local law enforcement professional having spent nearly half his career as a Detective and the other half as a Patrol Supervisor, between the Garfield County Sheriff's

Office and Glenwood Springs Police Department. Career distinctions include assisting in the apprehension of serial rapist Brent J. Brents, whose rampage was later featured on Investigation Discovery: On the Case with Paula Zahn, a Public Safety Award and Commendation for the Ponderosa Cabins homicide investigation, an Official Recognition by the FBI for his investigation into nationwide serial bank robber Jack Wright, as well as an Award of Excellence from the U.S. Attorney's Office, among others. Prior to beginning his new career at Silt PD, Lt. Gronbeck was K-9 handler of a dual-purpose German Shepherd, K-9 Messi, who is now retired and lives with Lt. Gronbeck full time.

Welcome Matt to Silt when you see him out and about!



Water Treatment Plant Topic of Discussion

Town of Silt Trustees again discussed the plans for the water treatment plant renovation at the Board's work session last Monday, February 27. The Trustees were working with staff and consultants on plant options and the effects on rates that each option would have.

Staff and financial consultant Jim Mann clarified to the Board that some of the increase that is expected is simply to more appropriately support the plant's current operations, maintenance and capital replacement programs. Mann calculates that this is about \$38 of the \$100 monthly increase.

The Board also discussed other plant renovation options, including putting off the project by a few years and reducing the scope of the project and delaying a portion of the project. In the end, the Board was leaning toward continuing on with the project as recommended by consulting engineers. Most Trustees preferred not to "kick the can down the road" and not leave the issue to future Boards.

Trustees also confirmed with staff that a second opinion engineering study was under way and asked staff and consultants to bring them a proposal to raise bulk water rates to equal of what out of Town rate payers are paying. Staff is expected to present that proposal within a month.

Monthly DMV Services Coming to Silt

**COLORADO**
Department of Revenue

Can't get to the DMV??

WE BRING OUR SERVICES TO YOUR COMMUNITY

WHERE:
Town of Silt
231 N 7th St Silt, CO 81652

WHEN:
Wednesday - 3/15/23
9:00 AM - 4:00 PM



RENEW OR REPLACE A DRIVER'S LICENSE, ID, OR PERMIT

NEED A FIRST-TIME DRIVERS LICENSE, ID, OR PERMIT? WE GOT YOUR BACK!!



DMV IS COMING!!!

Staff has been working with "DMV2Go" which is a mobile service provided by the State. DMV2Go will be coming directly to Silt to provide their services to our community as well as the surrounding area starting this month, and then on a monthly basis as long as the interest is there. Persons will be able to come to Town Hall on the third Wednesday of the month to renew or replace their Driver's Licenses, Colorado ID cards or permits. This service will kick off on March 15 from 9:00 a.m. to 4:00 p.m. at Town Hall located at 231 N. 7th Street, Silt. Contact Town Hall should you have any questions.

New Website "Discover Silt" is Live!



Sign Up For Paperless Billing & Automatic Payments



**SIGN UP
FOR
PAPERLESS!**

xpress BILL PAY

ALREADY HAVE AN XPRESS BILL PAY ACCOUNT?

Step 1: Go to www.xpressbillpay.com and log in
Step 2: Click "View Bill" under the account you would like to be paperless
Step 3: Locate the "Paperless (Off)" button
Step 4: Click the button to turn "Paperless (On)"

REGISTER AND SIGN UP FOR PAPERLESS:

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

An illustration of two hands, one palm up and one palm down, holding three green leaves. The hands are drawn in a simple, stylized manner with black outlines.



February 24th, 2023

News You Can Use

Summer Youth Farming Program



Highwater Farm is a sustainable agricultural farm in Silt since 2020. During the summer, paid job opportunities are available for young people in the Valley looking for summer work. Youth Crew Workers, as they are called, help the Farm grow and sell healthy, fresh produce while growing career skills, life skills and agricultural knowledge. To find out more about these open 8-week positions, please visit

Highwater Farms website at <https://highwaterfarm.org/summeryouthprogram>

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COLORADO
Department of Revenue

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New "Discover Silt" Website Is Live!



2023 <i>Silt Events Calendar</i>	
Sat, April 8	Easter Egg Hunt- 9 a.m. (Ray Moore- 9th & Orchard)
Fri, April 21	Arbor Day Tree Planting
April 24 - April 29	Silt Clean Up- 8 a.m. to 4:30 p.m. (Town Shop- 612 N. 7 th St)
May 5 - May 7	Silt on Sale (Advertised Silt Garage Sales Weekend)
Sat, May 13	Bike Rodeo
Fri, June 2	Summer Movie In The Park Series- Dusk (Veterans' Park)
Fri, June 23	Party at the Pavilion-
Wed, July 12 - Aug 30	Silt Farmers' Market Plus- Wednesdays
Fri, July 7	Summer Movie In The Park Series- Dusk (Veterans' Park)
Fri, July 14	Party at the Pavilion-
Fri, July 21	Summer Movie In The Park Series- Dusk (Veterans' Park)
Sat, August 19	Holiday - 7 a.m. to 9 p.m. (Veterans' Park)
Fri, August 25	Party at the Pavilion-
October 16-21	Silt Clean Up- 8 a.m. to 4:30 p.m. (Town Shop- 612 N. 7 th St)
Tue, October 31	Main Street Trick or Treat, Family Fall Fest & Chili Cook Off
Tue, November 21	Downtown Tree Lighting Ceremony/Sitting With Santa
All events are subject to change	
For More Information, Please Call Town Hall at 876-2353 Ext 110	

Silt Micro Soccer

April 3rd - May 19th

Boys and Girls Ages 4 - 8

U6 - 2017 and 2018 U8 - 2015 and 2016

Cost: \$45

Registration is open until March 27th, or until teams are full!

Please visit www.townofsilt.org or come to Town Hall to register



Sign Up For Paperless Utility Billing & Automatic Payments



**SIGN UP
FOR
PAPERLESS!**

xpress BILL PAY

ALREADY HAVE AN XPRESS BILL PAY ACCOUNT?

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- Step 6: Select your billing organization
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