

**TOWN OF SILT  
BOARD OF TRUSTEES WORK SESSION  
November 27, 2023**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** 2024 Departmental Budget Presentations

**PROCEDURE:** Presentations/Discussion Items

**RECOMMENDATION:** Department Head Budget Presentations

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

\*Departmental budget presentations continue with General Fund topics:

- Town Treasurer
- General Administration
- Human Resources: Pay and Benefits Recommendations and Discussion
- Town Administrator
- Town Attorney
- Fee Schedule

\*Representatives from the Silt Police Department and the manufacturers of the Flock camera system will be on hand to discuss the proposal to install the system in Silt.

\*A comprehensive budget wrap-up is scheduled for the Regular Session at the Board meeting of November 27.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Amie Tucker, Jeff Layman, Sheila McIntyre, Matt Gronbeck

**DOCUMENTS ATTACHED:** 2024 Budget worksheets

**TOWN ATTORNEY REVIEW [ ] YES [ x ] NO INITIALS \_\_\_\_\_**

**SUBMITTED BY:**

**REVIEWED BY:**

**Jeff Layman**  
Jeff Layman, Town Administrator

**Sheila M. McIntyre**  
Sheila M. McIntyre, Town Clerk

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>GENERAL FUND</b>								
001-0000-100-0100	CASH - COMBINED FUND	4,499,576	.00	5,426,128	.00	6,591,395.01	.00	.00
<b>GENERAL FUND</b>								
001-0000-300-0101	PROPERTY TAXES	337,858	322,000.00	371,486	368,450.00	362,853.68	366,000.00	453,500.00
001-0000-300-0103	SALES TAXES	844,708	600,000.00	989,348	750,000.00	862,988.36	866,000.00	933,000.00
001-0000-300-0104	COUNTY SALES TAX/SHARING	157,061	108,000.00	168,056	120,000.00	156,565.56	120,000.00	140,000.00
001-0000-300-0105	USE TAXES	536,887	348,000.00	544,178	375,000.00	419,111.13	400,000.00	400,000.00
001-0000-300-0106	FRANCHISE TAXES - ELECTRIC	76,665	60,000.00	90,784	65,000.00	89,109.48	65,000.00	75,000.00
001-0000-300-0107	FRANCHISE TAXES - TV	29,345	28,000.00	29,681	30,000.00	29,197.71	30,000.00	36,000.00
001-0000-300-0108	FRANCHISE TAXES - TELEPHO	900	900.00	900	900.00	.00	900.00	900.00
001-0000-300-0109	SPECIFIC OWNERSHIP TAXES	24,996	18,500.00	27,368	24,000.00	20,167.85	20,000.00	24,000.00
001-0000-300-0111	SALES TAXES - STREETS	422,190	300,000.00	491,414	350,000.00	431,494.18	434,000.00	467,000.00
Total TAXES:		2,430,609	1,785,400.00	2,713,214	2,083,350.00	2,371,487.95	2,301,900.00	2,529,400.00
001-0000-300-0201	CIGARETTE TAX	3,637	2,000.00	2,727	2,500.00	2,463.74	2,500.00	2,500.00
001-0000-300-0202	HIGHWAY USERS TAX	120,263	99,930.00	114,406	110,000.00	95,305.60	112,000.00	115,000.00
001-0000-300-0203	MOTOR VEHICLE REG FEES	16,207	13,500.00	16,931	15,000.00	12,511.92	12,000.00	12,000.00
001-0000-300-0204	MINERAL LEASE/SEVERANCE	150,422	85,000.00	273,983	100,000.00	357,477.25	140,000.00	200,000.00
001-0000-300-0205	COUNTY ROAD & BRIDGE	1,858	2,000.00	1,941	2,200.00	1,880.93	2,200.00	2,400.00
Total INTERGOVERNMENTAL REVENUE:		292,386	202,430.00	409,988	229,700.00	469,639.44	268,700.00	331,900.00
001-0000-300-0301	BUSINESS LICENSE/APPLIC FE	6,770	5,500.00	8,135	6,000.00	7,410.00	7,000.00	7,000.00
001-0000-300-0302	CONTRACTORS' LICENSES	7,495	7,500.00	10,050	7,500.00	11,265.00	8,000.00	9,500.00
001-0000-300-0303	BEST TEST/LICENSES	6,960	3,000.00	6,580	4,500.00	4,825.00	5,000.00	3,500.00
001-0000-300-0304	LIQUOR/MARIJUANA LICENSES	5,086	3,100.00	6,894	3,100.00	8,007.50	3,100.00	5,100.00
001-0000-300-0305	DOG LICENSES	1,130	1,000.00	730	900.00	540.00	900.00	900.00
001-0000-300-0306	BUILDING PERMITS	110,537	244,750.00	124,476	270,000.00	58,589.25	100,000.00	100,000.00
001-0000-300-0308	ZONING PERMITS/FEES	1,350	3,500.00	5,500	1,500.00	6,190.00	2,000.00	5,000.00
001-0000-300-0309	SIGN PERMITS	70	200.00	140	200.00	50.00	200.00	200.00
001-0000-300-0310	STREET CUTTING PERMIT	100	50.00	1,250	100.00	100.00	200.00	200.00
001-0000-300-0312	PLUMBING PERMITS	2,470	4,900.00	3,760	2,000.00	540.00	2,000.00	1,000.00
001-0000-300-0313	MECHANICAL PERMITS	2,420	4,900.00	3,810	2,000.00	540.00	2,000.00	1,000.00
001-0000-300-0314	MANUFACTURED HOME INSIG	.00	40.00	.00	40.00	.00	40.00	40.00
001-0000-300-0316	LAND USE FEES	1,850	.00	3,200	1,500.00	2,900.00	3,000.00	3,000.00
001-0000-300-0317	EXCAVATION PERMITS	.00	.00	750	.00	590.00	2,000.00	1,000.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
Total LICENSES/PERMITS:		146,238	278,440.00	175,274	299,340.00	101,546.75	135,440.00	137,440.00
001-0000-300-0401	RECREATION FEES	1,150	600.00	965	1,000.00	2,075.00	1,000.00	1,000.00
001-0000-300-0402	CEMETERY FEES	6,725	1,200.00	6,450	1,200.00	3,598.00	1,200.00	2,000.00
001-0000-300-0403	TRASH SERVICE FEES	435,010	390,000.00	453,299	396,000.00	393,268.97	450,000.00	450,000.00
001-0000-300-0404	ADDITIONAL INSPECTIONS	15	.00	102	.00	6,462.50	.00	.00
001-0000-300-0405	POLICE SERVICE FEES	4,773	3,000.00	4,506	4,000.00	2,960.63	4,000.00	4,000.00
001-0000-300-0430	SOCCER REVENUE	6,110	3,500.00	7,875	6,000.00	6,525.00	7,500.00	7,500.00
001-0000-300-0433	BASEBALL REVENUE	65	.00	1,045	.00	1,035.00	1,500.00	1,000.00
001-0000-300-0434	BASKETBALL REVENUE	6,647	4,800.00	6,025	4,000.00	2,697.50	4,000.00	3,000.00
001-0000-300-0435	VENDOR FEES	.00	400.00	835	500.00	490.00	200.00	200.00
001-0000-300-0437	COMMUNITY/CONCERT EVENT	955	7,500.00	13,970	.00	2,225.00	3,000.00	3,000.00
001-0000-300-0440	COM. DEV. ADMIN FEES	2,317	1,000.00	5,532	1,500.00	5,085.65	2,000.00	2,000.00
001-0000-300-0444	AMBULANCE FEES	22	100.00	88	25.00	.00	25.00	25.00
Total CHARGES FOR SERVICES:		463,788	412,100.00	500,692	414,225.00	426,423.25	474,425.00	473,725.00
001-0000-300-0501	COURT FINES	36,739	20,000.00	42,204	25,000.00	28,364.68	30,000.00	30,000.00
001-0000-300-0502	POLICE SURCHARGE FINES	3,645	2,000.00	3,574	2,500.00	2,370.28	3,000.00	3,000.00
001-0000-300-0503	USEFUL PUBLIC SERVICE	83	100.00	91	100.00	.00	100.00	100.00
001-0000-300-0504	IMPOUND CHARGES	855	750.00	.00	200.00	.00	200.00	200.00
Total FINES:		41,322	22,850.00	45,868	27,800.00	30,734.96	33,300.00	33,300.00
001-0000-300-0601	POLICE - BIKE RODEO	.00	1,000.00	30-	.00	500.00	.00	.00
001-0000-300-0602	POLICE REIMBURSEMENT	25,679	10,000.00	31,906	10,000.00	3,758.82	15,000.00	15,000.00
001-0000-300-0603	MISC. GRANTS	799,297	450,000.00	443,736	700,000.00	510,917.49	500,000.00	1,850,000.00
001-0000-300-0604	POLICE - CAMP BADGE	2,700	2,500.00	.00	2,500.00	.00	.00	.00
001-0000-300-0606	DONATIONS - POLICE	.00	.00	.00	.00	.00	.00	.00
001-0000-300-0609	DONATIONS - RECREATION	600	1,000.00	2,050	1,000.00	1,450.00	1,000.00	1,000.00
001-0000-300-0610	DONATIONS	.00	.00	.00	.00	.00	.00	.00
Total GRANTS/CONTRIBUTIONS:		828,276	464,500.00	477,661	713,500.00	516,626.31	516,000.00	1,866,000.00
001-0000-300-0702	ADMIN FEE - WATER & WW	173,637	173,637.00	197,030	197,030.00	131,353.36	349,653.00	355,215.00
001-0000-300-0703	ADMIN FEE - IRRIGATION	25,532	25,532.00	20,340	20,340.00	13,560.00	21,726.00	26,210.00
001-0000-300-0705	ADMIN FEE - SENIOR HOUSING	8,496	8,496.00	12,750	12,750.00	8,500.00	14,307.00	23,135.00

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Total ADMINISTRATION FEES:		207,665	207,665.00	230,120	230,120.00	153,413.36	385,686.00	404,560.00
001-0000-300-0801	INTEREST INCOME	4,368	32,000.00	54,326	5,000.00	220,813.82	6,000.00	240,000.00
001-0000-300-0802	COPIES/FAXES/NOTARY	330	1,500.00	507	1,000.00	1,017.35	500.00	750.00
001-0000-300-0804	TOWN CENTER REVENUE	3,945	2,000.00	9,313	2,000.00	7,665.00	5,000.00	5,000.00
001-0000-300-0808	MISCELLANEOUS	30,368	10,000.00	42,899	10,000.00	52,729.51	10,000.00	10,000.00
001-0000-300-0812	LEGAL REIMBURSEMENT	8,009	3,000.00	22,820	4,000.00	12,515.50	6,000.00	6,000.00
001-0000-300-0813	PLASTIC BAG FEE	.00	.00	.00	.00	409.65	.00	1,000.00
001-0000-300-0815	PLANNING/DEV REIMURSEMEN	4,728	.00	3,420	3,000.00	20,139.50	3,000.00	6,000.00
001-0000-300-0817	WATER SALES STREET REVEN	9,871	10,000.00	8,668	10,000.00	10,027.63	10,000.00	15,000.00
001-0000-300-0818	ENGINEERING REIMBURSEME	3,689	2,000.00	11,222	2,000.00	6,737.25	3,000.00	3,000.00
001-0000-300-0825	ROYALTY REVENUE	1,785	900.00	1,873	1,000.00	1,081.24	1,000.00	1,000.00
Total MISCELLANEOUS:		67,093	61,400.00	155,047	38,000.00	333,136.45	44,500.00	287,750.00
TAXES Revenue Total:		4,477,377	3,434,785.00	4,707,865	4,036,035.00	4,403,008.47	4,159,951.00	6,064,075.00
Total TAXES:		4,477,377	3,434,785.00	4,707,865	4,036,035.00	4,403,008.47	4,159,951.00	6,064,075.00
<b>BOARD OF TRUSTEES</b>								
001-0100-405-0101	PAYROLL	32,600	36,000.00	36,200	36,000.00	32,800.00	36,000.00	36,000.00
001-0100-405-0106	PAYROLL TAXES	2,592	2,400.00	2,851	2,500.00	2,574.80	2,900.00	2,900.00
001-0100-405-0110	TRAINING/REGISTRATIONS	.00	1,000.00	.00	1,000.00	802.17	1,000.00	1,000.00
001-0100-405-0112	TRAVEL	.00	500.00	.00	500.00	.00	500.00	500.00
001-0100-405-0213	CONTRACT SVC/PUBLIC ACCE	8,333	4,500.00	16,912	15,000.00	3,277.50	6,000.00	8,000.00
001-0100-405-0235	LEGAL FEES	936	1,000.00	240	1,000.00	.00	1,000.00	1,000.00
001-0100-405-0242	SPECIAL PROJECTS	4,662	5,000.00	10,258	5,000.00	.00	5,000.00	5,000.00
001-0100-405-0277	RETREAT	112	500.00	.00	500.00	.00	1,000.00	1,000.00
001-0100-405-0401	ADVERTISING	20	50.00	.00	50.00	.00	50.00	50.00
001-0100-405-0404	WORKERS' COMP	609	650.00	7,720	725.00	294.94	350.00	500.00
001-0100-405-0406	DUES/MEMBERSHIPS/SUBS	1,519	1,500.00	1,595	1,600.00	1,675.00	1,600.00	1,700.00
001-0100-405-0425	SUPPLIES - OPERATING	1,724	1,000.00	1,718	1,000.00	2,372.08	2,000.00	2,500.00
001-0100-405-0610	BUSINESS IMPROVEMENTS FU	.00	.00	.00	.00	.00	.00	.00
Total BOARD OF TRUSTEES:		53,107	54,100.00	77,492	64,875.00	43,796.49	57,400.00	60,150.00
001-0100-406-0540	CONTRIB - YOUTH ZONE	.00	2,000.00	4,000	4,000.00	4,000.00	4,000.00	4,000.00
001-0100-406-0541	CONTRIB - RFOV	.00	.00	.00	1,000.00	.00	1,000.00	1,000.00
001-0100-406-0542	CONTRIB - RIVER CENTER	.00	.00	.00	.00	.00	2,000.00	2,000.00
001-0100-406-0545	CONTRIB - SILT HISTORICAL PA	75	1,450.00	.00	1,000.00	.00	2,000.00	2,000.00



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001-0100-406-0552	GARFIELD CLEAN ENERGY	3,000	3,000.00	3,000	3,000.00	3,150.00	3,150.00	3,400.00
001-0100-406-0557	CONTRIB - CHAMBER	3,000	3,000.00	3,000	3,000.00	.00	3,000.00	.00
001-0100-406-0589	CONTRIB - 4H	.00	.00	.00	.00	.00	5,000.00	.00
001-0100-406-0591	CONTRIB - MIDDLE CO WATER	.00	.00	2,500	2,500.00	3,000.00	3,000.00	3,000.00
001-0100-406-0594	CONTRIB - RREDC/CRVEDP	.00	.00	.00	1,000.00	.00	1,000.00	10,000.00
001-0100-406-0596	CONTRIBUTIONS - GENERAL	3,100	2,000.00	1,400	2,000.00	2,100.00	2,000.00	2,500.00
001-0100-406-0599	AGNC	2,500	2,500.00	2,500	2,500.00	2,500.00	2,500.00	2,500.00
Total BOARD OF TRUSTEES-CONTRIB:		11,675	13,950.00	16,400	20,000.00	14,750.00	28,650.00	30,400.00
<b>TOWN ADMINISTRATOR</b>								
001-0200-410-0101	PAYROLL	47,798	43,700.00	50,704	50,200.00	49,363.56	54,750.00	57,500.00
001-0200-410-0106	PAYROLL TAXES	3,797	3,500.00	3,991	4,020.00	3,875.10	4,100.00	4,500.00
001-0200-410-0107	RETIREMENT PLAN	2,184	2,200.00	2,943	3,050.00	3,359.70	3,850.00	4,025.00
001-0200-410-0109	INSURANCE	4,653	8,000.00	4,955	6,600.00	4,227.01	4,700.00	5,100.00
001-0200-410-0110	TRAINING/REGISTRATIONS	295	1,000.00	783	1,000.00	611.88	1,000.00	1,000.00
001-0200-410-0112	TRAVEL/MEALS	127	750.00	145	750.00	714.00	750.00	750.00
001-0200-410-0251	CELL PHONE	977	720.00	793	800.00	636.24	800.00	800.00
001-0200-410-0406	DUES/MEMBERSHIPS/SUBS	365	1,000.00	176	1,000.00	.00	1,000.00	1,000.00
Total TOWN ADMINISTRATOR:		60,196	60,870.00	64,490	67,420.00	62,787.49	70,950.00	74,675.00
<b>TOWN CLERK</b>								
001-0300-415-0101	PAYROLL	49,372	46,300.00	61,305	57,300.00	73,899.83	85,050.00	94,000.00
001-0300-415-0106	PAYROLL TAXES	3,921	3,700.00	4,825	4,600.00	5,801.11	6,000.00	11,000.00
001-0300-415-0107	RETIREMENT PLAN	2,469	2,315.00	3,657	3,450.00	5,173.04	5,950.00	6,600.00
001-0300-415-0109	INSURANCE	6,471	6,500.00	7,492	6,600.00	8,542.00	9,550.00	11,000.00
001-0300-415-0110	TRAINING/REGISTRATIONS	.00	500.00	1,186	500.00	581.95	1,750.00	3,000.00
001-0300-415-0112	TRAVEL/MEALS	.00	200.00	1,176	1,000.00	1,489.20	2,000.00	2,000.00
001-0300-415-0204	ELECTION EXPENSE	102	.00	8,062	4,000.00	.00	.00	.00
001-0300-415-0251	CELL PHONE	480	480.00	480	480.00	600.00	480.00	960.00
001-0300-415-0402	LEGAL NOTICES	1,142	300.00	1,179	400.00	551.25	1,000.00	500.00
001-0300-415-0403	RECORDING FEES	109	250.00	471	250.00	487.00	400.00	400.00
001-0300-415-0404	CODIFICATION	2,828	1,500.00	1,788	1,500.00	3,139.50	1,500.00	2,500.00
001-0300-415-0406	DUES/MEMBERSHIPS/SUBS	534	500.00	360	600.00	759.07	600.00	850.00
001-0300-415-0499	SMALL TOOLS & SUPPLIES	221	75.00	248	100.00	121.77	200.00	6,000.00
Total TOWN CLERK:		67,647	62,620.00	92,228	80,780.00	101,145.72	114,480.00	138,810.00

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<b>TREASURER</b>								
001-0400-420-0101	PAYROLL	53,226	61,900.00	60,496	56,500.00	72,898.82	82,750.00	89,000.00
001-0400-420-0106	PAYROLL TAXES	4,206	5,500.00	4,762	4,500.00	5,722.27	5,800.00	7,000.00
001-0400-420-0107	RETIREMENT PLAN	2,413	3,100.00	3,560	3,340.00	5,048.18	5,800.00	6,300.00
001-0400-420-0109	INSURANCE	6,441	10,000.00	7,053	6,600.00	8,150.58	9,150.00	10,500.00
001-0400-420-0110	TRAINING/REGISTRATIONS	709	1,000.00	1,002	1,000.00	870.00	1,000.00	3,000.00
001-0400-420-0112	TRAVEL/MEALS	1,013	1,000.00	1,354	1,000.00	3,417.57	1,000.00	3,000.00
001-0400-420-0201	AUDIT EXPENSE	3,463	4,000.00	.00	4,700.00	.00	6,000.00	7,000.00
001-0400-420-0202	BANK SERVICE CHARGES	4,628	7,500.00	487	500.00	.00	1,000.00	500.00
001-0400-420-0203	TREASURER'S FEES PROPERT	6,926	9,500.00	7,639	8,000.00	7,445.55	10,000.00	10,000.00
001-0400-420-0205	TREASURER'S FEES SALES TA	3,390	3,500.00	3,768	3,500.00	3,438.26	3,500.00	3,500.00
001-0400-420-0214	CONTRACT SERVICE	1,716	2,000.00	594	2,000.00	.00	2,000.00	2,000.00
001-0400-420-0251	CELL PHONE	.00	540.00	167	540.00	415.48	540.00	600.00
001-0400-420-0402	LEGAL NOTICES	655	700.00	817	700.00	790.82	750.00	750.00
001-0400-420-0406	DUES/MEMBERSHIPS/SUBS	100	100.00	300	100.00	364.88	350.00	400.00
001-0400-420-0413	PRINTING	.00	50.00	.00	50.00	.00	50.00	50.00
001-0400-420-0499	SMALL TOOLS & SUPPLIES	46	150.00	19	150.00	.00	150.00	150.00
Total TREASURER:		88,932	110,540.00	92,018	93,180.00	108,562.41	129,840.00	143,750.00
<b>GENERAL ADMINISTRATION</b>								
001-0500-425-0101	PAYROLL	48,969	48,150.00	30,678	41,800.00	15,091.94	21,900.00	22,500.00
001-0500-425-0106	PAYROLL TAXES	3,410	3,800.00	2,363	3,400.00	1,184.59	1,700.00	1,700.00
001-0500-425-0107	RETIREMENT PLAN	1,377	2,410.00	1,308	2,525.00	1,043.20	1,550.00	1,600.00
001-0500-425-0109	INSURANCE	10,140	12,000.00	7,604	10,500.00	2,158.48	4,800.00	5,500.00
001-0500-425-0110	TRAINING/REGISTRATIONS	70	1,000.00	5,919	1,000.00	.00	1,000.00	1,000.00
001-0500-425-0112	TRAVEL/MEALS	136	500.00	.00	500.00	600.00	500.00	500.00
001-0500-425-0214	CONTRACT SERVICE	804	.00	3,127	500.00	3,657.30	1,000.00	5,000.00
001-0500-425-0215	ADMIN CARWASH	.00	25.00	.00	25.00	.00	25.00	25.00
001-0500-425-0230	CONTRACT SERVICE - COMPU	20,194	24,000.00	17,872	28,000.00	14,891.28	30,000.00	30,000.00
001-0500-425-0235	LEGAL FEES	.00	200.00	.00	200.00	.00	200.00	200.00
001-0500-425-0236	ENGINEER FEES	10,998	1,200.00	149	1,500.00	.00	1,500.00	1,500.00
001-0500-425-0244	REPAIRS - VEHICLE	67	900.00	.00	900.00	24.88	900.00	900.00
001-0500-425-0248	EQUIPMENT MAINTENANCE	1,457	1,000.00	1,201	1,000.00	593.16	1,000.00	1,000.00
001-0500-425-0250	TELEPHONE EXPENSE	8,969	8,500.00	9,723	8,500.00	9,108.82	9,000.00	9,000.00
001-0500-425-0251	CELL PHONE	415	400.00	331	400.00	.00	400.00	400.00
001-0500-425-0260	POSTAGE	4,538	4,300.00	2,987	4,500.00	2,690.00	4,500.00	4,500.00
001-0500-425-0271	TRANSFER TO IRR FOR FEES	.00	.00	50,000	50,000.00	.00	51,500.00	53,000.00
001-0500-425-0272	TRANSFER TO W/WW FOR FEE	.00	.00	22,000	22,000.00	.00	22,600.00	32,000.00
001-0500-425-0276	EMPLOYEE RECOGNITION	3,292	1,500.00	8,648	7,500.00	3,445.18	7,500.00	10,000.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
001-0500-425-0350	MARKETING	.00	5,000.00	3,582	5,000.00	1,985.15	5,000.00	29,520.00
001-0500-425-0355	CELEBRATION - FIREWORKS	.00	15,000.00	12,000	15,000.00	.00	15,000.00	20,000.00
001-0500-425-0370	HR CONSULTANT	5,650	6,500.00	7,500	6,500.00	5,000.00	3,000.00	3,000.00
001-0500-425-0401	ADVERTISING	73	200.00	.00	200.00	.00	200.00	200.00
001-0500-425-0404	WORKERS' COMP	4,497	4,400.00	7,143	5,350.00	2,176.33	2,550.00	3,700.00
001-0500-425-0405	INSURANCE/CIRSA	6,719	6,513.00	.00	6,940.00	7,927.18	7,750.00	9,900.00
001-0500-425-0406	DUES/MEMBERSHIPS/SUBS	494	750.00	671	750.00	509.76	750.00	750.00
001-0500-425-0422	SUPPLIES - OFFICE	1,377	2,000.00	2,241	2,000.00	970.00	2,000.00	2,000.00
001-0500-425-0423	NEWS LETTER	2,835	.00	3,126	.00	3,099.55	3,000.00	3,300.00
001-0500-425-0425	SUPPLIES - OPERATING	4,121	3,500.00	5,467	3,500.00	5,692.38	3,500.00	3,500.00
001-0500-425-0430	UNIFORMS	.00	.00	.00	.00	5,952.64	8,000.00	.00
001-0500-425-0435	VEHICLE - FUEL	49	500.00	79	500.00	.00	500.00	500.00
001-0500-425-0450	MISCELLANEOUS - SUPPLIES	.00	500.00	.00	500.00	.00	500.00	500.00
001-0500-425-0460	SAFETY SUPPLIES	17	8,000.00	.00	5,000.00	.00	5,000.00	5,000.00
001-0500-425-0499	SMALL TOOLS & SUPPLIES	339	200.00	43	400.00	92.85	400.00	400.00
001-0500-425-0550	BAD DEBT EXPENSE	.00	25.00	.00	.00	.00	.00	.00
001-0500-425-0555	ECONOMIC DEVELOPMENT	1,310	24,000.00	157	24,000.00	19,846.60	24,000.00	24,000.00
001-0500-425-0601	CAPITAL/CASH PURCHASES	5,000	6,000.00	135,624	156,000.00	.00	6,000.00	6,000.00
001-0500-425-0602	LEASE/COPIER-FAX	2,266	2,600.00	2,266	2,600.00	2,143.41	2,600.00	4,000.00
001-0500-425-0603	LEASE/POSTAGE MACHINE	3,120	3,500.00	3,120	4,000.00	2,847.00	4,000.00	6,000.00
001-0500-425-0606	CAPITAL VEHICLE REPLACEME	.00	.00	.00	100,000.00	.00	30,000.00	30,000.00
001-0500-425-0655	CONTINGENCY	.00	250.00	300	250.00	.00	250.00	250.00
001-0500-425-0808	MISCELLANEOUS	374	5,000.00	440	500.00	358.43	500.00	500.00
001-0500-425-0810	SALES TAX / TIF CONTRIBUTIO	959	.00	2,006	1,000.00	2,612.43	2,000.00	3,000.00
Total GENERAL ADMINISTRATION:		154,036	204,323.00	349,674	524,740.00	115,702.54	288,075.00	336,345.00
001-0500-427-0214	CONTRACT SERVICE	360	1,200.00	1,400	1,200.00	1,183.00	76,500.00	26,500.00
001-0500-427-0215	CONTRACT SERVICE/CLEANIN	4,135	2,300.00	4,910	3,500.00	4,500.00	4,500.00	5,000.00
001-0500-427-0220	TECHNOLOGY	2,113	10,000.00	9,090	5,000.00	17,144.96	30,000.00	10,000.00
001-0500-427-0241	REPAIRS - BUILDING	2,787	2,000.00	1,354	2,500.00	1,670.43	6,000.00	6,000.00
001-0500-427-0252	UTILITIES	23,217	7,500.00	11,908	10,000.00	17,954.64	10,000.00	20,000.00
001-0500-427-0425	SUPPLIES - OPERATING	.00	200.00	15	200.00	231.98	200.00	200.00
001-0500-427-0601	CAPITAL/CASH PURCHASES	.00	.00	.00	.00	.00	.00	65,000.00
001-0500-427-0606	CAPITAL/REMODEL	1,163	5,000.00	83,706	65,000.00	949.44	5,000.00	80,000.00
Total GEN ADMIN/BLDG OPERATIONS:		33,775	28,200.00	112,383	87,400.00	43,634.45	132,200.00	212,700.00
<b>COMM. DEV. ADMINISTRATION</b>								
001-0600-430-0101	PAYROLL	11,271	9,800.00	21,514	20,300.00	21,859.97	38,250.00	40,000.00

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001-0600-430-0106	PAYROLL TAXES	895	850.00	1,693	1,650.00	1,715.98	2,750.00	3,500.00
001-0600-430-0107	RETIREMENT PLAN	546	490.00	1,284	1,225.00	1,475.32	2,700.00	2,800.00
001-0600-430-0109	INSURANCE	2,786	2,200.00	4,446	4,500.00	3,822.00	9,300.00	10,500.00
001-0600-430-0110	TRAINING/REGISTRATIONS	31	1,000.00	700	1,000.00	.00	1,500.00	1,500.00
001-0600-430-0112	TRAVEL/MEALS	.00	500.00	.00	500.00	.00	1,000.00	1,000.00
001-0600-430-0235	LEGAL FEES	3,513	500.00	540	500.00	.00	1,000.00	1,000.00
001-0600-430-0236	ENGINEERING FEES	.00	.00	.00	1,000.00	.00	1,000.00	1,000.00
001-0600-430-0244	REPAIRS - VEHICLE	220	500.00	.00	500.00	.00	500.00	500.00
001-0600-430-0276	EMPLOYEE RECOGNITION	.00	100.00	97	100.00	.00	200.00	200.00
001-0600-430-0401	ADVERTISING	398	50.00	420	50.00	294.00	50.00	50.00
001-0600-430-0402	LEGAL NOTICES	.00	150.00	66	150.00	37.25	150.00	150.00
001-0600-430-0403	RECORDING FEES	62	75.00	.00	75.00	.00	75.00	75.00
001-0600-430-0406	DUES/MEMBERSHIPS/SUBS	1,116	1,000.00	1,007	1,200.00	1,857.48	1,200.00	1,500.00
001-0600-430-0425	SUPPLIES - OPERATING	943	1,400.00	435	1,400.00	726.40	1,400.00	1,400.00
001-0600-430-0435	VEHICLE - FUEL	.00	300.00	.00	150.00	67.15	150.00	150.00
001-0600-430-0499	SMALL TOOLS & SUPPLIES	.00	300.00	400	300.00	335.46	300.00	2,400.00
Total COMM. DEV. ADMINISTRATION:		21,779	19,215.00	32,601	34,600.00	32,191.01	61,525.00	67,725.00
001-0600-432-0101	PAYROLL	11,271	9,800.00	21,514	20,300.00	21,859.97	24,350.00	26,500.00
001-0600-432-0106	PAYROLL TAXES	895	850.00	1,693	1,650.00	1,715.98	1,700.00	2,200.00
001-0600-432-0107	RETIREMENT PLAN	546	490.00	1,284	1,225.00	1,475.32	1,700.00	1,900.00
001-0600-432-0109	INSURANCE	2,786	2,200.00	4,446	4,500.00	3,822.00	4,250.00	4,900.00
001-0600-432-0110	TRAINING/REGISTRATIONS	151	500.00	.00	500.00	.00	500.00	500.00
001-0600-432-0112	TRAVEL/MEALS	.00	500.00	.00	500.00	.00	500.00	500.00
001-0600-432-0214	CONTRACT SERVICE	.00	.00	.00	.00	.00	50,000.00	.00
001-0600-432-0216	CONTRACT SERVICE/PLANNER	20,014	80,000.00	22,701	80,000.00	250.00	50,000.00	50,000.00
001-0600-432-0235	LEGAL FEES	260	1,000.00	2,785	1,000.00	850.00	1,000.00	1,000.00
001-0600-432-0236	ENGINEERING FEES	.00	.00	952	1,000.00	.00	1,000.00	1,000.00
001-0600-432-0251	CELL PHONE	.00	600.00	.00	.00	.00	.00	.00
001-0600-432-0406	DUES/MEMBERSHIPS/SUBS	.00	250.00	.00	250.00	.00	250.00	250.00
001-0600-432-0425	SUPPLIES - OPERATING	27	400.00	142	400.00	22.40	400.00	400.00
001-0600-432-0499	SMALL TOOLS & SUPPLIES	1,040	1,300.00	.00	1,000.00	.00	1,000.00	3,000.00
001-0600-432-0565	METRO DIST REV SHARING	7,375	59,200.00	.00	100,000.00	.00	110,000.00	110,000.00
Total COMM. DEV/PLANNING DIVISION:		44,364	157,090.00	55,517	212,325.00	29,995.67	246,650.00	202,150.00
001-0600-434-0101	PAYROLL	23,510	22,300.00	27,348	33,250.00	21,859.97	53,850.00	55,000.00
001-0600-434-0106	PAYROLL TAXES	1,866	2,000.00	2,154	2,700.00	1,715.98	4,000.00	4,200.00
001-0600-434-0107	RETIREMENT PLAN	1,158	1,115.00	1,601	2,000.00	1,475.32	3,800.00	3,900.00

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001-0600-434-0109	INSURANCE	4,929	4,000.00	5,180	4,700.00	3,822.00	11,400.00	13,000.00
001-0600-434-0110	TRAINING/REGISTRATIONS	560	1,400.00	.00	1,400.00	.00	2,500.00	2,500.00
001-0600-434-0112	TRAVEL/MEALS	.00	1,000.00	.00	1,000.00	.00	1,000.00	1,000.00
001-0600-434-0217	CONTRACT SERVICE/BUILDING	300	.00	69,255	1,000.00	59,350.77	30,000.00	60,000.00
001-0600-434-0244	REPAIRS - VEHICLE	188	700.00	190	700.00	273.99	700.00	700.00
001-0600-434-0251	CELL PHONE	567	500.00	488	600.00	304.16	500.00	500.00
001-0600-434-0406	DUES/MEMBERSHIPS/SUBS	145	150.00	211	150.00	175.90	250.00	250.00
001-0600-434-0425	SUPPLIES - OPERATING	535	1,000.00	880	1,000.00	87.24	1,200.00	1,200.00
001-0600-434-0435	VEHICLE - FUEL	381	750.00	122	750.00	.00	1,000.00	500.00
001-0600-434-0499	SMALL TOOLS & SUPPLIES	276	1,000.00	24	1,000.00	36.75	1,000.00	1,000.00
Total COMM. DEV/BUILDING DIVISION:		34,415	35,915.00	107,453	50,250.00	89,102.08	111,200.00	143,750.00
<b>PUBLIC SAFETY</b>								
001-0700-436-0101	PAYROLL	441,678	420,000.00	434,124	488,250.00	469,605.01	683,000.00	700,000.00
001-0700-436-0102	PAYROLL - PARTTIME	18,617	15,100.00	22,390	25,400.00	18,846.05	28,750.00	31,500.00
001-0700-436-0105	PAYROLL - OVERTIME	13,508	20,000.00	8,374	20,000.00	19,037.66	20,000.00	30,000.00
001-0700-436-0106	PAYROLL TAXES	10,646	15,000.00	10,504	11,000.00	10,253.54	25,000.00	20,000.00
001-0700-436-0108	FPPA PLAN	34,307	36,000.00	35,778	44,000.00	42,738.00	65,000.00	70,000.00
001-0700-436-0109	INSURANCE	107,551	85,000.00	104,009	105,000.00	94,732.00	187,000.00	203,000.00
001-0700-436-0110	TRAINING/REGISTRATIONS	9,928	8,500.00	13,522	8,500.00	8,103.05	9,000.00	10,000.00
001-0700-436-0112	TRAVEL/MEALS	4,967	6,000.00	976	6,000.00	12,747.18	6,000.00	10,000.00
001-0700-436-0115	DEATH & DISABILITY	6,054	6,300.00	6,360	7,700.00	7,631.85	11,000.00	11,000.00
001-0700-436-0214	CONTRACT SERVICE	1,757	350.00	660	5,350.00	12,912.61	5,350.00	5,500.00
001-0700-436-0215	POLICE CAR CLEANING	1,529	1,000.00	890	1,200.00	1,238.33	1,200.00	2,000.00
001-0700-436-0224	CONTRACT SERVICE - COMPU	4,589	9,000.00	5,888	9,000.00	59,719.82	32,000.00	28,500.00
001-0700-436-0229	PRE-EMPLOYMENT TESTING	1,952	2,000.00	1,243	2,000.00	3,684.54	2,000.00	2,000.00
001-0700-436-0235	DEFENSE PREMIUM	336	700.00	392	700.00	187.00	700.00	700.00
001-0700-436-0242	REPAIRS & MAINTENANCE - RA	752	700.00	.00	700.00	13,909.13	700.00	1,000.00
001-0700-436-0244	REPAIRS - VEHICLE	12,735	7,500.00	13,840	7,500.00	20,211.89	8,000.00	15,000.00
001-0700-436-0251	CELL PHONES	3,956	4,200.00	3,847	4,200.00	6,298.18	8,500.00	8,500.00
001-0700-436-0276	EMPLOYEE RECOGNITION	891	300.00	.00	300.00	149.94	300.00	500.00
001-0700-436-0401	ADVERTISING	.00	.00	.00	.00	.00	.00	.00
001-0700-436-0404	WORKERS' COMP	27,041	26,500.00	20,029	32,000.00	13,043.56	15,250.00	22,000.00
001-0700-436-0405	INSURANCE/CIRSA	6,827	5,583.00	8,129	5,950.00	7,803.48	6,650.00	8,500.00
001-0700-436-0406	DUES/MEMBERSHIPS/SUBS	6,042	7,775.00	1,879	7,775.00	6,439.19	2,500.00	3,000.00
001-0700-436-0410	COMMUNITY POLICING PROGR	1,523	5,000.00	2,043	2,500.00	520.57	3,000.00	3,000.00
001-0700-436-0411	BIKE RODEO EXPENSE	3,938	2,500.00	2,347	2,500.00	3,519.42	3,000.00	3,000.00
001-0700-436-0412	CAMP BADGE	1,865	3,500.00	.00	2,500.00	.00	2,500.00	.00
001-0700-436-0425	SUPPLIES - OPERATING	11,399	8,500.00	6,551	8,500.00	5,497.80	5,000.00	5,000.00

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001-0700-436-0430	UNIFORMS	9,009	4,000.00	13,586	13,000.00	15,485.60	13,000.00	9,000.00
001-0700-436-0435	VEHICLE - FUEL	16,724	13,000.00	20,734	15,000.00	15,672.10	20,000.00	20,000.00
001-0700-436-0439	SPECIAL INVESTIGATION	1,539	2,000.00	2,526	2,000.00	1,288.65	500.00	1,500.00
001-0700-436-0492	DOG POUND EXPENSES	.00	2,000.00	.00	2,000.00	1,490.40	1,000.00	1,000.00
001-0700-436-0499	SMALL TOOLS & SUPPLIES	2,691	1,500.00	1,000	2,000.00	3,605.17	2,000.00	3,000.00
001-0700-436-0501	TOWING AND IMPOUND	1,124	2,000.00	700	2,000.00	1,005.25	1,000.00	1,000.00
001-0700-436-0515	VICTIM SERVICES	.00	.00	5,714	5,000.00	5,996.78	6,000.00	6,000.00
001-0700-436-0525	BODY CAMERA	.00	.00	9,220	15,000.00	.00	11,000.00	11,000.00
001-0700-436-0535	DISPATCH	.00	.00	4,817	6,000.00	4,686.60	5,200.00	5,000.00
001-0700-436-0601	CAPITAL/CASH PURCHASES	26,985	12,000.00	32,202	12,000.00	3,299.77	5,000.00	5,000.00
001-0700-436-0608	CAPITAL/VEHICLE LEASE	80,257	55,000.00	83,809	30,000.00	71,657.18	62,000.00	80,000.00
001-0700-436-0650	EQUIPMENT	2,582	11,000.00	9,749	11,000.00	18,168.57	25,000.00	25,000.00
001-0700-436-0651	FIRE ARMS	18,491	5,000.00	8,984	1,000.00	4,897.71	5,000.00	8,000.00
Total PUBLIC SAFETY:		893,791	804,508.00	896,814	924,525.00	986,083.58	1,288,100.00	1,369,200.00
001-0700-438-0101	PAYROLL	9,600	9,600.00	9,600	9,600.00	12,263.22	12,000.00	12,000.00
001-0700-438-0103	PAYROLL - PARTTIME	8,229	7,800.00	9,594	9,600.00	8,137.13	10,850.00	12,500.00
001-0700-438-0106	PAYROLL TAXES	1,417	1,500.00	1,511	1,600.00	1,601.37	1,700.00	1,900.00
001-0700-438-0107	RETIREMENT PLAN	411	390.00	572	580.00	657.98	800.00	900.00
001-0700-438-0109	INSURANCE	1,079	.00	1,111	1,100.00	955.50	1,100.00	1,250.00
001-0700-438-0110	TRAINING/REGISTRATIONS	.00	50.00	.00	50.00	.00	50.00	50.00
001-0700-438-0112	TRAVEL/MEALS	778	300.00	1,010	300.00	920.94	500.00	1,000.00
001-0700-438-0218	CONTRACT SERVICE/JUDGE	645	500.00	.00	500.00	.00	1,000.00	1,000.00
001-0700-438-0220	CONTRACT SERVICE/COMPUT	2,930	2,780.00	.00	2,000.00	.00	2,000.00	2,000.00
001-0700-438-0227	WITNESS FEE	.00	100.00	.00	100.00	.00	100.00	100.00
001-0700-438-0228	INTERPRETER	378	1,000.00	573	1,000.00	486.44	1,000.00	2,500.00
001-0700-438-0230	PUBLIC DEFENDER	.00	1,000.00	.00	1,000.00	.00	1,000.00	1,000.00
001-0700-438-0235	LEGAL FEES - PROSECUTER	29,460	25,000.00	27,650	25,000.00	15,123.01	36,000.00	25,000.00
001-0700-438-0238	BOND REIMBURSEMENT	300	250.00	1,000	200.00	732.00	200.00	300.00
001-0700-438-0406	DUES/MEMBERSHIPS/SUBS	20	100.00	.00	100.00	100.00	100.00	100.00
001-0700-438-0499	SMALL TOOLS & SUPPLIES	88	50.00	132	50.00	.00	50.00	50.00
Total PUBLIC SAFETY/MUNICIPAL COURT:		55,333	50,420.00	52,754	52,780.00	40,977.59	68,450.00	61,650.00
<b>PUBLIC WORKS ADMINISTRATION</b>								
001-0800-440-0101	PAYROLL	10,804	11,400.00	18,241	12,900.00	31,510.42	36,250.00	40,000.00
001-0800-440-0106	PAYROLL TAXES	858	1,000.00	1,412	1,100.00	2,405.21	3,000.00	3,200.00
001-0800-440-0107	RETIREMENT PLAN	540	570.00	1,094	775.00	2,205.67	2,550.00	2,800.00
001-0800-440-0109	INSURANCE	1,348	2,900.00	3,354	2,500.00	6,226.27	8,200.00	9,000.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
001-0800-440-0110	TRAINING/REGISTRATIONS	1,543	1,000.00	1,194	1,000.00	653.71	1,000.00	3,000.00
001-0800-440-0111	CDL TESTING	.00	.00	.00	.00	.00	.00	640.00
001-0800-440-0112	TRAVEL/MEALS	436	300.00	126	600.00	930.83	600.00	1,000.00
001-0800-440-0218	MOSQUITO CONTROL	5,450	5,450.00	5,600	5,600.00	6,000.00	6,000.00	6,300.00
001-0800-440-0219	CONTRACT SERVICE/TRASH PI	235,025	360,000.00	414,390	382,000.00	356,047.18	370,000.00	400,000.00
001-0800-440-0223	CLEAN-UP MONTH	3,082	3,000.00	6,457	6,000.00	6,134.19	6,000.00	12,000.00
001-0800-440-0230	CLOTHING ALLOWANCE	889	1,350.00	1,500	1,350.00	1,342.06	1,350.00	1,350.00
001-0800-440-0236	ENGINEER FEES	7,488	5,000.00	2,670	10,000.00	10,769.07	108,000.00	100,000.00
001-0800-440-0241	REPAIRS - BUILDING	216	400.00	2,247	.00	478.50	.00	200.00
001-0800-440-0244	REPAIRS - VEHICLE	371	400.00	22	400.00	1,004.46	400.00	400.00
001-0800-440-0251	CELL PHONE	511	1,000.00	651	450.00	814.08	900.00	900.00
001-0800-440-0276	EMPLOYEE RECOGNITION	98	200.00	267	200.00	364.83	300.00	300.00
001-0800-440-0401	ADVERTISING	.00	200.00	.00	200.00	.00	200.00	200.00
001-0800-440-0404	WORKERS' COMP	17,435	16,800.00	12,943	20,150.00	8,348.20	9,750.00	14,000.00
001-0800-440-0405	INSURANCE/CIRSA	9,623	9,305.00	12,323	9,925.00	12,158.36	11,050.00	14,100.00
001-0800-440-0406	DUES/MEMBERSHIPS/SUBS	1,425	2,000.00	2,447	1,500.00	625.00	1,500.00	1,500.00
001-0800-440-0432	SUPPLIES-SAFETY	1,231	1,000.00	3,200	6,200.00	547.94	6,200.00	6,200.00
001-0800-440-0435	VEHICLE - FUEL	885	400.00	845	400.00	580.54	800.00	800.00
001-0800-440-0601	CAPITAL/SHOP PURCHASE	.00	2,000.00	1,347	2,000.00	.00	2,000.00	2,000.00
Total PUBLIC WORKS ADMINISTRATION:		299,258	425,675.00	492,332	465,250.00	449,146.52	576,050.00	619,890.00
001-0800-442-0101	PAYROLL	69,533	70,000.00	76,887	77,000.00	70,397.49	86,900.00	95,500.00
001-0800-442-0106	PAYROLL TAXES	5,263	5,500.00	5,831	6,200.00	5,382.19	8,000.00	8,500.00
001-0800-442-0107	RETIREMENT PLAN	2,715	3,500.00	4,357	4,650.00	4,854.06	6,100.00	6,700.00
001-0800-442-0109	INSURANCE	21,637	20,500.00	23,151	21,500.00	15,764.35	24,500.00	27,000.00
001-0800-442-0110	TRAINING/REGISTRATIONS	51	100.00	.00	100.00	.00	100.00	100.00
001-0800-442-0112	TRAVEL/MEALS	.00	100.00	.00	100.00	.00	100.00	100.00
001-0800-442-0214	CONTRACT SERVICE	2,000	1,250.00	1,197	2,500.00	2,368.34	2,500.00	2,500.00
001-0800-442-0236	ENGINEERING FEES	.00	.00	.00	.00	.00	.00	1,030,000.00
001-0800-442-0242	STREET SIGNS	1,222	2,000.00	2,357	2,000.00	998.31	2,500.00	2,500.00
001-0800-442-0243	REPAIRS - EQUIPMENT	12,876	10,000.00	32,334	11,000.00	16,266.76	20,000.00	25,000.00
001-0800-442-0244	REPAIRS - VEHICLE	4,211	4,000.00	2,317	4,000.00	1,344.80	3,000.00	3,000.00
001-0800-442-0245	REPAIRS - STREETS	76,288	100,000.00	107,965	100,000.00	88,683.41	100,000.00	110,000.00
001-0800-442-0249	EQUIPMENT RENTAL	1,474	5,000.00	1,256	1,000.00	635.27	1,000.00	1,000.00
001-0800-442-0251	CELL PHONE	203	800.00	157	800.00	.00	800.00	800.00
001-0800-442-0252	UTILITIES	9,587	8,000.00	13,074	8,500.00	9,772.68	11,000.00	16,000.00
001-0800-442-0253	UTILITIES - STREET LIGHTING	59,768	60,000.00	68,249	55,000.00	77,098.11	65,000.00	55,000.00
001-0800-442-0425	SUPPLIES - OPERATING	1,622	1,500.00	640	1,500.00	1,847.66	1,500.00	1,500.00
001-0800-442-0427	GRAVEL	2,836	4,000.00	4,262	4,000.00	2,369.22	4,000.00	4,000.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
001-0800-442-0435	FUEL	4,547	6,000.00	13,322	6,500.00	8,269.67	12,000.00	12,000.00
001-0800-442-0499	SMALL TOOLS & SUPPLIES	1,402	750.00	2,249	2,000.00	125.43	2,000.00	2,000.00
001-0800-442-0601	CAPITAL/CASH PURCHASES	252,144	30,000.00	49,920	54,000.00	81,285.66	86,000.00	30,000.00
001-0800-442-0608	CAPITAL LEASE	.00	24,000.00	16,843	.00	15,962.24	45,000.00	.00
001-0800-442-0650	CAPITAL/CHRISTMAS DECORA	645	400.00	555	750.00	.00	750.00	750.00
001-0800-442-0653	CAPITAL/9TH ST. ROUND-ABOU	.00	500,000.00	64,872	500,000.00	2,186.04	170,000.00	.00
001-0800-442-0675	CAPITAL PROJECTS	.00	.00	230,019	575,000.00	833,983.40	1,015,000.00	900,000.00
Total PUBLIC WORKS/STREETS:		530,026	857,400.00	721,814	1,438,100.00	1,239,595.09	1,667,750.00	2,333,950.00
001-0800-443-0101	PAYROLL	52,369	77,100.00	92,777	99,000.00	76,398.25	103,250.00	122,000.00
001-0800-443-0106	PAYROLL TAXES	3,951	6,000.00	7,073	7,950.00	5,782.65	10,000.00	11,000.00
001-0800-443-0107	RETIREMENT PLAN	2,553	3,900.00	3,493	4,950.00	4,520.77	7,250.00	8,600.00
001-0800-443-0109	INSURANCE	18,774	14,500.00	19,837	18,500.00	19,151.47	27,800.00	30,500.00
001-0800-443-0110	TRAINING/REGISTRATIONS	275	100.00	76	100.00	75.75	100.00	100.00
001-0800-443-0112	TRAVEL/MEALS	150	100.00	.00	400.00	.00	400.00	400.00
001-0800-443-0214	CONTRACT SERVICE	11,493	10,000.00	14,260	12,000.00	14,083.00	12,000.00	12,000.00
001-0800-443-0240	REPAIRS - GAZEBO & SHELTER	190	2,500.00	1,052	1,000.00	2,280.00	.00	2,000.00
001-0800-443-0241	REPAIRS - TENNIS COURT	640	100.00	.00	100.00	.00	100.00	.00
001-0800-443-0242	REPAIRS - BASKETBALL COUR	.00	100.00	.00	100.00	.00	100.00	3,000.00
001-0800-443-0244	REPAIRS - VEHICLE	5,261	2,000.00	983	2,500.00	212.89	2,500.00	2,500.00
001-0800-443-0245	REPAIRS & MAINT-CEMETERY	.00	.00	.00	.00	6,247.78	12,000.00	12,000.00
001-0800-443-0246	REPAIRS & MAINT-PARKS	18,228	8,500.00	63,860	12,500.00	25,835.11	15,000.00	30,000.00
001-0800-443-0247	WEED CONTROL	4,669	1,500.00	1,300	5,000.00	5,168.00	5,000.00	7,000.00
001-0800-443-0248	EQUIPMENT MAINTENANCE	2,156	2,500.00	6,522	2,000.00	2,425.48	3,000.00	3,000.00
001-0800-443-0249	EQUIPMENT RENTAL	.00	200.00	200	200.00	.00	200.00	200.00
001-0800-443-0251	CELL PHONE	1,447	1,300.00	1,208	1,300.00	639.46	1,300.00	1,300.00
001-0800-443-0252	UTILITIES	3,795	3,000.00	4,943	3,500.00	3,432.25	4,000.00	4,000.00
001-0800-443-0270	TOWN CENTER	20,399	26,160.00	16,740	25,000.00	3,521.19	9,000.00	9,000.00
001-0800-443-0406	DUES/MEMBERSHIPS/SUBS	.00	.00	.00	.00	.00	.00	.00
001-0800-443-0425	SUPPLIES - OPERATING	3,877	3,000.00	2,530	3,500.00	4,277.37	3,500.00	7,500.00
001-0800-443-0435	VEHICLE - FUEL	10,003	4,000.00	9,149	5,000.00	6,577.43	9,000.00	9,000.00
001-0800-443-0445	BALL PARK REPAIRS	.00	.00	.00	.00	.00	5,000.00	5,000.00
001-0800-443-0499	SMALL TOOLS & SUPPLIES	2,002	2,000.00	1,800	2,000.00	1,942.80	2,000.00	2,000.00
001-0800-443-0601	CAPITAL/CASH PURCHASES	9,669	60,000.00	111,313	75,000.00	1,109.55	.00	1,200,000.00
001-0800-443-0610	PATH CONSTRUCTION AND MAI	.00	10,000.00	19,085	10,000.00	.00	.00	10,000.00
Total PUBLIC WORKS/PARKS:		171,902	238,560.00	378,201	291,600.00	183,681.20	232,500.00	1,492,100.00
001-0800-444-0101	PAYROLL	12,239	26,800.00	5,834	26,500.00	.00	15,600.00	15,500.00



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001-0800-444-0106	PAYROLL TAXES	971	2,200.00	461	2,200.00	.00	1,000.00	1,000.00
001-0800-444-0107	RETIREMENT PLAN	612	1,340.00	216	1,600.00	.00	1,100.00	1,100.00
001-0800-444-0109	INSURANCE	2,144	7,600.00	734	2,200.00	.00	2,150.00	2,400.00
001-0800-444-0110	TRAINING/REGISTRATIONS	.00	.00	.00	.00	.00	.00	.00
001-0800-444-0112	TRAVEL	.00	.00	.00	.00	.00	.00	.00
001-0800-444-0214	CONTRACT SERVICE	1,485	1,500.00	2,240	2,000.00	2,226.05	2,000.00	2,000.00
001-0800-444-0241	SHOP BUILDING REPAIRS	256	2,000.00	1,959	.00	2,148.03	2,000.00	2,000.00
001-0800-444-0244	REPAIRS - VEHICLE	1,686	3,000.00	1,893	3,000.00	661.06	3,000.00	3,000.00
001-0800-444-0251	CELL PHONE	308	500.00	283	500.00	236.10	500.00	500.00
001-0800-444-0425	SUPPLIES - OPERATING	2,905	2,500.00	4,871	3,000.00	1,762.30	3,000.00	3,000.00
001-0800-444-0435	VEHICLE - FUEL	2,561	3,000.00	4,417	3,000.00	2,916.84	3,000.00	2,000.00
001-0800-444-0499	SMALL TOOLS & SUPPLIES	1,730	1,500.00	2,457	2,000.00	2,267.05	2,000.00	2,000.00
001-0800-444-0601	CAPITAL/CASH PURCHASES	.00	.00	18,877	20,000.00	2,289.10	10,000.00	10,000.00
001-0800-444-0640	SHOP EQUIPMENT	4,828	2,500.00	1,030	2,500.00	2,243.29	2,500.00	2,500.00
Total VEHICLE MAINTENANCE:		31,725	54,440.00	45,271	68,500.00	16,749.82	47,850.00	47,000.00
<b>COMMUNITY SPECIAL EVENTS</b>								
001-0900-450-0103	PAYROLL - PARTTIME	11,271	9,800.00	21,514	20,300.00	21,859.97	24,350.00	26,500.00
001-0900-450-0106	PAYROLL TAXES	895	850.00	1,693	1,650.00	1,715.98	1,700.00	2,200.00
001-0900-450-0107	RETIREMENT PLAN	546	490.00	1,284	1,250.00	1,475.32	1,700.00	1,900.00
001-0900-450-0109	INSURANCE	2,786	2,000.00	4,446	950.00	3,822.00	4,250.00	4,800.00
001-0900-450-0110	TRAINING/REGISTRATIONS	.00	500.00	.00	500.00	200.00	500.00	500.00
001-0900-450-0112	TRAVEL	.00	100.00	.00	100.00	.00	100.00	100.00
001-0900-450-0214	CONTRACT SERVICE	600	2,000.00	595	7,000.00	300.00	2,000.00	2,000.00
001-0900-450-0240	REPAIRS - GENERAL	.00	600.00	366	600.00	430.99	600.00	600.00
001-0900-450-0251	CELL PHONE	488	500.00	488	600.00	407.04	600.00	600.00
001-0900-450-0404	WORKERS' COMP	3,395	1,800.00	2,541	2,140.00	773.12	900.00	1,300.00
001-0900-450-0405	INSURANCE/CIRSA	1,042	931.00	1,026	995.00	1,132.46	1,150.00	1,450.00
001-0900-450-0425	SUPPLIES - OPERATING	3,460	12,000.00	2,381	6,000.00	2,710.37	6,000.00	6,000.00
001-0900-450-0435	VEHICLE - FUEL	57	300.00	78	300.00	.00	300.00	300.00
001-0900-450-0437	COMMUNITY/CONCERT EVENT	13,581	24,000.00	24,294	20,000.00	20,243.25	25,000.00	30,000.00
001-0900-450-0438	ADVERTISING	1,266	12,000.00	859	12,000.00	2,396.91	7,000.00	7,000.00
001-0900-450-0439	HOSPITALITY	229	2,000.00	869	2,000.00	1,387.30	2,000.00	2,500.00
001-0900-450-0445	SPECIAL EVENT ACTIVITY EXP	1,688	3,000.00	1,689	5,000.00	10,811.93	5,000.00	5,000.00
001-0900-450-0499	EQUIPMENT	2,981	5,750.00	1,548	6,000.00	29.99	6,000.00	6,000.00
Total COMMUNITY SPECIAL EVENTS:		44,285	78,621.00	65,671	87,385.00	69,696.63	89,150.00	98,750.00

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<b>TOWN ATTORNEY</b>								
001-1000-460-0214	CONTRACT SERVICE	47,966	50,000.00	67,464	50,000.00	54,195.15	60,000.00	60,000.00
Total TOWN ATTORNEY:		47,966	50,000.00	67,464	50,000.00	54,195.15	60,000.00	60,000.00
<b>P &amp; Z COMMISSION</b>								
001-1100-470-0101	PAYROLL	3,850	3,600.00	4,400	4,200.00	6,600.00	8,400.00	8,400.00
001-1100-470-0106	PAYROLL TAXES	306	300.00	347	350.00	518.10	750.00	750.00
001-1100-470-0110	TRAINING/REGISTRATIONS	.00	300.00	.00	300.00	.00	300.00	300.00
001-1100-470-0213	CONTRACT SVC/PUBLIC ACCE	.00	.00	.00	.00	.00	.00	1,000.00
001-1100-470-0425	SUPPLIES - OPERATING	774	200.00	369	200.00	124.73	200.00	250.00
Total P & Z COMMISSION:		4,930	4,400.00	5,116	5,050.00	7,242.83	9,650.00	10,700.00
<b>RECREATION</b>								
001-1200-480-0101	PAYROLL	11,271	9,800.00	21,514	20,300.00	21,859.91	24,350.00	26,500.00
001-1200-480-0106	PAYROLL TAXES	894	850.00	1,693	1,650.00	1,715.93	1,700.00	2,200.00
001-1200-480-0107	RETIREMENT PLAN	546	490.00	1,284	1,250.00	1,475.73	1,700.00	1,900.00
001-1200-480-0109	INSURANCE	2,786	1,800.00	4,446	950.00	3,822.00	4,250.00	4,800.00
001-1200-480-0110	TRAINING/REGISTRATIONS	.00	600.00	140	600.00	.00	600.00	600.00
001-1200-480-0112	TRAVEL/MEALS	.00	300.00	39	300.00	.00	300.00	300.00
001-1200-480-0214	CONTRACT SERVICE	4,004	4,400.00	4,848	5,000.00	4,202.50	8,000.00	8,500.00
001-1200-480-0235	LEGAL FEES	.00	200.00	.00	200.00	.00	200.00	200.00
001-1200-480-0244	REPAIRS - GENERAL	19	250.00	.00	250.00	.00	250.00	250.00
001-1200-480-0251	CELL PHONE	.00	150.00	.00	.00	.00	.00	.00
001-1200-480-0401	ADVERTISING	.00	100.00	.00	100.00	.00	200.00	200.00
001-1200-480-0404	WORKERS' COMP	.00	1,600.00	.00	1,900.00	869.76	1,050.00	1,475.00
001-1200-480-0405	INSURANCE/CIRSA	960	931.00	1,026	995.00	1,132.46	1,150.00	1,450.00
001-1200-480-0406	DUES/MEMBERSHIPS/SUBS	.00	200.00	.00	200.00	52.00	200.00	200.00
001-1200-480-0422	SUPPLIES - ACTIVITY	.00	1,500.00	102	1,500.00	.00	1,500.00	1,500.00
001-1200-480-0425	SUPPLIES - OPERATING	907	200.00	.00	200.00	.00	500.00	500.00
001-1200-480-0430	UNIFORMS	2,025	3,500.00	1,800	3,500.00	2,404.00	5,000.00	5,500.00
001-1200-480-0445	RECREATION ACTIVITY EXPEN	254	500.00	92	500.00	531.84	5,500.00	5,500.00
001-1200-480-0480	EQUIP/MISC/FIELD MAINT.	3,173	5,600.00	2,796	5,600.00	502.12	6,000.00	6,500.00
001-1200-480-0485	LICENSES	.00	.00	.00	.00	.00	150.00	150.00
001-1200-480-0490	REFUNDS	.00	400.00	425	400.00	350.00	400.00	400.00
Total RECREATION:		26,838	33,371.00	40,203	45,395.00	38,918.25	63,000.00	68,625.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
GENERAL FUND Expenditure Total:		2,675,979	3,344,218.00	3,765,896	4,664,155.00	3,727,954.52	5,343,470.00	7,572,320.00
Net Total GENERAL FUND:		1,801,398	90,567.00	941,969	628,120.00-	675,053.95	1,183,519.00-	1,508,245.00-

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>CONSERVATION TRUST FUND</b>								
<b>CONSERVATION TRUST FUND</b>								
003-0000-300-0206	STATE LOTTERY	38,781	24,000.00	45,224	35,000.00	38,336.52	45,000.00	50,000.00
Total INTERGOVERNMENTAL REVENUE:		38,781	24,000.00	45,224	35,000.00	38,336.52	45,000.00	50,000.00
003-0000-300-0606	GRANTS/REIMBURSEMENTS	3,584	5,000.00	3,711	5,000.00	1,665.00	.00	.00
Total GRANTS/CONTRIBUTIONS:		3,584	5,000.00	3,711	5,000.00	1,665.00	.00	.00
003-0000-300-0801	INTEREST	108	250.00	283	75.00	2,777.02	100.00	1,800.00
Total MISCELLANEOUS:		108	250.00	283	75.00	2,777.02	100.00	1,800.00
INTERGOVERNMENTAL REVENUE Revenue Total:		42,472	29,250.00	49,217	40,075.00	42,778.54	45,100.00	51,800.00
Total INTERGOVERNMENTAL REVENUE:		42,472	29,250.00	49,217	40,075.00	42,778.54	45,100.00	51,800.00
<b>CONSERVATION TRUST FUND</b>								
003-0000-460-0611	PROJECTS	26,990	30,000.00	58,829	60,000.00	32,985.37	30,000.00	30,000.00
Total CONSERVATION TRUST:		26,990	30,000.00	58,829	60,000.00	32,985.37	30,000.00	30,000.00
CONSERVATION TRUST FUND Expenditure Total:		26,990	30,000.00	58,829	60,000.00	32,985.37	30,000.00	30,000.00
Net Total CONSERVATION TRUST FUND:		15,482	750.00-	9,612-	19,925.00-	9,793.17	15,100.00	21,800.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>WASTEWATER FUND</b>								
<b>WASTEWATER FUND</b>								
005-0000-300-0410	WATER SERVICE FEES	819,219	810,000.00	871,136	834,000.00	887,614.35	1,000,000.00	1,500,000.00
005-0000-300-0411	WATER CONNECT/DISCONN	1,090	.00	11,409	.00	7,600.01	8,000.00	8,000.00
005-0000-300-0412	WASTEWATER SERVICE FEES	1,036,417	975,000.00	1,112,754	1,000,000.00	1,092,747.06	1,280,000.00	1,230,000.00
005-0000-300-0415	WATER RIGHTS REVENUE	5,194	46,000.00	5,132	40,000.00	28,577.75	5,000.00	10,000.00
005-0000-300-0420	TRANSFER FEES	1,891	1,000.00	1,830	1,000.00	1,275.00	1,000.00	1,000.00
005-0000-300-0421	UPPER PRESSURE ZONE FEE	6,964	1,500.00	1,548	4,000.00	.00	3,000.00	2,000.00
Total CHARGES FOR SERVICES:		1,870,774	1,833,500.00	2,003,808	1,879,000.00	2,017,814.17	2,297,000.00	2,751,000.00
005-0000-300-0603	MISCELLANEOUS GRANTS	475,000	560,000.00	.00	200,000.00	102,200.49	1,350,000.00	3,000,000.00
Total GRANTS/CONTRIBUTIONS:		475,000	560,000.00	.00	200,000.00	102,200.49	1,350,000.00	3,000,000.00
005-0000-300-0801	INTEREST INCOME	450	8,300.00	14,285	1,000.00	52,986.09	5,000.00	55,000.00
005-0000-300-0808	WASTEWATER DISPOSAL	.00	.00	.00	.00	.00	.00	.00
005-0000-300-0812	PENALTIES & INTEREST / WW	6,873	6,000.00	35,905	5,000.00	31,739.97	20,000.00	35,000.00
005-0000-300-0814	CREDIT CARD FEE	10,493	6,000.00	14,565	7,000.00	14,290.08	12,000.00	15,000.00
005-0000-300-0825	HOTEL REVENUE	6,000	6,000.00	2,000	6,000.00	8,000.00	6,000.00	6,000.00
Total MISCELLANEOUS:		23,817	26,300.00	66,754	19,000.00	107,016.14	43,000.00	111,000.00
005-0000-300-0901	TRANSFER FROM OTHER FUN	9,845	14,090.00	12,579	36,090.00	.00	36,700.00	49,000.00
005-0000-300-0902	TRANSFER OF LOAN REPAYME	.00	.00	.00	.00	.00	.00	.00
005-0000-300-0915	BOND/LOAN PROCEEDS	.00	.00	.00	.00	.00	.00	16,604,825.00
005-0000-300-0916	PRINC. FORGIVENESS/GRANT	.00	.00	.00	.00	.00	.00	.00
Total TRANSFERS:		9,845	14,090.00	12,579	36,090.00	.00	36,700.00	16,653,825.00
005-0000-300-1008	BULK WATER SALES	79,147	85,000.00	74,483	70,000.00	58,804.15	70,000.00	70,000.00
005-0000-300-1009	SALE OF WATER METERS	19,503	7,000.00	20,043	10,000.00	13,641.99	10,000.00	15,000.00
005-0000-300-1010	WATER TAP FEES	673,508	285,000.00	442,800	300,000.00	63,000.00	300,000.00	300,000.00
005-0000-300-1011	EQR FEE POTABLE IRR	7,800	.00	3,900	.00	.00	2,500.00	.00
005-0000-300-1012	WASTEWATER TAP FEES	667,008	285,000.00	397,800	300,000.00	63,000.00	300,000.00	300,000.00
005-0000-300-1015	1st ST. INTERCEPT. - COST REC	1,583	1,000.00	1,187	1,500.00	.00	1,500.00	.00
005-0000-300-1018	1st ST. ROADWAY - COST RECV	2,373	1,500.00	1,780	2,000.00	.00	2,000.00	.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
Total WASTEWATER FEES:		1,450,921	664,500.00	941,993	683,500.00	198,446.14	686,000.00	685,000.00
TAXES Revenue Total:		3,830,357	3,098,390.00	3,025,133	2,817,590.00	2,425,476.94	4,412,700.00	23,200,825.00
Total TAXES:		3,830,357	3,098,390.00	3,025,133	2,817,590.00	2,425,476.94	4,412,700.00	23,200,825.00

**WASTEWATER FUND**

005-0000-470-0101	PAYROLL	208,420	307,500.00	226,599	239,000.00	204,963.44	271,350.00	291,000.00
005-0000-470-0106	PAYROLL TAXES	17,481	28,000.00	17,638	20,000.00	15,967.06	20,000.00	21,000.00
005-0000-470-0107	RETIREMENT PLAN	9,957	15,400.00	13,005	14,400.00	14,299.63	19,000.00	20,500.00
005-0000-470-0109	INSURANCE	41,766	72,500.00	40,062	45,000.00	28,778.37	41,500.00	45,500.00
005-0000-470-0110	TRAINING/REGISTRATIONS	1,231	1,500.00	626	2,000.00	.00	2,000.00	4,000.00
005-0000-470-0112	TRAVEL/MEALS	50	500.00	377	500.00	113.19	500.00	500.00
005-0000-470-0201	AUDIT EXPENSE	3,463	4,000.00	.00	4,700.00	.00	6,000.00	6,000.00
005-0000-470-0214	CONTRACT SERVICE	10,294	7,750.00	24,292	12,500.00	60,445.80	71,000.00	71,000.00
005-0000-470-0220	TECHNOLOGY	.00	.00	.00	.00	.00	.00	5,000.00
005-0000-470-0230	CLOTHING ALLOWANCE	109	600.00	172	600.00	600.00	600.00	600.00
005-0000-470-0235	LEGAL FEES	86	1,000.00	3,491	1,000.00	.00	2,000.00	2,000.00
005-0000-470-0236	ENGINEER FEES	2,373	4,000.00	8,163	4,000.00	.00	4,000.00	4,000.00
005-0000-470-0239	WATER RIGHTS/ENGINEERING	1,353	3,500.00	3,014	3,500.00	3,413.75	3,500.00	3,500.00
005-0000-470-0244	VEHICLE - REPAIRS	2,402	1,500.00	2,436	2,000.00	1,413.43	2,000.00	2,000.00
005-0000-470-0251	CELL PHONE	6,966	2,100.00	3,215	2,200.00	2,020.82	1,600.00	2,400.00
005-0000-470-0260	POSTAGE	6,615	6,000.00	8,100	6,500.00	7,200.00	8,000.00	8,000.00
005-0000-470-0267	ADMIN FEE - GENERAL	173,637	.00	197,030	197,030.00	131,353.36	349,653.00	355,215.00
005-0000-470-0370	HR CONSULTANT	2,000	1,000.00	1,500	1,000.00	.00	3,000.00	3,000.00
005-0000-470-0401	ADVERTISING	11	250.00	.00	250.00	.00	250.00	250.00
005-0000-470-0403	RECORDING OF LIENS	13	500.00	26	500.00	117.00	500.00	500.00
005-0000-470-0404	WORKERS' COMP	17,573	17,400.00	14,154	21,000.00	10,154.27	9,900.00	14,500.00
005-0000-470-0405	INSURANCE/CIRSA	51,833	50,243.00	55,396	53,500.00	61,682.80	59,550.00	75,800.00
005-0000-470-0406	DUES/MEMBERSHIPS/SUBS	.00	350.00	2,415	350.00	2,787.09	3,000.00	3,000.00
005-0000-470-0407	DITCH ASSESSMENT	.00	100.00	.00	100.00	450.00	100.00	200.00
005-0000-470-0425	SUPPLIES - OPERATING	5,732	4,000.00	4,802	4,000.00	926.23	4,000.00	4,500.00
005-0000-470-0430	UNIFORMS	.00	.00	.00	.00	378.05	1,500.00	1,500.00
005-0000-470-0432	SAFETY SUPPLIES	.00	.00	507	1,200.00	179.95	1,200.00	1,500.00
005-0000-470-0435	VEHICLE - FUEL	4,513	5,200.00	7,216	4,000.00	5,843.88	7,000.00	7,000.00
005-0000-470-0451	WEED CONTROL	.00	100.00	.00	100.00	.00	100.00	100.00
005-0000-470-0499	SMALL TOOLS & SUPPLIES	1,366	1,000.00	1,786	2,000.00	345.34	2,500.00	2,500.00
005-0000-470-0601	CAPITAL/CASH PURCHASES	14,867	5,000.00	.00	5,000.00	32,018.62	5,000.00	.00
005-0000-470-0608	CAPITAL/VEHICLE	.00	.00	46,917	24,000.00	59,607.25	86,000.00	30,000.00
005-0000-470-0814	CREDIT CARD FEE	10,568	5,500.00	16,921	16,000.00	14,905.53	16,000.00	16,000.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
Total ADMINISTRATION:		594,679	546,493.00	699,860	687,930.00	659,964.86	1,002,303.00	1,002,565.00
005-0000-472-0101	PAYROLL	124,775	102,000.00	151,658	138,100.00	157,762.56	169,700.00	190,500.00
005-0000-472-0106	PAYROLL TAXES	9,519	10,000.00	11,576	11,100.00	12,103.96	15,000.00	17,000.00
005-0000-472-0107	RETIREMENT PLAN	4,725	5,100.00	8,832	8,300.00	10,440.72	11,900.00	13,500.00
005-0000-472-0109	INSURANCE	39,805	46,800.00	44,780	45,000.00	35,324.14	48,150.00	53,000.00
005-0000-472-0110	TRAINING/REGISTRATIONS	1,029	1,500.00	1,155	1,500.00	1,709.00	1,500.00	1,500.00
005-0000-472-0214	CONTRACT SERVICE	1,504	2,000.00	19,892	14,000.00	7,053.36	1,100.00	1,200.00
005-0000-472-0230	TESTING & PERMITS	5,131	4,000.00	5,006	6,000.00	5,861.81	6,000.00	7,000.00
005-0000-472-0235	LEGAL FEES	16,198	2,000.00	14,794	3,000.00	29,945.39	6,000.00	1,000.00
005-0000-472-0236	ENGINEER FEES	6,391	308,000.00	118,026	330,000.00	1,328,017.83	200,000.00	.00
005-0000-472-0241	RPRS & MAINT/WATER PLANT	127,038	90,000.00	97,954	150,000.00	73,045.57	100,000.00	100,000.00
005-0000-472-0246	RPRS & MAINT/DIST SYSTEM	68,098	80,000.00	86,351	80,000.00	47,239.59	80,000.00	80,000.00
005-0000-472-0247	RPRS & MAINT/BULK WATER	6,995	12,000.00	8,055	4,000.00	2,232.50	3,000.00	4,000.00
005-0000-472-0249	EQUIPMENT RENTAL	.00	250.00	9	250.00	.00	250.00	250.00
005-0000-472-0250	TELEPHONE EXPENSE	3,474	2,700.00	2,652	2,700.00	450.24	3,500.00	500.00
005-0000-472-0252	UTILITIES	75,772	58,000.00	73,805	66,000.00	69,714.83	66,000.00	80,000.00
005-0000-472-0406	DUES/MEMBERSHIPS/SUBS	1,007	1,075.00	3,322	1,100.00	.00	500.00	500.00
005-0000-472-0416	SUPPLIES - MAINT/DISTRIB	605	1,000.00	489	1,000.00	581.31	1,000.00	2,000.00
005-0000-472-0417	SUPPLIES - OPERATING/DIST S	1,930	1,000.00	344	2,000.00	4,185.81	2,000.00	2,000.00
005-0000-472-0418	SUPPLIES - OPER/WATER PLA	4,117	3,000.00	7,193	4,000.00	4,295.51	4,000.00	4,000.00
005-0000-472-0419	SUPPLIES - METER SUPPLIES	45,179	20,000.00	87,376	40,000.00	102,737.61	45,000.00	25,000.00
005-0000-472-0432	SUPPLIES - LAB	2,228	2,000.00	4,653	2,000.00	2,996.40	2,500.00	2,500.00
005-0000-472-0437	CHEMICALS - TREATMENT PLA	33,822	30,000.00	39,253	25,000.00	18,196.18	25,000.00	30,000.00
005-0000-472-0498	SMALL TOOLS & SUPPLIES/LAB	247	1,000.00	1,951	1,000.00	321.44	2,000.00	2,000.00
005-0000-472-0499	SMALL TOOLS & SUPPLIES	2,756	2,000.00	1,860	2,000.00	751.66	2,000.00	2,000.00
005-0000-472-0601	CAPITAL/CASH PURCHASES	65,112	117,000.00	203,009	605,000.00	502,538.97	1,930,000.00	.00
005-0000-472-0608	CAPITAL LEASE/BACKHOE	.00	24,000.00	.00	.00	.00	.00	.00
005-0000-472-0613	CAPITAL/WATER TREATMENT P	.00	.00	.00	.00	.00	.00	16,710,113.00
005-0000-472-0614	CAPITAL/DISTRIBUTION SYS	24,359	455,000.00	.00	135,000.00	.00	.00	2,600,000.00
005-0000-472-2801	DEPRECIATION	447,598	.00	.00	.00	.00	.00	.00
005-0000-472-3001	DEBT SERVICE - PRINCIPAL	.00	200,300.00	197,445	214,650.00	209,050.00	219,050.00	1,314,659.00
005-0000-472-3010	DEBT SERVICE - INTEREST	36,460	32,314.00	40,990	39,200.00	28,272.28	33,600.00	16,878.00
Total WATER OPERATIONS:		1,155,874	1,614,039.00	1,232,429	1,931,900.00	2,654,828.67	2,978,750.00	21,261,100.00
005-0000-474-0101	PAYROLL	124,775	102,000.00	151,657	138,100.00	149,924.29	169,700.00	190,500.00
005-0000-474-0106	PAYROLL TAXES	9,518	10,000.00	11,575	11,100.00	11,487.35	15,000.00	17,000.00
005-0000-474-0107	RETIREMENT PLAN	4,725	5,100.00	8,832	8,300.00	10,440.23	11,900.00	13,500.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
005-0000-474-0109	INSURANCE	39,805	46,800.00	44,780	45,000.00	35,323.80	48,150.00	53,000.00
005-0000-474-0110	TRAINING/REGISTRATIONS	957	1,500.00	1,895	1,500.00	747.00	1,500.00	1,500.00
005-0000-474-0112	TRAVEL/MEALS	.00	500.00	.00	500.00	.00	500.00	500.00
005-0000-474-0214	CONTRACT SERVICE	2,073	1,000.00	5,887	2,000.00	2,448.25	2,000.00	2,000.00
005-0000-474-0230	TESTING & PERMITS	3,599	3,000.00	6,783	1,500.00	8,587.86	6,000.00	7,000.00
005-0000-474-0236	ENGINEER FEES	.00	.00	101,525	30,000.00	11,366.00	30,000.00	10,000.00
005-0000-474-0241	REPAIRS & MAINTENANCE/WW	59,133	40,000.00	111,549	40,000.00	120,671.16	40,000.00	50,000.00
005-0000-474-0246	REPAIRS & MAINT/COLLECTIO	23,081	15,000.00	10,996	25,000.00	28,474.67	25,000.00	25,000.00
005-0000-474-0249	EQUIPMENT RENTAL	.00	200.00	.00	200.00	.00	200.00	200.00
005-0000-474-0250	TELEPHONE EXPENSE	2,311	2,200.00	2,014	2,200.00	.00	2,500.00	.00
005-0000-474-0252	UTILITIES	196,220	45,000.00	26,821	60,000.00	28,934.31	50,000.00	35,000.00
005-0000-474-0299	SLUDGE REMOVAL	46,163	55,000.00	39,880	40,000.00	45,334.04	45,000.00	35,000.00
005-0000-474-0415	SUPPLIES - MAINT./COLLECTIO	347	250.00	.00	1,500.00	5,794.25	1,500.00	1,500.00
005-0000-474-0419	SUPPLIES - OPER/WWTP	3,006	3,000.00	642	4,000.00	1,105.43	3,000.00	3,000.00
005-0000-474-0432	SUPPLIES - LAB	5,996	1,500.00	2,854	1,500.00	2,111.77	1,500.00	1,500.00
005-0000-474-0438	CHEMICALS - WW TREATMENT	13,582	8,000.00	7,463	8,000.00	4,840.58	10,000.00	10,000.00
005-0000-474-0498	SMALL TOOLS & SUPPLIES/LAB	3,506	1,500.00	1,404	1,500.00	1,291.49	1,500.00	1,500.00
005-0000-474-0601	CAPITAL/CASH PURCHASES	7,311	737,000.00	271,471	485,000.00	258,741.65	457,000.00	485,000.00
005-0000-474-2801	DEPRECIATION	.00	.00	.00	.00	.00	.00	.00
005-0000-474-3001	DEBT SERVICE - PRINCIPAL	.00	200,300.00	197,445	214,650.00	209,050.00	219,050.00	317,441.00
005-0000-474-3010	DEBT SERVICE - INTEREST	36,460	32,314.00	40,990	39,200.00	28,272.28	33,600.00	41,322.00
Total WASTEWATER OPERATIONS:		582,570	1,311,164.00	1,046,463	1,160,750.00	964,946.41	1,174,600.00	1,301,463.00
WASTEWATER FUND Expenditure Total:		2,333,123	3,471,696.00	2,978,751	3,780,580.00	4,279,739.94	5,155,653.00	23,565,128.00
Net Total WASTEWATER FUND:		1,497,234	373,306.00-	46,381	962,990.00-	1,854,263.00-	742,953.00-	364,303.00-



Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>IRRIGATION FUND</b>								
<b>IRRIGATION FUND</b>								
006-0000-300-0603	MISC. GRANTS	179,000	195,000.00	.00	35,000.00	.00	.00	.00
Total GRANTS/CONTRIBUTIONS:		179,000	195,000.00	.00	35,000.00	.00	.00	.00
006-0000-300-1014	IRRIGATION FEES	246,745	243,000.00	255,627	250,000.00	221,704.52	263,000.00	270,000.00
006-0000-300-1017	IRRIGATION TAP FEES	3,200	7,800.00	10,712	3,200.00	7,840.00	7,500.00	10,000.00
006-0000-300-1036	TRANSFER FROM OTHER FUN	.00	.00	50,000	50,000.00	.00	51,500.00	53,000.00
Total IRRIGATION FEES:		249,945	250,800.00	316,339	303,200.00	229,544.52	322,000.00	333,000.00
TAXES Revenue Total:		428,945	445,800.00	316,339	338,200.00	229,544.52	322,000.00	333,000.00
Total TAXES:		428,945	445,800.00	316,339	338,200.00	229,544.52	322,000.00	333,000.00
<b>IRRIGATION FUND</b>								
006-0000-480-0101	PAYROLL	121,349	139,000.00	125,187	141,700.00	116,594.00	158,350.00	170,000.00
006-0000-480-0106	PAYROLL TAXES	9,821	12,000.00	9,748	11,400.00	9,079.29	14,000.00	15,000.00
006-0000-480-0107	RETIREMENT PLAN	4,652	6,950.00	5,918	8,500.00	6,929.18	11,100.00	12,000.00
006-0000-480-0109	INSURANCE	21,368	25,500.00	20,169	22,000.00	15,034.06	24,000.00	26,500.00
006-0000-480-0110	TRAINING/REGISTRATION	.00	.00	.00	.00	.00	.00	1,000.00
006-0000-480-0201	AUDIT EXPENSE	3,463	4,000.00	.00	4,700.00	.00	6,000.00	7,000.00
006-0000-480-0214	CONTRACT SERVICE	2,600	1,300.00	1,000	2,000.00	2,303.33	2,000.00	2,000.00
006-0000-480-0235	LEGAL FEES	.00	100.00	.00	100.00	200.00	100.00	100.00
006-0000-480-0236	ENGINEER FEES	298	1,000.00	1,455	30,000.00	.00	15,000.00	10,000.00
006-0000-480-0241	REPAIRS & MAINTENANCE	9,102	15,000.00	22,860	15,000.00	8,839.84	20,000.00	20,000.00
006-0000-480-0244	REPAIRS - VEHICLE	787	1,000.00	1,450	1,200.00	622.68	1,200.00	1,200.00
006-0000-480-0251	CELL PHONE	691	750.00	3,157	750.00	592.32	750.00	7,500.00
006-0000-480-0252	UTILITIES	23,218	20,000.00	27,428	20,000.00	16,862.16	25,000.00	10,000.00
006-0000-480-0260	POSTAGE	1,800	1,500.00	1,800	2,000.00	1,600.00	3,000.00	3,000.00
006-0000-480-0268	ADMINISTRATIVE FEE	25,532	.00	20,340	20,340.00	13,560.00	21,726.00	26,210.00
006-0000-480-0404	WORKERS' COMP	5,855	5,800.00	4,383	7,000.00	2,833.49	3,300.00	4,800.00
006-0000-480-0405	INSURANCE/CIRSA	7,679	7,444.00	8,207	7,930.00	9,059.66	8,850.00	11,250.00
006-0000-480-0407	ASSESSMENTS - DITCH	7,637	8,000.00	7,172	8,000.00	7,109.25	8,000.00	8,000.00
006-0000-480-0432	SAFETY SUPPLIES	.00	.00	.00	1,200.00	.00	1,200.00	1,200.00
006-0000-480-0435	VEHICLE - FUEL	2,632	1,500.00	2,579	1,500.00	1,628.70	1,800.00	1,800.00
006-0000-480-0499	SMALL TOOLS & SUPPLIES	1,642	1,000.00	1,694	2,000.00	104.16	2,000.00	2,000.00
006-0000-480-0500	TURF REPLACEMENT PROGRA	.00	.00	.00	.00	4,260.00	10,000.00	10,000.00
006-0000-480-0601	CAPITAL/CASH PURCHASES	.00	5,000.00	46,907	24,000.00	55,481.91	56,000.00	30,000.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
006-0000-480-0608	CAPITAL LEASE/BACKHOE	.00	.00	.00	.00	.00	.00	.00
006-0000-480-0615	CAPITAL/SYSTEM IMPROVEME	635-	278,000.00	49,727	50,000.00	15,821.84	10,000.00	10,000.00
006-0000-480-0616	CAPITAL/WATER RIGHTS	.00	10,000.00	.00	10,000.00	.00	10,000.00	10,000.00
Total IRRIGATION:		249,491	544,844.00	361,180	391,320.00	288,515.87	413,376.00	400,560.00
IRRIGATION FUND Expenditure Total:		249,491	544,844.00	361,180	391,320.00	288,515.87	413,376.00	400,560.00
Net Total IRRIGATION FUND:		179,453	99,044.00-	44,842-	53,120.00-	58,971.35-	91,376.00-	67,560.00-

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>VICTIM ASSISTANCE FUND</b>								
<b>VICTIM ASSISTANCE FUND</b>								
008-0000-300-0501	VICTIM ASSISTANCE FINES	11,407	7,400.00	12,437	9,250.00	8,733.54	11,000.00	11,000.00
Total FINES:		11,407	7,400.00	12,437	9,250.00	8,733.54	11,000.00	11,000.00
FINES Revenue Total:		11,407	7,400.00	12,437	9,250.00	8,733.54	11,000.00	11,000.00
Total FINES:		11,407	7,400.00	12,437	9,250.00	8,733.54	11,000.00	11,000.00
<b>VICTIM ASSISTANCE FUND</b>								
008-0000-492-0425	SUPPLIES	.00	300.00	.00	300.00	.00	300.00	300.00
008-0000-492-0613	VICTIM ASSISTANCE	14,699	16,000.00	29,920	25,000.00	10,000.00	15,000.00	15,000.00
Total Exp Program: 492:		14,699	16,300.00	29,920	25,300.00	10,000.00	15,300.00	15,300.00
VICTIM ASSISTANCE FUND Expenditure Total:		14,699	16,300.00	29,920	25,300.00	10,000.00	15,300.00	15,300.00
Net Total VICTIM ASSISTANCE FUND:		3,292-	8,900.00-	17,482-	16,050.00-	1,266.46-	4,300.00-	4,300.00-

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
BEAUTIFICATION FUND								
BEAUTIFICATION FUND								
009-0000-300-0111	LODGING TAX	72,442	45,000.00	131,624	55,000.00	186,107.88	170,000.00	150,000.00
Total Source: 01:		72,442	45,000.00	131,624	55,000.00	186,107.88	170,000.00	150,000.00
009-0000-300-0610	DONATIONS	.00	150.00	.00	.00	.00	.00	.00
Total Source: 06:		.00	150.00	.00	.00	.00	.00	.00
009-0000-300-0801	INTEREST INCOME	34	30.00	34	30.00	28.70	40.00	40.00
Total MISCELLANEOUS:		34	30.00	34	30.00	28.70	40.00	40.00
GRANTS/CONTRIBUTIONS Revenue Total:		72,476	45,180.00	131,658	55,030.00	186,136.58	170,040.00	150,040.00
Total GRANTS/CONTRIBUTIONS:		72,476	45,180.00	131,658	55,030.00	186,136.58	170,040.00	150,040.00
BEAUTIFICATION FUND								
009-0000-492-0613	PROJECTS	125,897	205,000.00	180,728	145,000.00	108,627.13	312,000.00	130,000.00
Total Exp Program: 492:		125,897	205,000.00	180,728	145,000.00	108,627.13	312,000.00	130,000.00
BEAUTIFICATION FUND Expenditure Total:		125,897	205,000.00	180,728	145,000.00	108,627.13	312,000.00	130,000.00
Net Total BEAUTIFICATION FUND:		53,420-	159,820.00-	49,070-	89,970.00-	77,509.45	141,960.00-	20,040.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>PARK IMPACT FEE FUND</b>								
<b>PARK IMPACT FEE FUND</b>								
012-0000-300-0319	PARK IMPACT FEES	34,922	54,960.00	78,893	58,000.00	21,487.86	66,500.00	66,000.00
012-0000-300-0370	FEE IN LIEU OF LAND	.00	.00	.00	.00	.00	.00	.00
Total FEES:		34,922	54,960.00	78,893	58,000.00	21,487.86	66,500.00	66,000.00
012-0000-300-0801	INTEREST	52	50.00	52	50.00	43.49	60.00	50.00
Total MISCELLANEOUS:		52	50.00	52	50.00	43.49	60.00	50.00
FEES Revenue Total:		34,974	55,010.00	78,944	58,050.00	21,531.35	66,560.00	66,050.00
Total FEES:		34,974	55,010.00	78,944	58,050.00	21,531.35	66,560.00	66,050.00
<b>PARK IMPACT FEE FUND</b>								
012-0000-492-0611	PROJECTS	20,130	25,000.00	.00	55,000.00	159,868.17	160,000.00	.00
Total PARK IMPACT FEE:		20,130	25,000.00	.00	55,000.00	159,868.17	160,000.00	.00
PARK IMPACT FEE FUND Expenditure Total:		20,130	25,000.00	.00	55,000.00	159,868.17	160,000.00	.00
Net Total PARK IMPACT FEE FUND:		14,844	30,010.00	78,944	3,050.00	138,336.82-	93,440.00-	66,050.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>CONSTRUCTION IMPACT FEE FUND</b>								
<b>CONSTRUCTION IMPACT FEE FUND</b>								
013-0000-300-0375	IMPACT FEE	25,672	21,400.00	51,415	30,000.00	19,010.24	35,500.00	35,000.00
Total FEES:		25,672	21,400.00	51,415	30,000.00	19,010.24	35,500.00	35,000.00
FEES Revenue Total:		25,672	21,400.00	51,415	30,000.00	19,010.24	35,500.00	35,000.00
Total FEES:		25,672	21,400.00	51,415	30,000.00	19,010.24	35,500.00	35,000.00
<b>CONSTRUCTION IMPACT FEE FUND</b>								
013-0000-492-0611	PROJECTS	10,000	10,000.00	.00	50,000.00	116,887.17	118,000.00	10,000.00
Total CONSTRUCTION IMPACT FEE:		10,000	10,000.00	.00	50,000.00	116,887.17	118,000.00	10,000.00
CONSTRUCTION IMPACT FEE FUND Expenditure Total:		10,000	10,000.00	.00	50,000.00	116,887.17	118,000.00	10,000.00
Net Total CONSTRUCTION IMPACT FEE FUND:		15,672	11,400.00	51,415	20,000.00-	97,876.93-	82,500.00-	25,000.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>SILT HOUSING AUTHORITY</b>								
<b>SILT HOUSING AUTHORITY</b>								
015-0000-300-0603	MISC. GRANTS	.00	.00	.00	.00	.00	.00	.00
Total GRANTS/CONTRIBUTIONS:		.00	.00	.00	.00	.00	.00	.00
015-0000-300-0801	INTEREST INCOME	606	2,400.00	3,570	650.00	10,252.54	1,200.00	12,000.00
015-0000-300-0808	MISC. INCOME	662	.00	1,446	.00	.00	.00	.00
Total MISCELLANEOUS:		1,268	2,400.00	5,015	650.00	10,252.54	1,200.00	12,000.00
015-0000-300-1502	RENTAL REVENUE - SENIOR H	203,130	226,000.00	250,858	235,000.00	226,326.00	286,000.00	294,000.00
015-0000-300-1505	LAUNDRY REVENUE	2,604	2,400.00	2,808	2,700.00	2,054.50	2,800.00	2,400.00
Total HOUSING FEES:		205,734	228,400.00	253,666	237,700.00	228,380.50	288,800.00	296,400.00
TRANSFERS FROM OTHER FUNDS Revenue Total:		207,002	230,800.00	258,681	238,350.00	238,633.04	290,000.00	308,400.00
Total TRANSFERS FROM OTHER FUNDS:		207,002	230,800.00	258,681	238,350.00	238,633.04	290,000.00	308,400.00
<b>SILT HOUSING AUTHORITY</b>								
015-0000-495-0240	REPAIRS - CONDO	.00	1,000.00	.00	1,000.00	.00	1,000.00	1,000.00
015-0000-495-0254	UTILITIES/GAS & ELECTRIC-CO	489	600.00	670	600.00	338.88	700.00	700.00
015-0000-495-0255	UTILITIES/WATER & SEWER-CO	1,255	1,300.00	1,291	1,300.00	1,360.47	1,400.00	2,100.00
015-0000-495-0408	CONDO ASSOCIATION DUES	1,820	1,680.00	2,330	1,680.00	1,760.00	2,000.00	2,000.00
015-0000-495-0450	MISCELLANEOUS	53	1,000.00	43	1,000.00	.00	1,000.00	1,000.00
015-0000-495-0601	CAPITAL/CASH PURCHASES	.00	.00	.00	.00	.00	.00	.00
Total CONDO EXPENDITURES:		3,617	5,580.00	4,334	5,580.00	3,459.35	6,100.00	6,800.00
015-0000-496-0101	PAYROLL	27,393	30,000.00	30,717	30,300.00	34,133.43	39,950.00	43,000.00
015-0000-496-0106	PAYROLL TAXES	2,264	2,500.00	2,412	2,450.00	2,676.01	4,000.00	4,000.00
015-0000-496-0107	RETIREMENT PLAN	1,175	1,500.00	1,690	1,850.00	2,361.08	2,800.00	3,100.00
015-0000-496-0109	INSURANCE	4,050	4,800.00	4,219	4,200.00	4,012.06	5,200.00	5,800.00
015-0000-496-0201	AUDIT EXPENSE	3,463	4,000.00	15,300	4,700.00	.00	6,000.00	7,000.00
015-0000-496-0212	ADMIN FEES	8,496	.00	12,750	12,750.00	8,500.00	14,307.00	23,135.00
015-0000-496-0214	CONTRACT SERVICE	3,651	3,000.00	3,113	4,300.00	6,292.78	4,300.00	4,300.00
015-0000-496-0215	CONTRACT SERVICE - CLEANI	9,245	2,200.00	8,360	7,500.00	8,860.00	7,500.00	7,500.00
015-0000-496-0225	GCHA MANAGEMENT FEE	27,614	34,000.00	36,991	36,000.00	33,482.75	43,000.00	44,100.00

Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
015-0000-496-0240	REPAIRS - SENIOR HOUSING	1,841	33,000.00	29,554	15,000.00	11,563.35	20,000.00	20,000.00
015-0000-496-0250	TELEPHONE	671	650.00	751	650.00	722.41	800.00	800.00
015-0000-496-0254	UTILITIES/GAS & ELECTRIC-SR	11,260	12,000.00	14,121	12,000.00	12,695.79	13,200.00	15,000.00
015-0000-496-0255	UTILITIES/WATER & SEWER-SR	19,240	19,000.00	20,290	19,500.00	20,962.94	21,000.00	30,000.00
015-0000-496-0258	CABLE EXPENSE	9,463	8,400.00	9,937	9,500.00	8,757.61	12,000.00	12,000.00
015-0000-496-0404	WORKERS' COMP	4,114	4,100.00	3,079	4,900.00	1,990.78	2,350.00	3,400.00
015-0000-496-0405	INSURANCE/CIRSA	12,478	12,096.00	13,336	12,900.00	14,721.95	14,350.00	18,250.00
015-0000-496-0425	SUPPLIES - OPERATING	51	200.00	32	200.00	269.96	200.00	200.00
015-0000-496-0499	SMALL TOOLS & SUPPLIES	232	200.00	.00	200.00	235.52	200.00	250.00
015-0000-496-0540	CONTRIB/SENIOR PROGRAMS	9,434	24,000.00	17,917	30,000.00	17,407.82	30,000.00	30,000.00
015-0000-496-0601	CAPITAL/CASH PURCHASES	.00	.00	3,337	30,000.00	20,574.16	50,000.00	50,000.00
Total SENIOR HOUSING EXPENDITURES:		156,132	195,646.00	227,906	238,900.00	210,220.40	291,157.00	321,835.00
015-0000-497-0216	AFFORDABLE HOUSING POLIC	.00	.00	.00	.00	.00	10,000.00	75,000.00
Total Exp Program: 497:		.00	.00	.00	.00	.00	10,000.00	75,000.00
SILT HOUSING AUTHORITY Expenditure Total:		159,749	201,226.00	232,239	244,480.00	213,679.75	307,257.00	403,635.00
Net Total SILT HOUSING AUTHORITY:		47,253	29,574.00	26,442	6,130.00-	24,953.29	17,257.00-	95,235.00-



Account Number	Account Title	2021 Prior Year Actual	2021-21 Prior year 2 Budget	2022 Prior Year Actual	2022-22 Prior year Budget	2023 Current YTD Actual	2023-23 Current year Budget	2024-24 Future year Budget
<b>ECONOMIC DEVELOPMENT REVOLVING</b>								
<b>ECONOMIC DEVELOPMENT REVOLVING</b>								
017-0000-300-0271	TRANSFER IN	.00	8,500.00	.00	.00	.00	.00	.00
017-0000-300-0275	SALES TAX / TIF DEDICATED	17,015	7,800.00	18,703	17,000.00	21,708.98	18,000.00	22,000.00
Total TRANSFERS FROM OTHER FUNDS:		17,015	16,300.00	18,703	17,000.00	21,708.98	18,000.00	22,000.00
REVENUE Revenue Total:		17,015	16,300.00	18,703	17,000.00	21,708.98	18,000.00	22,000.00
Total REVENUE:		17,015	16,300.00	18,703	17,000.00	21,708.98	18,000.00	22,000.00
<b>ECONOMIC DEVELOPMENT REVOLVING</b>								
017-0000-498-0204	SALES TAX / TIF CONTRIBUTIO	1,192	2,100.00	187	2,100.00	.00	2,100.00	2,200.00
017-0000-498-3001	DEBT SERVICE - PRINCIPAL	.00	11,240.00	11,581	11,585.00	.00	11,935.00	12,296.00
017-0000-498-3010	DEBT SERVICE - INTEREST	9,845	2,850.00	2,507	2,850.00	.00	2,200.00	1,792.00
Total EDRF EXPENDITURES:		11,037	16,190.00	14,274	16,535.00	.00	16,235.00	16,288.00
<b>ECONOMIC DEVELOPMENT REVOLVING Expenditure Total:</b>								
		11,037	16,190.00	14,274	16,535.00	.00	16,235.00	16,288.00
<b>Net Total ECONOMIC DEVELOPMENT REVOLVING:</b>								
		5,978	110.00	4,429	465.00	21,708.98	1,765.00	5,712.00
Net Grand Totals:		8,020,178	480,159.00-	6,454,702	1,792,790.00-	5,249,699.29	2,340,440.00-	1,901,041.00-

**TOWN OF SILT  
RESOLUTION NO. 23  
SERIES OF 20232**

**A RESOLUTION OF THE BOARD OF TRUSTEES ("BOARD") OF THE TOWN OF SILT ("TOWN") TO SET VARIOUS TOWN FEES AND DEPOSITS FROM JANUARY 1, 20234 TO DECEMBER 31, 20234**

**WHEREAS**, the Town of Silt Board of Trustees ("Board") typically establishes annually all fees and deposits as specifically listed herein, in order to compensate the town for costs and expenses incurred as a result of the Town's response to the public's requests for service; and

**WHEREAS**, the Board recognizes that setting the fees contemplated herein annually (or as often as necessary) is a fair and equitable way to cover the Town's actual expenses related to the processing and review of land use applications, as well as the true impact to the Town; and

**WHEREAS**, on December 12, 20223, the Board thoroughly reviewed the fees herein proposed; and

**WHEREAS**, the Board determines the fees herein proposed to be reasonable and necessary in order to cover the Town's expenses; and

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

**Section 1.**

The Board of Trustees hereby adopts the following fees:

<b>Misc. fees/charges related to public information requests</b>	
Black and white prints or copies up to 11" x 17" (one sided)	\$ 0.25/page
<b>Scanned/Emailed/Faxed</b>	\$ 0.25/page
Color copies up to 11" x 17" (one sided)	\$ 1/page
Copies certified by the Town Clerk	\$1 additional per document
Notary fee	\$2 per document
CD/DVD (provided by Town)	\$ 5
Large format copies, maps, mylars, legal review	Actual Cost
Research and retrieval fee	\$33. <u>58</u> /hour per person (for time required in excess of one hour, Town will bill in 15 min. increments)

Facsimile send/receive fee per SMC 2.44.020		\$ 0.25/page	
Police Department fees:			
Case/Incident Reports		\$15	
Accident Reports		\$10	
Document Copies		.25/page	
Research and retrieval fee		\$33.58/hour per person (for time required in excess of one hour, PD will bill in 15 min. increments)	
Digital Evidence: Video, Audio, Photos or Body Worn Camera If provided on USB If provided through email		\$30/each \$20	
VIN Inspection Fee per SMC 2.36.040 In Town Resident Out of Town Resident		\$15 \$25	
Fingerprinting Fee per SMC 2.36.050 In Town Resident Out of Town Resident		\$10 \$20	
Town Center/Town Hall Chambers Rental Fee	Hourly Rate – Non-Profit	Hourly Rate – All Other	Deposit Non-Profit/ All Others
Hours 8 a.m. to 4 p.m.	\$ 20	\$ 25	\$100/\$200
Hours 4 p.m. to 12 a.m.	\$ 25	\$ 35	\$100/\$200
Park Rental Fee			
Shelter/Gazebo (4 hour time limit)	\$50	\$50	\$200 deposit
Entire Park (4 hour time limit)	\$200	\$200	\$200 deposit
Pavilion and green room	\$50	\$50	\$500
Lights at Stoney Ridge	\$25/hour	\$25/hour	
Electric Car Charging Station	\$ .2030/kwh*	*Plus 10% admin fee on total	
Dog/Pig License Fee * per SMC 6.04.050	Per Dog	Per Aggressive Dog	Per Vicious Dog
Senior Citizen's Dog/Pot Bellied Pig	\$ 10	\$ 125	\$ 200
Non-Senior Citizen Dog/Pot Bellied Pig	\$ 20	\$ 125	\$ 200
Guide Dog, Service Dog for a	\$ 0	\$ 125	\$ 200

partially or totally blind, partially or totally deaf, or otherwise disabled person with proper documentation showing proof of disability		
<b>Dog/Cat/Pig Impoundment Fee per SMC 6.04.170 and 6.04.230</b>	Actual costs to care for animal*	*Fees imposed by separate resolution
<b>Insufficient funds (check) fee per SMC 2.44.040, 3.08.021, and 9.40.021</b>	<b>Within 10 days notification</b>	<b>After 10 days notification</b>
	\$30 + bank charges	\$45 + bank charges
<b>All other returned payments</b>	\$30	\$45
Lodging Tax – late fee		5%
Accounts Receivable – late fee		5%
<b>Filing of liens on properties</b>	<b>\$30</b>	<b>plus County filing fee</b>
<b>Business License Fee per SMC 5.04.050</b>	<b>Fee until Aug. 1</b>	<b>Fee on or after Aug. 1</b>
	\$ 50	\$ 35 - new businesses only
<b>Late Submittal of Business License Application</b>	\$ 100	
<b>Vendor License fee</b>	\$ 20	
<b>Failure to submit required sales tax per SMC 3.32.050</b>	\$ 15	\$ 15
<b>Special event permit or commercial activity permit on public property per SMC 8.24.080</b>	\$20 + actual costs for administering permit	
<b>Cemetery Fees per SMC 12.20.020</b>	<b>In Town Resident</b>	<b>Out-of-Town Resident</b>
Purchase price of cemetery plot	\$ 400500	\$ 500700
Grave opening and closing (casket)	\$ 375400	\$ 375400
Burial of cremains (per cremains)	\$ 250300	\$ 250300
Perpetual care	\$ 400500	\$ 500700
Disinterment of casket	\$3,000	\$ 3,000
Re-interment of casket	\$1,000	\$ 1,000
Disinterment of urn	\$ 250300	\$ 250300

Re-interment of urn	\$ 250300	\$ 250300
Burial of casket on Saturday, Sunday, holiday (in addition to other applicable fees)	\$ 300400	\$ 300400
Burial of cremains on Saturday, Sunday, holiday (in addition to other applicable fees)	\$ 175300	\$ 175300
Cemetery Plot Transfer Fee	\$ -2550	
<b>Security system false alarms for 3<sup>rd</sup> &amp; Subsequent Violations per SMC 2.44.030</b>	\$ 100	
<b>Transfer of Ownership Fee per SMC 2.44.050</b>	\$ 15	
<b>Subpoenaed witness fee (paid by Town) per SMC 2.08.160</b>	\$ 6	
<b>Standard costs assessment for defendant per SMC 2.08.200</b>	\$ 25	
<b>Jury Trial Demand Fee per SMC 2.08.240 and 2.08.250, unless waived by judge due to proven indigence</b>	<b>Trial by court</b>	<b>Trial by Jury</b>
	\$ 25	\$ 25
<b>Jury Fees (Paid By Town to Jurors)</b>	<b>Jury Panel Only</b>	<b>Actual Jury Service</b>
	\$ 3	\$ 6
<b>Deferred judgment fee per SMC 2.08.210</b>	\$ 75	
<b>Community or useful public service fee per SMC 2.08.220</b>	\$ 35	
<b>Seal Police Records</b>	\$ 65	
<b>Public Works fees per SMC 2.44.060</b>	<b>Charge per Hour</b>	



Backhoe, including operator	\$ 130	
Dump truck, including operator	\$ <del>7590</del>	
<del>Trencher, including operator</del>	<del>\$ 300</del>	
Skid steer, including operator	\$ 110	
<del>Road grader, including operator</del>	<del>\$ 300</del>	
Excavator, including operator	\$ 160	
Mower, including operator	\$ <del>80100</del>	
Trimmer, including operator	\$ <del>7090</del>	
<del>Sewer Jet</del>	<del>\$ 150*</del>	<del>*Plus 15% admin. fee on total</del>
<del>Hydraulic Saw &amp; Pump</del>	<del>\$300</del>	<del>Includes two operators</del>
Labor	\$ 65	
Material	Actual Cost + 25%	
<b>Town Personnel Fees per 2.44.065</b>	<b>Charge per hour</b>	
Finance Department	\$ 75	
Town Clerk <del>Department</del>	\$ 75	
Community Development Department	\$ 85	
Town Administrator	\$ 95	
Public Works <del>Director</del> Department	\$ 85	
Police <del>Chief</del> Department	\$ 90	
Town Attorney	Actual Costs	
Town Engineer	Actual Costs	
Town Planner	Actual Costs	
Special Research by any other Town employee	\$ 60	
<b>Land Use Application Fees</b>	<b>Fee</b>	<b>Deposit</b>
Annexation – 5 acre or larger	\$ 2000	\$ 400
Less than 5 acres	\$ 1200	
Zoning/Rezoning	\$ 600	\$ 500
Comprehensive Plan Amendment	\$ 250	\$ 250
Major Subdivision Sketch Plan (including PUD)	\$ 500	\$ 500
Major Subdivision Preliminary Plan (including PUD)	\$ 1000	\$ 800
Major Subdivision Final Plan (including PUD)	\$ 600	\$ 500
Minor Subdivision Sketch/Preliminary/Final (Including PUD)	\$ 500	\$ 500
Zoning Variance	\$ 250	\$ 250

Sand & Gravel (Mineral Extraction) Permit	\$ 500	\$ 500
Manufactured/Modular Home Park Permit – <u>Site Plan / Special Use</u>	\$ 250	\$ 250
Campground Permit	\$ 250	\$ 250
Text Amendment (Zoning Code)	\$ 500	\$ 500
Lot Consolidation	\$ 100	\$ 0
Lot Line Adjustment	\$ 100	\$ 0
Special Use Permit	\$ 350	– \$ 250
Subdivision Exemption	\$ 250	
Subdivision Improvement Agreement Amendment	\$ 400	\$ 400
Site Plan Review	\$ 500	\$ 0
Condominiumization (see subdivision above for fees)	See above	See above
<u>Sign Permit (permit fee doubles for those signs installed without permit)</u>	<u>\$ 35</u>	<u>\$ 0</u>
Sign Exception (Includes Sign Permit Application)	\$ 70	\$ 0
Re-subdivision or Re-plat (Minor)	\$ 500	\$ 0
Fence Exception (Includes Fence Permit Application)	\$ 70	\$ 0
Floodplain Development Permit	\$ 100	\$ 0
Design Variance (Architectural Deviation)	\$ 250	\$ 0
Annexation & Development Agreement (or Amendment)	\$ 500	\$ 500
Intergovernmental Agreements/Amendments per SMC 2.44.100	\$ 500	\$ 500
Easement Agreement/Amendments per SMC 2.44.110	\$ 500	\$ 500
Requests for Vacation of Right-of-Way/Easements per SMC 2.44.120	\$ 500	\$ 500
<u>Sign Permit (permit fee doubles for those signs installed without permit)</u>	<u>\$ 35</u>	<u>\$ 0</u>
Chicken Conditional Use Permit	\$ 25	\$ 0
<u>Temporary Goat Permit</u>	<u>\$ 25</u>	<u>\$ 0</u>
Beekeeper Conditional Use Permit (Private)	\$ 25	\$ 0

Beekeeper Special Use Permit (Commercial)	\$ 250	\$ 0
Liquor License Permit	As established by state of Colorado	As established by state of Colorado
Liquor license annual investigation fee per SMC 2.44.010	\$ 100	<del>\$ 100</del>
Liquor license change of location fee per SMC 5.25.070	As established by state of Colorado	As established by state of Colorado
Liquor license change of ownership fee per SMC 5.25.080	As established by state of Colorado	As established by state of Colorado
Liquor store tastings license fee per SMC 5.25.140	\$ 100	\$ 0
Special Event Permit application fee	<del>\$50</del>	Plus applicable daily fee
Liquor license suspension fine per SMC 5.24.020	\$200 to \$5000	\$ 0
Appeal to Board of Appeals and Examiners	\$ 100	\$ 100
All liquor license fees not specifically listed above will follow the fee schedule as established by the state of Colorado		
<b>Construction Impact Fees</b>		
Camario		\$924.55
Mira Loma		\$2,243.13
Painted Pastures		\$1,580.87
Spruce Meadows		\$402.27
<b>Impact Fees and Fees "In Lieu" of Dedication</b>	<b>Fee</b>	<b>Paid When</b>
Water Rights Dedication Fee "In Lieu" (Domestic)	\$1137.71/EQR	Annexation*
Water Rights Dedication Fee "In Lieu" (Irrigation)	\$1706.57/EQR	Annexation*
Parkland Dedication Fee "In Lieu" (Major Subdivision)	<del>\$59,282.49</del> 62,839.44/acre or as Determined by Board	Annexation* Final Plat***
Parkland Dedication Fee "In Lieu" (Minor Subdivision)	<del>\$59,282.49</del> 62,839.44/acre	Annexation* Final Plat***
Park Impact Fee	<del>\$1193.77</del> 1265.40/unit	Building Permit
Off-Street Parking "In Lieu" of Installation (if allowed)	<del>\$5373.23</del> 5695.62/space	Building Permit
Construction Impact Fee		
Multi-Family Residential Unit (up to 800 square	<del>\$333.29</del> 353.29/unit	Final Plat***

Commented [SM1]: Increase?

Commented [SM2]: Increase?

Commented [SM3]: 6% increase for all impact fees



feet)**		
Multi-Family Residential Unit (up to 1,000 square feet)**	<del>\$466.61</del> <u>494.61</u> /unit	Final Plat***
Multi-Family Residential Unit (up to 1,200 square feet)**	<del>\$599.92</del> <u>635.92</u> /unit	Final Plat***
Multi-Family Residential Unit (over 1,200 square feet)**	<del>\$666.59</del> <u>706.59</u> /unit	Final Plat***
Duplex unit (2-Family Residential Structure)	<del>\$666.59</del> <u>706.59</u> /unit	Final Plat***
Single-Family Residential Unit (Any Size)	<del>\$666.59</del> <u>706.59</u> /unit	Final Plat***
1,000 square feet of commercial square footage, if such commercial use does not propose generated sales (or increase in sales tax from previous use), or jobs from within the community, as determined by the Board of Trustees in its sole discretion, following submittal by applicant of a fiscal impact analysis of such development.	<del>\$666.59</del> <u>706.59</u> /1,000 square feet	Building Permit
<p>*Paid upon annexation plat recordation, based upon estimate of number of units and calculated EQRs.</p> <p>**Multi-Family Residential is defined as three units or more upon one lot or within one building</p> <p>***Paid upon final plat recordation, based upon estimate of number of units, type of proposed unit and calculated EQRs. Actual use proposed at building permit may result in a credit or an additional fee.</p>		
Water System Improvement Fee (Tap Fee)	<del>\$10,500</del> <u>12,500</u> /EQR of impact per Title 13 of SMC	
Wastewater System Improvement Fee (Tap Fee)	<del>\$10,500</del> <u>12,500</u> /EQR of impact per Title 13 of SMC	

Irrigation Tap Fee	<del>\$1120</del> 1187.20.00	
Accent Light Special Review Fee	\$ 100	
Oil/Natural Gas Well Inspection Fee	\$1000	
Oil/Natural Gas Well Application Fee	\$2500	
Mineral Extraction Application Fee	\$1000	
Mineral Extraction Inspection Fee	\$1000	
Adult Entertainment Initial Application	\$2500	
Adult Entertainment Annual Fee	\$ 250	
Adult Entertainment Manager Fee	\$ 75	
Adult Entertainment Business License Transfer Fee	\$ 200	
Marijuana Establishment Permit Fee (Initial)	\$5000	
Marijuana Establishment Operating Fee (Annual)	\$2000	
Marijuana Establishment Inspection Fee ( <del>Annual</del> at discretion of the town)	\$ 500	
Marijuana Establishment Audit Fee ( <del>Annual</del> at discretion of the town)	\$ 500	
Marijuana Establishment Audit Fee (Special)	Actual	
Marijuana Establishment Late Application Filing Fee (in addition to annual fee)	\$ 500	
Marijuana Establishment Transfer Fee	\$2000	
Solar/Photovoltaic Installation Fee	\$ 50	
Street Cut Fee and Deposit per SMC 2.44.070 and 12.12.040	<b>Fee</b> \$ 100	<b>Deposit</b> \$ 4500
Alley Cut Fee and Deposit per SMC 2.44.070	<b>Fee</b> \$ 100	<b>Deposit</b> \$ 1000
<b>Building Valuation for Permit Fees</b>		
<b>Structure Type</b>	<b>Material</b>	<b>Valuation/Sq. Ft</b>
Apartment Houses	Masonry	\$ <del>107.79</del> 114.26
	Wood Frame	\$ <del>99.89</del> 105.88
Assisted Living Facilities		\$ <del>112.00</del> 118.72
Auditoriums		\$ <del>106.94</del> 113.36

Commented [SM4]: 6% increase

Commented [SM5]: 6% increase for all permit fees

Banks		\$ <del>153.49</del> 162.70
Bowling Alleys		\$ <del>50.26</del> 53.28
Canopies (Outdoor)		\$ <del>41.41</del> 43.89
Canopies (As additional floor space, with walls)		\$ <del>64.41</del> 68.27
Churches		\$ <del>103.32</del> 109.52
Commercial Tenant Remodel		\$ <del>22.51</del> 23.86
<u>Commercial Tenant Original Finish</u>		\$ <del>83.80</del>
Convalescent (Nursing) Homes		\$ <del>141.29</del> 149.77
Decks and Porches (New construction only)		\$ <del>15.01</del> 15.91
Residential Dwellings	Masonry	\$ <del>117.76</del> 124.83
	Wood Frame	\$ <del>112.30</del> 119.04
	Basement	\$ <del>28.19</del> 29.88
Fire Stations		\$ <del>112.65</del> 119.41
Homes for Elderly, Assisted Living Facilities		\$ <del>111.99</del> 118.71
Hospitals		\$ <del>177.51</del> 184.56
Hotels and Motels		\$ <del>106.77</del> 113.18
Industrial Plants		\$ <del>85.49</del> 90.62
Jails		\$ <del>162.98</del> 172.76
Libraries		\$ <del>106.28</del> 112.66
Medical Clinics/Offices		\$ <del>125.83</del> 133.38
Offices for Business		\$ <del>106.28</del> 112.66
Private Garages	Masonry	\$ <del>33.30</del> 35.30
	Wood Frame	\$ <del>29.53</del> 31.30
	Carports	\$ <del>20.17</del> 21.38
Public Garages		\$ <del>48.74</del> 51.66
Public Buildings (Offices)		\$ <del>106.28</del> 112.66
Restaurants		\$ <del>94.62</del> 100.30
Retail Buildings		\$ <del>79.06</del> 83.80
Schools (Public or Private)		\$ <del>111.68</del> 118.38
Service/Gas Stations		\$ <del>113.36</del> 120.16
	Canopies	\$ <del>41.41</del> 43.89
Theaters, Community Centers, Civic Halls		\$ <del>109.99</del> 116.59
Warehouses, Mini-Warehouses, Storage Facilities		\$ <del>46.71</del> 49.51
<b>Building Permit Fee Schedule</b>	<u>Includes new builds (residential &amp; commercial), ADU's and additions</u>	
<b>Total Valuation</b>	<b>Permit Fee</b>	
\$ 1.00 to \$500	<del>\$23.50</del> 50.00	
\$501 to \$2,000	\$ <del>25.85</del> 27.40 for the first \$500.00 plus \$3. <del>05</del> 23 for each additional \$100.00, or fraction thereof, up to and including \$2,000.00	



\$2,001 to \$25,000	\$ <del>76.1880.75</del> for the first \$2,000.00 plus \$14. <del>0084</del> for each additional \$1,000.00, or fraction thereof, up to and including \$25,000.00
\$25,001 to \$50,000	\$ <del>430.38456.20</del> for the first \$25,000.00 plus \$10. <del>4971</del> for each additional \$1,000, or fraction thereof, up to and including \$50,000.00
\$50,001 to \$100,000	\$ <del>708.02750.50</del> for the first \$50,000.00 plus \$7. <del>0042</del> for each additional \$1,000, or fraction thereof, up to and including \$100,000.00
\$100,001 to \$500,000	\$ <del>1093.131158.72</del> for the first \$100,000.00 plus \$5. <del>6094</del> for each additional \$1,000, or fraction thereof, up to and including \$500,000.00
\$500,001 to \$1,000,000	\$ <del>3557.133770.56</del> for the first \$500,000.00 plus \$4. <del>755.04</del> for each additional \$1,000.00, or fraction thereof, up to and including \$1,000,000.00
\$1,000,001 and up	\$ <del>6469.636539.81</del> for the first \$1,000,000.00 plus \$3. <del>4534</del> for each additional \$1,000.00, or fraction thereof.
<b>Other Inspections and Fees</b>	
Inspections outside of normal business hours (minimum charge 2 hours)	Fee \$ <del>51.7062.50/hr*</del>
Re-inspection fees (minimum charge 1 hour)	\$ <del>51.7062.50/hr*</del>
Other fees (minimum ½ hour)	\$ <del>51.7062.50/hr*</del>
Basement finish on existing structure (Not Additional Dwelling Unit)	\$ 250
<del>Re-roofing of one building or structure</del>	<del>\$ — 50</del>
<del>Automatic Irrigation System (public, private or governmental)</del>	<del>\$ — 50</del>
<del>Fence (commercial or residential)</del>	<del>\$ — 50</del>
<del>Shed (200 square feet or less)</del>	<del>\$ — 50</del>
<del>Exterior Siding (including stucco, stone, wood, metal, etc.)</del>	<del>\$ — 50</del>
<del>Window or Exterior Door Replacement</del>	<del>\$ — 50</del>
HUD Manufactured Home Installation Permit	\$ 375
HUD Manufactured Home Plan Review	\$ 275
<del>Installation of mechanical appliances</del> Miscellaneous Permits (including deck, fence, shed, mechanical, plumbing, re-roof, irrigation siding, window/door replacement)	\$ 50, <u>plus actual cost of a plan if review is required</u>
<del>Mechanical systems: addition, alteration or remodel (includes 2 inspections)</del>	<del>\$ — 50</del>
<del>Mechanical systems: new construction, residential or commercial</del>	<del>\$ — 50</del>
<del>Water heater installation and inspection</del>	<del>\$ — 50</del>
<del>Plumbing systems: new construction, residential or commercial</del>	<del>\$ — 50</del>
<del>Plumbing systems: addition, alteration or remodel (includes 2 inspections)</del>	<del>\$ — 50</del>
Fee for failure to return sales tax exempt form per SMC 3.16.090	\$ 250
Excavation permit fee per SMC 12.12.010	\$ 50
Permit extension fee SMC 15.02.120	Half the permit fee

<b>Easement License Fees – Per SMC 12.28.040</b>			
<u>A. Open trench installation or repair, perpendicular to the roadway centerline</u>		<u>\$250*</u>	
<u>B. Open trench installation or repair, parallel to the roadway centerline</u>		<u>\$250*</u>	
<u>C. Under water type installation</u>		<u>\$250*</u>	
<u>D. Overhead installation with poles or structures in Town ROW</u>		<u>\$250*</u>	
<u>E. Overhead installation without poles or structures in Town ROW</u>		<u>\$250*</u>	
<u>F. Boring under, across, through Town ROW</u>		<u>\$250*</u>	
<u>G. Fence on municipal property</u>		<u>\$250*</u>	
<u>*Plus all applicable associated building permit fees</u>			
<b>Type of Contractor's License</b>	<b>Application Fee (1-1 to 7-31) (operating between 1-1 &amp; 7-31)</b>	<b>Application Fee (8-1 to 12-31) (if not operating before 8-1)</b>	
Commercial Class AA	\$175	\$125	
Commercial Class A	\$150	\$100	
Commercial Class B	\$ 75	\$ 50	
Homebuilder Class C	\$ 50	\$ 30	
Masonry	\$ 50	\$ 30	
Concrete & Form	\$ 50	\$ 30	
Excavation	\$ 50	\$ 30	
House & Building Mover	\$ 40	\$ 30	
Demolition	\$ 40	\$ 30	
Mobile Home Installers	\$ 25	\$ 15	
Specialty Contractors	\$ 50	\$ 30	
<b>BEST Test Application Fee</b>	<b>Type of Exam/Time Limit</b>	<b>Fee</b>	<b>Renewal Fee*</b>
Class AA (Unlimited)	125 Questions/8 hour time limit	\$125	\$ 50
Class A (Commercial Limited)	100 Questions/6 hour time limit	\$100	\$ 50
Class B (Light Commercial Limited)	75 Questions/5 hour time limit	\$ 75	\$ 50
Class C (Homebuilder)	60 Questions/4 hour time limit	\$ 60	\$ 50
Mechanical	40 Questions/3 hour time limit	\$ 50	\$ 35
Masonry	25 Questions/2 hour time limit	\$ 50	\$ 35

Concrete	25 Questions/2 hour time limit	\$ 50	\$ 35
Drywall	25 Questions/2 hour time limit	\$ 50	\$ 35
Framing	40 Questions/3 hour time limit	\$ 50	\$ 35
Roofing	25 Questions/2 hour time limit	\$ 50	\$ 35
Metal Stud/Structural Steel	25 Questions/2 hour time limit	\$ 50	\$ 35
Exterior Siding	25 Questions/2 hour time limit	\$ 50	\$ 35
Excavation	25 Questions/2 hour time limit	\$ 50	\$ 35

\*Renewal may only occur prior to expiration of BEST Card.

Trash Collection Fee	Residence	Senior Residence
	\$35.06/month (potential <u>annual</u> increases of 5% in <u>August</u> July, 2023)	\$31.08/month (potential <u>annual</u> increases of 5% in <u>August</u> July, 2023)
Single Family Residential Dwellings, Multi-Family Residential Dwellings, Governmental, Non-Profit, Commercial Irrigation Water Rates	Irrigable Square Footage	Fee
	0-3,499	\$ <del>17.38</del> 17.90/month
	3,500-3,999	\$ <del>19.85</del> 20.45/month
	4,000-4,499	\$ <del>22.50</del> 23.18/month
	4,500-4,999	\$ <del>25.30</del> 26.06/month
	5,000-5,499	\$ <del>28.20</del> 29.05/month
	5,500-5,999	\$ <del>31.25</del> 32.19/month
	6,000-6,499	\$ <del>34.44</del> 35.47/month
	6,500-6,999	\$ <del>37.78</del> 38.91/month
	7000-7499	\$42.50
	7500-7999	\$46.06
	8000-8499	\$49.65
	8500-8999	\$53.21
	9000-9499	\$56.79
	9500-999	\$60.38
	10000-10499	\$63.94
	10500-10999	\$67.52
	11000-11499	\$71.10
	11500-11999	\$74.68

Commented [SM6]: 3% increase



	12000-12499	\$78.24
	14000-14499	\$88.97
	15000-15499	\$97.36
	16000-16499	\$103.29
	17000-17499	\$110.45
7,000-sf and over, per 500-square feet, if allowed		\$41.26/month/500 ft.
Seniors, disabled, and Vacant lots with taps Unit rates and lots under construction up to 180 days	Any	Half the normal monthly rate
Turn-on/turn-off fee for irrigation service, if applicable	Any	\$10
<b>Domestic Water Rates</b>		
Single Family and Multi-Family Residential Dwellings, Governmental, Non-Profit, Commercial Domestic Water Rates	Gallons	Minimum Monthly Charge (base rate) for in- town users*
A.	Up to 2,000 gal/EQR	<del>\$52.62</del> 94.85/EQR
B.	Each additional 1,000, or portion thereof over 2,000 (per EQR), up to 6,000 gallons (per EQR)	\$ <del>996.00</del>
C.	Each additional 1,000, or portion thereof over 6,000 (per EQR), up to 10,000 gallons (per EQR)	\$ <del>1,996.75</del>
D.	Each additional 1,000, or portion thereof over 10,000 (per EQR), up to 14,000 gallons (per EQR)	\$ <del>3,317.50</del>
E.	Each additional 1,000, or portion thereof over 14,000 (per EQR), up to 18,000 gallons (per EQR)	<del>\$6,618.25</del> for commercial <del>\$6,618.25</del> for residential <del>\$5,298.25</del> for commercial bulk customer
F.	Each additional 1,000, or portion thereof over 18,001 gallons	<del>\$6,619.00</del>

G. Stand-by rate (applies to only those properties that are vacant/empty and not intended for use by snowbirds)		Half the normal monthly rate
H. Non-Access to Meter Fee		\$50/first month \$75 second month \$100 each additional month
I. Non-Access to Curb Stops		\$50/first month \$75 second month \$100 each additional month
J. Meter Testing Fee		\$50
K. Upper Pressure Zone Surcharge		<del>\$444.91</del> 471.60/EQR
L. Unauthorized Water Turn-On or Shut-Off Fee		\$ 50
M. Water Shut-Off/Turn-On due to non-payment		\$ 60 (\$30 for each action)
N. Door Hanger Processing fee		\$ 15
O. Late payment penalty fee		5%
P. Turn-On or Shut-Off Fee at Consumer's Request 8 a.m. to 4 p.m. M-F		\$ 15
Q. N. 1 <sup>st</sup> Turn-On or 1 <sup>st</sup> Shut-Off Fee at Consumer's Request outside normal business hours		\$ 35
R. Subsequent Turn-On or Shut-Off Fee following Waste/Sprinkling Violation		\$ 50
S. Repair/Replacement of Water Meter as a result of tampering		Actual Costs + \$25
T. Installation of		Actual Costs + \$25

Commented [SM7]: 6% increase



**Pressure Reducing  
Valves**

\*Out of Town water consumers shall comply with Section 13.04.080 of Silt Municipal Code.

**Bulk Domestic  
Water Rates**

Location of Bulk Water	Gallons	Minimum Monthly Charge (base rate) *
Fire Hydrant	1,000	\$28.75 Same rate charged to all in town water users + \$5000 deposit
Fire Hydrant Meter		\$2000 deposit
Front Street	1,000	\$28.75 Same rate charged to all in town water users
7 <sup>th</sup> Street	1,000	\$28.75 Same rate charged to all in town water users

**Wastewater Rates**

<b>Seniors, disabled, vacant lots with taps and lots under construction up to 180 days Single Family &amp; Multi- Family Residential Dwellings, Governmental, Non-Profit, Commercial Wastewater Rates</b>	<b>Any Gallons</b>	<b>Half the normal monthly rate Minimum Monthly Charge (base rate) for in- town users*</b>
A.	Up to 6,000 gal/EQR	\$71.56/EQR
B.	Each additional 1,000, or portion thereof over 2,000 (per EQR), up to 6,000 gallons (per EQR)	\$2.65
C.	Bulk consumer fee for each 1,000 gallons, or portion thereof over 6,000 (per EQR)	\$1.85
D.	Bulk consumer 1-time dump fee per 1,000	\$48.56

\*Out of Town wastewater customers are subject to Section 13.08.030 of the Silt Municipal Code.

**Easement License Fees**

A. Open trench installation or repair, perpendicular to	\$750 plus \$5/square
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the roadway centerline, per SMC 12.28.040 (A)	foot and/or lineal foot of installation
B. Open trench installation or repair, parallel to the roadway centerline, per SMC 12.28.040 (B)	\$750 plus \$2/square foot and/or lineal foot of installation
C. Under water type installation, per SMC 12.28.040 (C)	\$750 plus \$.20 per lineal foot and/or square foot of installation
D. Overhead installation with poles or structures in Town ROW per SMC 12.28.040 (D)	\$750 plus \$.20 per lineal foot and/or square foot of installation
E. Overhead installation without poles or structures in Town ROW per SMC 12.28.040 (E)	\$300 plus \$.20 per lineal foot and/or square foot of installation
F. Boring under, across, through Town ROW	\$300 plus \$.10 per square foot and/or lineal foot of installation or repair
G. Fence on municipal property	\$300 plus \$.10 per square foot and/or lineal foot of installation or repair
<b>Telephone Utility Tax per SMC 3.20.030</b>	<b>\$ 900</b>

**NOW, THEREFORE BE IT RESOLVED**, that the Town of Silt Board of Trustees approves the preceding fees and fee schedules that will be effective from January 1, 20234 to December 31, 20234.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS** 11<sup>th</sup> day of December 2023.

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

		MODEL TRAFFIC CODE / PENALTY ASSESSMENT SCHEDULE							
CODE TITLE		FINE	S/C	VIC	TOTAL	CC	PTS		
TRAFFIC REGULATIONS-GENERALLY									
106(5)(a)(ii)	Failure to Comply With Snow Tire or Chain Req	50.00	5.00	19.00	74.00	562	0		
107	Disobeyed Police Officer or Fireman	SUMMONS							
109(2)	Rider Failed to Ride Astride Motorized Bike	50.00	5.00	19.00	74.00	925	0		
109(3)	Too Many Occupants on Motorized Bike	50.00	5.00	19.00	74.00	925	0		
109(4)	Rider Clinging to Vehicle	50.00	5.00	19.00	74.00		0		
109(5)	Failed to Ride Motorized Bike on Right Side of Road	50.00	5.00	19.00	74.00	926	0		
109(6)	Riders of Motorized Bike Rode More than Two Abreast	50.00	5.00	19.00	74.00	926	0		
109(6.5)	No helmet for riders and passengers under 18 yrs of age	100.00	10.00	37.00	147.00	926			
109(9)	Use of Skis, Skateboards, Skates, Sleds, ATV's	50.00	5.00	19.00	74.00	909	0		
	or Other Devices on Highways								
	1st Offense	50.00	5.00	19.00	74.00				
	2nd Offense	50.00	5.00	19.00	74.00				
	3rd (or subsequent) Offense	SUMMONS							
109(13)	Skating and Skateboarding Prohibited in Colorado River	50.00	5.00	19.00	74.00		0		
	Pedestrian Bridge								
114	Failure to display registration	SUMMONS							
EQUIPMENT VIOLATIONS									
201(1)	Too Many Occupants in Front Seat	50.00	5.00	19.00	74.00	451	0		
201(2)	Allowing Passenger to Ride in Dangerous Manner	50.00	5.00	19.00	74.00	456	0		
201(3)	Driving Vehicle w/Television Screen in Front Seat	50.00	5.00	19.00	74.00	465	0		
201(4)	Obstructed View Through Required Glass Equipment	50.00	5.00	19.00	74.00	466	0		
201(5)	Interfering With Driver	SUMMONS				454	0		
201(6)	Rode Vehicle Where not Designated for Passenger	50.00	5.00	19.00	74.00	456	0		
202(1)	Operated Unsafe Vehicle w/o Required Equipment	50.00	5.00	19.00	74.00	452	0		
204(1)	Drove Without Headlamps on (Visibility less 1000' Ft)	50.00	5.00	19.00	74.00	610	0		
205(1)	Vehicle with Improper Headlights	50.00	5.00	19.00	74.00	612	0		
205(2)	Motorcycle With no/too Many Headlights	50.00	5.00	19.00	74.00	614	0		
205(3)	Height of Headlamps Failed to Meet Requirements	50.00	5.00	19.00	74.00	612	0		
206(1)	Vehicle With Defective, Improper or no Tail Lights	50.00	5.00	19.00	74.00	615	0		
206(3)	No License Plate Light	50.00	5.00	19.00	74.00	619	0		
206(4)	1958 or Newer Vehicle Failed to Have Two Reflectors	50.00	5.00	19.00	74.00	617	0		
217(1)(A)	Fail to Dim Lights Approaching	50.00	5.00	19.00	74.00	632	2		
217(1)(B)	Fail to Dim Lights Following	50.00	5.00	19.00	74.00	632	2		
223(1)(A)	Vehicle did not Have Adequate Brakes	50.00	5.00	19.00	74.00	548	2		
223(1)(B)	Motorcycle/Motorized Bicycle not Equipped with one Brake	50.00	5.00	19.00	74.00	548	2		
224(1)	Operated Vehicle Without Horn as Required	50.00	5.00	19.00	74.00	550	0		
224(3)	Bicycle or Motorized Bicycle with Siren or Whistle	50.00	5.00	19.00	74.00	551	0		
224(4)	Snow Removal Equipment Shall Display Flashing Yellow Lights	50.00	5.00	19.00	74.00		0		
224(5)(a)	Vehicles Exercise due Care Approaching/Overtaking Passing Snow Removal Equipment	SUMMONS					0		
224(5)(b)	Snowplow Driver Exempt for Violations Relating to Parking/Standing/Backing/Yielding Right of Way	50.00	5.00	19.00	74.00		0		
225(1)	Vehicle Shall be Equipped with Adequate Muffler	50.00	5.00	19.00	74.00	552	0		
226(1)	Vehicle Shall be Equipped with Adequate Mirrors	50.00	5.00	19.00	74.00	553	0		
226(2)	Side Mirrors Required When Rearview Obstructed	50.00	5.00	19.00	74.00	554	0		
227(1)(a)	Certain Materials Prohibited on Windows	50.00	5.00	19.00	74.00	466	0		
227(1)(d)	No Metallic or Mirrored Appearance on Windows	50.00	5.00	19.00	74.00	466	0		

# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

227(2)	No Windshield Wipers	50.00	5.00	19.00	74.00	555	0		
<b>CODE TITLE</b>		<b>FINE</b>	<b>S/C</b>	<b>VIC</b>	<b>TOTAL</b>	<b>CC</b>	<b>PTS</b>		
228(5)(a)	Vehicles Shall be Equipped with Tires in Safe Operating Condition	50.00	5.00	19.00	74.00	556	0		
231	Vehicle Being Driven with Park Lights	50.00	5.00	19.00	74.00	614	0		
232(1)	Driver/passenger Operated/Rode Motorcycle without Eye Protection	50.00	5.00	19.00	74.00	161	0		
232(3)	Carrying Passengers without Foot Rests	50.00	5.00	19.00	74.00	161	0		
236(2)(a)	Fail to Use Child Restraint System	80.00	8.00	30.00	118.00	574	0		
237(2)	Driver Failed to Use Seatbelt	80.00	8.00	30.00	118.00	575	0		
237(2)	Passenger Failed to Use Seatbelt	80.00	8.00	30.00	118.00	575	0		
239(2)	Misuse of wireless telephone						2		
	Under 18 - 1st offense	50.00	5.00	19.00	74.00				
	Under 18 - 2nd offense	100.00	10.00	37.00	147.00				
	Under 18 - 3rd offense	SUMMONS							
239(3)	18 and over engaged in texting	300.00	30.00	111.00	441.00				
314(6)(a)	Nuisance exhibition of motor vehicle exhaust	100.00	10.00	37.00	147.00		0		
<b>SIZE WEIGHT LOAD</b>									
501	Operated Oversize, Overweight Vehicle Without Permission	SUMMONS							
502(1)	Width of Vehicle Exceeded One Hundred Two Inches Overall	SUMMONS				510	M		
502(3)	Vehicle had Unlawful Chains,Rope or Dragging Chain	SUMMONS				561	M		
503	Unlawful Load on Passenger Vehicle	SUMMONS				514	M		
504(1)	Height of Vehicle Exceeded 14'6" on Designated Road	SUMMONS				518	M		
504(2)	Vehicle Exceeded 45' Overall Length	SUMMONS				520	M		
504(4)	Combination of Vehicles Exceeded 4 Units or 75' Overall	SUMMONS				521	OM		
506(1)	Tow Bar or Chain Exceeded 15 Feet	SUMMONS				473	OM		
506(2)	No White Flag or Cloth on Two Rope/Chain	SUMMONS				471	OM		
506(3)	No Safety Chain or Insufficient Chain	SUMMONS				472	OM		
<b>SIGNALS, SIGNS &amp; MARKINGS</b>									
603(1)	Failed to Observe/Disregard Traffic Control Device	100.00	10.00	37.00	147.00	300	4		
604(1)(a)(I)	Fail to Yield to Pedestrian at Controlled Intersection	100.00	10.00	37.00	147.00	307	4		
604(1)(a)(II)	Disobeyed Green Turn Arrow	100.00	10.00	37.00	147.00	308	4		
604(1)(c)(I)	Disobeyed Red Light	100.00	10.00	37.00	147.00	304	4		
604(1)(c)(I)(a)	Failed to Yield to Pedestrian/Vehicle When Turning on Red Light	100.00	10.00	37.00	147.00	370	3		
604(I)(e)	Violation of Lane Direction Control Device	100.00	10.00	37.00	147.00	220	4		
605(1)(a)	Failed to Obey Flashing Red Light	80.00	8.00	30.00	118.00	307	4		
606(1)	Displayed Unofficial Traffic Control Sign/Device Unauthorized Sign/Traffic Sign/Signal	50.00	5.00	19.00	74.00	312	0		
607	Interfering with Official Traffic Control Device	100.00	10.00	37.00	147.00	312	OM		
608	Failure to Have Signal Lights	50.00	5.00	19.00	74.00	540	2		
609	Improper Hand Signals	50.00	5.00	19.00	74.00	438	2		
610	Unauthorized Insignia	50.00	5.00	19.00	74.00	541	0		
611(2)	Misuse of Distress Flag	SUMMONS					OM		
<b>RIGHTS OF WAY</b>									
701(1)	Failed to Yield to Vehicle on Right	80.00	8.00	30.00	118.00	371	4		
702	Failed to Yield When Making Left Turn	80.00	8.00	30.00	118.00	278	3		
703(3)	Failed to Stop at Stop Sign	80.00	8.00	30.00	118.00	319	4		

# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

703(3)	Failed to Yield After Stop Sign	80.00	8.00	30.00	118.00	373	3	120 fine	176 total
<b>CODE TITLE</b>		<b>FINE</b>	<b>S/C</b>	<b>VIC</b>	<b>TOTAL</b>	<b>CC</b>	<b>PTS</b>		20% inc
703(4)	Failed to Yield After Yield Sign	80.00	8.00	30.00	118.00	372	4		
704	Failed to Yield Entering Roadway From Private Drive	80.00	8.00	30.00	118.00	374	3		
705	Failed to Yield to Emergency Vehicle	100.00	10.00	37.00	147.00	375	4		
706(1)(A)	Failed to Obey RR Crossing	80.00	8.00	30.00	118.00	315	4		
707(1)	Certain Vehicles Stop at RR Crossing	SUMMONS				317	4M		
708(1)	Moving Heavy Equipment at RR Crossing	50.00	5.00	19.00	74.00	318	0		
709	Stopped, Obstructing Intersection or RR Crossing	80.00	8.00	30.00	118.00		3		
710(1)	Failed to Yield to Pedestrian When Emerging From Alley/Driveway	80.00	8.00	30.00	118.00	378	4		
710(2)	Failed to Yield to Pedestrian When Entering Alley or Street	80.00	8.00	30.00	118.00	379	3		
711	Drove Vehicle Improperly on Mountain Highway	100.00	10.00	37.00	147.00	146	3		
712	Failed to Yield Right of Way to Authorized Vehicle or Pedestrian in Highway Work Area	80.00	8.00	30.00	118.00	382	3		
<b>PEDESTRIAN RIGHTS &amp; DUTIES</b>									
801(1)	Pedestrian Failed to Obey Traffic Signal	50.00	5.00	19.00	74.00	400	0		
802(1)	Driver Fails to Yield to Pedestrian at Uncontrolled Intersection	80.00	8.00	30.00	118.00	411	4		
802(3)	Pedestrian Suddenly Enters or Jumps Into Path of Vehicle	50.00	5.00	19.00	74.00	411	0		
802(4)	Driver (same direction) Overtakes Vehicle Yielding to Pedestrian	100.00	10.00	37.00	147.00	203	3		
802(5)(a)	Failure to Yield to Pedestrian in a Controlled Intersection	100.00	10.00	37.00	147.00	307	3		
803(3)	Pedestrian Crossing Outside of Crosswalk Jay-Walking	50.00	5.00	19.00	74.00		0		
805(1)	Pedestrian Walking or Traveling in Wheelchair on Roadway Where Prohibited	50.00	5.00	19.00	74.00	403	0		
805(2)	Soliciting Rides on Highway	50.00	5.00	19.00	74.00	404	0		
805(3)	Intoxicated Pedestrian on Roadway	SUMMONS				103	0		
805(6)	Soliciting Rides in Other than Permitted Areas	50.00	5.00	19.00	74.00	404	0		
805(7)	Picking Up Pedestrians on Roadway	50.00	5.00	19.00	74.00		0		
806	Drove Through Safety Zone	80.00	8.00	30.00	118.00	145	3		
807	Fail to Use Due Care and Give Warning to Pedestrian on Roadway	80.00	8.00	30.00	118.00	381	4		
808	Fail to Yield to Person Wholly/Partially Disabled	100.00	10.00	37.00	147.00	380	6		
<b>TURNING/STOPPING</b>									
901(1)(a)	Improper Right Turn	80.00	8.00	30.00	118.00	274	3		
901(1)(b)	Improper Left Turn	80.00	8.00	30.00	118.00	273	3		
901(1)(c)	Failed to Use Left Turn Lane When Turning Left	80.00	8.00	30.00	118.00	276	3		
902(1)	Made U Turn on Hill or Grade	80.00	8.00	30.00	118.00	277	3		
902(2)	Made Turn in Front of Approaching Traffic	80.00	8.00	30.00	118.00	278	3		
902(3)	Made U Turn Where Prohibited	80.00	8.00	30.00	118.00	433	2		
903(2)	Failed to Signal or Gave Improper Signal	80.00	8.00	30.00	118.00	433	2		
903(1)	Fail to Signal for Turn	80.00	8.00	30.00	118.00	434	2		
903(3)	Fail to Signal for Stop	80.00	8.00	30.00	118.00	435	2		
903(4)	Unlawful Use of Flashing Turn Signal	80.00	8.00	30.00	118.00	436	2		
<b>DRIVING OVERTAKING PASSING</b>									
1001(1)	Drove on Wrong Side of Road	80.00	8.00	30.00	118.00	250	4		
1002	Fail to Pass to Right of On-Coming Traffic	100.00	10.00	37.00	147.00	190	4		



# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

1003(1)(a)	Improper Passing (overtaking vehicle on left)	100.00	10.00	37.00	147.00	192	4		
<b>CODE TITLE</b>		<b>FINE</b>	<b>S/C</b>	<b>VIC</b>	<b>TOTAL</b>	<b>CC</b>	<b>PTS</b>		
1003(1)(b)	Fail to Give Way When Being Passed	100.00	10.00	37.00	147.00	192	4		
1004	Improper Passing (overtaking vehicle on right)	100.00	10.00	37.00	147.00	194	4		
1005(1)	Passed on Left When Left not Clear of Traffic	100.00	10.00	37.00	147.00	195	4		
1005(3)	Passed on Double Yellow/No Passing Lane	100.00	10.00	37.00	147.00	199	4		
1006(1)	Drove Wrong Way on One Way Street	80.00	8.00	30.00	118.00	254	3		
1006(1)	Drove Wrong Way on One Way Alley	80.00	8.00	30.00	118.00	255	3		
1006(2)	Drove Vehicle Wrong Way Around Rotary Island	80.00	8.00	30.00	118.00	256	3		
1007(1)(a)	Fail to Drive in Single Lane (weaving)	100.00	10.00	37.00	147.00	223	3		
1007(1)(a)	Made Unsafe Lane Change	100.00	10.00	37.00	147.00	221	3		
1007(1)(b)	Passed on Shoulder on Right of Vehicle in Right Hand Lane	100.00	10.00	37.00	147.00	222	4		
1007(1)(c)	Fail to Obey Land Direction Control Device	100.00	10.00	37.00	147.00	220	4		
1008(1)	Following Too Closely	100.00	10.00	37.00	147.00	142	4		
1009(1)	Coasting Vehicle out of Gear	80.00	8.00	30.00	118.00	147	3		
1009(2)	Coasting Commercial Vehicle out of Gear	80.00	8.00	30.00	118.00	148	3		
1010(1)	Drove on Wrong Side of Divided Highway	80.00	8.00	30.00	118.00	253	4		
1010(1)	Unlawful Cross Median	80.00	8.00	30.00	118.00	227	4		
1010(2)	Improper Enter Freeway	80.00	8.00	30.00	118.00	228	4		
1011	Unlawful use of Runaway Ramp					231	3		
<b>SPEEDING REGULATIONS</b>									
1101	1-4 Over	50.00	5.00	19.00	74.00	020	0		
1101	5-9 Over	80.00	8.00	30.00	118.00	004	1		
1101	10-19 Over	100.00	10.00	37.00	147.00	005	4		
1101	20-24 Over	200.00	20.00	74.00	294.00	006	6		
1101	25 or More Over	SUMMONS							
1101	Speeding (10-14 Overlimit in a Commercial Vehicle)	100.00	10.00	37.00	147.00	015	4		
1101	1-4 Over posted limit in construction/school zone	100.00	10.00	37.00	147.00				
1101	5-9 Over posted limit in construction/school zone	160.00	16.00	59.00	235.00				
1101	10-19 Over posted limit in construction/school zone	200.00	20.00	74.00	294.00				
1101	20-24 Over posted limit in construction/school zone	400.00	40.00	148.00	588.00				
1101	25 or More Over posted limit in construction/school zone	SUMMONS							
1101(3)	Too Fast for Conditions (due care)	100.00	10.00	37.00	147.00	007	3		
1103(1)	Impeding Normal Flow of Traffic	80.00	8.00	30.00	118.00	008	3		
1105(1)	Speed Contest	SUMMONS				001	12M		
<b>PARKING VIOLATIONS</b>									
1201	Unsafe Move From Parked Position	50.00	5.00	19.00	74.00	144	3		
1203	Storing, Parking or Leaving Inoperable Dismantled or Other Such Vehicle Prohibited	20.00					0	40	total
1204(1)(A)	Parked on Sidewalk	20.00					0	40	
1204(1)(B)	Parked in Intersection	20.00					0	40	
1204(1)(C)	Parked in Crosswalk	20.00					0	40	
1204(1)(D)	Parked in Safety Zone	20.00					0	40	
1204(1)(E)	Parked Alongside/Opposite Excavation or Obstruction Obstructing Traffic	20.00					0	40	
1204(1)(F)	Double Parked	20.00					0	40	
1204(1)(G)	Parked on Bridge or Within Tunnel	20.00					0	40	
1204(1)(H)	Parked on Railroad Tracks	20.00					0	40	
1204(1)(I)	Parked on Controlled Access Highway	20.00					0	40	
1204(1)(J)	Parked in Area Between Roadways of Divided Highway Including Crossovers	20.00					0	40	

# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

1204(1)(K)	Parked Where Prohibited by Sign	20.00					0	40	
<b>CODE TITLE</b>		<b>FINE</b>	<b>S/C</b>	<b>VIC</b>	<b>TOTAL</b>	<b>CC</b>	<b>PTS</b>		
1204(2)(A)	Parked Within 5' of Public/Private Driveway	20.00					0	40	
1204(2)(B)	Parked Within 15' of Fire Hydrant	20.00					0	100	
1204(2)(C)	Parked Within 20' of Crosswalk at Intersection	20.00					0	40	
1204(2)(D)	Parked Within 30' of Traffic Control Signal	20.00					0	40	
1204(2)(E)	Parked Within 20' of Fire Station Driveway	20.00					0	40	
1204(2)(F)	Parked Where Signs Prohibit Standing	20.00					0	40	
1204(3)(A)	Parked Within 50' of Railroad Crossing	20.00					0	40	
1204(6)	Parking Obstructing Traffic or Maintenance Prohibited	20.00					0	40	
1204(8)	Parking in Alley Prohibited Except for Expeditious Loading and Unloading	20.00					0	40	
1205(1)	Parked More than 12" From Curb/parked on Wrong Side of Street	20.00					0	40	
1205(2)	Parked More than 12" From Curb/One Way Street	20.00					0	40	
1205(3)	Failed to Angle Park Where Marked	20.00					0	40	
1206	Illegal Unattended Vehicle	20.00					0	40	
1206(2)(1)	Vehicle Parked on Roadway to Sell Vehicle	20.00					0	40	
1206(2)(2)	Greasing, Painting or Repairing Vehicle on Roadway (except for emergencies)	20.00					0	40	
1206(2)(3)	Vehicle Parked on Roadway Display Advertising	20.00					0	40	
1206(6)	Parking of Certain Vehicles for More than Two Hours Prohibited; Parking of Construction Equipment Without Permit Prohibited	20.00					0	40	
1207	Opened/Left Open Door into Path of Traffic	20.00					0	40	
<b>HANDICAPS/DISABILITY PARKING</b>									
1208(6)	Handicap Parking	150.00					0	200	
1208(7)	Non-Disabled Person Used Disability Placard/License Plate of Disabled Person	100.00	10.00	37.00	147.00		0	200	
<b>BACKING</b>									
1211	Unsafe Backing	SUMMONS				153	2		
<b>OTHER OFFENSES</b>									
1401	Reckless Driving	SUMMONS					8M		
1402	Careless Driving - (no accident)	150.00	15.00	56.00	221.00	141	4M		
	Careless Driving - (with accident)	SUMMONS							
1403	Following or Parking Too Close to Fire Apparatus	50.00	5.00	19.00	74.00	149	3		
1404	Crossing Fire Hose	50.00	5.00	19.00	74.00	150	0		
1405	Riding in Trailer Prohibited	50.00	5.00	19.00	74.00	156	0		
1406(1)	Littering Highway	50.00	5.00	19.00	74.00	496	0		
1406(2)	Dropping Lighted or Burning Material on Roadway	50.00	5.00	19.00	74.00	496	0		
1406(3)	Wrecker Operator Failed to Remove Litter after Tow	50.00	5.00	19.00	74.00	490	0		
1407	Spilling or Leaking Loads on Street or Highway	SUMMONS				494	0M		
1408(3)(A)	Unlawful to Fail to Obey all Traffic Signs in Parklands	SUMMONS					0		
1408(3)(B)	Unlawful to park or Drive on Lawns, Fields, or any Other Place Other Than Roadways and Parking Areas	50.00	5.00	19.00	74.00	156	0		
1409(3)	Failed Present Immediate Evidence of Compulsory Insurance	250.00	25.00	93.00	368.00	957	4M		
1411	Driver Shall not Wear Earphones While Driving	SUMMONS				467	0		
1412(1)	Biker Failed to Obey Traffic Laws	50.00	5.00	19.00	74.00		0		
1412(3)	Too Many Occupants on Bike	50.00	5.00	19.00	74.00		0		
1412(4)	Bike Rider Clinging to Vehicle	50.00	5.00	19.00	74.00		0		
1412(5)	Bike Failed to Ride on Right Side of Road	50.00	5.00	19.00	74.00		0		



# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

1412(6)	Riders Rode More than Two Abreast on Road	50.00	5.00	19.00	74.00		0		
CODE TITLE		FINE	S/C	VIC	TOTAL	CC	PTS		
1412(6)(A)(II)	Riders Failed to Use Bike Path	50.00	5.00	19.00	74.00		0		
1412(7)	Rider Failed to Keep at Least One Hand on Handlebar	50.00	5.00	19.00	74.00		0		
1412(8)(A)	Bike Made Improper Left Turn	50.00	5.00	19.00	74.00		0		
1412(9)(A)	Bike Failed to Signal Turn	50.00	5.00	19.00	74.00		0		
1412(10)(A)	Bike Failed to Yield Right of Way to Pedestrian on Sidewalk	50.00	5.00	19.00	74.00		0		
1412(10)(B)	Rode Bike on Sidewalk Where Prohibited	50.00	5.00	19.00	74.00		0		
1412(11)(A)	Illegal Parking of Bike	50.00	5.00	19.00	74.00		0		
1412(11)(B)	Bike Parked Obstructing Pedestrian Traffic	50.00	5.00	19.00	74.00		0		
1413	Eluding or Attempting to Elude a Peace Officer	SUMMONS				011	12M		
MOTORCYCLES									
1502(1)	Too Many Occupants on Motorcycle	50.00	5.00	19.00	74.00	157	3		
1502(2)	Rider Failed to Ride Astride on Motorcycle	50.00	5.00	19.00	74.00	157	3		
1502(3)	Carrying Articles on Motorcycle Which Prevents Rider From Keeping Both Hands on Handlebars	50.00	5.00	19.00	74.00	157	3		
1502(4)	Interfered With Motorcycle Operator	50.00	5.00	19.00	74.00	157	3		
1502(4.5)	Helmet required for persons under 18 years of age	100.00	10.00	37.00	147.00				
1503(2)	Operator Shall Not Overtake/Pass in Same Lane	50.00	5.00	19.00	74.00	226	3		
1503(3)	Shall Not Operate Between Lanes or Traffic or Between Lines of Vehicles	50.00	5.00	19.00	74.00	226	3		
1503(4)	Operated More Than Two Cycles Abreast	50.00	5.00	19.00	74.00	226	3		
1504	Attached or Clinging to Another Vehicle	50.00	5.00	19.00	74.00	157	3		
SCHOOL BUSES									
1903(1)(A)	Failure to Stop for School Bus With Flashing Red Lights	SUMMONS				420	6M		
1903(5)	School Bus Driver Failed to comply With Bus Law	SUMMONS				422	2		
1903(2)(C)	School Bus Failed to Use Flashing Lights	SUMMONS				422	2		
1903(3)	School Bus Failed to Extend Stop Signal	SUMMONS				422	2		
ANIMALS									
6.04.030	Inoculation/Dog License required	50.00	5.00	19.00	74.00				
6.04.130	Vehicular accidents with animals	SUMMONS							
6.04.140	Removal of Dead Animals Required	50.00	5.00	19.00	74.00				
6.04.150	Cruelty/Neglect of Animals	SUMMONS							
6.04.160	Removal of Animal Waste Required	50.00	5.00	19.00	74.00				
6.04.170	Dog at Large-1st Offense	50.00	5.00	19.00	74.00				
	Dog at Large-2nd Offense	100.00	10.00	37.00	147.00				
	Dog at Large-3rd (or subsequent) Offense	SUMMONS							
6.04.180	Vicious Dog(s)	SUMMONS							
6.04.190	Dogs Disturbing Peace & Quiet (Barking Dogs)								
	1st Offense	50.00	5.00	19.00	74.00				
	2nd Offense	100.00	10.00	37.00	147.00				
	3rd (or subsequent) Offense	SUMMONS							
6.04.210	Excessive Number of Dogs/Cats (max of 3 each)	SUMMONS							
6.04.240	Interference with Enforcement	SUMMONS							
6.04.250	Dogs in Town Parks	50.00	5.00	19.00	74.00				
6.04.260	Rest Area Designation	50.00	5.00	19.00	74.00				
6.04.270	Animal Litter	50.00	5.00	19.00	74.00				
6.08.010	Farm Animals Running at Large Prohibited	SUMMONS							
6.08.015	Prohibited Animals	SUMMONS							
6.08.140	Interfering with officers-farm animals	SUMMONS							

# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

CODE	TITLE	FINE	S/C	VIC	TOTAL	CC	PTS		
<b>HEALTH &amp; SAFETY + INTERFERENCE WITH PUBLIC IMPROVEMENTS</b>									
1.12.010	Violations Prohibited	SUMMONS							
8.04.020	Public Nuisance Declared	SUMMONS							
8.04.030	Duty to Maintain Property	SUMMONS							
8.05.020	Littering Prohibited	100.00	10.00	37.00	147.00				
8.12.010	Possession of Fireworks Prohibited (Refer to CRS 12-28-101 for specifics)	SUMMONS							
8.16.010	Abandonment of Subterranean Opening Prohibited	SUMMONS							
8.20.010	Burning Prohibited	SUMMONS							
8.20.030	Failed to Obtain Burn Permit	SUMMONS							
9.04.010	Tampering with Fire Hydrant	SUMMONS							
9.04.020	Tampering with Water Works & Gutters	SUMMONS							
9.04.030	Tampering with Water Lines & Meters	SUMMONS							
9.04.040(A)	Polluting Waterworks and/or Reservoir								
9.04.040(B)	" -Bathing or Swimming	SUMMONS							
9.04.040(C)	" -Ice Skating	SUMMONS							
12.04.010	Snow Removal - 1st offense	50.00	5.00	19.00	74.00				
	2nd Offense	100.00	10.00	37.00	147.00				
	3rd or subsequent offense	SUMMONS							
12.04.020	Failure to Remove Snow & Ice from Sidewalks - 1st off.	50.00	5.00	19.00	74.00				
	2nd Offense	100.00	10.00	37.00	147.00				
	3rd and subsequent offense	SUMMONS							
15.02.270	Property Numbering	SUMMONS							
<b>WATERING VIOLATIONS</b>									
13.02.060	Sprinkling, Spraying, or Irrigation-Hours and Day	100.00	10.00	37.00	147.00				
	Restrictions-1st Offense								
	Sprinkling, Spraying, or Irrigation-Hours and Day	200.00	20.00	74.00	294.00				
	Restrictions-2nd Offense								
	3rd (or subsequent) Offense	SUMMONS							
13.04.125	Bulk water - 1st Offense	100.00	10.00	37.00	147.00				
	2nd Offense	200.00	20.00	74.00	294.00				
	3rd (or subsequent) Offense	SUMMONS							
13.04.420	Sprinkling,Spraying, or Domestic-Hours and Day	100.00	10.00	37.00	147.00				
	Restrictions-1st Offense								
	Sprinkling, & Irrigation Violations-Wasteful Practices Prohibited-2nd Offense	200.00	20.00	74.00	294.00				
<b>PUBLIC PEACE, MORALS &amp; WELFARE</b>									
<b>I ALCOHOL BEVERAGES</b>									
9.08.010	Open Containers	100.00	10.00	37.00	147.00				
9.09.020(A)	For Sale or Deliver to Minors	SUMMONS							
9.09.020(B)	Underage Possession and/or Consumption of Alcohol	SUMMONS							
9.09.020(C)	Procuring/Attempt to Procure by Minors	SUMMONS							
9.09.020(D)	Public Consumption by Minors	SUMMONS							
9.09.020(E)	Parental Responsibility	SUMMONS							
9.09.020(F)	Services to Others Prohibited	SUMMONS							
9.09.020(G)	Unlawful Purchasing for Minors Prohibited	SUMMONS							
9.09.020(H)	False Identification to Purchase/Attempt to purchase Alcohol	SUMMONS							
9.09.030(A)	Establishment Restrictions-Minors on Premises	SUMMONS							

# TRAFFIC OFFENSES

## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

	Prohibited								
CODE	TITLE	FINE	S/C	VIC	TOTAL	CC	PTS		
9.09.030(B)	License Violations (see ordinance for specific provisions)	SUMMONS							
<b>II. MARIJUANA AND DRUG PARAPHERNALIA</b>									
9.10.010(A)	Possession of Marijuana Prohibited	SUMMONS							
9.10.010(C)	Possession of Marijuana Prohibited - Open Container	SUMMONS							
9.10.010(B)	Marijuana in Public Prohibited (Displays, Consumes Uses)	SUMMONS							
9.10.020(A)	Possession of Drug Paraphernalia Prohibited	SUMMONS							
9.10.020(B)	Sale or Delivery of Drug Paraphernalia Prohibited	SUMMONS							
9.10.020(C)	Advertisement for Sale of Drug Paraphernalia Prohibited	SUMMONS							
<b>III UNLAWFUL ACTS (DISORDERLY CONDUCT PROHIBITED)</b>									
9.12.010(A)	Assaults, Strikes, Kicks, or Injuries Another	SUMMONS							
(B)	Interferes/Obstructs Use of Public Place	SUMMONS							
(C)	Obscene Speech or Provoking Another (fighting words)	SUMMONS							
(D)	Begging in Public	SUMMONS							
(E)	Permits Prohibited Conduct in Home/Premises	SUMMONS							
9.12.020	Fighting	SUMMONS							
9.16.060(A)	Disturbing the Peace - Commercial	SUMMONS							
9.16.060(B)	Disturbing the Peace - Residential	SUMMONS							
9.16.060( C)	Disturbing the Peace - Motor Vehicle	SUMMONS							
9.20.010	Throwing Missiles	SUMMONS							
9.24.010	Injuring or Destroying Public or Private Property (Vandalism/Criminal Mischief)	SUMMONS							
<b>IV CURFEW FOR MINORS</b>									
8.24.100( C)	Helmet required	50.00	5.00	19.00	74.00				
9.28.010	Minors 16 and Under (curfew)	SUMMONS							
9.28.020	Parental Responsibility	SUMMONS							
9.28.030	Violations by Adults	SUMMONS							
9.28.040	Aiding & Abetting a Minor	SUMMONS							
<b>V WEAPONS</b>									
9.32.010	Shooting Without Authorization (Discharging Weapon in Town Limits)	SUMMONS							
9.32.020	Dangerous or Deadly Weapons	SUMMONS							
(A)	Possession of a Concealed Weapon	SUMMONS							
(B)	Possession of Dangerous Weapon	SUMMONS							
(C)	Possession of Dangerous or Deadly Weapon in Liquor Serving Establishment or While Under the Influence of Alcohol or Drugs	SUMMONS							
(D)	Possession of Switchblade Knife	SUMMONS							
(E)	Supply Weapon to Person Under Influence of Drugs or Alcohol or Unstable Person or Under age of 18	SUMMONS							
	Possession of Weapon by a Minor	SUMMONS							
<b>VI POSSESSION/USE OF LASER POINTING DEVICE</b>									
9.34.010	Unlawful Use of a Laser Pointing Device	SUMMONS							
9.34.020	Unlawful Possession of Laser Pointing Device	SUMMONS							
<b>VII TRESPASSING</b>									
8.24.020	Park - Hours of use (dawn to dusk)	50.00	5.00	19.00	74.00				

# TRAFFIC OFFENSES

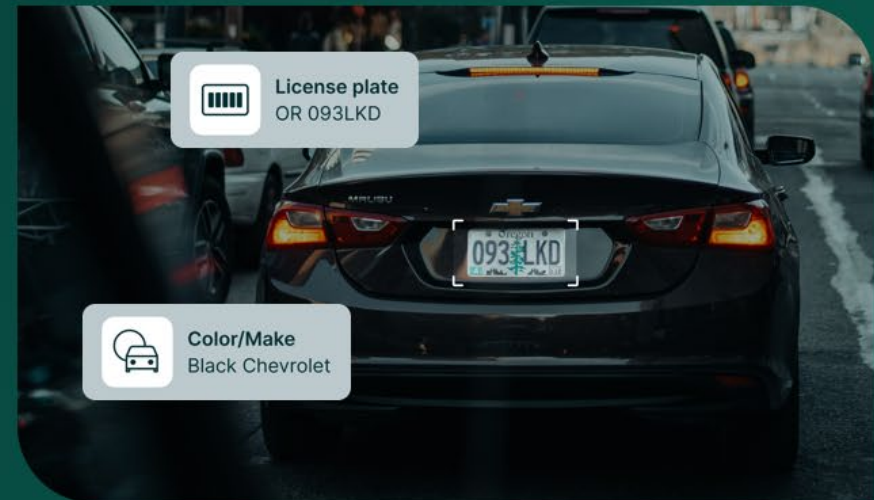
## MODEL TRAFFIC CODE/PENALTY ASSESSMENT SCHEDULE

9.36.010 (A)	Trespassing on Property of Another	SUMMONS						
(B)	Trespassing in a Place of Business	SUMMONS						
<b>CODE TITLE</b>		<b>FINE</b>	<b>S/C</b>	<b>VIC</b>	<b>TOTAL</b>	<b>CC</b>	<b>PTS</b>	
(C)	Shortcut of a Traffic Control Device	SUMMONS						
(D)	Interfering with Operation of Business	SUMMONS						
<b>VIII THEFT</b>								
9.40.010(A)	Petty Theft							
	(1) Intends to Deprive Another (permanently)	SUMMONS						
	(2) Knowingly Uses, Conceals, or Abandons	SUMMONS						
	(3) Uses, Conceals or Abandons	SUMMONS						
	(4) Demands Consideration	SUMMONS						
(C)	Conceals Un-purchased Goods (Shoplifting)	SUMMONS						
9.40.020	Fraud by Check	SUMMONS						
9.40.030	Theft of Rental Property	SUMMONS						
<b>VX HARASSMENT</b>								
9.44.010(A)	Harassment	SUMMONS						
	(1) Strikes, Shoves, Kicks, Touches	SUMMONS						
	(2) Obscene Language or Gesture in Public	SUMMONS						
	(3) Follows a Person in or About a Public Place	SUMMONS						
	(4) Phone Harassment	SUMMONS						
	(5) Phone Ringing/Disconnecting	SUMMONS						
	(6) Repeated Communication-Inconvenient Hours	SUMMONS						
	or Offensively	SUMMONS						
	(7) Repeatedly Insults, Taunts, or Challenges	SUMMONS						
<b>X PUBLIC INDECENCY/SEXUAL OFFENSES</b>								
9.48.010 (A)	Indecent Exposure	SUMMONS						
(B)	Sexual Intercourse in Public	SUMMONS						
(C)	Urination/in Public	SUMMONS						
(D)	Fondling/Caressing Genitals, Breasts or Buttocks	SUMMONS						
	(specify) of Another or Actor (self) in Public	SUMMONS						
(E)	Fondling Another Without Consent (Unlawful	SUMMONS						
	Sexual Contact)							
<b>XI PROHIBITED ACTIVITIES ON BRIDGES, OVERPASSES, OR VIADUCTS</b>								
9.50.010	Climbing, Hanging, Jumping	SUMMONS						
9.50.020	Attaching Ropes, Ladders, or Foreign Objects	SUMMONS						
9.50.030 (A)	Throwing Objects From	SUMMONS						
(B)	Waiting On or Under.... Intent to Throw	SUMMONS						
9.50.040	Obstructing Travel	SUMMONS						
<b>XII OTHER OFFENSES</b>								
2.08.150	Failure to Appear	SUMMONS						
5.04.180	Failure to obtain a business license	80.00	8.00	30.00	118.00			
9.52.010	Resisting an Officer/Interfering with Police	SUMMONS						
9.52.010	Assaulting an Officer or Town Official	SUMMONS						
9.52.020	False Reporting to Authorities	SUMMONS						
(A)	Causes/Makes False Alarm	SUMMONS						
(B)	Makes a False Report	SUMMONS						
(C)	Knowingly Transmits a False Report	SUMMONS						
9.52.030	Impersonating a Peace Officer	SUMMONS						
<b>XIII Violation of Specified Provisions-Penalties</b>								
1.12.020	Violation -Penalties							
9.56.010	Violation -Penalties	SUMMONS						

flock safety

## When you get Flock you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



### INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



### 24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



### REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



### Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

flock safety

## What this IS

- **License plate recognition**
- **Gathers objective evidence and facts about vehicles, not people**
- **Alerts police of wanted vehicles**
- **Used to solve crime**
- **Adheres to all state laws**

## What this is NOT

- Not facial recognition
- **Not tied to Personal Identifiable Information**
- **Not used for traffic enforcement**
- Valid Law Enforcement reason to search
- **Data not stored beyond 30 days → *automatically deletes every 30 days***

flock safety

## Protecting Privacy

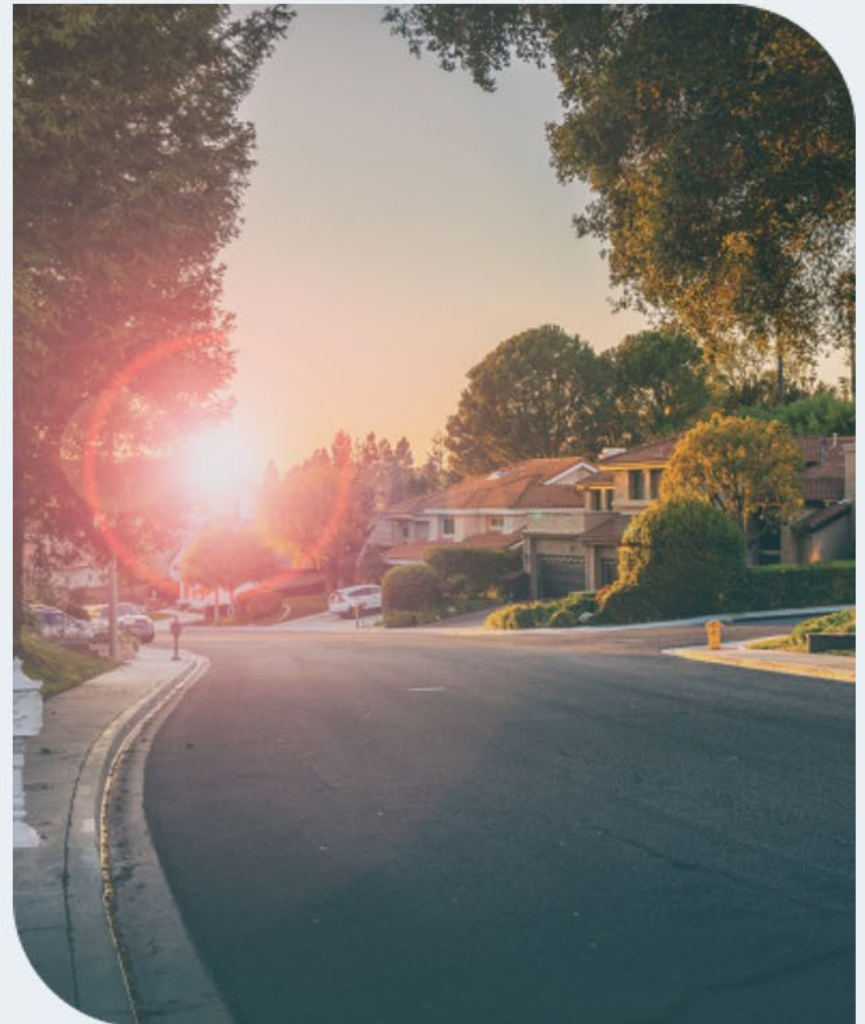
- **Footage owned by Agency/City and will never be sold or shared by Flock**
  - 30 day data retention, then deleted
  - Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
  - **Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)**
- **All data is stored securely in the AWS Cloud, and end to end encryption of all data**
  - **Search reason is required for audit trail**
  - NOT facial recognition software
  - NOT predictive policing
  - NO PII is contained in Flock
  - **NOT used for traffic enforcement**
  - Not connected to registration data or 3rd party databases (Carfax, DMV)
  - Transparency Portal (optional)



# How does this technology prevent and eliminate crime?

- **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance Rates increase, crime rates decrease
- Flock cameras serve as a **deterrent**

flock safety





# Flock Safety In Colorado

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Plus, many more  
commercial and  
private customers

Colorado Springs PD  
Larimer County SO  
Castle Rock PD  
Arvada PD  
Boulder PD  
Douglas County SO  
Lafayette PD  
Jefferson County SO  
Arapahoe County SO  
Colorado State Patrol  
Prowers County SO  
Louisville PD  
Denver PD  
Northglenn PD  
University of Colorado  
Anschutz Medical Campus  
PD  
Longmont PD  
Grand County SO  
Erie PD  
Boulder County SO  
Routt County SO  
Montrose PD

Dolores County SO  
Glenwood Springs PD  
City of Castle Pines  
Salida PD  
Englewood PD  
Cherry Hills Village PD  
University of Colorado  
Boulder PD Insight  
Golden PD  
Elbert County SO  
Thornton PD Insight  
Frederick PD  
Elizabeth PD  
Avon PD  
Johnstown PD  
Columbine Valley PD  
Hudson PD  
Mountain Village PD  
Vail PD  
Kremmling PD  
Granby PD  
Keenesburg PD  
Edgewater PD

Montezuma County Sheriff's  
Office  
Bow Mar, Colorado  
Morrison PD  
Fraser/Winter Park PD  
Colorado State Parks  
Mead, CO PD  
Hotchkiss Town PD  
Colorado Springs Airport  
Colorado Christian University  
Town of Lyons

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES AGENDA  
MONDAY, NOVEMBER 27, 2023 – 7:00 P.M.  
MUNICIPAL COUNCIL CHAMBERS**

**5:30 p.m. - Budget work session: Town Treasurer, General Administration,  
Human Resources pay & benefits recommendations, Town Administrator, Town Attorney,  
Fee Schedules and Flock discussion**

<b>ESTIMATED TIME</b>	<b>AGENDA ITEM</b>	<b>PUBLIC HEARING or ACTION ITEM</b>	<b>STAFF PRESENTOR</b>
	<b>Agenda</b>		<b>Tab A</b>
<b>7:00</b>	<b>Call to order</b>		<b>Mayor Richel</b>
	<b>Roll call</b>		
	<b>Pledge of Allegiance and Moment of Silence</b>		
<b>7:05</b>	<b>Public Comments</b> - 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		
	<b>Introduction of new officers in Police Department</b>		
<b>7:20 5 min</b>	<b>Consent agenda –</b> <ol style="list-style-type: none"> <li>Minutes of the November 13, 2023 Board of Trustees meeting</li> <li>Approval of the 7-Party Memorandum of Understanding Regarding Garfield County Senior Programs 2024</li> <li>Approval of the Intergovernmental Agreement for Garfield County Senior Programs Traveler Services for 2024</li> <li><b>Resolution No. 32, Series 2023</b>, A RESOLUTION AUTHORIZING AND SUPPORTING A COMMUNITY IMPACT GRANT APPLICATION TO GREAT OUTDOORS COLORADO FOR THE COMMUNITY PARK RENOVATION PROJECT</li> <li><b>Resolution No. 33, Series 2023</b>, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, OF THE COUNTY OF GARFIELD AND THE STATE OF COLORADO AUTHORIZING SIGNING OF THE COLORADO RIVER WILDFIRE COLLABORATIVE MEMORANDUM OF UNDERSTANDING (MOU)</li> <li><b>Resolution No. 36, Series 2023</b>, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A DEPARTMENT OF LOCAL AFFAIRS MORE HOUSING NOW &amp; LAND USE INITIATIVE IN THE AMOUNT OF \$67,500 FOR A TOTAL PROJECT COST OF \$75,000, IN ORDER TO UNDERTAKE A HOUSING NEEDS ASSESSMENT AND UPDATE THE TOWN OF SILT’S LAND USE CODE</li> </ol>	<b>Action Item</b>	<b>Tab B Mayor Richel</b>

	<b>Conflicts of Interest</b>		
<b>7:25</b>	<b>Agenda Changes</b>		
<b>7:25 20 min</b>	<b>Resolution No. 34, Series 2023</b> , A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE OPERATION OF A BREWPUB AND FOOD TRUCK AT 502 UNITS 504 AND 506, AS WELL AS 550 FRONT STREET, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO	<b>Public Hearing</b>	<b>Tab C Com Dev Mgr Centeno</b>
<b>7:45 15 min</b>	<b>Approval of a new Brew Pub Liquor License for All in Brewing, LLC</b>	<b>Public Hearing</b>	<b>Tab D Deputy Clerk Malsbury</b>
<b>8:00 15 min</b>	<b>Resolution No. 35, Series 2023</b> , A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE OPERATION OF A FOOD TRUCK AT 125 S. 7 <sup>TH</sup> STREET, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO	<b>Public Hearing</b>	<b>Tab E Com Dev Mgr Centeno</b>
<b>8:15 30 min</b>	<b>Draft 2024 Budget Presentation: Revenue &amp; Expense Projections, Fund Balances, Priorities</b>	<b>Info Item</b>	<b>Tab F Administrator Layman and Treasurer Tucker</b>
<b>8:45 5 min</b>	Second reading of <b>Ordinance No. 7, Series 2023</b> , AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTERS 2.08 AND 2.44 OF THE SILT MUNICIPAL CODE, TO ESTABLISH PROCEDURES FOR COLLECTIONS OF MONEY OWED TO THE TOWN AND THE SILT MUNICIPAL COURT, TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO	<b>Public Hearing</b>	<b>Tab G Town Clerk McIntyre</b>
<b>8:50 5 min</b>	<b>October 2023 Financial Report</b>	<b>Info Item</b>	<b>Tab H Treasurer Tucker</b>
<b>8:55 10 min</b>	<b>I-70 Water Main Crossing Project Award</b>	<b>Action Item</b>	<b>Tab I Director Fonner</b>
<b>9:05 5 min</b>	<b>Administrator and Staff Comments</b>	<b>Info Item</b>	<b>Tab J Administrator Layman</b>
<b>9:10 10 min</b>	<b>Updates from Board / Board Comments</b>		
<b>9:20 15 min</b>	<b>Executive Session – For a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under CRS Section 24-6-402(4)(b) – Remote participation policy discussion</b>		
<b>9:35</b>	<b>Adjournment</b>		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, December 11, 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.			

**Tentative upcoming work sessions:**

December 11, 2023 – Chamber of Commerce conversation – Larry Stewart

January 8, 2024 – CSafe – Bob Krug

Traffic / Traffic calming

January 22, 2024 – Library discussion – Jamie LaRue

TRIP and Trees Resolution – Adrian Brown

2024 Parks update planning including Center Town Home parks discussion

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES MEETING  
NOVEMBER 13, 2023 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, November 13, 2023. Mayor Richel called the meeting to order at 7:10 p.m.

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<b>Roll call</b>	Present	Mayor Keith Richel
		Mayor Pro-tem Derek Hanrahan
		Trustee Justin Brintnall
		Trustee Chris Classen
		Trustee Andreia Poston
Absent	Trustee Jerry Seifert	
	Trustee Samuel Flores	

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

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**Pledge of Allegiance and Moment of Silence**

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

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**Consent Agenda –**

1. Minutes of the October 23, 2023 Board of Trustees meeting

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

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

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**Agenda Changes** – Administrator Layman stated that he would like to provide a property tax update at the end of the meeting.

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**2022 Audit Presentation by Blair & Associates**

Brian Blair was present to go through his presentation on the 2022 Audit. Mr. Blair stated that the town continues to be in good shape and he proceeded to go through the highlights while pointing out that the water and wastewater accounts were broken into two separate categories on this audit.

**Trustee Seifert made a motion to accept the 2022 Audit as presented by Blair & Associates. Trustee Brintnall seconded the motion, and the motion carried unanimously.**

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### **Middle Colorado Watershed Council Update – Paula Stepp**

Paula Stepp and Morgan Hill were present to go through their presentation to update the Board on what MCWC has been doing in the region to protect and enhance the watershed with involvement of its stakeholders. They also shared information about the newly formed wildfire ready collaborative and requested support from the Board by signing the MOU. The Board was also asked for their annual support to MCWC for 2024 in the amount of \$3000. Staff stated that the amount has already been built into the 2024 budget which would be approved in December.

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### **Mind Springs Update on Progress and Funding Discussion of Detox Center – Traci Harris**

Present tonight were Hans Lutgring and Traci Harris, Substance Use Disorder Director for Mind Springs Health to go over their presentation showing the progress that they have been making on the new detox center that is being built in Glenwood Springs. Ms. Harris also went over that level of care the withdrawal management unit would be able to provide and the benefits of center. They stated that they anticipate having the building completed by the end of the 1<sup>st</sup> quarter of 2024. They also asked the Board for their support with a \$2000 contribution in 2024.

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### **Colorado River Valley Economic Development Partnership (CRVEDP) Update – Alicia Gresley**

Present tonight was Alicia Gresley with (CRVEDP) who proceeded to go through her presentation on what they are about and to share the progress that this partnership has made with its partners. She stated that this group is still in its infancy stages but that by having discussions as a region they can all benefit from working together and make an impact on the region's economy. It is the thought that by taking a regional approach it would be better suited to attracting new businesses. Ms. Gresley went over why Silt should consider investing in CRVEDP and stated that investing in CRVEDP would allow the town access to their resources and program. She asked the Board to consider a buy in of \$10,000 if possible, to be a partner.

There was additional discussion regarding the lack of assistance that the local Chamber has been able to provide and the benefit of utilizing CRVEDP to help the town instead.

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### **Approval of a Brew Pub Liquor License for All In Brewing – (*staff requests a continuance to November 27, 2023*)**

Town Clerk McIntyre asked that the Board continue the public hearing to the next meeting.

**Trustee Seifert made a motion to continue the approval of the Brew Pub Liquor License for All in Brewing to the November 27, 2023 meeting. Trustee Classen seconded the motion, and the motion carried unanimously.**

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First reading of **Ordinance No. 7, Series 2023**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTERS 2.08 AND 2.44 OF THE SILT MUNICIPAL CODE, TO ESTABLISH PROCEDURES FOR COLLECTIONS OF MONEY OWED TO THE TOWN AND THE SILT MUNICIPAL COURT, TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Town Clerk McIntyre went over the intent of the ordinance stating that it would offer an option for the municipal court to use to attempt to collect on fines that are outstanding. By establishing the ability to

have a collection option, this ordinance also provides the opportunity for other departments within the town to collect on unpaid debts.

The public hearing was opened at 9:11 p.m. There were no comments and the hearing was closed at 9:12 p.m.

**Trustee Brintnall made a motion to approve first reading of Ordinance No. 7, Series 2023, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTERS 2.08 AND 2.44 OF THE SILT MUNICIPAL CODE, TO ESTABLISH PROCEDURES FOR COLLECTIONS OF MONEY OWED TO THE TOWN AND THE SILT MUNICIPAL COURT, TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO. Mayor Pro-tem Hanrahan seconded the motion, and the motion carried unanimously.**

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### **Administrator and Staff Comments**

Administrator Layman went over his report touching on: affordable housing interest and housing grants, broadband, traffic calming, transportation congestion, space needs for town hall, the \$1M EIAF grant that was received, the end of year party and the tree lighting scheduled for November 21 that would include fireworks.

Director Fonner provided an update on IMTPR stating that there has been a recommendation to not split the regions. He added that he would have more information soon.

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### **Updates from Board / Board Comments**

The Trustees commented on: that Fall Fest was a big hit, getting the Chamber of Commerce is for a discussion, putting the library on a future agenda, the good job done by staff on the water plant grant and the financials, the new information kiosk at Veteran's Park, the letter of support for a local 4-wheeler club and thanking staff for moving forward with the project to remodel town hall without hiring someone to do a study first.

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### **Executive Session**

**Mayor Richel made a motion to go into executive session to discuss the purchase, acquisition, lease, transfer, or sale of any real, personal or other property interest under CRS Section 24-6-402(4)(a) – Discussion on the purchase of property. Trustee Classen seconded the motion, and the motion carried unanimously. The Board adjourned to executive session at 9:32 p.m.**

**At the end of executive session, Mayor Richel made the following statement: "The time is now 10:23 p.m. and the executive session has concluded. No formal action was taken in the executive session. The participants in the executive session were: Keith Richel, Derek Hanrahan, Jerry Seifert, Justin Brintnall, Chris Classen, Andreia Poston, Jeff Layman, Sheila McIntyre, Amie Tucker, Nicole Centeno and Trey Fonner. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record". No objections were stated.**

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## **Adjournment**

**Trustee Seifert made a motion to adjourn. Trustee Classen seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 10:24 p.m.**

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Respectfully submitted,

Approved by the Board of Trustees

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Sheila M. McIntyre  
Town Clerk, CMC

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Keith B. Richel  
Mayor

**7-PARTY MEMORANDUM OF UNDERSTANDING  
REGARDING GARFIELD COUNTY OLDER ADULT PROGRAMS  
FOR 2024**

This Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, (" BOCC")**

**The City of Rifle, Colorado,**

**The City of Glenwood Springs, Colorado,**

**The Town of Carbondale, Colorado,**

**The Town of New Castle, Colorado,**

**The Town of Silt, Colorado,**

**Roaring Fork Transportation Authority, (" RFTA ")**

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of a county-wide meal and transportation services for the Garfield County Older Adult Programs for calendar year 2024 (the "MOU"). This MOU is effective as of January 1, 2024, regardless of the dates on which it is signed.

**BACKGROUND**

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration, and funding of meal and transportation services to senior and disabled citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Older Adult Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Older Adult Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2019.



- E. Each of the remaining Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2024 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Older Adult Programs for calendar year 2024.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2024, regardless of the dates signed and shall terminate on December 31, 2024.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Older Adult Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior and disabled citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Older Adult Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:
  - a. Cost Methodology - Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2024.
  - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2022 and June 2023 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.

- c. Application of Cost Methodology to the 2024 Budget: As illustrated in **Attachment A**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2024 is **\$651,409.00**. The BOCC's 40% share of that amount equals **\$260,563.60**. Anticipated grant and program funding income for 2024 is **\$233,500.00**. The remaining balance is **\$157,345.40**.

Municipality	Number of Meals	Percent of Total	Amount Due
Carbondale	2,126	12.26%	\$19,287.15
Glenwood Springs	6,509	37.53%	\$59,049.89
New Castle	1,019	5.88%	\$9,244.41
Silt	2,225	12.83%	\$20,185.28
Rifle	5,465	31.51%	\$49,578.68
<b>TOTAL</b>	<b>17,344</b>	<b>100.00%</b>	<b>\$157,345.40</b>

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

7. Definitions:

- a. Initial Pickup Location: The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.
- b. One-Way Passenger Trips: This represents vehicles transporting passengers one way from their origins to their destinations on any leg of their trips. This does not mean round trips or vehicle trips, since more than one passenger can be riding on a vehicle at the same time resulting in "X" number of one-way passenger trips.
- c. Loaded Miles: Loaded miles are the total distance driven while a passenger is in the vehicle.

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

8. Cost Methodology – Transportation

- a. The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted net County and RFTA expenses to provide Traveler Services in 2024. The remaining fifty percent is paid for by grant, program funding, and allocated payments from the Municipalities based upon the fully allocated cost of providing services. Costs will be allocated to the Parties based on the total number of trips provided in each Jurisdiction, and total estimated Loaded Miles, and total estimated Loaded Minutes consumed by each Jurisdiction/Municipality. Costs will be considered allocable to a Jurisdiction/Municipality based upon the Initial Pickup Location as defined in Paragraph 7.a. herein, regardless of the number of trip legs or Jurisdictions/Municipalities visited by the passenger.
- b. RFTA agrees to be responsible for the fully allocated net cost of the Traveler transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle.
- c. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated net cost of Traveler transportation services allocable to their municipalities.
- d. The BOCC agrees to be responsible for any remaining Traveler transportation service costs, including any shortfalls in anticipated grant and program funding income.

9. 2024 Budgeted Contributions: As illustrated in Attachment B, the total budgeted cost to provide Senior and Disabled Transportation Services in 2024 is **\$848,279.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$30,853.00** and **\$817,426.00**, respectively. This cost less the amount of **\$30,000.00** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU, equals the net total County and RFTA expense for the Traveler transportation services in 2024 of **\$818,279.00**.

The BOCC's 50% share of this amount equals **\$409,139.50**. Anticipated grant and program funding income for 2024 is **\$80,000.00**. The total amount of the contribution from the County, including grants and program income is **\$489,139.50**. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2022 may also be applied to the County's contribution in 2024 for the Senior and Disabled Transportation Services budget. However, pursuant to the provisions of paragraph 13. Annual Reconciliation and True-Up, below, after 2023 there should not be any significant excess budget revenue to apply as a refund to a subsequent year's County contribution.

10. Allocation of County Contribution and Grant and Program Income: The County's contribution, inclusive of its 50% commitment and anticipated grant and program income shall be

allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other party's fully allocated cost.

11. Estimated Contributions: On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the 2024 Traveler transportation services costs. The amounts shown are based on the 2024 budgeted amounts identified above and a forecast of ridership and services levels for 2024.

Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale*	260	2,550	6,770	\$23,545	\$11,534	\$12,011
Glenwood Springs*	3,850	16,150	81,130	\$278,030	\$136,200	\$141,829
New Castle*	560	7,060	14,530	\$53,206	\$26,064	\$27,141
Silt	50	360	980	\$3,724	\$1,824	\$1,900
Rifle	4,760	12,990	75,410	\$286,711	\$140,453	\$146,258
Garfield County	1,720	21,400	50,160	\$173,063	\$173,063	-
<b>Total</b>	<b>11,200</b>	<b>60,510</b>	<b>228,980</b>	<b>\$818,279</b>	<b>\$489,140</b>	<b>\$329,140</b>

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

13. Annual Reconciliation & True-up: No later than February 15, 2025 RFTA will publish a reconciliation statement. Actual expenditures for the year will be allocated based on the actual trips, and estimated loaded miles and loaded minutes provided to the Parties in 2024. If the total fully allocated net costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.

14. County Payments to RFTA for the Traveler Program. The amount to be paid by the BOCC to RFTA in 2024 for the provision of the Traveler Transportation Services contemplated by this Agreement is **Six Hundred Six Thousand, Four Hundred Forty Five Dollars (\$606,445.00)**. This amount is based upon RFTA's estimated cost to provide the services in 2024 (\$817,426.00) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000.00) and less the cost to provide such services to the Town of Carbondale (\$12,011.00), the City of

Glenwood Springs (\$141,829.00), and the Town of New Castle \$27,141.00), each of which is a member of RFTA. Amounts are projected and should the actual cost exceed the budgeted costs, those funds will be paid through the Restricted Fund Balance/The Traveler, and reimbursed at year end by following the Annual Reconciliation and True-Up procedures described in Paragraph 13., above.

- a. RFTA's Estimated Cost: The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2024, RFTA estimates that it's cost to provide these services is **\$817,426.00**.
- b. Other Traveler Services: The Parties recognize that RFTA's operation of the Traveler by means of this MOU does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2024.
- c. Payment: The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of \$606,4455.00 in eleven (11) monthly payments of \$50,537.08 and one monthly payment of \$50,537.12 for Senior and Disabled Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2024 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.
- d. Appropriation: This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this MOU, services to residents of the failing Municipality shall end. The attached budget was provided by RFTA and is considered a draft until the final budget is adopted by the RFTA Board on December 14, 2023. The budget will then be considered final. RFTA anticipates none to small changes upon final adoption. If the actual cost of the Traveler program exceeds the amount set forth in this MOU, the additional cost will be covered through the Restricted Fund Balance/The Traveler, which would then be reimbursed at year end by following the Annual Reconciliation and True-Up Procedures described in Paragraph 13., above.
- e. COVID 19 Accommodations. Traveler services will be adjusted because of Governor orders or Public Health recommendations.

15. Combined Costs: The combined cost for 2024 Congregate Meal, Well and Wise, and Traveler Transportation Service are set forth on Attachment C.

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

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

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

19. Authority. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

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

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

Carbondale: Lauren Glister, Town Manager  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623  
970-510-1207  
[lgister@Carbondaleco.net](mailto:lgister@Carbondaleco.net)

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

Glenwood Springs: Steve Boyd, Acting City Manager  
City of Glenwood Springs  
101 W. 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
(970) 384-6522  
[steve.boyd@cogs.us](mailto:steve.boyd@cogs.us)

New Castle:	Dave Reynolds, Town Administrator New Castle Town Hall 450 West MainStreet, PO Box 90 New Castle, CO 81647 (970) 984-2311 <a href="mailto:dreynolds@newcastlecolorado.org">dreynolds@newcastlecolorado.org</a>
RFTA:	Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority 2307 Wulfsohn Road Glenwood Springs, CO 81601 (970) 384-4981 <a href="mailto:dblankenship@rfta.com">dblankenship@rfta.com</a>
Rifle:	Tommy Klein, City Manager City of Rifle 202 Railroad Ave P. O. Box 1980 Rifle, CO 81650 (970) 625-6266 <a href="mailto:tklein@rifleco.org">tklein@rifleco.org</a>
Silt:	Jeff Layman, Town Administrator Town of Silt 231 N. 7th Street, PO BOX 70 Silt, CO 81652 (970) 876-2353, ext. 813 <a href="mailto:jlayman@townofsilt.org">jlayman@townofsilt.org</a>

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS OF  
GARFIELD COUNTY, COLORADO, and  
BOARD OF SOCIAL SERVICES**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
John Martin, Chairman

**DATED:** \_\_\_\_\_



IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST:**

**CITY OF GLENWOOD SPRINGS, COLORADO**

\_\_\_\_\_  
City Clerk

By:\_\_\_\_\_  
Jonathan Godes, Mayor

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST:**

**ROARING FORK TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Clerk to the Bd. Of Directors

By: \_\_\_\_\_  
Dan Blankenship, Chair

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST:**

**TOWN OF CARBONDALE, COLORADO**

\_\_\_\_\_  
Town Clerk

By:\_\_\_\_\_  
Ben Bohmfalk, Mayor

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST:**

**TOWN OF SILT, COLORADO**

\_\_\_\_\_  
Town Clerk

By:\_\_\_\_\_  
Keith Richel, Mayor

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST:**

**TOWN OF NEW CASTLE, COLORADO**

\_\_\_\_\_  
Town Clerk

By:\_\_\_\_\_  
Art Riddile, Mayor

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST:**

**CITY OF RIFLE , COLORADO**

\_\_\_\_\_  
City Clerk

By:\_\_\_\_\_  
Ed Green, Mayor

**DATED:** \_\_\_\_\_

ATTACHMENTS TO MEMORANDUM OF UNDERSTANDING  
RE: OLDER ADULT PROGRAMS

ATTACHMENT A: 2024 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

ATTACHMENT B: 2024 TRANSPORTATION BUDGET AND COST METHODOLOGY

ATTACHMENT C: 2024 CONGREGAE MEAL, WELL AND WISE, AND TRAVELER  
TRANSPORTATION SERVICE

## ATTACHMENT A

### 2024 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

#### ATTACHMENT A: 2024 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

Nutrition Budget	Annual
Wages	\$ 158,941.00
Employee Benefits	\$ 80,636.00
Professional Services	\$ 6,000.00
Professional - Other	\$ 372,298.00
Repair and maintenance	\$ 200.00
Rental of Land & Buildings	\$ 1,200.00
Communications	\$ 600.00
Printing and Binding	\$ 150.00
DHS - Destruction of Records	\$ 250.00
Travel	\$ 300.00
Motor Pool Charges	\$ 9,034.00
Professional Affiliations	\$ 100.00
Training	\$ 600.00
Office Supplies	\$ 500.00
Operating Supplies	\$ 11,000.00
Computer Supplies	\$ 400.00
Freight, postage, Delivery	\$ 2,700.00
Copy Machine Usage	\$ 1,000.00
Food - non travel related	\$ 3,500.00
Computers & computer equipment	\$ 2,000.00

**Total 12 Month Budget** **\$651,409.00**

Less AAA funding	\$ 190,000.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 30,500.00
<b>Grant &amp; Program Income Total</b>	<b>\$ 233,500.00</b>

40% County Share of Total Expenses **\$ 260,563.60**  
**Garfield County Share** **\$ 260,563.60**

Projected Income/County Share **\$ 494,063.60**  
**Income less expenses** **\$157,345.40**

**Municipal Budget Share**  
**for Distribution** **\$157,345.40**

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES				2023		2022	
2024	# of Meals Served	Percent of Total	Municipal Nutrition Contribution	# Meals	Contributions	# Meals	Contributions
Jurisdiction							
Carbondale	2,126	12.26%	\$19,287.15	1,284	\$ 10,920.06	1,157	\$ 8,555.53
Glenwood Springs	6,509	37.53%	\$59,049.89	6,195	\$ 52,686.76	6,812	\$ 50,371.89
New Castle	1,019	5.88%	\$9,244.41	695	\$ 5,910.78	996	\$ 7,365.00
Silt	2,225	12.83%	\$20,185.28	1,761	\$ 14,976.82	1,778	\$ 13,147.57
Rifle	5,465	31.51%	\$49,578.68	5,924	\$ 50,381.98	7,529	\$ 55,673.81
<b>Municipal Total</b>	<b>17,344</b>	<b>100.00%</b>	<b>\$157,345.40</b>	<b>15,859</b>	<b>\$ 134,876.40</b>	<b>18,272</b>	<b>\$ 135,113.80</b>
<b>Garfield County</b>	<b>5,798</b>			<b>5,073</b>		<b>3,325</b>	
<b>Grand Total</b>	<b>23,142</b>			<b>20,932</b>		<b>21,597</b>	
Based on July 2022 - June 2023 Usage				Based on July 2021 - June 2022		Based on July 2020 - June 2021	



## ATTACHMENT B

### 2024 TRANSPORTATION BUDGET AND COST METHODOLOGY

Cost Methodology—2024	
<b>Transportation Budget</b>	Annual
Wages	\$ 19,491.00
Employee Benefits	\$ 10,762.00
Communication	\$ 200.00
Training	\$ 100.00
Computer Supplies	\$ 200.00
Freight, Postage, Delivery	\$ 100.00
<b>Total County Expenses</b>	<b>\$ 30,853.00</b>
<b>RFTA</b>	<b>\$ 817,426.00</b>
<b>MINUS GWS Paratransit</b>	<b>\$ 30,000.00</b>
<b>Total RFTA Expenses</b>	<b>\$ 787,426.00</b>
<b>Total Expenses</b>	<b>\$ 818,279.00</b>
<b>Less Program Income</b>	<b>\$ 17,000.00</b>
<b>Less CSBG</b>	<b>\$ 63,000.00</b>
<b>Total G/P Income</b>	<b>\$ 80,000.00</b>
<b>Less County Share</b>	<b>\$ 409,139.50</b>
<b>Total 50% County Share</b>	<b>\$ 409,139.50</b>
<b>Total Revenue</b>	<b>\$ 489,139.50</b>
<b>Total Expenses</b>	<b>\$ 818,279.00</b>
<b>Income less expenses</b>	<b>\$ 329,139.50</b>
 Municipal Budget Share for Distribution	 <b>\$ 329,139.50</b>

#### 2024 Traveler Forecast Service And Cost Data

A	B	C	D	E	F	G
Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	260	2,550	6,770	\$ 23,545	\$ 11,534	\$ 12,011
Glenwood Springs	3,850	16,150	81,130	\$ 278,030	\$ 136,200	\$ 141,829
New Castle	560	7,060	14,530	\$ 53,206	\$ 26,064	\$ 27,141
Silt	50	360	980	\$ 3,724	\$ 1,824	\$ 1,900
Rifle	4,760	12,990	75,410	\$ 286,711	\$ 140,453	\$ 146,258
Garfield County	1,720	21,400	50,160	\$ 173,063	\$ 173,063	\$ -
<b>Total</b>	<b>11,200</b>	<b>60,510</b>	<b>228,980</b>	<b>818,279</b>	<b>489,140</b>	<b>329,140</b>

## ATTACHMENT C:

### 2024 CONGREGATE MEAL, WELL AND WISE, AND TRAVELER TRANSPORTATION SERVICE

#### COMBINED CONTRIBUTION BREAKDOWN

	2024	2024	2024	2024		2024	2024	2024	2024
<i>Jurisdiction</i>	<u>Nutrition</u>	<u>Transportation</u>	<u>Well &amp; Wise</u>	<u>Total</u>	<i>RFTA</i>	<u>Nutrition</u>	<u>Transportation</u>	<u>Well &amp; Wise</u>	<u>Net Adjusted</u>
	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Contributions</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Total</u>
Carbondale	\$19,287.15	\$12,011.00	-	\$31,298.15	\$12,011.00	\$19,287.15	-	-	\$19,287.15
Glenwood Springs	\$59,049.89	\$141,829.00	-	\$200,878.89	\$141,829.00	\$59,049.89	-	-	\$59,049.89
New Castle	\$9,244.41	\$27,141.00	-	\$36,385.41	\$27,141.00	\$9,244.41	-	-	\$9,244.41
Silt	\$20,185.28	\$1,900.00	-	\$22,085.28		\$20,185.28	\$1,900.00	-	\$22,085.28
Rifle	\$49,578.68	\$146,258.00	-	\$195,836.68		\$49,578.68	\$146,258.00	-	\$195,836.68
Garfield County	\$260,563.60	\$409,139.50	\$16,596.00	\$686,299.10		\$260,563.60	\$409,139.50	\$16,596.00	\$686,299.10
Totals	\$417,909.00	\$738,278.50	\$16,596.00	\$1,172,783.50	\$180,981.00	\$417,909.00	\$557,297.50	\$16,596.00	\$991,802.50

**INTERGOVERNMENTAL AGREEMENT  
FOR GARFIELD COUNTY OLDER ADULT PROGRAMS  
TRAVELER SERVICES - 2024**

This Intergovernmental Agreement is made by and between the **Garfield County Board of County Commissioners, State of Colorado**, a statutory county (“BOCC”), sitting as the BOCC and as the **Board of Social Services**, and the **Roaring Fork Transportation Authority**, a regional transportation authority (“RFTA”), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Older Adult Programs for calendar year 2024 (the “IGA” or “Agreement”). This Agreement is effective as of January 1, 2024.

**RECITALS**

- A. The BOCC and RFTA, collectively, the “Parties,” are authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens and persons with disabilities of Garfield County (“the 9-Party IGA”). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party’s annual agreement to share administrative and operational costs of the Older Adult Programs meal and transportation services and the methodology by which those costs will be allocated among them (the “MOU”).
- D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Older Adult Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2024. The 2024 MOU is attached to this Agreement as Attachment No. 6 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2024 transportation services (the “2024 MOU”).
- E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services (“DHS”), the contractual management of transportation services for the Older Adult Programs. (9-Party IGA, ¶ 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by ensuring

proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

- F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages “agencies at all levels of government” to cooperate to administer programs and deliver services to the older population.
- G. The transportation services provide ADA based services to the eligible senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the “Traveler”). The Traveler also provides services that are not within the scope of this IGA.
- H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens and persons with disabilities in 2024 in accordance with the IGA and appropriate 2024 MOU.

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

### **AGREEMENT**

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2024 regardless of the date signed and shall terminate on December 31, 2024.
4. Transportation Services Provided. The transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”). The Traveler also serves citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA’s boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance.
5. Contract Amount. The amount to be paid by the BOCC to RFTA in 2024 for the provision of the services contemplated by this Agreement is **Six Hundred Six Thousand, Four**

**Hundred Forty Five Dollars (\$606,445.00).** This amount is based upon RFTA's estimated cost to provide the services in 2024 less amounts received by RFTA from other sources who utilize the Traveler bus system and less the cost to provide such services to the Town of Carbondale, the City of Glenwood Springs and the Town of New Castle, each of which is a member of RFTA. Amounts are projected and should they reflect a higher cost, those funds will be paid through the Restricted Fund Balance/The Traveler.

- a. RFTA's Estimated Cost. The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2024, RFTA estimates that its cost to provide these services is **\$817,426.00**.
  - b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2024.
  - c. RFTA Member Jurisdictions. The cost to provide senior transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2024 MOU, to which both the BOCC and RFTA are parties. For 2024, the total transportation cost attributable to these member jurisdictions pursuant to the applicable methodology is **\$180,981.00**.
6. RFTA Responsibilities. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:
- a. Transportation Services. RFTA shall provide and administer the transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - B thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon and a Holiday show.
  - b. Vehicle Inventory. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).
  - c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any

vehicle must be in accordance with the rights of lien holders identified on the vehicle title.

- d. Vehicle Transfer. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.
- e. Communication System. RFTA shall continue to utilize its communication system for Traveler services.
- f. Donations and Contributions. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4.
- g. Functional Assessment Assistance. Traveler staff will do everything related to Functional Assessments. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler services to the BOCC's Older Adult Programs upon receipt and shall lead in the functional assessment process. RFTA will provide to the BOCC's Older Adult Programs monthly the number of potential new clients, out of assessments and applications pending.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS monthly. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.
- i. Annual Reconciliation Report. In addition to the monthly reports, on or before February 15, 2024, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2024 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.
- j. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested, RFTA will provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.
- k. Claim Notification. RFTA shall immediately notify the BOCC, through the Older Adult Programs, of any incident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15, and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger

Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1. The Traveler handles all complaints and communicates the outcomes to the BOCC's Older Adult Programs after appropriate investigations have been completed.

- l. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
  - m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of Older Adult Programs transportation services agreed to in the 2024 MOU, and included in the 2024 budget approved by the RFTA Board on December 14, 2023. If the actual 2024 costs exceed the budget, they will be covered by means of the Annual Reconciliation and True-up procedure as set forth in the MOU, or by the fund established after cost savings at the end of the year have been recognized.
7. BOCC Responsibilities. In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:
- a. Compensation. For calendar year 2024, the BOCC shall pay RFTA the amount set forth in paragraph 5, \$606,445.00 in eleven (11) monthly payments of \$50,537.08 and one monthly payment of \$50,537.12 beginning no later than February 26, 2023, and each 10<sup>th</sup> day of the month thereafter during the 2024 term of this IGA.
  - b. Functional Assessment Evaluations. Traveler staff will take over the Functional Assessments including mailing applications, scheduling assessments, and providing outcome data to the BOCC's Older Adult Programs monthly.
  - c. Training Assistance. All training related to providing transportation to Traveler clients will be provided by RFTA supervisors.
  - d. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
  - e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with paragraph 6(l).
  - f. Bilingual Literature. The BOCC agrees to provide written information for distribution in both English and Spanish regarding the services provided by the Traveler.”

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

8. Definitions:

- a. Initial Pickup Location: The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.
- b. One-Way Passenger Trips: This represents vehicles transporting passengers one way from their origins to their destinations on any leg of their trips. This does not mean round trips or vehicle trips, since more than one passenger can be riding on a vehicle at the same time resulting in "X" number of one-way passenger trips.
- c. Loaded Miles: Loaded miles are the total distance driven while a passenger is in the vehicle.
- d. Loaded Minutes: Loaded minutes are the total duration of time while a passenger is in the vehicle.

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

10. Indemnification. To the extent permitted by law, the Parties shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit or award of damages, to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-101, *et seq* .

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



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

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

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

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

Notice to RFTA: Administrator Contact Person	Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority 2307 Wulfsohn Road Glenwood Springs, CO 81601 Phone: (970) 384-4981 Fax: (970) 945-7386 E-mail:
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Notice to BOCC: Administrator	Sharon Longhurst-Pritt, DHS Director 195 West 14 <sup>th</sup> Street, Building B Rifle, CO 81650 Phone: (970) 625-5282, Ext 3265 Fax: (970) 625-0927 E-mail: <a href="mailto:spritt@garfield-county.com">spritt@garfield-county.com</a>
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Contact Person For BOCC:	Sheila Strouse, Child, Family, and Adult Services Division Manager 195 West 14 <sup>th</sup> Street, Building B Rifle, CO 81650 Phone: (970) 625-5282, Ext. 3117 Fax: (970) 665-6350 E-mail: <a href="mailto:sstrouse@garfield-county.com">sstrouse@garfield-county.com</a>
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16. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

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

**IN WITNESS WHEREOF**, the Parties have executed this IGA to be effective on January 1, 2024.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
GARFIELD COUNTY, COLORADO and  
BOARD OF SOCIAL SERVICES**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
John Martin, Chair

Dated: \_\_\_\_\_

**ATTEST:**

**ROARING FORK TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Clerk to the RFTA Board of Directors

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Dated: \_\_\_\_\_

## **INDEX OF ATTACHMENTS**

Attachment No. 1: 2024 RFTA Scope of Services

Exhibit A: 2024 Vehicle Inventory

Exhibit B: 2024 County Holidays

Attachment No. 2: 2024 Transportation Cost Methodology

Attachment No. 3: 2024 RFTA Budget

Attachment No. 4: Transportation Arithmetic & Assumptions

Table 1 Cost Allocation Basis 2024 Draft Budget

Table 2 Summary of Cost with Adjustments for Glenwood Springs Take Off & Garfield County Contributions

Attachment No. 5: 2024 Combined Congregate Meal, Well & Wise and Transportation Service Costs

Attachment No. 6: 2024 7-Party Memorandum of Understanding

**RFTA SCOPE OF SERVICES**

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2024 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

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

- a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.
- b. Maintain the Traveler schedule including days of the week (currently 5 days a week, Monday through Friday), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).
- c. Deliver meals in East Garfield. Meals at Carbondale and Glenwood Springs meal sites are delivered by the contracted vendor. Traveler will deliver meals from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Older Adult Programs. Meals shall be transported in a cambro and be properly secured in the vehicles.
- d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules and regulations.
- e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.
- f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.
- g. Work with the Garfield County Child, Family, and Adult Services Program Division Manager and DHS Finance and Contracts Administrator toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.
- h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Older Adult Programs, including Traveler usage rules and information on the Garfield County Older Adult Programs.

- i. Carry out Traveler operations in accordance with applicable federal, state and local rules, regulations, statutes, laws, and policies and procedures.
- j. Discuss any major purchase, e.g. communication equipment or new vehicles, for which funds provided under this IGA will be used, with Garfield County Older Adult Programs. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.
- k. Maintain the confidentiality of all users of the Traveler.
- l. Participate in the Garfield Emergency Operations when necessary.
- m. Traveler services will be adjusted because of Governor orders or Public Health recommendations. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.

3. Vehicles: RFTA shall:

- a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.
- b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a “loss payee” or “additional insured,” as appropriate, along with the lien holders identified on the vehicle titles or registrations.
- c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Older Adult Programs for calendar year 2024.
- d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.

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

5. Service Reports and Audit: RFTA shall submit to the BOCC, through Older Adult Programs in the Department of Human Services, a monthly report due on the 10<sup>th</sup> of the following month. The report will include the following information:

- the actual route hours and miles incurred;
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Para-transit, Assisted, Lift Ride or Wheelchair;
- the number of trips denied and the reasons denied;

- the use of a waiting list, if a list is required;
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly;
- amount of program income received from Traveler ridership;
- number of persons eligible for Traveler service and the number utilizing the service each month; and
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month and any denied assessment information. Share any riders whose status has changed from active to inactive monthly, updated rider information such as changes in address or phone numbers.

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

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

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

8. Transportation Services.

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2024. The remaining fifty percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the fully allocated cost of providing services considering the total number of trips, total Loaded Miles, and total Loaded Minutes consumed by each Municipality. Costs will be considered allocable to a Municipality based upon the Initial Pickup Location as defined herein, regardless of the number of trip legs or Municipalities visited by the passenger. RFTA agrees to be responsible for the fully allocated cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated cost of transportation allocable to their municipalities. The BOCC agrees to be responsible for any remaining transportation costs, including any shortfalls in anticipated grant and program funding income.
- b. 2024 Budgeted Contributions: As illustrated in Attachment 2, the total budgeted cost to provide Senior Transportation Services in 2024 is **\$818,279.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$30,853.00** and **\$817,426.00**, respectively, less the amount of **\$30,000.00** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC's 50% share of this amount equals **\$409,139.50**. Anticipated grant and program funding income for 2024 is

**\$80,000.00** for a total of **\$489,139.50.** in contributions from the county and from grants and program income.

- c. Allocation of County Contribution and Grant and Program Income: The County's contribution, inclusive of its 50% commitment and anticipated grant and program income, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other party's fully allocated cost.
- d. Estimated Contributions: The following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the Traveler costs. The amounts shown are based on the 2024 budgeted amounts identified above and a forecast of ridership and services levels for 2024.

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Municipality	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	260	2,550	6,770	\$23,545	\$11,534	\$12,011
Glenwood Springs	3,850	16,150	81,130	\$278,030	\$136,200	\$141,829
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Silt	50	360	980	\$3,724	\$1,824	\$1,900
Rifle	4,760	12,990	75,410	\$286,711	\$140,453	\$146,258
Garfield County	1,720	21,400	50,160	\$173,063	\$173,063	-
<b>Total</b>	<b>11,200</b>	<b>60,510</b>	<b>228,980</b>	<b>\$818,279</b>	<b>\$489,140</b>	<b>\$329,140</b>

- e. Monthly Billing: RFTA will pay directly for the full allocated net costs attributable to its member jurisdictions and each of the remaining Parties will pay the County the amount shown on their respective lines in the Chart above.
- f. Annual Reconciliation and True-up: No later than February 15, 2025, RFTA will publish a reconciliation statement. Actual expenditures for the 2024 year will be allocated based on the actual one-way passenger trips and estimated load miles and loaded minutes provided to the Parties in 2024. If the total fully allocated costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of receiving the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.



# **EXHIBIT “A” TO ATTACHMENT 1**

## **2024 TRAVELER VEHICLE INVENTORY**

### **January 2024 Traveler Vehicles**

<b>Vehicle Number</b>	<b>Year</b>	<b>Vehicle Make &amp; Model</b>	<b>Accessibility Features/Uses</b>	<b>Seating Capacity</b>	<b>Staging Area</b>	<b>License Number</b>	<b>VIN</b>	<b>Owned By</b>	<b>Fuel Tye</b>
G01	2000	2000 FORD WINDSTAR	Admin	7	Fogging	075HTP	2FMZA5141YBA71684	RFTA	Gas
G07	2006	2006 TOYOTA SIENNA	Admin	5	Primary Rifle	794JCI	5TDZA23C16S460666	RFTA	Gas
G08	2007	2007 E-450 CUTAWAY	Mid-LIFT 2WC	14	GMF / Rifle	796JCI	1FDXE45S76DB15709	RFTA	Gas
G11	2009	2009 FORD E450	Mid-LIFT 2WC	14	GMF / Rifle	377VHC	1FDFE45SX9DA61905	Traveler	Gas
G12	2009	2009 FORD E450	Mid-LIFT 2WC	14	GMF / Rifle	378VHC	1FDEE35L49DA88564	Traveler	Gas
C12	2013	FORD EXPLORER	Admin	8	Primary / Blake	703DBF	1FM5K8D81DGB59245	RTFA	Gas
G14	2015	2015 GLAVAL BUS	REAR LIFT 2WC	14	GMF	528RUQ	1FDFE4FS9FDA12107	Traveler	CNG
G15	2015	2015 GLAVAL BUS	REAR LIFT 2WC	14	GMF	529RUQ	1FDFE4FS6FDA30502	Traveler	CNG
G16	2018	2018 GOSHEN IMPULSE E450 2WD	REAR LIFT 2WC	14	GMF / Rifle	OHK929	1FDFE4FS0JDC31000	Traveler	Gas
G17	2018	2018 GOSHEN IMPULSE E450 2WD	REAR LIFT 2WC	14	GMF / Rifle	OHK930	1FDFE4FS2JDC31001	Traveler	Gas
G18	2021	2021 ELKHART COACH ECII	REAR LIFT 2WC	14	GMF / Rifle	CDNN77	1FDFE4FN6MDC21859	Traveler	Gas
G19	2021	2021 ELKHART COACH ECII	REAR LIFT 2WC	14	GMF / Rifle	CDNN78	1FDFE4FN2MDC21860	Traveler	Gas

**EXHIBIT “B” TO ATTACHMENT 1**  
**2024 GARFIELD COUNTY HOLIDAY SCHEDULE**

Monday, January 1<sup>st</sup> – New Year’s Day

Monday, February 19<sup>th</sup> – President’s Day

Monday, May 27<sup>th</sup> – Memorial Day

Thursday, July 4<sup>th</sup> – Independence Day

Monday, September 2<sup>nd</sup> – Labor Day

Monday, November 11<sup>th</sup> – Veteran’s Day

Thursday, November 28<sup>th</sup> – Thanksgiving Day

Friday, November 29<sup>th</sup> – Post Thanksgiving Day

Monday, December 23<sup>rd</sup> – Pre-Christmas Eve Day

Tuesday, December 24<sup>th</sup> – Christmas Eve Day

Wednesday, December 25<sup>th</sup> – Christmas Day

## Attachment No. 2: 2024 Transportation Cost Methodology

Cost Methodology—2024	
Transportation Budget	Annual
Wages	\$ 19,491.00
Employee Benefits	\$ 10,762.00
Communication	\$ 200.00
Training	\$ 100.00
Computer Supplies	\$ 200.00
Freight, Postage, Delivery	\$ 100.00
<b>Total County Expenses</b>	<b>\$ 30,853.00</b>
<b>RFTA</b>	<b>\$ 817,426.00</b>
<b>MINUS GWS Paratransit</b>	<b>\$ 30,000.00</b>
<b>Total RFTA Expenses</b>	<b>\$ 787,426.00</b>
<b>Total Expenses</b>	<b>\$ 818,279.00</b>
<b>Less Program Income</b>	<b>\$ 17,000.00</b>
<b>Less CSBG</b>	<b>\$ 63,000.00</b>
<b>Total G/P Income</b>	<b>\$ 80,000.00</b>
<b>Less County Share</b>	<b>\$ 409,139.50</b>
<b>Total 50% County Share</b>	<b>\$ 409,139.50</b>
<b>Total Revenue</b>	<b>\$ 489,139.50</b>
<b>Total Expenses</b>	<b>\$ 818,279.00</b>
<b>Income less expenses</b>	<b>\$ 329,139.50</b>
Municipal Budget Share for Distribution	\$ 329,139.50

### 2024 Traveler Forecast Service And Cost Data

A	B	C	D	E	F	G
Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	260	2,550	6,770	\$ 23,545	\$ 11,534	\$ 12,011
Glenwood Springs	3,850	16,150	81,130	\$ 278,030	\$ 136,200	\$ 141,829
New Castle	560	7,060	14,530	\$ 53,206	\$ 26,064	\$ 27,141
Silt	50	360	980	\$ 3,724	\$ 1,824	\$ 1,900
Rifle	4,760	12,990	75,410	\$ 286,711	\$ 140,453	\$ 146,258
Garfield County	1,720	21,400	50,160	\$ 173,063	\$ 173,063	\$ -
<b>Total</b>	<b>11,200</b>	<b>60,510</b>	<b>228,980</b>	<b>818,279</b>	<b>489,140</b>	<b>329,140</b>

## Attachment No. 3: 2024 RFTA Budget

### 2024 BUDGET / 2023 Forecast - 09-2023: Year-To-Date and Annualized Cost and Service Data

Line Item	Breakdown	Pay Periods		Forecast	UPDATE		Variance	2024 Budget
		2023 Budget	YTD Actual		2023 Forecast			
Salaries Supervisor Ops Dpt		111,700	58,379	89,285	91,888	(19,814)		98,703
Salaries NonCDL Bus (FTYR) Ops Dpt		213,700	135,963	207,943	207,943	(5,757)		221,488
Salaries NonCDL Bus (PTYR) Ops Dpt		47,840	26,575	40,644	40,644	(7,196)		38,289
Salaries Transit Dispatch		68,000	46,499	71,116	71,116	3,116		79,770
Salaries Mechanics Mtn Dpt		32,000	31,610	47,414	47,414	15,414		50,730
Alternative Activity		2,550	311	533	2,861	311		2,550
Overtime Pay		6,000				4,270		9,740
Overtime Pay - Supervisors			2,923	4,470	4,470			
Overtime Pay - nonCDL FT			3,571	5,461	5,461			
Overtime Pay - Transit Dispatch			221	338	338			
Bonus Pay		1,750				250		2,000
Bonus Safety			1,000	1,500	2,000			
Shift Pay		4,600				(887)		3,780
Shift Pay - CDL FT			-	-	-			
Shift Pay - nonCDL FT			2,111	3,229	3,713			
Separation Pay - Supervisor			11,692	11,692	11,692	11,692		-
Fringe Benefits Ops Dept	(61)	67,000				(5,515)		75,481
Fringe Benefits - Supervisor	17,474		11,333	17,333	17,333			
Fringe Benefits - CDL FT			-	-	-			
Fringe Benefits - nonCDL FT	33,445		18,276	27,952	29,350			
Fringe Benefits - nonCDL PT	5,503		2,011	3,075	3,844			
Fringe Benefits - Dispatch	10,639		7,165	10,959	10,959			
Health Insurance Ops Dept	17	68,100				1,012		
Health Insurance - Supervisor	16,844		7,025	10,537	10,537			79,085
Health Insurance - Relief Sup			4	7	7			
Health Insurance - nonCDL FT	37,116		29,287	43,931	44,361			
Health Insurance - nonCDL PT	-		22	33	33			
Health Insurance - Dispatch	14,123		9,449	14,173	14,173			
<b>Subtotal Compensation</b>		<b>623,240</b>	<b>405,428</b>	<b>611,628</b>	<b>620,137</b>	<b>(3,103)</b>		<b>661,616</b>
Admin Overhead		40,000	26,667	40,000	40,000	-		40,000
Vehicle Insurance		9,000	-	-	10,940	1,940		15,000
Office Rental		19,703	11,041	16,562	16,562	(1,141)		20,510
Telephone/Communications		11,000	5,970	8,954	9,454	(1,546)		11,000
Staff Training		1,000	25	38	1,000	-		1,000
Travel		756	-	-	756	-		760
Office Supplies		550	242	363	550	-		800
Postage		200	126	189	200	-		400
<b>Subtotal Admin</b>		<b>82,209</b>	<b>44,070</b>	<b>66,105</b>	<b>81,462</b>	<b>(747)</b>		<b>89,470</b>
Repairs-Third party services		33,000	20,967	35,944	33,000	-		34,320
Drug and Alcohol Testing		672	-	-	672	-		600
DOT Exams		672	-	-	672	-		600
Unleaded Fuel		13,000	4,988	8,550	9,050	(3,950)		9,010
Compressed Natural Gas		8,000	5,684	9,744	9,744	1,744		9,610
Software Support		10,230	-	-	11,730	1,500		12,200
Prior Year Expenses		-	71	122	71	71		-
<b>Subtotal Operating</b>		<b>65,574</b>	<b>31,710</b>	<b>54,360</b>	<b>64,939</b>	<b>(835)</b>		<b>66,340</b>
<b>Total Budget / Forecast</b>		<b>771,023</b>	<b>481,208</b>	<b>732,093</b>	<b>766,538</b>	<b>(4,485)</b>		<b>817,426</b>

## Attachment No. 4: Transportation Arithmetic & Assumptions

### Table 1. Cost Allocation Basis Draft Budget

#### 2024 Budget

Compensation	Amount	Cost Category	Varies By
Administration	\$ 79,770	Fixed	
Transportation Supervisor	\$ 98,703	Fixed	
Relief Supervisor			
Bus Operator 3 (FTYR)			
Bus Operator 2 (PTYR)	\$ 38,289	Variable	Hours
Bus Operatorâ€”on CDL(FTYR)	\$ 221,488	Variable	Hours
Mechanics	\$ 50,730	Variable	Miles
Overtime Pay	\$ 9,740	Variable	Hours
Alt Activity	\$ 2,550	Variable	Hours
Bonus Pay	\$ 2,000	Variable	Hours
Shift Pay	\$ 3,780	Variable	Hours
Separation Pay	\$ -	Variable	Hours
Fringe Benefits	\$ 75,481	Variable	Hours
Health Insurance	\$ 79,085	Variable	Hours
<b>Subtotal Traveler's Compensation Expenditures</b>	<b>\$ 661,616</b>		
<b>Admin Operating Expenditures</b>			
Admin Overhead	\$ 40,000	Fixed	
Third Party Consulting			
Vehicle Insurance	\$ 15,000	Fixed	
Office Rental	\$ 20,510	Fixed	
Telephone/Communications	\$ 11,000	Fixed	
Staff Training	\$ 1,000	Variable	Hours
Travel	\$ 760	Fixed	
Office Supplies	\$ 800	Fixed	
Postage	\$ 400	Fixed	
<b>Subtotal Traveler's Admin Operating Expenditures</b>	<b>\$ 89,470</b>		
<b>Operating Expenditures</b>			
Repairs&Third pty services	\$ 34,320	Variable	Miles
Drug & Alcohol Testing	\$ 600	Variable	Hours
DOT Exams	\$ 600	Variable	Hours
Equipment			
Unleaded Fuel	\$ 9,010	Variable	Miles
Compressed Natural Gas	\$ 9,610	Variable	Miles
Software Support	\$ 12,200	Fixed	
<b>Subtotal Traveler's Operating Expenditures</b>	<b>\$ 66,340</b>		
<b>Total Traveler's Expenditures</b>	<b>\$ 817,426</b>		

**Table 2**  
**Summary of 2024 Budgeted Costs by Cost Driver with Adjustments for Glenwood Takeoff & County Contributions**

Summary of 2024 Budgeted Costs by Cost Driver with Adjustments for Glenwood Takeoff & County Contributions

A	B	C	D	E	F
Cost Allocation Expense Category	Total Budgeted Expense by Cost Allocation Category	Distribution	Glenwood ADA Takeoff	Garfield County Administrative Expense	Traveler Costs
Variable Hours (Loaded Minutes)	\$ 434,613	53.17%	\$ 15,951	\$ -	\$ 418,662
Variable Miles	\$ 103,670	12.68%	\$ 3,805	\$ -	\$ 99,865
Fixed	\$ 279,143	34.15%	\$ 10,245	\$ 30,853	\$ 299,751
<b>Total</b>	<b>\$ 817,426</b>	<b>100.00%</b>	<b>\$ 30,000</b>	<b>\$ 30,853</b>	<b>\$ 818,279</b>

**Garfield County 50% Contribution, Grants and Program Income**

Garfield County 50% Contribution	\$ 409,140
Estimated Grants and Program Income	\$ 80,000
<b>Total County Contribution, Grants and Program Income</b>	<b>\$ 489,140</b>

## Attachment No. 5:

### 2024 Combined Congregate Meal, Well & Wise and Transportation Service Costs

#### COMBINED CONTRIBUTION BREAKDOWN

<i>Jurisdiction</i>	<i>2024</i> <i>Nutrition</i> <i>Contribution</i>	<i>2024</i> <i>Transportation</i> <i>Contribution</i>	<i>2024</i> <i>Well &amp; Wise</i> <i>Contribution</i>	<i>2024</i> <i>Total</i> <i>Contributions</i>	<i>RFTA</i> <i>Transportation</i> <i>Contribution</i>	<i>2024</i> <i>Nutrition</i> <i>Contribution</i>	<i>2024</i> <i>Transportation</i> <i>Contribution</i>	<i>2024</i> <i>Well &amp; Wise</i> <i>Contribution</i>	<i>2024</i> <i>Net Adjusted</i> <i>Total</i>
Carbondale	\$19,287.15	\$12,011.00	-	\$31,298.15	\$12,011.00	\$19,287.15	-	-	\$19,287.15
Glenwood Springs	\$59,049.89	\$141,829.00	-	\$200,878.89	\$141,829.00	\$59,049.89	-	-	\$59,049.89
New Castle	\$9,244.41	\$27,141.00	-	\$36,385.41	\$27,141.00	\$9,244.41	-	-	\$9,244.41
Silt	\$20,185.28	\$1,900.00	-	\$22,085.28		\$20,185.28	\$1,900.00	-	\$22,085.28
Rifle	\$49,578.68	\$146,258.00	-	\$195,836.68		\$49,578.68	\$146,258.00	-	\$195,836.68
Garfield County	\$260,563.60	\$409,139.50	\$16,596.00	\$686,299.10		\$260,563.60	\$409,139.50	\$16,596.00	\$686,299.10
<b>Totals</b>	<b>\$417,909.00</b>	<b>\$738,278.50</b>	<b>\$16,596.00</b>	<b>\$1,172,783.50</b>	<b>\$180,981.00</b>	<b>\$417,909.00</b>	<b>\$557,297.50</b>	<b>\$16,596.00</b>	<b>\$991,802.50</b>

**Attachment No. 6 to Traveler IGA 2024**

**7-Party Memorandum of Understanding 2024**

**7-PARTY MEMORANDUM OF UNDERSTANDING  
REGARDING GARFIELD COUNTY OLDER ADULT PROGRAMS  
FOR 2024**

This Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, ("BOCC")**

**The City of Rifle, Colorado,**

**The City of Glenwood Springs, Colorado,**

**The Town of Carbondale, Colorado,**

**The Town of New Castle, Colorado,**

**The Town of Silt, Colorado,**

**Roaring Fork Transportation Authority, ("RFTA")**

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of a county-wide meal and transportation services for the Garfield County Older Adult Programs for calendar year 2024 (the "MOU"). This MOU is effective as of January 1, 2024, regardless of the dates on which it is signed.

**BACKGROUND**

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration, and funding of meal and transportation services to senior and disabled citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Older Adult Programs meal and transportation services and determines



the methodology by which those costs will be allocated among them (the "MOU").

- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Older Adult Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2019.
- E. Each of the remaining Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2024 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Older Adult Programs for calendar year 2024.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2024, regardless of the dates signed and shall terminate on December 31, 2024.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Older Adult Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior and disabled citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Older Adult Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:
  - a. Cost Methodology - Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2024.
  - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2022 and June 2023 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.

- c. Application of Cost Methodology to the 2024 Budget: As illustrated in **Attachment A**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2024 is **\$651,409.00**. The BOCC's 40% share of that amount equals **\$260,563.60**. Anticipated grant and program funding income for 2024 is **\$233,500.00**. The remaining balance is **\$157,345.40**.

Municipality	Number of Meals	Percent of Total	Amount Due
Carbondale	2,126	12.26%	\$19,287.15
Glenwood Springs	6,509	37.53%	\$59,049.89
New Castle	1,019	5.88%	\$9,244.41
Silt	2,225	12.83%	\$20,185.28
Rifle	5,465	31.51%	\$49,578.68
<b>TOTAL</b>	<b>17,344</b>	<b>100.00%</b>	<b>\$157,345.40</b>

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

7. Definitions:

- a. Initial Pickup Location: The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.
- b. One-Way Passenger Trips: This represents vehicles transporting passengers one way from their origins to their destinations on any leg of their trips. This does not mean round trips or vehicle trips, since more than one passenger can be riding on a vehicle at the same time resulting in "X" number of one-way passenger trips.

- c. Loaded Miles: Loaded miles are the total distance driven while a passenger is in the vehicle.
- d. Loaded Minutes: Loaded minutes are the total duration of time while a passenger is in the vehicle.

#### 8. Cost Methodology – Transportation

- a. The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted net County and RFTA expenses to provide Traveler Services in 2024. The remaining fifty percent is paid for by grant, program funding, and allocated payments from the Municipalities based upon the fully allocated cost of providing services. Costs will be allocated to the Parties based on the total number of trips provided in each Jurisdiction, and total estimated Loaded Miles, and total estimated Loaded Minutes consumed by each Jurisdiction/Municipality. Costs will be considered allocable to a Jurisdiction/Municipality based upon the Initial Pickup Location as defined in Paragraph 7.a. herein, regardless of the number of trip legs or Jurisdictions/Municipalities visited by the passenger.
- b. RFTA agrees to be responsible for the fully allocated net cost of the Traveler transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle.
- c. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated net cost of Traveler transportation services allocable to their municipalities.
- d. The BOCC agrees to be responsible for any remaining Traveler transportation service costs, including any shortfalls in anticipated grant and program funding income.

9. 2024 Budgeted Contributions: As illustrated in Attachment B, the total budgeted cost to provide Senior and Disabled Transportation Services in 2024 is **\$848,279.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$30,853.00** and **\$817,426.00**, respectively. This cost less the amount of **\$30,000.00** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU, equals the net total County and RFTA expense for the Traveler transportation services in 2024 of **\$818,279.00**.

The BOCC's 50% share of this amount equals **\$409,139.50**. Anticipated grant and program funding income for 2024 is **\$80,000.00**. The total amount of the contribution from the County, including grants and program income is **\$489,139.50**. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2022 may also be applied to the County's

contribution in 2024 for the Senior and Disabled Transportation Services budget. However, pursuant to the provisions of paragraph 13. Annual Reconciliation and True-Up, below, after 2023 there should not be any significant excess budget revenue to apply as a refund to a subsequent year's County contribution.

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

11. Estimated Contributions: On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the 2024 Traveler transportation services costs. The amounts shown are based on the 2024 budgeted amounts identified above and a forecast of ridership and services levels for 2024.

Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale*	260	2,550	6,770	\$23,545	\$11,534	\$12,011
Glenwood Springs*	3,850	16,150	81,130	\$278,030	\$136,200	\$141,829
New Castle*	560	7,060	14,530	\$53,206	\$26,064	\$27,141
Silt	50	360	980	\$3,724	\$1,824	\$1,900
Rifle	4,760	12,990	75,410	\$286,711	\$140,453	\$146,258
Garfield County	1,720	21,400	50,160	\$173,063	\$173,063	-
<b>Total</b>	<b>11,200</b>	<b>60,510</b>	<b>228,980</b>	<b>\$818,279</b>	<b>\$489,140</b>	<b>\$329,140</b>

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

13. Annual Reconciliation & True-up: No later than February 15, 2025 RFTA will publish a reconciliation statement. Actual expenditures for the year will be allocated based on the actual trips, and estimated loaded miles and loaded minutes provided to the Parties in 2024. If the total fully allocated net costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.

14. County Payments to RFTA for the Traveler Program. The amount to be paid by the BOCC to RFTA in 2024 for the provision of the Traveler Transportation Services contemplated by this Agreement is **Six Hundred Six Thousand, Four Hundred Forty Five Dollars (\$606,445.00)**. This amount is based upon RFTA's estimated cost to provide the services in 2024 (\$817,426.00) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000.00) and less the cost to provide such services to the Town of Carbondale (\$12,011.00), the City of Glenwood Springs (\$141,829.00), and the Town of New Castle \$27,141.00), each of which is a member of RFTA. Amounts are projected and should the actual cost exceed the budgeted costs, those funds will be paid through the Restricted Fund Balance/The Traveler, and reimbursed at year end by following the Annual Reconciliation and True-Up procedures described in Paragraph 13., above.

- a. RFTA's Estimated Cost: The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2024, RFTA estimates that it's cost to provide these services is **\$817,426.00**.
- b. Other Traveler Services: The Parties recognize that RFTA's operation of the Traveler by means of this MOU does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2024.
- c. Payment: The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of \$606,445.00 in eleven (11) monthly payments of \$50,537.08 and one monthly payment of \$50,537.12 for Senior and Disabled Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2024 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.
- d. Appropriation: This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this MOU, services to residents of the failing Municipality shall end. The attached budget was provided by RFTA and is considered a draft until the final budget is adopted by the RFTA Board on December 14, 2023. The budget will then be considered final. RFTA anticipates none to

small changes upon final adoption. If the actual cost of the Traveler program exceeds the amount set forth in this MOU, the additional cost will be covered through the Restricted Fund Balance/The Traveler, which would then be reimbursed at year end by following the Annual Reconciliation and True-Up Procedures described in Paragraph 13., above.

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

15. Combined Costs: The combined cost for 2024 Congregate Meal, Well and Wise, and Traveler Transportation Service are set forth on Attachment C.

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

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

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

19. Authority. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

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

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

Carbondale:

Lauren Glister, Town Manager  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623  
970-510-1207  
[lgister@Carbondaleco.net](mailto:lgister@Carbondaleco.net)

Garfield County:

Sharon Longhurst-Pritt, Director  
Garfield County Department of Human Services  
195 West 14<sup>th</sup> Street, Building B

Rifle, CO 81650  
(970) 625-8282 ext. 3265  
[spritt@garfield-county.com](mailto:spritt@garfield-county.com)

Glenwood Springs:

Steve Boyd, Acting City Manager  
City of Glenwood Springs  
101 W. 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
(970) 384-6522  
[steve.boyd@cogs.us](mailto:steve.boyd@cogs.us)

New Castle:

Dave Reynolds, Town Administrator  
New Castle Town Hall  
450 West Main Street,  
PO Box 90  
New Castle, CO 81647  
(970) 984-2311  
[dreynolds@newcastlecolorado.org](mailto:dreynolds@newcastlecolorado.org)

RFTA:

Dan Blankenship, Chief Executive Officer  
Roaring Fork Transportation Authority  
2307 Wulfsohn Road  
Glenwood Springs, CO 81601  
(970) 384-4981  
[dblankenship@rfta.com](mailto:dblankenship@rfta.com)

Rifle:

Tommy Klein, City Manager  
City of Rifle  
202 Railroad Ave  
P. O. Box 1980  
Rifle, CO 81650  
(970) 625-6266  
[tklein@rifleco.org](mailto:tklein@rifleco.org)

Silt:

Jeff Layman, Town Administrator  
Town of Silt  
231 N. 7th Street, PO BOX 70  
Silt, CO 81652  
(970) 876-2353, ext. 813  
[jlayman@townofsilt.org](mailto:jlayman@townofsilt.org)

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**BOARD OF COUNTY COMMISSIONERS OF ATTEST:   GARFIELD COUNTY, COLORADO,**  
**and**  
**BOARD OF SOCIAL SERVICES**

\_\_\_\_\_  
Clerk to the Board                      John Martin, Chairman                      By: \_\_\_\_\_

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST: CITY OF GLENWOOD SPRINGS, COLORADO**

\_\_\_\_\_  
City Clerk                      Jonathan Godes, Mayor                      By: \_\_\_\_\_

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST: ROARING FORK TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Clerk to the Bd. Of Directors      By: \_\_\_\_\_  
Dan Blankenship, Chair

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST: TOWN OF CARBONDALE, COLORADO**

\_\_\_\_\_  
Town Clerk                      Ben Bohmfalk, Mayor                      By: \_\_\_\_\_

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST: TOWN OF SILT, COLORADO**

\_\_\_\_\_  
Town Clerk                      Keith Richel, Mayor                      By: \_\_\_\_\_

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST: TOWN OF NEW CASTLE, COLORADO**

\_\_\_\_\_  
Town Clerk                      Art Riddile, Mayor                      By: \_\_\_\_\_

**DATED:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2024.

**ATTEST: CITY OF RIFLE , COLORADO**

\_\_\_\_\_  
City Clerk                      Ed Green, Mayor                      By: \_\_\_\_\_

**DATED:** \_\_\_\_\_

ATTACHMENTS TO MEMORANDUM OF UNDERSTANDING  
RE: OLDER ADULT PROGRAMS

ATTACHMENT A: 2024 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

ATTACHMENT B: 2024 TRANSPORTATION BUDGET AND COST METHODOLOGY

ATTACHMENT C: 2024 CONGREGAE MEAL, WELL AND WISE, AND TRAVELER  
TRANSPORTATION SERVICE



## ATTACHMENT A

### 2024 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

#### ATTACHMENT A: 2024 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

Nutrition Budget	Annual
Wages	\$ 158,941.00
Employee Benefits	\$ 80,636.00
Professional Services	\$ 6,000.00
Professional - Other	\$ 372,298.00
Repair and maintenance	\$ 200.00
Rental of Land & Buildings	\$ 1,200.00
Communications	\$ 600.00
Printing and Binding	\$ 150.00
DHS - Destruction of Records	\$ 250.00
Travel	\$ 300.00
Motor Pool Charges	\$ 9,034.00
Professional Affiliations	\$ 100.00
Training	\$ 600.00
Office Supplies	\$ 500.00
Operating Supplies	\$ 11,000.00
Computer Supplies	\$ 400.00
Freight, postage, Delivery	\$ 2,700.00
Copy Machine Usage	\$ 1,000.00
Food - non travel related	\$ 3,500.00
Computers & computer equipment	\$ 2,000.00

**Total 12 Month Budget** **\$651,409.00**

Less AAA funding	\$ 190,000.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 30,500.00
<b>Grant &amp; Program Income Total</b>	<b>\$ 233,500.00</b>

40% County Share of Total Expenses	\$ 260,563.60
<b>Garfield County Share</b>	<b>\$ 260,563.60</b>

Projected Income/County Share	\$ 494,063.60
<b>Income less expenses</b>	<b>\$157,345.40</b>

<b>Municipal Budget Share for Distribution</b>	<b>\$157,345.40</b>
--	---------------------

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES				2023		2022	
2024	# of Meals Served	Percent of Total	Municipal Contribution	# Meals	Contributions	# Meals	Contributions
Carbondale	2,126	12.26%	\$19,287.15	1,284	\$ 10,920.06	1,157	\$ 8,555.53
Glenwood Springs	6,509	37.53%	\$59,049.89	6,195	\$ 52,686.76	6,812	\$ 50,371.89
New Castle	1,019	5.88%	\$9,244.41	695	\$ 5,910.78	996	\$ 7,365.00
Silt	2,225	12.83%	\$20,185.28	1,761	\$ 14,976.82	1,778	\$ 13,147.57
Rifle	5,465	31.51%	\$49,578.68	5,924	\$ 50,381.98	7,529	\$ 55,673.81
<b>Municipal Total</b>	<b>17,344</b>	<b>100.00%</b>	<b>\$157,345.40</b>	15,859	\$ 134,876.40	18,272	\$ 135,113.80
<b>Garfield County</b>	<b>5,798</b>			5,073		3,325	
<b>Grand Total</b>	<b>23,142</b>			20,932		21,597	
Based on July 2022 - June 2023 Usage				Based on July 2021 - June 2022		Based on July 2020 - June 2021	

## ATTACHMENT B

### 2024 TRANSPORTATION BUDGET AND COST METHODOLOGY

Cost Methodology—2024	
<b>Transportation Budget</b>	Annual
Wages	\$ 19,491.00
Employee Benefits	\$ 10,762.00
Communication	\$ 200.00
Training	\$ 100.00
Computer Supplies	\$ 200.00
Freight, Postage, Delivery	\$ 100.00
<b>Total County Expenses</b>	<b>\$ 30,853.00</b>
<b>RFTA</b>	<b>\$ 817,426.00</b>
<b>MINUS GWS Paratransit</b>	<b>\$ 30,000.00</b>
<b>Total RFTA Expenses</b>	<b>\$ 787,426.00</b>
<b>Total Expenses</b>	<b>\$ 818,279.00</b>
Less Program Income	\$ 17,000.00
Less CSBG	\$ 63,000.00
<b>Total G/P Income</b>	<b>\$ 80,000.00</b>
Less County Share	\$ 409,139.50
<b>Total 50% County Share</b>	<b>\$ 409,139.50</b>
<b>Total Revenue</b>	<b>\$ 489,139.50</b>
<b>Total Expenses</b>	<b>\$ 818,279.00</b>
<b>Income less expenses</b>	<b>\$ 329,139.50</b>
Municipal Budget Share for Distribution	\$ 329,139.50

#### 2024 Traveler Forecast Service And Cost Data

A	B	C	D	E	F	G
Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	260	2,550	6,770	\$ 23,545	\$ 11,534	\$ 12,011
Glenwood Springs	3,850	16,150	81,130	\$ 278,030	\$ 136,200	\$ 141,829
New Castle	560	7,060	14,530	\$ 53,206	\$ 26,064	\$ 27,141
Silt	50	360	980	\$ 3,724	\$ 1,824	\$ 1,900
Rifle	4,760	12,990	75,410	\$ 286,711	\$ 140,453	\$ 146,258
Garfield County	1,720	21,400	50,160	\$ 173,063	\$ 173,063	\$ -
<b>Total</b>	<b>11,200</b>	<b>60,510</b>	<b>228,980</b>	<b>818,279</b>	<b>489,140</b>	<b>329,140</b>

## ATTACHMENT C:

### 2024 CONGREGATE MEAL, WELL AND WISE, AND TRAVELER TRANSPORTATION SERVICE

#### COMBINED CONTRIBUTION BREAKDOWN

	2024	2024	2024	2024		2024	2024	2024	2024
<i>Jurisdiction</i>	<u>Nutrition</u>	<u>Transportation</u>	<u>Well &amp; Wise</u>	<u>Total</u>	<i>RFTA</i>	<u>Nutrition</u>	<u>Transportation</u>	<u>Well &amp; Wise</u>	<u>Net Adjusted</u>
	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Contributions</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Total</u>
Carbondale	\$19,287.15	\$12,011.00	-	\$31,298.15	\$12,011.00	\$19,287.15	-	-	\$19,287.15
Glenwood Springs	\$59,049.89	\$141,829.00	-	\$200,878.89	\$141,829.00	\$59,049.89	-	-	\$59,049.89
New Castle	\$9,244.41	\$27,141.00	-	\$36,385.41	\$27,141.00	\$9,244.41	-	-	\$9,244.41
Silt	\$20,185.28	\$1,900.00	-	\$22,085.28		\$20,185.28	\$1,900.00	-	\$22,085.28
Rifle	\$49,578.68	\$146,258.00	-	\$195,836.68		\$49,578.68	\$146,258.00	-	\$195,836.68
Garfield County	\$260,563.60	\$409,139.50	\$16,596.00	\$686,299.10		\$260,563.60	\$409,139.50	\$16,596.00	\$686,299.10
Totals	\$417,909.00	\$738,278.50	\$16,596.00	\$1,172,783.50	\$180,981.00	\$417,909.00	\$557,297.50	\$16,596.00	\$991,802.50

**TOWN OF SILT  
RESOLUTION NO. 32  
SERIES OF 2024**

**A RESOLUTION AUTHORIZING AND SUPPORTING A COMMUNITY IMPACT  
GRANT APPLICATION TO GREAT OUTDOORS COLORADO  
FOR THE COMMUNITY PARK RENOVATION PROJECT**

**WHEREAS**, the Town of Silt ("Town") is a political subdivision of the State of Colorado, and therefore an eligible applicant for the community impact grant program offered by Great Outdoors Colorado ("GOCO"); and

**WHEREAS**, Great Outdoors Colorado invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers and open spaces awarding competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife; and

**WHEREAS**, the Town will undertake a community and neighborhood visioning process partnering with Garfield County Colorado State University Extension (CSU Extension), Garfield County Outdoors (GCO), and a trusted Latino community advocate to undertake a bi-lingual, youth driven public outreach process to determine final amenities at Community Park; and

**WHEREAS**, the Town is highly committed to transforming Community Park, an underutilized and aging park, to create a vibrant community asset with new and updated park equipment, amenities and services for the residents of Silt; and

**WHEREAS**, the Town has been invited by GOCO Program Officer to submit a Community Impact Fund Grant Application, after having received a favorable review of the town's concept paper, to request a total of \$900,000 in GOCO funding with a Town of Silt cash match of \$320,000 and in-kind services of \$68,000 for the design and construction of the Regional Park; and

**WHEREAS**, the Silt Board of Trustees finds that the Community Park Renovation Project will promote the health, safety and general welfare of the Silt community.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF SILT, COLORADO,  
THAT:**

**Section 1.**

1. The above recitals are hereby incorporated as findings by the Town.
2. The Board of Trustees of the Town of Silt supports the Community Impact Fund Grant Application and will authorize the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with GOCO.

3. If the grant is awarded, the Board of Trustees hereby authorizes the Town Administrator Jeff Layman to sign the grant agreement with Great Outdoors Colorado.

**Section 2.**

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

**INTRODUCED, READ, PASSED, AND ADOPTED** this 27<sup>th</sup>, day of November 2023.

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT  
RESOLUTION NO. 33  
SERIES OF 2023**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
TOWN OF SILT, COLORADO, OF THE COUNTY OF  
GARFIELD AND THE STATE OF COLORADO  
AUTHORIZING SIGNING OF THE COLORADO RIVER  
WILDFIRE COLLABORATIVE MEMORANDUM OF  
UNDERSTANDING (MOU)**

**WHEREAS**, the Board of Trustees of the Town of Silt recognizes that it would be beneficial to take action to reduce risk in their communities to protect people, property, and places from wildfire loss; and

**WHEREAS**, the Board of Trustees of the Town of Silt recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries.; and

**WHEREAS**, the Board of Trustees of the Town of Silt will work collaboratively and in a coordinated fashion to achieve the shared goals of the Memorandum of Understanding.

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT COLORADO***, that in the course of this participation, the Town of Silt does hereby agree the purpose of this MOU is to document the cooperation between the parties to establish the Collaborative as an informal, unincorporated collaborative organization, in which the members set mutual goals and priorities, utilize existing forest management tools and legal authorities, and align their decisions on where to make the investments needed to achieve the purpose and goals set forth for the Colorado River Wildfire Collaborative

**INTRODUCED, READ, PASSED, AND ADOPTED** THIS 27<sup>th</sup> day of November 2023.

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT  
RESOLUTION NO. 36  
SERIES OF 2023**

**A RESOLUTION SUPPORTING THE GRANT APPLICATION  
FOR A DEPARTMENT OF LOCAL AFFAIRS MORE HOUSING  
NOW & LAND USE INITIATIVE IN THE AMOUNT OF \$67,500  
FOR A TOTAL PROJECT COST OF \$75,000, IN ORDER TO  
UNDERTAKE A HOUSING NEEDS ASSESSMENT AND  
UPDATE THE TOWN OF SILT'S LAND USE CODE.**

**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 Department of Local Affairs (DOLA) More Housing Now & Land Use Initiative grant,

**WHEREAS**, the Town will submit a DOLA More Housing Now & Land Use grant in the amount of \$67,500 with a total project cost of \$75,000 for Silt's Affordable Housing Future Project; and

**WHEREAS**, the Town will match the grant request with \$6,750 to fully fund the project; and

**WHEREAS**, the More Housing Now & Land Use Initiative grant would allow for the Town to undertake a housing needs assessment, public outreach process, update its land use code; and

**WHEREAS**, the Town believes that the timing of this project is critical to protect its long-term economy by providing housing solutions; and

**WHEREAS**, the Board recognizes that such grant would benefit current and future residents of the Town; and

**WHEREAS**, the Town Board of Trustees ("Board") supports staff in its grant application for More Housing Now and Land Use Initiative and if funded, ensures that such project will be complete as per the grant guidelines, 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 More Housing Now & Land Use Initiative application in the total amount of \$67,750, with a contribution from the Town of Silt's General Fund in the amount of \$ 7,500 for Silt's Affordable Housing Future Project;
- 3) If the grant is awarded, the Board strongly supports Silt's Affordable Housing Future 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 with the More Housing Now & Land Use Initiative; and
- 5) If a grant is awarded, the Board hereby authorizes Town Administrator Jeff Layman to sign the More Housing Now & Land Use Initiative Agreement.

## **Section 2**

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

**INTRODUCED, READ, PASSED, AND ADOPTED** this 27<sup>th</sup>, day of November 2023.

TOWN OF SILT

---

Mayor Keith B. Richel

ATTEST:

---

Town Clerk Sheila M. McIntyre, CMC



**TOWN OF SILT**  
**BOARD OF TRUSTEES**

**Public Hearing Action Item- Special Use Permit**

**Monday, November 27, 2023 7:00 PM**

<b>Project:</b>	Brewzone Special Use Permit
<b>Location:</b>	502 Front Street, Units 504 & 506 and 550 Front Street
<b>Applicant:</b>	Rich Lynch, Dba All in Brewing, LLC
<b>Owner:</b>	M&M Ventures
<b>Current Zoning:</b>	B-3
<b>Proposed Zoning:</b>	No Proposed Change
<b>Present Land Use:</b>	Commercial Office and Retail Space
<b>Proposed Land Use:</b>	Brewpub & Food Truck

**Description of Request**

Mr. Lynch was contacted by the State Liquor Board, stating that he was unable to have a financial interest in the two licenses that he obtained. He had a whole sale and retail license but due to state regulation, was not able to keep both in his name. He and his business partner are both listed as owners on the two different LLC's, so Mr. Lynch had a choice to remove himself and his partner from the two different LLC's, so they each had only one vested interest, or change his designation to the Silt location from a Brewery, to a Brewpub. Town staff explained that the changing from Brewery to Brewpub would now take the business from a use by right, to a special use, as a Brewpub designation is not described in the Town Code.

After receiving the requirements from the state, and the options from the Town Code, Mr. Lynch stated that he was not in too big of a hurry to open and wanted to keep both he and his partner on both LLC's, so he decided to change his use in Silt from a Brewery to Brewpub.

Overall, the business proposal is similar. The changes include, but are not limited to the following liquor licensing requirements and zoning use changes:

- Brewery does not require Town Liquor License, but a Brewpub does, so Mr. Lynch has applied for a Town Liquor License
- Brewery does not require that on site premise food be sold (just provided), however, a Brewpub does require that a minimum of 15% of all sales must be from food, annually.
- Brewery is only able to serve the beer that is being brewed and a Brewpub allows for the addition of wine and mixed-drinks.

With Mr. Lynch changing his liquor license to a Brewpub, rather than a brewery, the Town cannot keep his zoning designation as a brewery, which was a use by right. The Silt Municipal Code does not define Brewpub, so it is designated as “any use not described as a permitted use, special use or a prohibited use” is a special use permit. There are two other zoning use categories that could be similar enough to a Brewpub, however, both are a special use permit in a B-3 zone district as well, so a special use permit is the best option for Mr. Lynch to utilize for his business, at this location.

17.13.020 Appendix A |

TYPE OF BUSINESS	AG	R-1	R-2	R-3	B-I	B-1	B-2	B-3	PU	DMD
X = permitted use; SU = special use; PR = prohibited use										
Restaurants, delicatessens, fast food establishments or any establishment providing prepared food, including serving of alcoholic beverages as a secondary sale	PR	PR	PR	PR	SU	X	X	SU	PR	PR

17.13.020 Appendix A

TYPE OF BUSINESS	AG	R-1	R-2	R-3	B-I	B-1	B-2	B-3	PU	DMD
X = permitted use; SU = special use; PR = prohibited use										
Any use not described as a permitted use, special use or a prohibited use	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU

17.13.020 Appendix A |

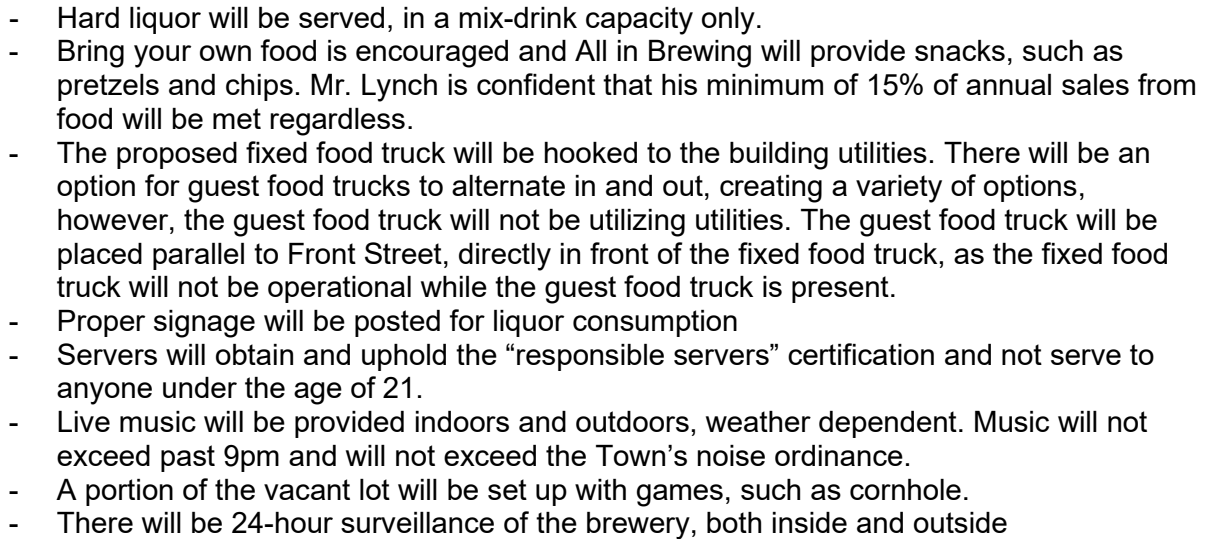
TYPE OF BUSINESS	AG	R-1	R-2	R-3	B-I	B-1	B-2	B-3	PU	DMD
X = permitted use; SU = special use; PR = prohibited use										
Liquor stores, taverns, or bars whereby the majority of business is derived from the sale of alcohol	PR	PR	PR	PR	SU	X	X	SU	PR	PR

## Operating Plan

All in brewing, LLC proposes to open a brewpub and food truck at 502 Front Street, Units 504 & 506, as well as 550 Front Street, the adjacent, vacant, lot to the east.

Mr. Lynch has provided the operating plan for the proposed business, with the below pertinent information:

- Hours of operation will be Wednesday, Thursday and Friday from 3pm – 9pm, Saturdays from noon to 8pm and Sundays from noon to 6pm. The hours of operation could change or be altered for private parties, however it is stated that the business will not operate past 10pm, to the general public.
- There will be indoor and outdoor seating, as well as a walk-in cooler and secured brewing area
- All in Brewing has stated that they will be compliant with all required liquor licensing, which will now require a Town Liquor License.
- This operation will be a small batch brewery, using an estimated 700 gallons per month
- Mr. Lynch does not believe that there will be any hazard to the community or wastewater plant, as the yeast is organic and once fermented then cleaned, the yeast is diluted, so it will no longer be active and safe for the Town water system.



## **Comprehensive Plan**

The Comprehensive Plan, as amended in 2017, designates this parcel with a Commercial and Support Land Use Designation. Those properties within the Comprehensive Plan Land Use Designation of “Service and Commercial Support” are outside of the Town’s Downtown area, but are expected to have good visibility from Main Street and/or the I-70 corridor. The “Service and Commercial Support” designation is not expected to extend more than two blocks north of Highway 6. For this reason, it is appropriate to expect that these properties will provide the Town with solid retail and service commercial businesses, such as construction related businesses like supply companies, office-type businesses such as real estate offices, craftsmen type businesses such as cabinet makers, and other services such as auto repair and small appliance repair, hotels, and convenience stores. These properties should look inviting and aesthetically professional, and the structures should have a western appeal or theme if possible. This area is crucial for the Town’s employment picture, providing local jobs within the core of the community, and keeping the residents close to enjoy the time not spent working with their families and friends. While retail businesses may not be the main focus in the “Service and Commercial Support” area, it is important for the Town to encourage any business that provides clean commercial without air pollution, noise, undesired odor, vibration or wasted resources. As the Town and/or businesses grow(s), this Comprehensive Plan Land Use Designation will have to shrink in order to accommodate a larger “Downtown” area.

## **Staff Findings and Conclusions**

Overall, staff finds that this application and proposal align with the comprehensive plan and expansion of the downtown area.

Town Staff believes that the brewpub and fixed food truck will draw local and traveling customers, helping to drive commerce in Silt.

The Planning and Zoning Commission recommends approval for this proposal, with the following conditions:

## **Planner Recommendation**

Staff recommends approval of the Special Use Permit, allowing All in Brewing to operate a Brewpub and fixed food truck, at the proposed location with the following conditions:

- 1) That all statements made by the applicant both in the application and in any meetings before the Board of Trustees be considered conditions of approval, unless modified in any subsequent conditions.
- 2) That the applicant obtains and follows all necessary liquor license requirements, for a Brewpub, from the State of Colorado and the Town of Silt. This includes proof that 15% of all on premise food and alcohol sales, consumed on site, has been satisfied. The food provided must meet the State Liquor requirements, with being food of sustenance. It’s Mr. Lynch’s responsibility to confirm with Town and State Liquor requirements that off premise food is

allowed to be brought on site for consumption. All evidence of these approvals need to be submitted to the Town Clerk.

3) That the applicant obtains a building permit for all improvements within the structure as well as for any improvements for outdoor space.

4) That the applicant notifies the Town Community Development Department on any proposed changes over time and/or expansion of activities within the building or anywhere else on the premises including areas for outside liquor consumption such as a patio. Said changes may require additional land use applications, permitting or licensing.

5) That the Applicant/Owner coordinate with the Public Works Director as part of the building permit process and make appropriate arrangements to mitigate any potential wastewater issues related to spoiled brewing affluent and/or other items that could adversely impact the Town's wastewater treatment system. A grease trap is required to be installed and inspected for any food truck that will be attached to the Town's system.

6) That the applicant acquires the proper licensing through Garfield County Public Health and the Town of Silt for the Business and Food Truck, prior to the Food Truck being placed on the property and operating.

7) That a food truck be open anytime that the Brewpub is serving alcohol to the public or at private gatherings. Said food truck needs to be within the fenced area, with proper required signage.

8) That the applicant provides any additional requested documents and pay any remaining fees, prior to operating business.

9) That the food truck not move location, without prior consent from the Town. The food truck will only run parallel to Front Street, aligning with the southeast corner of the building. The food truck will not be permitted to run perpendicular with Front Street, as this will not allow for the mitigation of noise to the adjacent properties to the north.

10) That the parking lot addition to the vacant lot have an access from the alley and an additional access point from 6<sup>th</sup> Street. There will be no access from Front Street, without further discussion and approval from the Town.

11) That this approval is not for construction, but rather approval for the use of the land. Additional licensing and permitting will be required separately.

12) That the hours of operation not exceed past 10:00pm.

13) That the applicant installs a 6' privacy fence on the north side of the property, to better help mitigate disturbances to adjacent properties.

**Recommended Motion: I move to approve the Special Use Permit and Resolution Number 34, Series 2023, for All in Brewing LLC, to operate a Brewpub and fixed food truck at 502 Front Street, Units 504 & 506, as well as 550 Front Street, with the conditions noted above or verbally added during this meeting.**

**TOWN OF SILT  
RESOLUTION NO. 34  
SERIES OF 2023**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE  
OPERATION OF A BREWPUB AND FOOD TRUCK AT 502, UNITS 504 AND  
506, AS WELL AS 550 FRONT STREET, WITHIN THE TOWN OF SILT,  
GARFIELD COUNTY, STATE OF COLORADO**

**WHEREAS**, All in Brewing submitted an application for a Special Use Application ("Application") on or about October 2, 2023 requesting that they be allowed to operate a Brewpub and Food Truck from 502 Front Street, units 504 & 506, as well as 550 Front Street; and

**WHEREAS**, Legal Description of 504 and 506 Front Street is Section: 10 Township: 6 Range: 92 Subdivision: ORIGINAL TWNSTE SILT Block: 15 Lot: 11 THRU:- Lot: 14 ALSO, LOTS C & D and Legal Description of 550 Front Street is Section: 10 Township: 6 Range: 92 Subdivision: ORIGINAL TWNSTE SILT Block: 15 Lot: 15 THRU:- Lot: 20 11866 SQUARE FEET

**WHEREAS**, Town Staff processed the application and forwarded the application as well as staff comments about the application and various memoranda to the Town Planning and Zoning Commission ("Commission"); and

**WHEREAS**, the commission reviewed and discussed the application at its regular meeting on November 8, 2023; and

**WHEREAS**, Town Staff forwarded the application as well as staff comments about the application, Planning and Zoning Commission recommendation of approval with attached conditions and various memoranda to the Board of Trustees ("Board"); and

**WHEREAS**, the Board of Trustees reviewed and discussed the application at its regular meeting on November 27, 2023; and

**WHEREAS**, upon proper consideration there is a finding that it is reasonable to approve the proposed use, as it aligns with the 2017 Silt Comprehensive plan, and it doesn't appear to have any significant negative impact to adjacent properties.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:** the Special Use Permit for a Food Truck and Brewpub is hereby granted for 502 (units 504 & 506) and 550 Front Street within the Town of Silt, Colorado ("Town") subject to the following conditions:

- 1) That all statements made by the applicant both in the application and in any

meetings before the Board of Trustees be considered conditions of approval, unless modified in any subsequent conditions.

2) That the applicant obtains and follows all necessary liquor license requirements, for a Brewpub, from the State of Colorado and the Town of Silt. This includes proof that 15% of all on premise food and alcohol sales, consumed on site, has been satisfied. The food provided must meet the State Liquor requirements, with being food of sustenance. It's Mr. Lynch's responsibility to confirm with Town and State Liquor requirements that off premise food is allowed to be brought on site for consumption. All evidence of these approvals need to be submitted to the Town Clerk.

3) That the applicant obtains a building permit for all improvements within the structure as well as for any improvements for outdoor space.

4) That the applicant notifies the Town Community Development Department on any proposed changes over time and/or expansion of activities within the building or anywhere else on the premises including areas for outside liquor consumption such as a patio. Said changes may require additional land use applications, permitting or licensing.

5) That the Applicant/Owner coordinate with the Public Works Director as part of the building permit process and make appropriate arrangements to mitigate any potential wastewater issues related to spoiled brewing affluent and/or other items that could adversely impact the Town's wastewater treatment system. A grease trap is required to be installed and inspected for any food truck that will be attached to the Town's system.

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7) That a food truck be open anytime that the Brewpub is serving alcohol to the public or at private gatherings. Said food truck needs to be within the fenced area, with proper required signage.

8) That the applicant provides any additional requested documents and pay any remaining fees, prior to operating business.



9) That the food truck not move location, without prior consent from the Town. The food truck will only run parallel to Front Street, aligning with the southeast corner of the building. The food truck will not be permitted to run perpendicular with Front Street, as this will not allow for the mitigation of noise to the adjacent properties to the north.

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11) That this approval is not for construction, but rather approval for the use of the land. Additional licensing and permitting will be required separately.

12) That the hours of operation not exceed past 10:00pm.

13) That the applicant installs a 6' privacy fence on the north side of the property, to better help mitigate disturbances to adjacent properties.

**INTRODUCED, READ AND APPROVED** at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 27th day of November, 2023.

ATTEST:

TOWN OF SILT

\_\_\_\_\_  
Mayor, Keith Richel

\_\_\_\_\_  
Community Development Manager, Nicole Centeno



Community Development Department  
231 N. 7<sup>th</sup> Street, Silt, CO 81652  
(970) 876-2353 (office) (970) 876-2937 (fax)  
www.TownOfSilt.org

## Land Use Application Form

<input type="checkbox"/> Amended Plat	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Subdivision Exemption
<input type="checkbox"/> Annexation	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Floodplain Development
<input type="checkbox"/> Final Plan	<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Vacation of Right-of-Way
<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Metro District or Special District
<input type="checkbox"/> Easement Agreement	<input type="checkbox"/> Zoning or Rezoning	<input type="checkbox"/> Subdivision Improvement Agreement
<input type="checkbox"/> Preliminary Plan	<input checked="" type="checkbox"/> Special Use Permit	<input type="checkbox"/> ADA or ADA Amendment
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Intergovernmental Agreement	Other: _____

Project Name: Allen Bay 'Bewzme' Project Description: Brewery, Brew Pub,  
Owner's Name: Richell Lyh Owner's Number: 303 911 9165 Owner's Email Address: Allen.brewery11c@gmail  
Address: 504, 506 front street Parcel ID Number: 217910220008  
Legal Description (attach additional sheets if necessary): 10 township; 6 Range; 92 S1/4 division  
Original waste Silt Block 15 lot 11 thru lot 14 also lots C, D.  
Access to Property: 5th street, 6th street, front street  
Acreage or Square Footage: 10,000 sq ft Existing Land Use Designation: Commercial  
Proposed Land Use Designation: Commercial  
Existing Zoning: B-3 Proposed Zoning: B-3  
Proposed Use / Intensity of Use: Brew Pub / Food truck

### Submittal Requirements:

- A completed original application with original signatures and two copies (2 full sets) shall be submitted to the department for review. The application shall include two sets of 24" x 36" plans, plats and other appropriate drawings. Full application must also be submitted in electronic format.
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications will not be accepted and will delay processing.
- When the documents are deemed adequate, additional copies as required by the department shall be submitted no less than ten (10) days before the public hearing.
- All documents submitted for Land Use Applications shall be collated and paper-clipped (no staples). All plans, plats or drawings shall be organized and submitted ready for review, to avoid delays in processing. Fees and Deposits are collected at the time of submittal.

### STAFF USE ONLY

Pre-app conference: \_\_\_\_\_ (date) Fees: \_\_\_\_\_  
Application Received: \_\_\_\_\_ (date) Deposits: \_\_\_\_\_  
PZC approval: \_\_\_\_\_ (date) Date Fees Collected: \_\_\_\_\_  
BOT approval: \_\_\_\_\_ (date)

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## Billable Party Agreement

Property Owner(s) Name: MIKE MILLER Phone: 970 329-3419  
Company: MDM Ventures Fax: \_\_\_\_\_  
Address: 1435 Airport Rd Rifle, CO 81650  
Authorized Rep.: Name: RICHARD LYNCH Phone: 303-910-9063  
Company: All in Brewing LLC Fax: \_\_\_\_\_  
Address: Po Box 1872 Rifle, CO 81650  
Billable Party: Owner \_\_\_\_\_ Representative ✓

The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all billable staff time and contract services, including, but not limited to, planning, reviewing, inspecting, engineering, surveying and legal services rendered in connection with the applicant's request. A deposit will be required if deemed necessary by Town Staff. The Billable Party shall also reimburse the Town for the cost of making any corrections or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at a rate of 5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Name (printed): RICHARD LYNCH  
Address: 184 W. 26<sup>th</sup> St. Rifle CO 81650  
Phone: 303 910 9063 Email: ALLinbrewingllc@gmail.com  
Type of Identification: CO License Identification Number & Expiration: 15-211-0370  
Signature: [Signature] Date: 10/2/2023  
County of Garfield )  
State of Colorado ) §

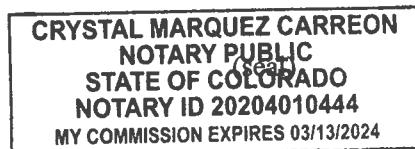
Sworn to and subscribed before me this 2 day of October, 2023  
(Day) (Month) (Year)

By Crystal Marquez Carreon  
(Notary Name)

Witness my hand and official seal

[Signature]  
(Notary Signature)

Notary Public  
My Commission Expires 03/13/2024



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# Town of Silt Community Development

231 N. 7<sup>th</sup> Street, Silt Colorado 81652; (970)876-2353 ext. 110



## LAND USE ACTIVITY IMPACT STATEMENT

Name of Applicant: ALL in Brewing LLC Date: 10/2/2023

Location of Property: 501 d 506 front street

Land Use Request: Brewing, Brew Pub, food truck

Please answer the following questions to the best of your ability. Attach additional pages as needed.

1. Is your request compatible with the Silt Municipal Code? Yes/No

2. Is your request compatible with the Silt Comprehensive Plan? Yes/No

If not, how is your request useful to the Town of Silt?

3. Explain how your request is compatible with the immediate area surrounding the site. THE AREA IS COMMERCIAL USE AREA

4. How is your request desirable for the Town of Silt?

THIS BRINGS MORE TAX INCOME, TOURISM TO SILT

5. Detail any real or possible environmental, town service, or other impacts your request may have.

None

6. Are there or have there ever been any landfills on any part of the property included in your request? Yes/ No

7. Please mark all the concerns or impacts listed below which apply to your request and give a brief statement about how you have addressed them.

N/A

- a. \_\_\_\_\_ traffic
- b. \_\_\_\_\_ town services (water, sewer, etc.)
- c. \_\_\_\_\_ signage
- d. \_\_\_\_\_ open space
- e. \_\_\_\_\_ schools
- f. \_\_\_\_\_ emergency services (police, fire, medical)
- g. \_\_\_\_\_ other utilities (electrical, etc.)
- h. \_\_\_\_\_ other (pollution, etc.)

Please list any other items or information which you feel would be of help in assessing your application.

**TOWN OF SILT, PROOF OF PUBLIC NOTICE AND CERTIFICATE OF MAILING**

Project: ALL in Brewing "Brewzone" Brew Pub, Food truck, tasting Room

I HEREBY AFFIRM THAT Public Notice requirements of the Silt Municipal Code have been met for the Public Hearing before the Silt Planning & Zoning Commission/Board of Trustees to be held on \_\_\_\_\_, 20\_\_

In addition, I hereby affirm that on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I mailed first class, certified return receipt, a true copy of the attached Public Notice by placing the same postage prepaid in the United States Mail at \_\_\_\_\_, Colorado, addressed to those property owners on the submitted and approved list.

The Town has been provided with the following:

1. Certificate(s) of Mailing (original mailing receipts and return receipts)
2. Proof of publication from a newspaper of general circulation within the Town showing that prior to the meeting, the Public Notice was advertised as required per Silt Municipal Code.
3. List of names and mailing addresses of all surrounding property owners within 200 feet of subject property.

RICHARD LYNCH  
Name of Applicant (printed)

[Signature] 10/2/23  
Signature of Applicant Date

County of Garfield  
State of Colorado

ss.

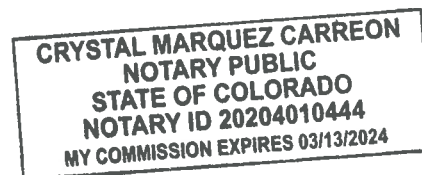
Sworn to and subscribed before me this 2 day of October, 2023.  
(fill in day) (fill in month) (fill in year)

By RICHARD JOSEPH LYNCH  
(name printed)

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: 03/13/2024



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**Disclosure of Property Ownership**

- ☐ If owner is an individual, indicate name exactly as it appears on the deed.
- ☒ If owner is a corporation, partnership, limited partnership or other business entity, name principals on a separate page. Please include articles of organization, partnership agreement, etc., as applicable.
- ☐ If owner is a land trust, name beneficiaries on a separate page.
- ☐ If applicant is a lessee, indicate the owner(s) on a separate page.
- ☐ If applicant is a contract purchaser, attach a copy of the contract and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es) and phone number(s) for all owners.

**Property Owner Affidavit**

I/We, M&M Ventures, Inc., being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data and all other supplementary matter attached hereto and made part of this application are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize Town staff to visit the site as necessary for proper review of this application.

(If there are special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site)

M&M Ventures Inc. by  
Name (printed) Dan A. Meekin, VP

Name (printed)

1435 Airport Road

Rifle, CO 81650

Address

Address

(970) 379-3419 or (970) 309-6966

Phone

Phone

Fax

Fax

x Dan Meekin  
Signature

Signature

CO DL 92-155-4117  
Type of Identification

County of Garfield

State of Colorado

ss.

Sworn to and subscribed before me this 2 day of October, 2023  
(fill in day) (fill in month) (fill in year)

By Nicole Centeno  
(name printed)

Witness my hand and official seal

Notary Public

My Commission expires: 2-19-24

NICOLE MARIE CENTENO  
NOTARY PUBLIC - STATE OF COLORADO  
No (seal) #20204007103  
My Commission Expires 2/19/2024



Authorized Representative

I/We further permit Richard Lynch & Hunt JV  
DBA All in Army LLC to act as my/our representative  
in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public  
hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to  
keep the owner(s) adequately informed as to the status of the application.

M & M Ventures Inc.  
Name (printed)

1435 Airport Road

Rifle, CO 81650  
Address

(970) 379-3419 or (970) 309-6966  
Phone

Fax

[Signature]  
Signature

CO DL 92-155-4117  
Type of Identification

County of Garfield

State of Colorado

ss.

Sworn to and subscribed before me this 2 day of October, 2023.  
(fill in day) (fill in month) (fill in year)

By Nicole Centeno  
(name printed)

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission expires: 2-19-24

NICOLE MARIE CENTENO  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20204007103  
My Commission Expires 2/19/2024

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BACK, DARYL JR & CAROLINE J  
521 MAIN STREET  
SILT CO 81652

GARCIA, ANGEL C & BERTHA E  
159 RIVERBOAT DRIVE  
NEW CASTLE CO 81647

JAMES, PATRICIA JOY FAMILY TRUST  
PO BOX 13  
SILT CO 81652

KOLBE, NATHANIEL M  
1750 COUNTY ROAD 109  
GLENWOOD SPRINGS CO 81601

M & M VENTURES INC  
1435 AIRPORT ROAD  
RIFLE CO 81650

M&M VENTURES INC.  
1435 AIRPORT ROAD  
RIFLE CO 81650

VELTUS, LOIS A  
6651 COUNTY ROAD 115  
GLENWOOD SPRINGS CO 81601

WALLACE, IAN B & JAMES A S II  
1428 ANVIL VIEW AVE  
RIFLE CO 81650

WALLACE, JAMES A S & IAN B  
PO BOX 576  
SILT CO 81652

Douglas Wight  
P.O. Box 453  
Silt CO 81652

Colorado River Fire  
protection District  
1850 Railroad Ave  
Rifle CO 81650

Vanessa Westmoreland  
121 N 6th St  
Silt CO 81652

Cody Anderson  
101 N 5th St  
Silt CO 81652

Martha & Felipe Sanchez  
146 Rabbit Road  
Carbondale CO 81623

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Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
Reception No. \_\_\_\_\_ Recorder.

## WARRANTY DEED

THIS DEED, made on July 24, 2015,

Between **Alan D. Duncan**

of the County of MONTEZUMA, and State of CO, grantor, and

**M & M Ventures Inc.**

whose legal address is : 120 E. 3rd Street, Suite A, Rifle, CO, 81650

of the County of Garfield and State of CO, grantee:

WITNESSETH That the grantor for and in consideration of the sum of \$352,000.00 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

Lots C, D, 11, 12, 13 and 14  
Block 15  
Town of Silt

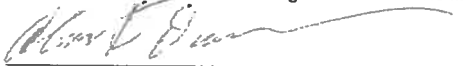
as known by street and number as: 502-506 Front Street Silt CO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the Grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes and assessments for the year 2015 and subsequent years and all those specific exceptions described by reference to recorded documents as reflected in Commonwealth Title Company's Commitment No. 1412046-1

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

  
Alan D. Duncan

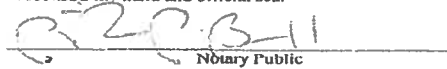
STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on July 24, 2015, by Alan D. Duncan.

My commission expires:

PATRICK P. BURWELL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20084035033  
My Commission Expires October 14, 2016

WITNESS my hand and official seal

  
Notary Public  
127 East 5th Street  
Rifle, CO 81650

Commonwealth File No. 1412046-1

Return to:  
M & M Ventures Inc.  
120 E. 3rd Street, Suite A  
Rifle CO 81650

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## COMMERCIAL LEASE

This Commercial Lease (the "Lease") is made on August 31, 2023 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

### PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** M&M Ventures Inc. (the "Landlord").
2. **Tenant:** Richard Lynch and Hong Xu dba All in Brewing LLC (the "Tenant").
3. **Premises:** Landlord hereby leases and demises to Tenant the following real property: 504-506 Front Street, and adjacent lot known as TBD Front Street, Silt, Colorado 81652 (the "Premises").
4. **Term:** Landlord leases the Premises to Tenant from twelve o'clock noon on the 1<sup>st</sup> day of September, 2023 and until 11:59 p.m. on the 31<sup>st</sup> day of August, 2028 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.
5. **Rent:** The rental payment is Four Thousand and 00/100 Dollars (\$4,000.00) payable in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: 1435 Airport Road, Rifle, Colorado 81650 or at such other place designated by written notice from Landlord. Rental payments are waived for September – November 2023. Landlord hereby acknowledges receipt of rent for December 2023 and last month's rent.
6. **Security Deposit:** Tenant has paid a security deposit (the "Security Deposit") in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) to Landlord. Security Deposit to be held by Landlord without interest as security for performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit is not advance payment of rental or a measure of Landlord's damages in case of default by Tenant.
7. **Use:** The Premises shall be used for the primary business of **Brew Zone**, provided these uses conform with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.
8. **Utilities:** Tenant shall pay all water, sewer, gas, electricity, trash, telephone and other services and utilities used by Tenant on leased premises. In the event that Tenant fails to pay any utility bills in a timely manner, Landlord may, at its sole discretion, pay the utility bills in order to protect the Premises. All amounts paid by Landlord on Tenant's behalf shall be immediately reimbursed by Tenant to Landlord. Tenant shall not conduct any operations or any other functions for which the Silt Municipal Code requires a Special Use Permit unless and until such permit is issued to Tenant and a copy has been provided to Landlord.
9. **Repairs and Maintenance of the Premises:** The Landlord shall maintain the foundation, exterior walls, and roof of the Premises in good repair. The Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall keep all sidewalks on the Premises free and clear of ice and snow and mud, all landscape area shall be kept free of weeds per ordinances of the Town of Silt. Any fees incurred due to violation of these ordinances shall be the sole responsibility of the Tenant.
10. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or its suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state,

or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

**11. Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with any local or state laws and regulations. Tenant shall repair any damage to the Premises resulting from the removal of signs installed by the Tenant.

b. **Prohibitions:** Tenant shall not act in any manner that would interfere with, or be a nuisance to adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord or co-tenants. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

c. **Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

d. **Spills:** Interior and exterior grounds must be cleaned of any spills including, but not limited to, flammables and pollutants (e.g. gas, oil and grease).

e. **Lodging Prohibited:** Premises shall not be used for lodging including, but not limited to: campers, motorhomes and 5<sup>th</sup> wheel trailers.

f. **Restroom Use:** The toilets, wash basins and other restroom facilities shall not be used for any purpose other than that for which they were constructed. No foreign substances of any kind shall be placed in them. Any fees incurred due to violation of this rule shall be the sole responsibility of the Tenant.

**12. Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant. Landlord shall be entitled to assign the Lease at Landlord's sole discretion.

**13. Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, normal wear and tear excepted.

**14. Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

**15. No Offset:** Tenant shall have no right to withhold or set off any Rent or Additional Rent due Landlord.

**16. Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease.

17. **Default:** If Tenant is in arrears in the payment of any installment of Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any remedy or series of remedies authorized by Colorado law.

18. **Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of landlord's property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon landlord's property.

19. **Fire/Casualty Insurance:** Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.


20. **Insurance Requirements:** Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 per occurrence for bodily injury and/or property damage or combination thereof and not less than \$2,000,000 aggregate for any one policy period. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

21. **Waiver of Liability:** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about landlord's property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near landlord's property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

22. **Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

23. **Destruction, or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial

Initials:    
Landlord Tenant

destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph 24 shall apply if Landlord determines that the partial destruction will not be repaired.

**b. Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 24 shall apply.

**c. Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph 24 shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

**d. Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph 24, the Term hereby granted by the Lease shall cease and the Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph 24. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 24, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

**24. Holdover:** If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

**25. Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises.

**26. Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) personally delivered, with proper proof of service; (ii) sent via U.S. first class mail, postage prepaid.; or (iii) sent via recognized overnight delivery service. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

**27. Attorneys' Fees:** In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

**28. Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

**29. Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

**30. Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

**SIGNATURES ON FOLLOWING PAGE**

TENANT:

  
[Signature]

Richard Lyck  
[Print Name]

Marygy Picket  
[Title]

Date: 10/3/2023

LANDLORD:

  
[Signature]

Dan Meskin  
[Print Name]

VP  
[Title]

Date: 10/3/23

All checks and correspondence to Tenant shall be sent to:

All in Brewing LLC  
11115 Affinity Court, Unit 2  
San Diego, CA 92131

All checks and correspondence to Landlord shall be sent to:

M&M Ventures Inc.  
1435 Airport Road  
Rifle, CO 81650

Initials:    
Landlord Tenant

# ALL IN-BREWING LLC

## OPERATIONS PLAN

DBA "BREWZONE SILT "

10/02/2023

Owners / Operators

Richard Lynch

Hong Xu

504, 506 Front Street

Silt, CO 81652

Federal License # BR – CO - 21499

We are submitting this "Amended" Plan of operation for the brewery previously approved at 504, and 506 Front Street Silt.

There was an oversight on the side of the state when issuing us a separate liquor license in Rifle after our brewery application was already completed here in silt.

It appears that the brewery is taxed as a manufacturer and wholesaler and that bars and restaurants are considered retail sales licenses.

As individuals my partner and I cannot have interest in a retail and wholesale license in these categories at the same time by state law, however per the tax code a "Brew Pub" is considered retail due to "certain restrictions" in the license.

Our operations plan we submitted previously as a brewery will not change as the Brew Pub license allows for the brewing and distribution at our level to remain the same.

We are a brewery with a food truck and not a bar / restaurant.

The only change would be that we can serve a "Limited" amount of wine that we must buy through a wholesale supplier.

Richard Lynch

All In Brewing LLC

Managing Partner



# ALL IN-BREWING LLC

## OPERATIONS PLAN

DBA "BREWZONE SILT "

11/02/2023

Owners / Operators

Richard Lynch

Hong Xu

504, 506 Front Street

Silt, CO 81652

Federal License # BR – CO – 21499

State License # 03 - 20084

We are submitting this Explanation reason for applying for a special use permit for the brewery previously approved at 504, and 506 Front Street Silt.

There was an oversight on the side of the state when issuing us a hotel / restaurant License in Rifle after our brewery application was completed and approved here in silt.

Breweries in Colorado are categorized as manufacturer and wholesale operations and bars and restaurants are considered retail sales licenses. Owners cannot have financial interest in both so the state has had us change the brewery to a "Brew pub".

The only thing this changes for the state is that it limits us to brewing and wholesaling 1,000,000 gallons per year and selling 300,000 gallons to our "retail" business. This regulation keeps the larger breweries from wholesaling to themselves as retailers large amounts of product.

We are not changing our brewing operations, or previously submitted plans.

The town of Silt does not have a license for a "Brew pub" so the community development staff put us in the restaurant / Bar licensing category which requires a special use permit. Our operations plan we submitted previously as a brewery will not change as the Brew Pub license allows for the brewing and distribution at our level to remain the same.

The only difference in licensing is since we have food on-site, we will be permitted to sell wine and mixed drinks on a limited basis. We cannot and will not serve shots, martinis, or any drink of the sort. We can serve rum and coke, vodka and orange juice, slushy type drinks only.

A. Compliance of the application with this code; We are well within the restaurant / bar code as the town does not have licensing procedures for a "brew pub" as a use. We are still a brewery with food trucks as previously licensed for, our operations are not changing. As a "Brew pub" only 15% of the yearly gross must be food opposed to the hotel / restaurant licensing that requires an on-site kitchen and 25% food sales. There is not a requirement to have an on-site kitchen if you have a restaurant to use as a commissary kitchen and can cater the food in, but since we have been approved to have a fixed food truck on site and other trucks on occasions, we are well within the code.

B. Compatibility of the proposal with the character of the surrounding area; The surrounding area is commercial, and the off main street location makes it perfect for our use as a brewery with tasting room and food trucks. Silt we have the only brewery between palisade and Glenwood.

C. Desirability and need for the proposed use; This use will be unique as there is no other business like it in town and the feedback from the general public is excitement.

D. Encouragement of the most appropriate use of land throughout the town; Breweries bring tourist and hopefully will draw other businesses that can make silt a destination town.

E. Potential for adverse environmental influences that might result from the proposed use; There are no adverse environmental influences from this use.

F. Compatibility of the proposed use with the comprehensive plan; and

G. Adequate provision for ingress and egress of vehicular and other traffic; parking, servicing and loading/unloading; refuse and service areas; utilities; screening and buffering; signage; yards and open space; and any other items determined necessary or appropriate by the board.

Items F and G above were discussed at the previous hearing as the site plan, access, ingress, and egress has not been changed at all. We have more than ample parking both on the public streets and the lot we leased adjacent to the building in order to comply with this use. Ingress and egress for parking will be from 6<sup>th</sup> street, front street as well as the alley.

Utilities are existing on the north elevation of the building and will not change

Refuse area will be in the adjacent lot where it is currently located on the north east corner of the building.

As previously discussed, and approved, we agreed to install a privacy fence to shield the neighbors from noise and we have also agreed to position the food trailer as to accommodate the neighbor. We will also install railings around the licensed area per state and federal codes.

We have not chosen a fence yet but will submit for permitting once we decide. We will more than likely complete the exterior work in the spring and will open now on the inside only.

The same applies to signage, we are not sure where and what kind of sign we will install, once that decision is made, we will of course apply for approval at that time.

**Respectfully submitted,**

**Richard Lynch**

# ALL IN-BREWING LLC

## OPERATIONS PLAN

DBA "BREWZONE SILT"

8/30/2023

Owners / Operators

Richard Lynch

Hong Xu

504, 506 Front Street

Silt, CO 81652

State Manufacturer license # 03 – 15833

State wholesale license # 03 – 15834

Federal License # BR – CO - 21499

Please accept this control and operation plan for the proposed Brewery, tasting room and food truck for All in brewing LLC at 504 and 506 Front Street, Silt.

The Brewery will be in the 504 sections of the space. The beer storage and sales, will be in unit 506 side of the space. This includes wholesale and retail sales. The areas will be open to either side so the guests will be able to observe the brewing process. The brewing equipment will be protected by a railing to keep guest from entering the brewing area. The total interior square footage of the brewery and sales area is 3,000 square feet. All in Brewing has also secured the entire lot to the east of the building to assure plenty of private parking which is around 11,000 square feet. we do not feel we will need to expand parking any time in the near futures as our traffic varies.

All Brewing will be done on site per state and federal licensing and will be inspected by the state enforcement officer to assure compliance and to assure that the plans match our operations. The brewery is currently operating in Rifle Colorado for the past year. All In Brewing remains in good standing with the state liquor control board. As a manufacturer and distributor we follow federal and state regulations.

We are excited to move back to silt for the long term as this was the plan in 2021 and 2022. We will only be brewing and serving our beer recipes with no hard liquor being produced or sold under this license.

We are a small batch brewery and our experience has been that we will use less than 700 gallons of water per month at the brewery both for production and cleaning.

All left over grain is donated to local farmers for pig feed. For cleaning we use an oxygen based cleaner and sometimes an alkaline based cleaner as well as a food grade sanitizer for cleaning and sanitation. Our process presents no hazards to the community or sewer plant. As discussed with the utilities director in the past, our yeast is organic and once used in the fermenter and cleaned the yeast is so diluted with water and cleaner that it is no longer active and is extremely safe for the public sewer system. Our brewing system will be no larger than 4bbl (125 Gallons) as we believe in brewing many different types of beer at small batches.

Unit 506 is where the “walk in cooler” will be installed as well as a bar for serving. Breweries are typically not “hang outs” like a local Bar or pub would be. We have created a family atmosphere where people can bring their children, dogs, or even their own food from home and relax and play games while tasting our beers. Typically, most guests will choose a flight, taste 4 different beers in small glasses and then buy take out to consume at home. Others will enjoy a pint of two of something different or their favorite brew. We have not encountered any issues with guests leaving “buzzed” or intoxicated as may be the case where hard liquor is served.

All in Brewing encourages guests to bring take-out food, food from home or have food delivered to eat while tasting our beers. We also always have free snacks on hand such as pretzels, chips, etc. to ensure guests have food to snack on. One of the biggest reasons we are excited to be in silt is that we get to have a food truck at our location as well as we will be able to invite other food trucks to come to the brewery as to provide a selection of different foods and allow other food trucks vendors a chance to sell their goods. This enables our guests to be able to enjoy more of a meal type snack other than just pretzels and chips.

The food truck of course will be licensed by the Garfield county health department, will have a grease trap that will be cleaned weekly or bi weekly (depending on usage) by a certified vendor and will be parked on the north east corner of the building for convenience for our guests. As we planned previously, we intend to hook the food trailer / truck to the buildings electric and sewer in accordance with all Silt and state requirements and will be inspected and certified. This will ensure that there is no impact on the sewer system, storm drains or water supply.

Another exciting part of this location is the south facing patio that we intend for the space. This area will be a more private setting, we can provide better shade and best of all there are no homes within the vicinity of the patio. The outdoor area will be included in the licensing and will have a railing per state and federal licensing requirements with posted signs reading "no Alcohol beyond this point" Take out beer cannot be opened and consumed in the brewery or in public, all take out beer must be consumed off premises per state requirements.

All our servers have and will always complete the "responsible servers" course in order to serve and will be required to be over 21.

Our guests and followers have enjoyed live music at the brewery and we want to continue this in Silt. The space we are now in is a more downtown location where we feel it is responsible to the neighboring businesses and homes that the music be over by 9 P.M and since we are a family establishment the music will not be permitted to be too loud. We are also looking forward to working with the city on public events, providing our beer at these events as well as sponsorship and music. We will be far under the noise ordinance and do not see any negative impact to the community concerning the live music. We intend to have music inside as well as outside when weather permits.

All in brewing will also have licensing included in a section of the lot to the east just adjacent to the building for the food truck as well as an area where cornhole and other games can be played. We would also like to provide some shading of this area with approval from the planning and building departments. Per State and federal Law, a railing or fencing will need to be installed in this area to ensure that no consumption happens outside the licensed area. We will work with the city on the type of fencing used as to keep the aesthetics in line with the Silt building requirements.

The bar area as well as the patio area will be secured with 24hr security cameras that record. All in brewing owners and employees will monitor and enforce our rules and if we must, we will contact authorities to make sure of compliance by our patrons.

All In Brewing and its employees will monitor all areas to make sure compliance with all city and state laws are being followed. All take out beverages will be marked per state laws and will not be permitted to be opened inside the bar area or on the patio.

We feel this small batch brewery will be welcomed here in Silt and fits in to the comprehensive plan as not only a business that will provide a few good jobs but also will provide tax dollars to the city. We also believe the Brewery will attract more tourist that tend to seek out breweries and will provide more exposure to already established local businesses. We do have a solid silt following already as we have guest that come from silt to visit us in Rifle. The brewery will bring more people to the downtown area to enjoy and to have more options which brings diversity to the businesses that are already in silt. We will work with every business in town and will consider the city a “partner” and we really look forward to silt being our home finally and officially.

Our hours of operation May change according to weather of course; However, we will never be open to the public past 10:00 P.M. (Only for private parties) Last call will be 9:00 to 9:30 P.M. Typically.

Monday & Tuesday Closed

Wednesday, Thursday & Friday 3:00 PM To 9:00 P.M.

Saturday 12:00 P.M. To 8 P.M.

Sunday 12:00 P.M. To 6 P.M.

Sincerely,

Richard Lynch  
All In Brewing LLC  
Managing Partner

## Nicole Centeno

---

**From:** allinbrewingllc <allinbrewingllc@gmail.com>  
**Sent:** Friday, November 3, 2023 10:27 AM  
**To:** Nicole Centeno  
**Subject:** RE: Special Use Application

Nicole,

We would like to clarify the food truck operation at the brew pub. We plan to have our food truck on site as a fixed unit tied in to the utilities as previously discussed.

When guest food trucks set up at our location, they will not operate for more than 3 consecutive days and will not be permitted to dump in or use the facilities for waste.

All food trucks will need to be licensed and have their own waste procedures and secure proper licensing.

Thanks,

Rich

Sent from my Galaxy

----- Original message -----

**From:** Nicole Centeno <nicole@townofsilt.org>  
**Date:** 11/2/23 12:16 PM (GMT-07:00)  
**To:** allinbrewingllc <allinbrewingllc@gmail.com>  
**Subject:** RE: Special Use Application

Hey Rich,

Just checking in, to see if you were able to get the below ready for me. I need to finish my staff report today.

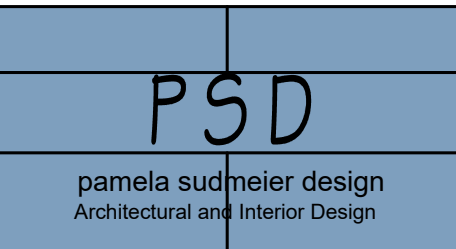
Thanks,

Nicole

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**From:** Nicole Centeno  
**Sent:** Monday, October 30, 2023 6:49 PM





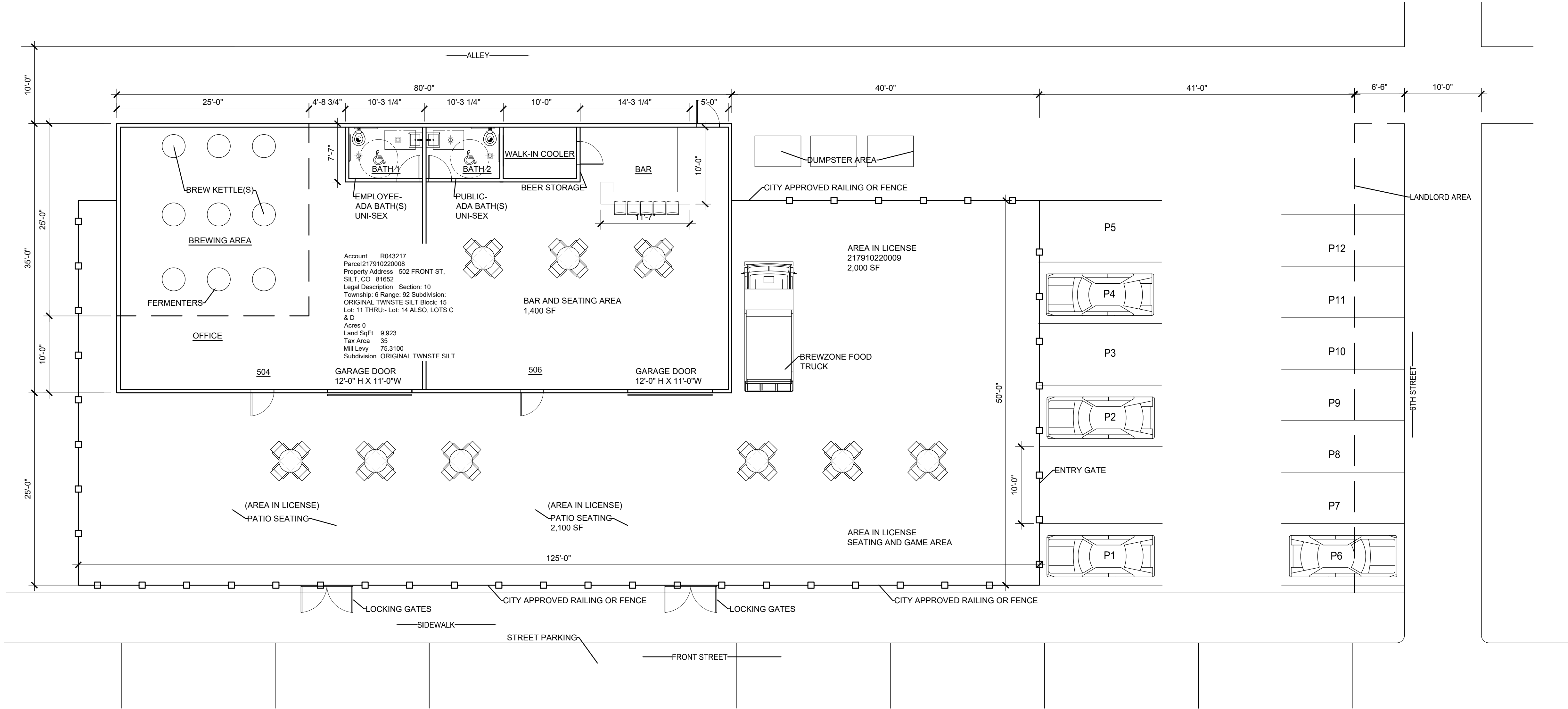
ALL IN BREWING  
DBA "BREWZONE SILT"  
RICHARD LYNCH  
ALLINBREWINGLLC@GMAIL.COM  
1-303-910-9063



Account R043217  
Parcel217910220008  
Property Address 502 FRONT ST, SILT, CO 81652  
Legal Description Section: 10 Township: 6 Range: 92 Subdivision: ORIGINAL TWNSTE SILT Block: 15 Lot: 11 THRU:- Lot: 14 ALSO, LOTS C & D  
Acres 0  
Land SqFt 9,923  
Tax Area 35  
Mill Levy 75.3100  
Subdivision ORIGINAL TWNSTE SILT

**ALLIN BREWING LLC**  
504 & 506 FRONT ST.  
Silt. CO. 81652

**GENERAL CONTRACTOR:**  
RICHARD LYNCH  
ALLINBREWINGLLC@GMAIL.COM  
1-303-910-9063



**1 SITE PLAN**  
SCALE: 1/8" = 1'-0"

**BREW ZONE SILT**  
504 & 506 FRONT STREET  
SILT, CO. 81652

DRAWN BY: PAMELA SUDMEIER DESIGN

**ISSUE DATE:**  
08-07-2023

**SHEET TITLE**

**SITE PLAN**  
**A-1.1**

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**TOWN OF SILT**  
**BOARD OF TRUSTEES REGULAR MEETING**  
**November 27, 2023**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** New Liquor Brewery Pub Liquor License for All in Brewing LLC

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

**RECOMMENDATION:** Staff recommends approval with the following conditions:

- Fencing outlined shown on the diagram submitted for the licensed area and approved through the special use permit, must be installed and approved by the Town.
- All proper licensing through Garfield County Public Health and the Town of Silt must be completed.
- Applicant to coordinate with the Town Staff for final inspection after all requirements outlined for both the Special use permit and the liquor license have been completed.
- At least fifteen percent of the gross income from on-premise consumption of alcoholic beverages and food must come from the sale of sustenance food.
- Final results from fingerprinting and background check must be received and satisfactory.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** Applicant has applied for a Brew Pub license. The licensee shall manufacture malt liquors on the premises. The consumption of malt liquors manufactured by the licensee, vinous and spirituous liquors purchased from a licensed retailer. The licensee must gross at least fifteen percent in sales of food from the on-premises consumption of alcoholic beverages and food. The sale of malt liquors in sealed containers for consumption off-premises.

**FUNDING SOURCE:** All in Brewing LLC

**ORDINANCE FIRST READING DATE:** N/A

**ORDINANCE SECOND READING DATE:** N/A

**RESOLUTION READING DATE:** N/A

**ORIGINATED BY:** All in Brewing LLC d/b/a Brewzone Silt

**PRESENTED BY:** Lori Malsbury

**DOCUMENTS ATTACHED:** Application and supporting documentation requirements of the State Liquor Licensing Authority and the Town of Silt.

**TOWN ATTORNEY REVIEW** ☒ YES ☐ NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

  
Lori Malsbury, Deputy Town Clerk/  
Deputy Treasurer

**REVIEWED BY:**

  
Jeff Layman, Town Administrator

Uploaded to Movelt on	Date 10/01/23
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Page 1 of 6

## Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application <i>N/A</i>
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <i>N/A</i> <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <i>N/A</i> <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: IdentoGO – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b> <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <span style="float: right;"><i>N/A</i></span> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <span style="float: right;"><i>N/A</i></span> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <span style="float: right;"><i>N/A</i></span> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <i>N/A</i> <input checked="" type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required



Name All In Brewing LLC	Type of License Brew Pub	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>
		or
Waiver by local ordinance?		<input type="checkbox"/> <input checked="" type="checkbox"/>
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input checked="" type="checkbox"/> <input type="checkbox"/>
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <i>03-15833, 03-15834 Managing Partner - Surrendered</i>		<input checked="" type="checkbox"/> <input type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership, lease or other arrangement?</b>		<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:		
Landlord M&M Ventures	Tenant All In Brewing LLC	Expires 10/01/2028
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name N/A	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
Last Name	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input checked="" type="checkbox"/>
Has a local ordinance or resolution authorizing optional premises been adopted?		
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name All In Brewing LLC	Type of License Brew Pub	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:  
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☒ No  
**If "yes" a copy of license must be attached.**

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No  
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☐ No  
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☐ No  
c. How long has the club been incorporated?  
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☐ No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:  
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☒ Yes ☐ No

22. Campus Liquor Complex applicants answer the following:  
a. Is the applicant an institution of higher education? ☐ Yes ☒ No  
b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ Yes ☒ No  
**If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**

23. For all on-premises applicants.  
a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager Lynch	First Name of Manager Richard
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. **03-Hotel/Restaurant 19736** Yes No  
☒ Yes ☐ No


25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ Yes ☒ No  
a. Is the related facility located within the boundaries of the Campus Liquor Complex?  
If yes, please provide a map of the geographical location within the Campus Liquor Complex.  
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.  
b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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26. Tax Information. Yes No  
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No  
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. **All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.**

Name Richard Lynch	Home Address, City & State 184 west 26th st Rifle, C	DOB	Position managing partner	%Owned 50
Name Honx Xu	Home Address, City & State 11115 Affinity ct #2 Sar		Position president	%Owned 50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name All In Brewing LLC	Type of License Brew Pub	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
<b>Oath Of Applicant</b>		
<p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature 	Printed Name and Title Richard Lynch Managing Partner	Date 10/1/2023
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority 10.3.23	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 11-13-23 - Continued to 11-27-23	
For Transfer Applications Only - Is the license being transferred valid?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input checked="" type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p><b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p>		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b></p>		
Local Licensing Authority for		Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date



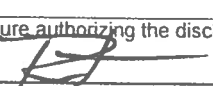
## Tax Check Authorization, Waiver, and Request to Release Information

I, Richard Lynch am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of All In Brewing 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>All In Brewing LLC</u>		Social Security Number/Tax Identification Number <u>84-2332265</u>	
Address <u>11115 Affinity ct unit 2</u>			
City <u>San Diego</u>		State <u>CA</u>	Zip <u>92131</u>
Home Phone Number <u>303 - 910 - 9063</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Richard Lynch</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>10/01/23</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).

## Individual History Record

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

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

1. Name of Business <i>All in Brewing LLC</i>		Home Phone Number	
2. Your Full Name (last, first, middle) <i>XU, HONG</i>		3. List any other names you have	
4. Mailing address (if different from residence)		Email Address <i>HONGXU@Hotmail.com</i>	
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number		City, State, Zip	From To
Current <i>1115 Affinity Ct Unit 2</i>		<i>San Diego CA 92131</i>	<i>07/01/2014 present</i>
Previous			
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)			
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From To
<i>BioRing Pharmaceutical</i>	<i>10239 Flanders Ct #102 SD. CA 92121</i>	<i>Research Scientist</i>	<i>10/2020 present</i>
<i>Abilita Bio</i>	<i>6888 Nancy Ridge SD. CA 92121</i>	<i>Research Scientist</i>	<i>6/2020 9/2021</i>
<i>Ocean Nano Tech</i>	<i>7964 Arjons Dr #16 SD. CA 92121</i>	<i>Research Scientist</i>	<i>11/2019 03/2020</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<i>Previous License #s (03-15833) (03-15834) Surrendered 10/1/2021</i>			
<i>Current Pending License # 03-19736 Hotel / restaurant</i>			
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

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

### Personal and Financial Information

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

f. Social Security Number		c. Place of Birth Guangxi, P. R. China		d. U.S. Citizen <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
e. _____		f. When _____		g. Name of District Court _____	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number	
				k. Permanent Residence Card Number 73	
l. Height 5'3"	m. Weight 150	n. Hair Color Black	o. Eye Color Brown	p. Gender F	
				r and state	

#### 14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.  
\$ 20,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 10,000

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

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	Checking Account	Cit Coast Credit Union	\$10,000

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


Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash		Checking acc.	Bank of America	\$10,000
Equipment				\$10,000

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

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

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

Authorized Signature 	Print Signature Hung Xu	Title Managing member	Date 10/1/2012
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## Individual History Record

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

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

1. Name of Business <b>ALL in Brewing LLC</b>		Home Phone Number <b>303-910-9063</b>	
2. Your Full Name (last, first, middle) <b>LYNCH, RICHARD, Joseph</b>		3. List any other names you have	
4. Mailing address (if different from residence) <b>Po Box 1872 Rifle, CO 81650</b>		Email Address <b>Allinbrewingllc@gmail.com</b>	
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number		City, State, Zip	
Current <b>184 W. 26<sup>th</sup> St.</b>	<b>Rifle CO 81650</b>		<b>11/21 Present</b>
Previous <b>1115 Affinity Ct Unit 2</b>	<b>San Diego CA 92131</b>		<b>9/18 11/21</b>
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)			
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From To
<b>ALL in Brewing LLC</b>	<b>1115 Affinity Ct Unit 2 San Diego CA</b>	<b>Manager</b>	<b>10/1/19 Present</b>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
<b>N/A</b>			
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Previous License #'s (03-15833) (03-15834) Surrendered 10/2/23</b>			
<b>Current Pending License # 03-19736 Hotel/Restaurant</b>			
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

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

### Personal and Financial Information

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

13a. Date of Birth | b. Social Security Number | c. Place of Birth Camden N.J. | d. U.S. Citizen ☒ Yes ☐ No  
When | g. Name of District Court

h. Naturalization Certificate Number | i. Date of Certification | j. If an Alien, Give Alien's Registration Card Number | k. Permanent Residence Card Number

l. Height 6 | m. Weight 245 | n. Hair Color Brown | o. Eye Color Blue | p. Gender M | q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes | te CO

#### 14. Financial Information.

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

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

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

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Services, Expertise			

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

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Services				

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

Name of Lender	Address	Term	Security	Amount
N/A				

### Oath of Applicant

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

Authorized Signature [Signature] | Print Signature RICHARD Lynd | Title Managing Partner | Date 10/1/23

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

all in brewing

is an entity formed or registered under the law of California has complied with all  
applicable requirements of this office, and is in good standing with this office. This entity has  
been assigned entity identification number 20211956326 .

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 09/28/2023 that have been posted, and by documents delivered to this office  
electronically through 10/01/2023 @ 17:20:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this  
official certificate at Denver, Colorado on 10/01/2023 @ 17:20:01 in accordance with applicable law.  
This certificate is assigned Confirmation Number 15366390 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).



Colorado Secretary of State  
Date and Time: 10/20/2021 01:11 PM  
ID Number: 20211956326  
Document number: 20211956326  
Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Foreign Entity Authority**  
filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20211956326  
*(Colorado Secretary of State ID number)*

Entity name all in brewing

True name  
(if different from the entity name) \_\_\_\_\_

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction California

3. The principal office address of the entity's principal office is

Street address 11115 Affinity ct, unit 2  
*(Street number and name)*

unit 2

San Diego CA 92131  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province – if applicable) (Country)*

Mailing address  
(leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name  
(if an individual) Xu Hong  
*(Last) (First) (Middle) (Suffix)*

or

(if an entity) \_\_\_\_\_

(Caution: Do not provide both an individual and an entity name.)

Street address

701 Main st, Ste B

(Street number and name)

Silt

(City)

CO

(State)

81652

(ZIP Code)

Mailing address

(leave blank if same as street address)

11115 Affinity ct, unit 2

(Street number and name or Post Office Box information)

unit 2

San Diego

(City)

CO

(State)

92131

(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 12/01/2021.  
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_.  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

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

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

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Xu

(Last)

Hong

(First)

(Middle)

(Suffix)

11115 Affinity ct

(Street number and name or Post Office Box information)

unit 2

San Diego

(City)

CA

(State)

92131

(ZIP/Postal Code)

United States

(Province -- if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.



**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

## COMMERCIAL LEASE

This Commercial Lease (the "Lease") is made on August 31, 2023 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

### PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** M&M Ventures Inc. (the "Landlord").
2. **Tenant:** Richard Lynch and Hong Xu dba All in Brewing LLC (the "Tenant").
3. **Premises:** Landlord hereby leases and demises to Tenant the following real property: 504-506 Front Street, and adjacent lot known as TBD Front Street, Silt, Colorado 81652 (the "Premises").
4. **Term:** Landlord leases the Premises to Tenant from twelve o'clock noon on the 1<sup>st</sup> day of September, 2023 and until 11:59 p.m. on the 31<sup>st</sup> day of August, 2028 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.
5. **Rent:** The rental payment is Four Thousand and 00/100 Dollars (\$4,000.00) payable in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: 1435 Airport Road, Rifle, Colorado 81650 or at such other place designated by written notice from Landlord. Rental payments are waived for September – November 2023. Landlord hereby acknowledges receipt of rent for December 2023 and last month's rent.
6. **Security Deposit:** Tenant has paid a security deposit (the "Security Deposit") in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) to Landlord. Security Deposit to be held by Landlord without interest as security for performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit is not advance payment of rental or a measure of Landlord's damages in case of default by Tenant.
7. **Use:** The Premises shall be used for the primary business of **Brew Zone**, provided these uses conform with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.
8. **Utilities:** Tenant shall pay all water, sewer, gas, electricity, trash, telephone and other services and utilities used by Tenant on leased premises. In the event that Tenant fails to pay any utility bills in a timely manner, Landlord may, at its sole discretion, pay the utility bills in order to protect the Premises. All amounts paid by Landlord on Tenants behalf shall be immediately reimbursed by Tenant to Landlord. **Tenant shall not conduct any operations or any other functions for which the Silt Municipal Code requires a Special Use Permit unless and until such permit is issued to Tenant and a copy has been provided to Landlord.**
9. **Repairs and Maintenance of the Premises:** The Landlord shall maintain the foundation, exterior walls, and roof of the Premises in good repair. The Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall keep all sidewalks on the Premises free and clear of ice and snow and mud, all landscape area shall be kept free of weeds per ordinances of the Town of Silt. Any fees incurred due to violation of these ordinances shall be the sole responsibility of the Tenant.
10. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or its suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state,

or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

**11. Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with any local or state laws and regulations. Tenant shall repair any damage to the Premises resulting from the removal of signs installed by the Tenant.

b. **Prohibitions:** Tenant shall not act in any manner that would interfere with, or be a nuisance to adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord or co-tenants. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

c. **Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

d. **Spills:** Interior and exterior grounds must be cleaned of any spills including, but not limited to, flammables and pollutants (e.g. gas, oil and grease).

e. **Lodging Prohibited:** Premises shall not be used for lodging including, but not limited to: campers, motorhomes and 5<sup>th</sup> wheel trailers.

f. **Restroom Use:** The toilets, wash basins and other restroom facilities shall not be used for any purpose other than that for which they were constructed. No foreign substances of any kind shall be placed in them. Any fees incurred due to violation of this rule shall be the sole responsibility of the Tenant.

**12. Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant. Landlord shall be entitled to assign the Lease at Landlord's sole discretion.

**13. Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, normal wear and tear excepted.

**14. Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

**15. No Offset:** Tenant shall have no right to withhold or set off any Rent or Additional Rent due Landlord.

**16. Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease.

17. **Default:** If Tenant is in arrears in the payment of any installment of Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any remedy or series of remedies authorized by Colorado law.

18. **Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of landlord's property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon landlord's property.

19. **Fire/Casualty Insurance:** Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

20. **Insurance Requirements:** Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 per occurrence for bodily injury and/or property damage or combination thereof and not less than \$2,000,000 aggregate for any one policy period. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

21. **Waiver of Liability:** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about landlord's property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near landlord's property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

22. **Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

23. **Destruction, or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial

Initials:    
Landlord Tenant

destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph 24 shall apply if Landlord determines that the partial destruction will not be repaired.

**b. Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 24 shall apply.

**c. Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph 24 shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

**d. Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph 24, the Term hereby granted by the Lease shall cease and the Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph 24. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 24, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

**24. Holdover:** If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

**25. Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises.

**26. Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) personally delivered, with proper proof of service; (ii) sent via U.S. first class mail, postage prepaid.; or (iii) sent via recognized overnight delivery service. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

**27. Attorneys' Fees:** In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

**28. Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

**29. Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

**30. Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

#### SIGNATURES ON FOLLOWING PAGE

Initials:    
Landlord Tenant

TENANT:



[Signature]

Richard Lynch

[Print Name]

Mangy Pelt

[Title]

Date: 10/3/2023

LANDLORD:



[Signature]

Dan Meskin

[Print Name]

VP

[Title]

Date: 10/3/23

All checks and correspondence to Tenant shall be sent to:

All in Brewing LLC  
11115 Affinity Court, Unit 2  
San Diego, CA 92131

All checks and correspondence to Landlord shall be sent to:

M&M Ventures Inc.  
1435 Airport Road  
Rifle, CO 81650



**DEPARTMENT OF THE TREASURY**  
**ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)**  
**BREWER'S NOTICE**

**Brewery's Section**

1. This is notice serial number 2023227

2. The notice date is 08/15/2023

3. Our brewery's name is

**ALL IN BREWING LLC**

4. Our trade name is

5. Our business address is

**11115 AFFINITY CT, UNIT 2,, SAN DIEGO, CA 92131**

(Number and Street) (City) (County) (State) (Zip Code)

6. Our brewery location is

**504 AND 506 FRONT ST SILT, CO 81652**

(Number and Street) (City) (County) (State) (Zip Code)

7. Our main contact person is

**Richard Joseph Lynch**

(Name)

TTB can reach me at

**303-910-9063**

(Phone Number)

**Brewery Description**

8. Our phone number at the brewery is

9. Our E-mail Address is

**allinbrewingllc@gmail.com**

10. Our brewery operates as a:

(check one only)

☒ Brewery

☐ Brewpub (You must complete items 19 and 20.)

☐ Pilot Brewing Plant

11. We are a: (check one only)

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☒ Limited Liability Company

☐ Limited Partnership

12a. Our employer identification number is: (for example: 12-3456789)

**84 - 2332265**

12b. Title to premises and equipment (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).

(See Attached)

13. Brewer's Business Day 12:00 AM (List only if different than 12:00 am through 11:59pm.)

14. We are filing this notice to:

☐ give TTB our original notice that we intend to engage in the business of producing beer.

☒ amend our previously approved original notice (Registry No. BR-CO-21499) for the following reason(s):

☐ add or delete (circle one) a trade or operating name (attach registration, if your state requires, of new trade or operating name) . List new trade names(s) in Item 4 or on a separate sheet of paper. List deleted trade name(s) on a separate sheet of paper.

☒ show a change in brewery premises (attach description of change) .

☐ make changes in officers, directors, members, stock, or interest distribution (attach description of change; you must file personnel questionnaires for new personnel and any new person owning 10% or more of total stock) .

☐ discontinuance of business as of: (date) \_\_\_\_\_

☐ other \_\_\_\_\_

15. A. We are ☐ or are not ☒ members of a controlled group of breweries. (List all breweries with shared ownership on a separate sheet of paper.)

B. If you are a member, will the controlled group of breweries produce more than 60,000 but less than 2,000,000 barrels of beer per year? (if so, describe how the reduced rate of tax will be apportioned among brewery members in the controlled group.)

16. The Internal Revenue Code (IRC) provides that if you produce not more than 2,000,000 barrels per year, you are entitled to a reduced rate of tax on your first 60,000 barrels. What is your estimated production in barrels per year? (check one)

☐ More than 2,000,000 barrels per year. We are not entitled to the reduced rate.

☐ More than 60,000 barrels per year, but not more than 2,000,000 barrels per year. We are entitled to the reduced tax rate on our first 60,000 barrels removed for consumption or sale.

☒ Not more than 60,000 barrels per year. We are entitled to the reduced tax rate on all beer removed for consumption or sale.

## Signing Authority For Corporate Officials

17. I am ☐ or am not ☒ required to furnish a bond under 27 CFR 25.91. I am not required to furnish a bond only if all of the following are true: I will withdraw beer for deferred payment of tax under 27 CFR 25.164, I was liable for not more than \$50,000 in beer taxes in the preceding calendar year, and I reasonably expect to be liable for not more than \$50,000 in such taxes during the current calendar year.

18. We held our board meeting with (check one)

☐ Directors☐ Trustees☐ Managers☐ Governors

Date of Meeting \_\_\_\_\_

We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. (You must impress your corporate seal. If you do not have one, two witnesses must sign.)

By the authority of our board, I certify that this authorization is true and complete.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

## Brewpub Applicant Information (If you are a brewpub, you must complete this section.)

19. We are a brewpub. Our entire business location is the brewery premises. We understand that by initialing these boxes, we acknowledge that:

- ☐ a. We must separate the brewery operations (non-public area) from the public area of the brewery premises by an adequate partition. Access to the brewery operations must be restricted to authorized visitors and employees only.
- ☐ b. The serving tanks as noted on our attached diagram are our tax-determined beer tanks. These tanks have a working capacity of approximately \_\_\_\_\_ barrels/kegs and are accurately calibrated with appropriate measuring devices.
- ☐ c. We must transfer beer ready for consumption or sale from our fermenters into an empty tax-determination tank for measurement by the approved measuring device. We will make prompt and accurate records of these transactions to determine tax due.
- ☐ 20. We plan to sell retail liquors other than beer. We must file a special occupational tax registration as a retailer before we start these sales.

## Attachment Section

21. You must make attachments to complete an original notice. You may also need additional information for an amended notice.

Check all the blocks here for your attachments for this notice. For original Brewer's Notices, you must attach all documents for your type of business organization. For amended Brewer's Notices, some forms are mandatory, while others may be optional.

- |   |   |
|---|---|
| <input type="checkbox"/> Articles of Incorporation/Organization (Corporations/LLCs)               | <input type="checkbox"/> Personnel Questionnaires (for all owners/officers/directors/partners/members/stockholders of over 10%) |
| <input type="checkbox"/> Trade Name Registrations (if required by state)                          | <input type="checkbox"/> By-Laws (Corporations/LLCs)  |
| <input type="checkbox"/> Certificate to Transact Business in a Foreign State (if applicable)      | <input type="checkbox"/> Partnership Agreement  |
| <input type="checkbox"/> Power of Attorney (TTB F 5000.8, or Corporate Resolution)                | <input type="checkbox"/> Environmental Information (TTB F 5000.29)  |
| <input checked="" type="checkbox"/> Diagram (or Plat/Plan) with dimensions of the brewery         | <input type="checkbox"/> Diagram for Brewpub as required  |
| <input type="checkbox"/> Legal description of the Brewery   | <input type="checkbox"/> Statement Describing the Security at the Brewery   |
| <input type="checkbox"/> Supplemental Information on Water Quality Considerations (TTB F 5000.30) |   |
| <input type="checkbox"/> Other _____  |   |

All statements and documents are part of this notice. Under penalties of perjury, I declare that I have examined this notice and all attachments and to the best of my knowledge and belief they are true, correct, and complete.

22. Signature of Authorized Person

Date

23. Printed or Typed Name and Title

Richard Joseph Lynch

Mail this completed package with all attachments to:

Director, National Revenue Center, 550 Main St, Ste 8002, Cincinnati, OH 45202-5215

## TTB Section - For TTB Use Only

This Notice is:

☒ Approved☐ Not Approved

Effective Date:

Approval Date:

08/31/2023

Director, National Revenue Center

Heather JS Taylor

Registry Number:

BR-CO-21499



## General Instructions

1. **Where do I send my application?**  
File this form with TTB at this address: Director  
National Revenue Center  
550 Main St, Ste 8002  
Cincinnati, OH 45202-5215
2. **When may I start Brewing?** You may not operate your brewery until we approve your Brewer's Notice (including all attachments) and your Brewer's Bond (if a bond is required under 27 CFR 25.91).
3. **When must I file a Brewer's Notice?** You must file this form:
  - To start business at your brewery premises;
  - To amend or supplement information you previously submitted or;
  - In connection with a new bond.
4. **Do I need to file any other documents with the Brewer's Notice?** You must file the attachments this form requires. Also, we may require you to furnish any additional information we find necessary to protect revenue and insure collection of taxes.
5. **What happens if I do not complete this notice?** We will return your notice to you for correction if it is not completed in accordance with these instructions or does not include all of the required information and documents. If you do not complete the notice you may not produce or package beer.
6. **What items do I need to complete on this notice?** You must complete all items on this notice that apply to your business, regardless of the purpose for which you are filing.
7. **How long must I keep my copy of this notice?** At your brewery you must keep available for TTB inspection during your normal business hours:
  - Your most recently approved Brewer's Notice and
  - All attachments and documents that provide current and complete information of this form.

## Specific Instructions

**Item 1. What serial number do I use?** Serially number each notice. Begin with No. 1 for the first notice and continue in sequence for each amendment or supplemental notice you file after you start business.

**Item 2. What is the notice date?** The date that you submit this notice for approval.

**Item 3. What is my brewery's name?**

If you are....	Then your name is....
An individual	Your name, followed by "sole owner" and the name you use to operate
A partnership	The name of each partner followed by the name you use to operate
A limited partnership (LP)	The name of your LP
A corporation or limited liability corporation (LLC)	The corporation or LLC name and, if different, the name you use to operate

**Item 4. What if I use a trade name?** You must list all trade names you use to do business or to package beer. Approval of a trade name does not necessarily constitute approval as a brand name for labeling purposes. Submit your requests for brand names to the Alcohol Labeling and Formulation Division on an Application for and Certificate/Exemption of Label/Bottle Approval, TTB F 5100.31. If your State requires you to register your trade name, you must submit a copy of the State trade name registration.

**Item 5. What is our business address?** Your business address may be different than the actual location of the brewery. Your business address is where you receive mail deliveries and you conduct office activity. You must include the county of this address.

**Item 6. What is our brewery location?** Your brewery location is where you actually brew your beer.

**Item 7. Who may be a contact person?** Your contact person must be someone who has authority to speak or write to any of our officers regarding any aspect of your brewing operations. You must file with us a signing authority or power of attorney for this person.

**Item 15. What information must I provide if I am a member of a controlled brewery group?**

1. A controlled brewery group is a group of breweries that share common ownership or controlled interest. Controlled groups of breweries include groups where:
  - (a) one brewery owns controlling interest in the other brewery or
  - (b) there is a common ownership in the controlling interest in each brewery
2. If you are a member of a controlled group of breweries and you intend to transfer beer between breweries without payment of tax, you must:
  - (a) give the name and principal business address of each of the other breweries; and
  - (b) state whether condition 1.(a) or condition 1.(b) applies. If condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person owning controlling interest in both breweries and state the percentage of interest in each brewery.
3. If you are a member of a controlled group of breweries and the total production of all breweries in the controlled group is less than 2,000,000 barrels of beer per year, you may be eligible to pay tax at the reduced rate. You must:
  - (a) give the name and principal business address of each of the other breweries;
  - (b) provide a list to allocate the reduced tax for 60,000 barrels between the members of the controlled group; and
  - (c) state whether condition 1.(a) or condition 1.(b) applies, if condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person owning controlling interest in both breweries and state the percentage of interest in each brewery.

**Item 18. Who may sign for my corporation?** You may indicate signature authority in two ways.

- **By corporate office:** In item 18 you may list the corporate offices or employees whose incumbents may sign for your corporation. Check the box that indicates how your board authorized these officers to sign. Include the date of the meeting. List the offices by title. Attach your corporate seal. These authorities remain with the office when you change personnel in that office.
- **By name:** you may authorize specific individuals to sign by executing a power of attorney (*use TTB F 5000.8*) or a signing authority for corporate officials (*use TTB F 5100.1*). You may limit these authorities to specific actions. For instance, you may grant a signing authority limited to monthly reports.

**Item 19. When must I initial the brewpub information?** Operating as a brewpub means that you will not be bottling beer but rather that you will be dispensing beer only from serving tanks. If this is the case, then you must initial each box and provide tank capacity to demonstrate that you understand special considerations for operating taverns on brewery premises.

**Item 21. What are the attachments for my type of business?** Follow these instructions. You must attach the organizational information and documents we require for your type of business.

If you are a....	Then you must file....
Sole proprietor	- A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.
Partnership	- A copy of (1) articles of partnership or association, if any; or (2) the certificate of partnership or association if required to be filed by any State, county, or municipality. - A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.
Corporation	- A copy of the corporation charter or of the certificate of corporate existence or incorporation. - A list with the name, address, and title of each officer and director. - Copies of extracts or digests of minutes of meetings of the board of directors authorizing certain individuals to sign for the corporation. - A statement showing the number of shares of stock (or other evidence of ownership) authorized and outstanding and the voting rights of the respective owners. - A list with the names and addresses of all persons having a voting interest of 10 percent or more in the corporation whether the interest appears in the name of the interested party or in the name of another person. For each person listed, show the amount of the stockholding or other interest.

- May I refer to information that I filed for another operation?** If you have already filed information with us, you may incorporate that information by reference if that information is complete and accurate. You may, instead of resubmitting that information, provide a statement that:
  - identifies the other premises by operating name, type (*brewery, winery, etc.*), and location (*city and State*) ; and
  - specifies which organizational information and documents are being incorporated. You must attach all organizational information and documents you do not incorporate by reference.
- What must I keep available for TTB inspection?** You must keep available for our inspection the originals of the corporate documents we require under item 21 of this notice and certain other corporate documents (*articles of incorporation, bylaws, State certificates authorizing the brewer to operate in the State where located*). Each brewer's notice filed by multi-plant brewers must state, as part of the response to item 21, the location where we may inspect these original corporate documents.

**Item 22. Who is the "authorized person" who must sign this notice?** These are the persons authorized to sign this notice:

If you are a....	Then you must file....
Sole proprietor	- signed by the sole owner or - an empowered attorney-in-fact.
Partnership	- signed by all partners, or - a partner authorized to sign on behalf of all of the partners, or - an empowered attorney-in-fact
Corporation	- executed in the corporate name, followed by the signature and title of a person authorized to act for the corporation

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### Paperwork Reduction Act Notice

This request is in accordance with the Paperwork Reduction Act of 1995. We use this information collection to determine your identity as a brewer, the location and extent of your brewery premises, and whether your brewery operations conform with Federal laws and regulations. The information we request is required for you to obtain or retain a benefit and is mandatory by law (26 U.S.C. 5401(a)).

We estimate the average burden associated with this collection of information is 3 hours per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW., Box 12, Washington, DC 20005.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

### Privacy Act Information

We provide this information to comply with Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a(e)(3)):

1. **What is TTB's authority to ask for this information?** We require this information under the authority of 26 U.S.C. 5401(a). You must disclose this information to obtain authority to conduct brewing operations.
2. **What is the purpose for this information collection?** You provide this information to give TTB notice of your intention to establish a brewery, so that we may identify you as a brewer, and to identify your brewery location and processes.
3. **How does TTB routinely use this information?** We use this information to make determinations for the purposes described in paragraph 2. Also, we may disclose the information to other Federal, State, foreign, and local law enforcement and regulatory agency personnel to verify information on the form where such disclosure is not prohibited by law. We may disclose the information to the Justice Department if it appears that the furnishing of false information may constitute a violation of Federal law. Finally, we may disclose the information to members of the public in order to verify information on the form where such disclosure is not prohibited by law.
4. **What is the effect of my not supplying the information TTB requests?** If you fail to supply complete information then we will delay processing and may disapprove or deny your application.

## ATTACHMENT TO BREWER'S NOTICE

**Item 4: Our Trade Name is:**

Labeling Trade Name                      ALL IN BREWING LLC

OTHER PURPOSE FOR WHICH FILED:

**Item 12: Title to premises and equipment** (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).

Does the applicant own the land or building comprising the brewery?

Yes

☐

No

☒

If yes, please provide us with the name and address of any mortgagee, or other person who has a claim on the land or buildings comprising the brewery. If there is no mortgagee, or other claim on the land or buildings, please enter "Not Applicable"

If no, please provide us with the name/address of the owner of the land or buildings comprising the brewery, and of any mortgagee, or other claim on the land or buildings comprising the brewery

M & M VENTURES INC  
1435 AIRPORT ROAD  
RIFLE CO 81650

**Item 15B:** If you produce more than 60,000 but less than 2,000,000 barrels you would qualify for the reduced rate on the first 60,000 barrels. Give the allotted barrels for each location at the reduced rate.

### MEMBERS OF CONTROLLED GROUP

**Item 17:** We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. (You must impress your corporate seal. If you do not have one, two witnesses must sign.)

Applies to All Permits	Yes
Authority Granted by	Name
First Name	Richard
Last Name	Lynch
Title	Member
Title if Other	

Applies to All Permits	Yes
Authority Granted by	Name
First Name	Hong
Last Name	Xu
Title	Member
Title if Other	CEO

Describe the entire tract of land by using directions and distances:

217910220008

Property Address    502, 504 and 506 FRONT ST, SILT, CO   81652

Section: 10 Township: 6 Range: 92 Subdivision: ORIGINAL TWNSTE SILT Block: 15 Lot: 11 THRU:- Lot: 14 ALSO, LOTS C & D 39.546591 -107.657443

Describe the brewery premises.

The space is 2 units #504 and #506 side by side 1500 square feet each. Each unit measures 40 x 35. The units each has an 11' x 11' overhead garage door as well as 2 3' x 7' entry doors. Building is masonry with wood frame roof and drywall finish on walls and ceilings and concrete floors. The brewing Area will be in unit 504 and will utilize 900 square feet of space. The tasting room, beer storage will be in unit 506 and will be open to unit 504 and will consist of a walk-in cooler and a bar for serving. There will also be seating inside both units. The outdoor patio area in the licensing will be at the south elevation as well as the east elevation and will be approx 6000 square feet. a food truck will be permanently installed in this area as our food service for our customers.

If a brewpub, you must identify the portion of the brewery which will be operated as a tavern by providing the boundaries of the tavern.

You must identify areas of the brewery which are accessible to the public and areas which are not.

Describe security measures to be used to segregate public areas from non-public areas.

Describe in detail the method to be used for measuring beer for the purpose of tax determination. Identify the tanks which will periodically contain tax-determined beer, and any other areas where tax-determined beer will be.

Provide description of the brewery security. Brewery building must be arranged and constructed to give adequate protection to the revenue. Describe locks, access to the brewery and how un-taxpaid goods will be protected during and after business hours

Brewery will have 24 hour cameras recording all areas inside units 504, 506 as well as all outdoor seating areas and food truck. A central fire and burglary alarm will be installed as well. Key locking doors.

Description of Non-Contiguous Locations

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Secretary of State  
Articles of Organization  
Limited Liability Company (LLC)

LLC-1

LLC Ending Added

2019178 10302

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$70.00

Copy Fees — First page \$1.00; each attachment page \$0.50;  
Certification Fee — \$5.00

Note: LLCs may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

FILED

Secretary of State  
State of California

JUN 24 2019

This Space For Office Use Only

1. Limited Liability Company Name (See Instructions — Must contain an LLC identifier such as LLC or L.L.C. "LLC" will be added, if not included.)

ALL IN BREWING LLC

2. Business Addresses

a. Initial Street Address of Designated Office in California - Do not enter a P.O. Box 1115 Affinity Ct. #2	City (no abbreviations) San Diego	State CA	Zip Code 92131
b. Initial Mailing Address of LLC, if different than item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Hong	Middle Name	Last Name Xu	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1115 Affinity Ct. #2.	City (no abbreviations) San Diego	State CA	Zip Code 92131

CORPORATION — Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 3a or 3b

4. Management (Select only one box)

The LLC will be managed by:

☐ One Manager

☐ More than One Manager

☒ All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement)

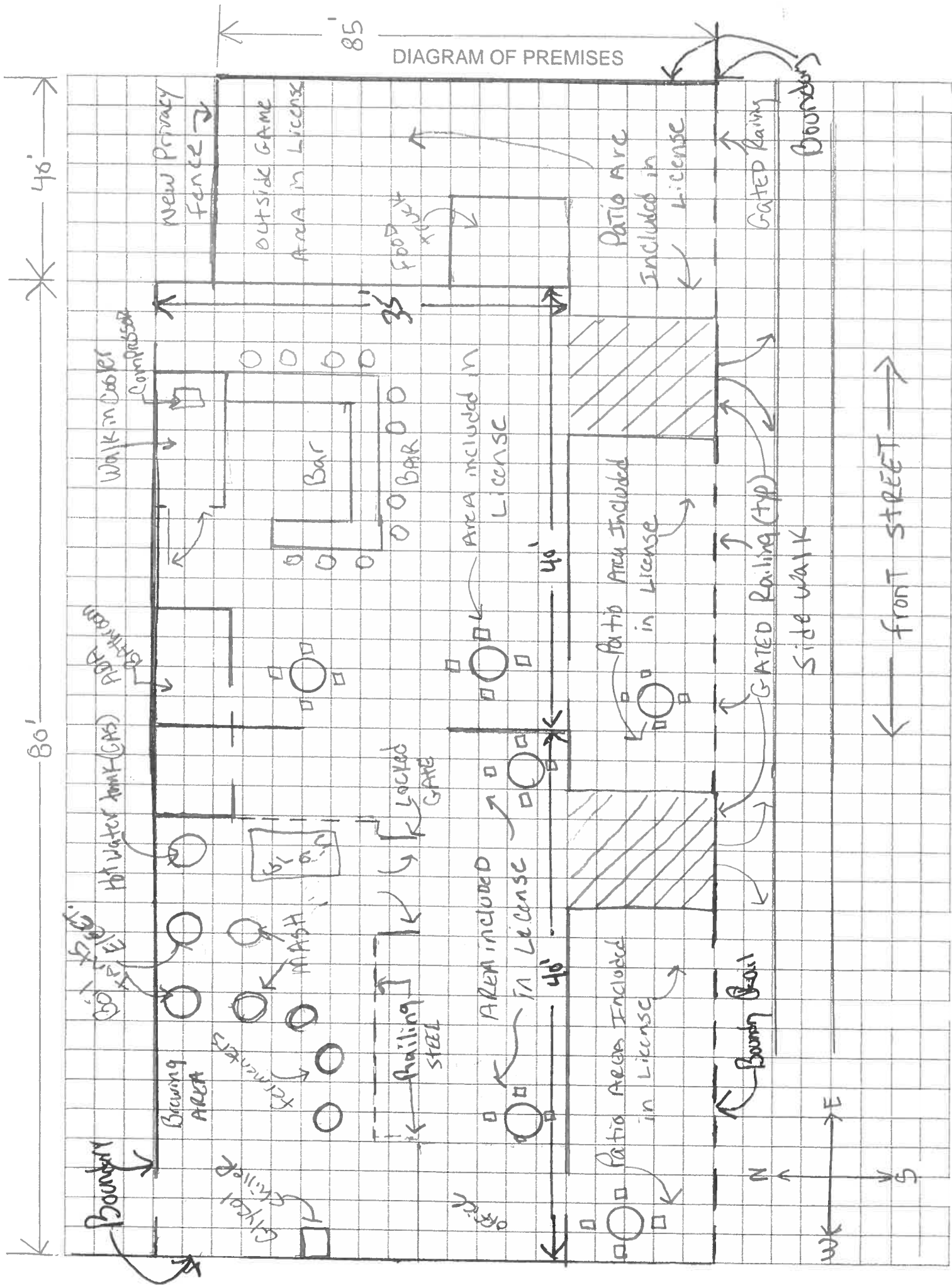
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. The Information contained herein, including in any attachments, is true and correct.

Organizer sign here

Hong Xu  
Print your name here

Richard Lynch



## Order Summary

### Order Selection Details

Institution Hierarchy: Colorado Fingerprinting > Glenwood Springs  
Order Number: 215186-285-8785-WU-23 Total Price: \$ 54.5

### Order Details

Order Date: 3/1/2022 1:11:17 PM  
Order Selection: CBI CABS  
Fingerprinting

### Payment Type(s)

Payment Type : Credit/Debit Card

Amount: \$54.5

### Profile Details

First Name: Richard  
Gender: Male  
Email  
Address: allinbrewingllc@gmail.com  
City: RIFLE

Middle Name:  
Date of Birth: 08/14/####  
Phone Number: (303)-910-9063

State: COLORADO

Last Name: Lynch  
Social Security Number: ###-##-9000  
Address: 184 west 26th street  
Country: UNITED STATES of AMERICA -  
STATE

Zip Code: 81650-3109

### Information for Finger Printing

Place Of Birth (Country): UNITED STATES of AMERICA - STATE  
Place Of Birth (State): NEW JERSEY  
Race: White (includes Hispanic or Latinos)  
Height Feet: 6

Eye Color: Blue  
Height Inches: 0

Citizenship: UNITED STATES of AMERICA  
Hair Color: Brown  
Weight: 225

### Service Details

Reason Fingerprinted: LIQUOR LIC - STATE LIQUOR ENF 44-3-307  
AcctNam (Literal): COLORADO LIQUOR ENFORCEMENT DIVISION DOR  
ACCTSTA: CO  
CBI Unique ID: C0301.IQI  
AcctAd: 1707 COLE BLVD, SUITE 300  
AcctCity: LAKEWOOD  
AcctZip: 80401

Daycare License #  
Reason Fingerprinted Colorado Revised Statute (C.R.S.): LIQUOR LIC - STATE LIQUOR ENF 44-3-307

Total Fee(S): \$ 54.5

### User Agreement

I authorize the agreed amount of this purchase to be charged to the credit card I provide in connection with this transaction. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.





Status as of 08/02/2023

#### Pre-Enrolled

You have successfully pre-enrolled.

#### Service Details:

Date: 08/02/2023  
UE ID: UZBN-4Y3BSK  
Applicant: Hong Xu  
Service: 25YQHT - Department of Revenue - State Liquor License  
Estimated Amount Due: \$94.45

#### We accept the following methods of payment:

Authorization Code, Business Check, Money Order, Credit Card



Card holder must be present at the time of payment.

Cash will not be accepted.

#### Important!

YOU WILL BE REQUIRED TO BRING THE FOLLOWING DOCUMENTS TO YOUR ENROLLMENT.

Legal Name must match exactly on all identification documents brought to enrollment.

1. Driver's License issued by a State or outlying possession of the U.S.

All ID Documents must be the originals. Copies will not be accepted.

#### 25YQHT - Colorado Department of Revenue - State Liquor License Appointment Details:

Corona, CA

IdentoGO

4740 Green River Rd

Ste 105 Corona, CA 92878-9186

(<https://maps.google.com/?q=33.87739,-117.66023>)

📍 View Map (<https://maps.google.com/?q=33.87739,-117.66023>)

#### Appointment Time:

08/02/2023 @ 11:10 AM

Please provide 24 hours notice when canceling/rescheduling an appointment.

 Cancel Appointment

 Reschedule Appointment

## Lori Malsbury

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**From:** LIQLICENSING -, DOR\_ <dor\_liqlicensing@state.co.us>  
**Sent:** Wednesday, November 8, 2023 3:29 PM  
**To:** Lori Malsbury  
**Subject:** Re: All in Brewing 03-20084

Hello, Lori!

BREWZONE SLIT #03-20084

Here are the answers that you asked.

1. We received \$1,750, and the total application fee was \$1,850. Please advise the applicant to complete the remaining balance of \$100/
2. We don't process the background check for the retail license. The local jurisdiction should process the background check.
3. We are waiting for your local approval for the state approval.

This is pending and under review right now. We will notify you with the notification letter if we need more information or documentation.

Thank you,

Yunhee

**Liquor Licensing Department**  
**Colorado Liquor & Tobacco Enforcement Division**



P 303.205.2300 | F 303.866.2428  
1707 Cole Boulevard Suite 300, Lakewood, CO 80401  
[DOR\\_LiqLicensing@state.co.us](mailto:DOR_LiqLicensing@state.co.us) | [Liquor/Tobacco Website](#)

ONLINE PAYMENT PORTAL for **Liquor & Tobacco**  
Tobacco Email: [DOR\\_LED\\_Tobacco@state.co.us](mailto:DOR_LED_Tobacco@state.co.us)  
Enforcement Email: [DOR\\_LED@state.co.us](mailto:DOR_LED@state.co.us)  
Policy Unit: [LED\\_ADMINACTIONS@state.co.us](mailto:LED_ADMINACTIONS@state.co.us)



*Renewal applications are currently taking up to 3 weeks to process from the time they were received in our office. New/transfer applications can take 60-90 days to be processed from the date of receipt. **Thank you for your patience!***

On Wed, Nov 8, 2023 at 10:44 AM Lori Malsbury <[lmalsbury@townofsilt.org](mailto:lmalsbury@townofsilt.org)> wrote:

Good morning,

I would like to follow up on the concurrent license application.

1. Has the applicant submitted payment?
2. Could you please provide a copy of the background check – The applicant said this was already completed with his other license and the brewery was approved
3. Are there any issues with the State issuance?

I greatly appreciate your update.

Thank you,

*Lori Malsbury,*

*Deputy Clerk/Deputy Treasurer*



Phone: 970-876-2353 Ext 121

Fax: 970-876-2937

Email: [lmalsbury@townofsilt.org](mailto:lmalsbury@townofsilt.org)

All in Brewing LLC  
11115 Affinity Ct Unit 2  
San Diego, CA 92131-2703

2154  
11-35/1210

Oct 2, 2023

PAY TO THE ORDER OF Town of Silt \$ 1,075.00

One thousand seventy five dollars and 00/100 DOLLARS

Bank of America

FOR Brewery

AP

Town of Silt  
231 North 7th  
PO Box 70  
Silt CO 81652 970-876-2353

Receipt No: 1.249131 Oct 31, 2023

All in Brewing

Previous Balance:	.00
Licenses & Permits	
Liquor Licenses	1,075.00
Total:	1,075.00
Check	
Check No: 2154	1,075.00
Total Applied:	1,075.00
Change Tendered:	.00

10/31/2023 8:34 AM

## Lori Malsbury

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**From:** allinbrewingllc <allinbrewingllc@gmail.com>  
**Sent:** Wednesday, November 8, 2023 3:27 PM  
**To:** Lori Malsbury  
**Subject:** FW: DOR Liquor Enforcement Division Payment Receipt

Lori,

Please see attached receipts.

Thanks,

Rich

Sent from my Galaxy

----- Original message -----

From: support@www.colorado.gov  
Date: 10/27/23 5:09 PM (GMT-07:00)  
To:  
Subject: DOR Liquor Enforcement Division Payment Receipt

## Payment Receipt Confirmation

Your payment was successfully processed.

### Receipt Contact Information

**Contact Name** Liquor Enforcement Division  
**Contact Email** dor\_liqlicensing@state.co.us  
**Contact Phone** 303-205-2300  
**Contact Url** <https://sbg.colorado.gov/contact-the-liquor-and-tobacco-enforcement-division>  
**Contact Address** 1707 Cole Blvd., Suite 300  
Lakewood, CO 80401

### Transaction Summary

Description	Amount
DOR Liquor Enforcement Division Payment	\$1,750.00
Service Fee	\$40.14
TOTAL	\$1,790.14

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price of items purchased through this service includes revenue used to develop, maintain, and enhance the state's official web portal, Colorado.gov.

## Customer Information

<b>Customer Name</b>	Hong Xu
<b>Company Name</b>	All in brewing llc
<b>Local Reference ID</b>	827cc61a-31b2-4347- aa07-4122c8e1e94c
<b>Receipt Date</b>	10/27/2023
<b>Receipt Time</b>	05:09:34 PM MDT

## Payment Information

<b>Payment Type</b>	Credit Card
<b>Credit Card Type</b>	VISA
<b>Credit Card Number</b>	*****8302
<b>Order ID</b>	218307610
<b>Billing Name</b>	Hong Xu

## Billing Information

<b>Billing Address</b>	11115 Affinity ct unit 2
<b>Billing City, State</b>	san diego, CA
<b>ZIP/Postal Code</b>	92131
<b>Country</b>	US
<b>Phone Number</b>	6193299596

**This receipt has been emailed to the address below.**

<b>Email Address</b>	allinbrewingllc@gmail.com
----------------------	---------------------------

## Lori Malsbury

---

**From:** allinbrewingllc <allinbrewingllc@gmail.com>  
**Sent:** Wednesday, November 8, 2023 5:19 PM  
**To:** Lori Malsbury  
**Subject:** FW: DOR Liquor Enforcement Division Payment Receipt

Lori,

Please see additional payment.

Thanks,

Rich

Sent from my Galaxy

----- Original message -----

From: support@www.colorado.gov  
Date: 11/8/23 5:17 PM (GMT-07:00)  
To:  
Subject: DOR Liquor Enforcement Division Payment Receipt

## Payment Receipt Confirmation

Your payment was successfully processed.

### Receipt Contact Information

**Contact Name** Liquor Enforcement Division  
**Contact Email** dor\_liqlicensing@state.co.us  
**Contact Phone** 303-205-2300  
**Contact Url** <https://sbg.colorado.gov/contact-the-liquor-and-tobacco-enforcement-division>  
**Contact Address** 1707 Cole Blvd., Suite 300  
Lakewood, CO 80401

### Transaction Summary

Description	Amount
DOR Liquor Enforcement Division Payment	\$200.00
Service Fee	\$5.27
<b>TOTAL</b>	<b>\$205.27</b>

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price of items purchased through this service includes revenue used to develop, maintain, and enhance the state's official web portal, Colorado.gov.

## Customer Information

**Customer Name** Hong  
**Company Name** All in brewing llc  
**Local Reference ID** 36fd2e09-8da7-45f3-9d92-71006c5b7a4d  
**Receipt Date** 11/8/2023  
**Receipt Time** 05:17:47 PM MST

## Payment Information

**Payment Type** Credit Card  
**Credit Card Type** VISA  
**Credit Card Number** \*\*\*\*\*8302  
**Order ID** 218990176  
**Billing Name** All in Brewing LLC

## Billing Information

**Billing Address** 11115 Affinity ct  
unit 2  
**Billing City, State** San Diego, CA  
**ZIP/Postal Code** 92131  
**Country** US  
**Phone Number** 6193299596  
**This receipt has been emailed to the address below.**  
**Email Address** [allinbrewingllc@gmail.com](mailto:allinbrewingllc@gmail.com)



## Lori Malsbury

---

**From:** Lori Malsbury  
**Sent:** Tuesday, October 3, 2023 10:05 AM  
**To:** 'dor\_liqlicensing@state.co.us'  
**Subject:** All in Brewing LLC  
**Attachments:** All in Brewing.pdf

Good morning,

Attached is a new CONCURRENT Brewery Pub application for All in Brewing LLC. Applicant intends to pay the STATE fees online as soon as an identification number is assigned. Please let me know when this is assigned a number, and I will follow up with them as well.

The local hearing is scheduled for 11/13/23. This applicant has also submitted a H & R application in Rifle Colorado, which is scheduled for a hearing this week.

Please let me know If you have any questions.

Thank you,

*Lori Malsbury,  
Deputy Clerk/Deputy Treasurer*



Phone: 970-876-2353 Ext 121

Fax: 970-876-2937

Email: [lmalsbury@townofsilt.org](mailto:lmalsbury@townofsilt.org)

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## INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Glenwood Springs Post Independent** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 945-8515**.

Notice ID: Va62ObwyOGR3SVJHL9jX | **Proof Updated: Oct. 18, 2023 at 12:31pm MDT**  
Notice Name: 8CD06 - Liquor License - All in Brewing, LLC

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

**FILER**                      **FILING FOR**  
  
Lori Malsbury              Glenwood Springs Post  
lmalsbury@townofsilt.org Independent  
(970) 876-2353

**Columns Wide:** 1      **Ad Class:** Legals

10/27/2023: Other	24.00
Affidavit Fee	4.00

Subtotal	\$28.00
Tax	\$0.00
Processing Fee	\$2.80
<b>Total</b>	<b>\$30.80</b>

### NOTICE FOR APPLICATION BREW PUB LIQUOR LICENSE

NOTICE IS HEREBY GIVEN that All in Brewing, LLC, dba Brewzone Silt of San Diego, California, has made an application to the Silt Board of Trustees for a Brew Pub Liquor License for the sale of malt, vinous, and spirituous beverages for consumption on the premises located at: 504 & 506 Front Street, Town of Silt, County of Garfield, State of Colorado.

A hearing will be held at 7:00 p.m. on Monday, November 13, 2023, at the Silt Municipal Building at 231 N. 7th St., Silt, Colorado to determine if this application should be approved.

Information may be obtained up to 5:00 p.m., Wednesday, November 8, 2023, and all persons desiring to protest the granting of this application may file their petition or remonstrances until that time.

BY ORDER OF SILT BOARD OF TRUSTEES

BY: Lori Malsbury Deputy Clerk Town of Silt

**PUBLISHED IN THE GLENWOOD SPRINGS  
POST INDEPENDENT ON FRIDAY, OCTOBER  
27, 2023.**

## PETITION TO THE SILT LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Brew Pub liquor license has been filed with the Silt Liquor Licensing Authority by: ALL in brewing LLC dba Brewzone, and proposed to be located at 504,506 front st. I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood:

Signature	Printed Name	Address	Business owner, business manager, or resident	Date Signed	Yes	No
1.	Mike Miller	502 Front St.	owner	10-3-23	X	
2.	Dan Meskin	502 Front St.	owner	10/3/23	X	
3.	Jenna Coleman	17 Harmony Way	resident	10/6/23	X	
4.	Clara Smith	2920 8th St Rifle CO 81650	Yes!	10/6/23	X	
5.	Robert Smith	2920 County Rd 233 Rifle 81650	Yes	10/6/23	X	
6.	Branton Brown	4728 county Rd 331	Resident	10-24-23	X	
7.	Patrea Rosser	5500 County Rd 331	Resident	10-24-23	X	
8.	Rondie Dondson	32597 Hwy 6 Silt, CO	Business Manager	10-24-23	X	
9.	Dean Dondson	32597 Hwy 6 Silt, CO	Owner	10-24-23	X	
10.	Christian Kuntz	4718 CN 331 Silt CO	resident	10-24-25	X	
11.	TITUS DJAR	700 main st	Manager	10/24/23	X	
12.	Connie Karr	Silt	manager	10/24/23	X	
13.	Leanne Campbell	340 N 11th St. Silt or 502 Front St.	manager	10/24	X	
14.	Trey Holder	695 N 7th St Silt, CO	manager	10-24	X	
15.	Angel Garcia	Silt 451 Main St.	owner	10-24-23	X	
16.						

**AFFIDAVIT OF  
CIRCULATOR**

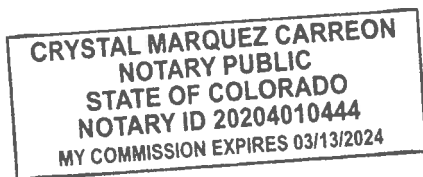
I, RICHARD LYNCH, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented their self to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.



Circulator

STATE OF COLORADO     )  
  ) SS.  
COUNTY OF GARFIELD    )

Subscribed and sworn to before me this 3 day of November, 2008. 2023

  
Notary Public

03/13/2024  
My commission expires

## SUMMARY

Dates of petitioning 10/3/23 - 10/24/23

Number of signatures of persons who do not  
live within Town of Silt boundaries

0

Number of signatures in favor

15

Number of signatures opposed

0

Total contacts

15

TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
November 13, 2023

AGENDA ITEM SUMMARY

---

**SUBJECT:** New Liquor Brewery Pub Liquor License for All in Brewing LLC

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

**RECOMMENDATION:** Staff recommends continuance to the November 27th Board of Trustee meeting.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** Applicant has applied for a Brew Pub license. Awaiting decision on the Special use permit from the Planning & Zoning Commission.

**FUNDING SOURCE:** All in Brewing LLC

**ORDINANCE FIRST READING DATE:** N/A

**ORDINANCE SECOND READING DATE:** N/A

**RESOLUTION READING DATE:** N/A

**ORIGINATED BY:** All in Brewing LLC d/b/a Brewzone Silt

**PRESENTED BY:** Lori Malsbury

**DOCUMENTS ATTACHED:**

**TOWN ATTORNEY REVIEW** ☒ YES ☐ NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

  
Lori Malsbury, Deputy Town Clerk/  
Deputy Treasurer

  
Jeff Layman, Town Administrator

## Lori Malsbury

---

**From:** Lori Malsbury  
**Sent:** Monday, November 20, 2023 3:06 PM  
**To:** 'Michael J. Sawyer'  
**Subject:** RE: All in Brewing

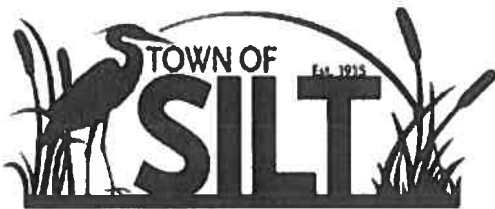
Hi Mike,

We are waiting on the out-of-state member's fingerprints. CBI needed use to set up an account and their taking their time. The following conditions will need to be met prior to the license being issued if the Board approves the license.

- Fencing outlined shown on the diagram submitted for the licensed area and approved through the special use permit, must be installed and approved by the Town.
- All proper licensing through Garfield County Public Health and the Town of Silt must be completed.
- Applicant to coordinate with the Town Staff for final inspection after all requirements outlined for both the Special use permit and the liquor license have been completed.
- At least fifteen percent of the gross income from on-premise consumption of alcoholic beverages and food must come from the sale of sustenance food.
- Final results from fingerprinting and background check must be received and satisfactory.

Thank your help.

*Lori Malsbury,  
Deputy Clerk/Deputy Treasurer*



Phone: 970-876-2353 Ext 121  
Fax: 970-876-2937  
Email: [lmalsbury@townofsilt.org](mailto:lmalsbury@townofsilt.org)

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**From:** Michael J. Sawyer <mjs@mountainlawfirm.com>  
**Sent:** Monday, November 20, 2023 12:37 PM

**To:** Lori Malsbury <lmalsbury@townofsilt.org>

**Subject:** RE: All in Brewing

Lori, thank you for your patience.

My observations:

1. Has the applicant received the required federal permit? There a lot of papers associated with thr federal permit but I did not see an actual permit.
2. Has the state issued any comments on the application?
3. One of the owners is out of state and 50% member. Has any background review been done on this person?
4. Have you done any due diligence on the applicant's compliance with the other liquor license he holds?
5. Did chief Kite review the personal information sheets for the two owners.

I don't have an objection to this license. Jest want to make sure we did our due diligence.

Michael

**Karp.Neu.Hanlon**<sup>PC</sup>  
ATTORNEYS AT LAW

Michael J. Sawyer

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

T: 970.945.2261 x117 / D: 970-928-2118 / F: 970.945.7336

[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

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IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**From:** Lori Malsbury <lmalsbury@townofsilt.org>

**Sent:** Tuesday, October 24, 2023 12:24 PM

**To:** Michael J. Sawyer <mjs@mountainlawfirm.com>

**Subject:** All in Brewing

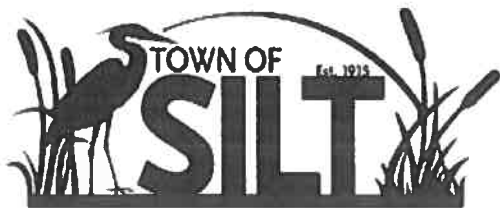
Hi Mike,

Attached is an application for a Brew Pub liquor license. Please review and let me know if you have any concerns. Applicant requested a concurrent review with the State, it will be on the Silt BOT meeting on Nov 13<sup>th</sup>.

Thank you,

*Lori Malsbury,  
Deputy Clerk/Deputy Treasurer*





Phone: 970-876-2353 Ext 121

Fax: 970-876-2937

Email: [lmalsbury@townofsilt.org](mailto:lmalsbury@townofsilt.org)

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

---

November 21, 2023

All in Brewing  
Hong Xu and Rich Lynch  
[allinbrewingllc@gmail.com](mailto:allinbrewingllc@gmail.com)

Dear Ms. Hu and Mr. Lynch,

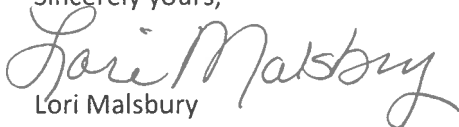
On October 3, 2023, the Town of Silt received your application for a Brew Pub liquor license at 504 & 506 Front Street. The application was submitted to the State Licensing Authority on October 3<sup>rd</sup> for a concurrent review. Your public hearing is scheduled for November 27, 2023, at 7:00 pm. Your presence at this meeting is required so that the Board can discuss your application with you and ask any questions that they might have.

Staff is recommending approval to the Board of Trustees with the following conditions:

- Fencing outlined shown on the diagram submitted for the licensed area and approved through the special use permit, must be installed and approved by the Town.
- All proper licensing through Garfield County Public Health and the Town of Silt must be completed.
- Applicant to coordinate with the Town Staff for final inspection after all requirements outlined for both the Special use permit and the liquor license have been completed.
- At least fifteen percent of the gross income from on-premise consumption of alcoholic beverages and food must come from the sale of sustenance food.
- Final results from fingerprinting and background check must be received and satisfactory.

I will provide you with an update concerning CBI, as soon as they have contacted me on the service code needed for Ms. Hu to submit the fingerprints for the background check. Should you have any questions prior to the meeting, please do not hesitate to contact me at Town Hall or at 970-876-2353 ext. 121.

Sincerely yours,

  
Lori Malsbury

Deputy Town Clerk

**TOWN OF SILT**  
**BOARD OF TRUSTEES**

**Public Hearing Action Item- Special Use Permit**

**Monday, November 27, 2023 7:00 PM**

<b>Project:</b>	Sazen de Jalisco
<b>Location:</b>	125 S. 7 <sup>th</sup> Street
<b>Applicant:</b>	Maria Sanchez
<b>Owner:</b>	Erick Monroy
<b>Current Zoning:</b>	B-3
<b>Proposed Zoning:</b>	No Proposed Change
<b>Present Land Use:</b>	Vacant Lot
<b>Proposed Land Use:</b>	Food Truck

**Description of Request**

Mr. Monroy and his mother, Maria Sanchez, are proposing to operate a food truck from the vacant lot at 125 S. 7<sup>th</sup> Street.

This vacant lot was purchased by Mr. Monroy in 2022, with the intention of opening a restaurant or food truck. Since the purchase of the land, it was decided by the applicant that a food truck would be a good starting point for their endeavors.

**Operating Plan**

- Sazen de Jalisco will be open 6 days a week from 6:30am to 7pm, closed on Tuesdays. This will allow for the serving of breakfast, lunch and dinner options.
- The food being served includes, but is not limited to: tamales, burritos, barbacoa, tacos, quesabirria, enchiladas, sopas, gorditas, shredded beef tostadas, beef stew, chili rellenos and drinks such as coke products, water, horchata, pineapple etc...
- The food truck will have power; however, it will not be connected to Town utilities. Since the food truck will not be connected to water and/or sewer, the applicant will be hiring a third party for the following services:
  - o Trash receptacles will be two 96-gallon bins that will be emptied on a weekly basis. The applicant has also proposed a wooden storage enclosure for the bins to be secured and more aesthetically pleasing.
  - o Clean, potable water will be delivered to the food truck on a regular basis, as needed.

- Grey water, grease and all other waste will be emptied, without leakage to the property or adjacent properties, by a company that specializes in waste disposal.
- Garfield County Public Health approvals and requirements will be met.
- All preparation and cooking of food will take place on the food truck, not in a commissary kitchen.
- The food truck will be stationary and not mobile.
- The applicant has proposed to build a storage shed, under 200 sq feet, to store dry goods that will be needed for the operation of the business.
- There is also a picnic shelter that the applicant would like to build on the premise, to allow for shade in the summer and weather protection for the winter. They would like to add sides and heaters during the winter months, if possible.

## The Property

The property is located south of Main Street, on the 700 block of Front Street. The below picture is inaccurate, as the property is currently vacant. The existing structure shown on the picture has been removed.



## Comprehensive Plan

The Comprehensive Plan, as amended in 2017, designates this parcel with a Commercial and Support Land Use Designation. Those properties within the Comprehensive Plan Land Use Designation of “Service and Commercial Support” are outside of the Town’s Downtown area, but are expected to have good visibility from Main Street and/or the I-70 corridor. The “Service and Commercial Support” designation is not expected to extend more than two blocks north of Highway 6. For this reason, it is appropriate to expect that these properties will provide the Town with solid retail and service commercial businesses, such as construction related businesses like supply companies, office-type businesses such as real estate offices, craftsmen type businesses such as cabinet makers, and other services such as auto repair and small appliance repair, hotels, and convenience stores. These properties should look inviting and aesthetically

professional, and the structures should have a western appeal or theme if possible. This area is crucial for the Town's employment picture, providing local jobs within the core of the community, and keeping the residents close to enjoy the time not spent working with their families and friends. While retail businesses may not be the main focus in the "Service and Commercial Support" area, it is important for the Town to encourage any business that provides clean commercial without air pollution, noise, undesired odor, vibration or wasted resources. As the Town and/or businesses grow(s), this Comprehensive Plan Land Use Designation will have to shrink in order to accommodate a larger "Downtown" area.

## **Staff Findings and Conclusions**

Overall, staff finds that this application and proposal align with the comprehensive plan and expansion of the downtown area.

The picnic shelter, trash enclosure and storage shed will all be built by the same contractor, to allow for a consistency in appearance. The applicant understands that a building permit must be pulled and that a plan review for building code compliance must be met, prior to permitting approval for any of these structures.

The applicant has specified on their site plan, that there will be 3 parking spaces on their property, accessed off of the alley to the north. These parking spaces will be in a gravel area, and assigned by parking signs. After further conversation with the applicant, the angle and location in which those parking spaces are proposed might need to change, in order to ensure the safest and smoothest flow of traffic for their customers. The Town will work with the applicant, to find the best angle and location for those parking spaces/signs. There is also ample street parking at this location, so Town Staff does not see parking as an issue with this application request.

The Planning and Zoning Commission recommends approval of the Special Use Application for the Jalisco Food Truck to operate at the proposed location, with the following conditions listed below:

## **Planner Recommendation**

Staff recommends approval of the Special Use Permit and Site Plan Review, allowing Sazen de Jalisco to operate a food truck business, at the proposed location with the following conditions:

- 1) That all statements made by the applicant both in the application and in any meetings before the Board of Trustees be considered conditions of approval, unless modified in any subsequent conditions.
- 2) That the applicant obtains a building permit for all improvements within the property, including but not limited to the picnic shelter, trash enclosure and storage shed.
- 3) That the applicant notifies the Town Community Development Department on any proposed changes over time and/or expansion of activities within the property, to ensure that it does not change the Special Use approval.

4) That the Applicant/Owner will apply for a permit and pay tap fees, if they chose to connect to the Town's water and wastewater services. A grease trap will also be required to be installed and inspected prior to attaching to the Town's system.

5) That the applicant acquires the proper licensing through Garfield County Public Health and the Town of Silt for the operation of the Food Truck.

6) That the applicant retains records of the water deliveries, and removal of waste (trash, grey water and grease), so the Town can audit records annually, or as often as needed.

6) That the applicant provides any additional requested documents and pay any remaining fees, prior to operating business.

7) That this approval is not for construction, but rather approval for the use of the land. Additional licensing and permitting will be required separately.

**Recommended Motion: I move to approve the Special Use Permit and Resolution Number 35. Series 2023, for Sazen de Jalisco, to operate a food truck at 125 S. 7<sup>th</sup> Street, with the conditions noted above or verbally added during this meeting.**

**TOWN OF SILT  
RESOLUTION NO. 35  
SERIES OF 2023**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE  
OPERATION OF A FOOD TRUCK AT 125 S. 7<sup>th</sup> STREET, WITHIN THE TOWN  
OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

**WHEREAS**, Sazen de Jalisco submitted an application for a Special Use Application and Site Plan Review ("Application") on or about October 10, 2023 requesting that they be allowed to operate Food Truck business from 125 S. 7<sup>th</sup> Street; and

**WHEREAS**, Town Staff processed the application and forwarded the application as well as staff comments about the application and various memoranda to the Town Planning and Zoning Commission ("Commission"); and

**WHEREAS**, the commission reviewed and discussed the application at its regular meeting on November 8, 2023; and

**WHEREAS**, Town Staff forwarded the application as well as staff comments about the application, Planning and Zoning Commission recommendation of approval and various memoranda to the Board of Trustees ("Board"); and

**WHEREAS**, the Board of Trustees reviewed and discussed the application at its regular meeting on November 27, 2023; and

**WHEREAS**, the legal description is Section: 10 Township: 6 Range: 92 Subdivision: ORIGINAL TWNSTE SILT Block: 16 Lot: 19 AND:- Lot: 20; and

**WHEREAS**, upon proper consideration there is a finding that it is reasonable to approve the proposed use, as it aligns with the 2017 Silt Comprehensive plan, and it doesn't appear to have any significant negative impact to adjacent properties.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:** the Special Use Permit and Site Plan Review for a Food Truck is hereby granted for 125 S. 7<sup>th</sup> Street, within the Town of Silt, Colorado ("Town") subject to the following conditions:

1) That all statements made by the applicant both in the application and in any meetings before the Board of Trustees be considered conditions of approval, unless modified in any subsequent conditions.

- 2) That the applicant obtains a building permit for all improvements within the property, including but not limited to the picnic shelter, trash enclosure and storage shed.
- 3) That the applicant notifies the Town Community Development Department on any proposed changes over time and/or expansion of activities within the property, to ensure that it does not change the Special Use approval.
- 4) That the Applicant/Owner will apply for a permit and pay tap fees, if they chose to connect to the Town's water and wastewater services. A grease trap will also be required to be installed and inspected prior to attaching to the Town's system.
- 5) That the applicant acquires the proper licensing through Garfield County Public Health and the Town of Silt for the operation of the Food Truck.
- 6) That the applicant retains records of the water deliveries, and removal of waste (trash, grey water and grease), so the Town can audit records annually, or as often as needed.
- 6) That the applicant provides any additional requested documents and pay any remaining fees, prior to operating business.
- 7) That this approval is not for construction, but rather approval for the use of the land. Additional licensing and permitting will be required separately.

**INTRODUCED, READ AND APPROVED** at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 27th day of November, 2023.

TOWN OF SILT

ATTEST:

\_\_\_\_\_  
Mayor, Keith Richel

\_\_\_\_\_  
Community Development Manager, Nicole Centeno





Community Development Department  
231 N. 7<sup>th</sup> Street, Silt, CO 81652  
(970) 876-2353 (office) (970) 876-2937 (fax)  
[www.TownOfSilt.org](http://www.TownOfSilt.org)

## Land Use Application Form

<input type="checkbox"/> Amended Plat	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Subdivision Exemption
<input type="checkbox"/> Annexation	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Floodplain Development
<input type="checkbox"/> Final Plan	<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Vacation of Right-of-Way
<input type="checkbox"/> Text Amendment	<input checked="" type="checkbox"/> Site Plan Review	<input type="checkbox"/> Metro District or Special District
<input type="checkbox"/> Easement Agreement	<input type="checkbox"/> Zoning or Rezoning	<input type="checkbox"/> Subdivision Improvement Agreement
<input type="checkbox"/> Preliminary Plan	<input checked="" type="checkbox"/> Special Use Permit	<input type="checkbox"/> ADA or ADA Amendment
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Other: _____

Project Name: Sazon de Jalisco Project Description: Food Truck  
Owner's Name: Erick F. Morray Owner's Number: 970 440 0488 Owner's Email Address: Erick.Morray21@icloud.com  
Address: 125 S 7<sup>th</sup> Street Silt CO 81652 Parcel ID Number: 217910219008  
Legal Description (attach additional sheets if necessary): Food Truck  
Access to Property: \_\_\_\_\_  
Acreage or Square Footage: 5,250 Existing Land Use Designation: \_\_\_\_\_  
Proposed Land Use Designation: \_\_\_\_\_  
Existing Zoning: D3 Proposed Zoning: N/A  
Proposed Use / Intensity of Use: N/A

### Submittal Requirements:

- A completed original application with original signatures and two copies (2 full sets) shall be submitted to the department for review. The application shall include two sets of 24" x 36" plans, plats and other appropriate drawings. Full application must also be submitted in electronic format.
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications will not be accepted and will delay processing.
- When the documents are deemed adequate, additional copies as required by the department shall be submitted no less than ten (10) days before the public hearing.
- All documents submitted for Land Use Applications shall be collated and paper-clipped (no staples). All plans, plats or drawings shall be organized and submitted ready for review, to avoid delays in processing. Fees and Deposits are collected at the time of submittal.

### STAFF USE ONLY

Pre-app conference: _____ (date)	Fees: _____
Application Received: _____ (date)	Deposits: _____
PZC approval: _____ (date)	Date Fees Collected: _____
BOT approval: _____ (date)	



## Billable Party Agreement

**Property Owner(s):** Name: Erick Francisco Munroy Phone: 970-440-0488  
Company: Sazon De Jalisco Food Truck Fax: N/A  
Address: 260 Dogwood Dr, Silt Co 81652  
**Authorized Rep.:** Name: Maria Elba Sanchez Phone: 970 948-2143  
Company: Sazon De Jalisco Food Truck Fax: N/A  
Address: 260 Dogwood Dr, Silt Co 81652  
**Billable Party:** Owner \_\_\_\_\_ Representative ✓

The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all billable staff time and contract services, including, but not limited to, planning, reviewing, inspecting, engineering, surveying and legal services rendered in connection with the applicant's request. A deposit will be required if deemed necessary by Town Staff. The Billable Party shall also reimburse the Town for the cost of making any corrections or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at a rate of 5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Name (printed): Erick Francisco Munroy

Address: 260 Dogwood Dr, Silt Co 81652

Phone: 970 440 0488 Email: Erick.munroya1@icloud.com

Colorado Drivers License Type of Identification Erick Signature

County of Garfield

§

State of Colorado

Sworn to and subscribed before me this 10 day of October, 2023  
(Day) (Month) (Year)

By Crystal Beckie Ruiz-Sanchez Witness my hand and official seal  
(Notary Name) (Notary Signature)

(seal)

Notary Public  
My Commission Expires 11-07-2025

Crystal Beckie Ruiz-Sanchez  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20174046058  
MY COMMISSION EXPIRES 11/07/2025

**Disclosure of Property Ownership**

- ☒ If owner is an individual, indicate name exactly as it appears on the deed.  
☐ If owner is a corporation, partnership, limited partnership or other business entity, name principals on a separate page. Please include articles of organization, partnership agreement, etc., as applicable.  
☐ If owner is a land trust, name beneficiaries on a separate page.  
☐ If applicant is a lessee, indicate the owner(s) on a separate page.  
☐ If applicant is a contract purchaser, attach a copy of the contract and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es) and phone number(s) for all owners.

**Property Owner Affidavit**

I/We, Erick Monroy, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data and all other supplementary matter attached hereto and made part of this application are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize Town staff to visit the site as necessary for proper review of this application.

(If there are special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site)

Erick F. Monroy  
Name (printed)

260 Dogwood Dr, Silt Co 81652

Address

970 440 0488  
Phone

N/A  
Fax

[Signature]  
Signature

Colorado Driver's License  
Type of Identification

County of Garfield

State of Colorado

Maria Sanchez  
Name (printed)

260 dogwood Dr Silt Co 81652

Address

970 948 2143  
Phone

N/A  
Fax

[Signature]  
Signature

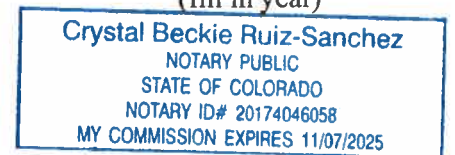
ss.

Sworn to and subscribed before me this 10 day of October, 2023  
(fill in day) (fill in month) (fill in year)

By ~~Monroy~~ Erick F. Monroy  
(name printed)

Witness my hand and official seal.  
[Signature]  
Notary Public

My Commission expires: 11-07-2025



(seal)

Authorized Representative

I/We further permit Erick Monroy permit Mara Sanchez to act as my/our representative in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.


Mara Sanchez  
Name (printed)

260 Dogwood Dr

S.H., Co 81652  
Address

970-948-2143  
Phone

NA  
Fax

  
Signature

Colorado Drivers License  
Type of Identification

County of Garfield )

)


State of Colorado )

ss.

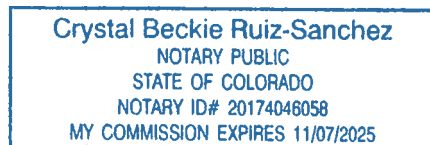
Sworn to and subscribed before me this 10 day of October, 2023.  
(fill in day) (fill in month) (fill in year)

By Mara Sanchez  
(name printed)

Witness my hand and official seal.

  
Notary Public

My Commission expires: 11-07-2025



# Public Notice Requirements

The Silt Municipal Code, Chapter 16.16 requires Public Notices for Land Use Application to be submitted to the newspaper and sent by certified, including return receipt mail, to property owners within 200 feet (not including rights-of-way, rivers, tributaries, or public parcels).

The Town will provide the Public Notice that the applicant will need to mail out. The Town will send the Public Notice to the newspaper. Once mailed, the applicant will need to provide the Town with the **original** certified mailing receipts and the return receipt mailings (green cards) need to be addressed to:

Town of Silt  
Attn: Community Development  
P.O. Box 70  
Silt, CO 81652

**\*Please note that the list of property owners within 200 need to be submitted at the time that the Land Use Application is submitted and all original documents need to be provided to the Town\***

The minimum public notice requirements are as follows:

Type of Land Use Application	P & Z Recommendation	P & Z Decision	1 <sup>st</sup> Resolution	2 <sup>nd</sup> Resolution	1 <sup>st</sup> Reading Ordinance	2 <sup>nd</sup> Reading Ordinance
Annexation	15 days	N/A	15 days	4 consecutive weekly	15 days	None (if continued)
Zoning/Rezoning	15 days	N/A	N/A	N/A	15 days	None (if continued)
Major Subdivision						
Sketch	N/A	N/A	15 days	N/A	N/A	N/A
Preliminary	15 days	N/A	15 days	N/A	N/A	N/A
Final	10 days	N/A	10 days	N/A	N/A	N/A
Minor Subdivision						
Sketch	10 days	N/A	N/A	N/A	N/A	N/A
Final	N/A	N/A	10 days	N/A	N/A	N/A
Planned Unit Development (See above for Major Subdivision)	See above	See above	See above	See above	See above	See above
Special Use Permit	N/A	15 days	15 days	N/A	N/A	N/A
Variance	N/A	10 days	N/A	N/A	N/A	N/A
Vacation of Right-of-Way	N/A	N/A	N/A	N/A	10 days	None (if continued)
Easement Agreement	N/A	N/A	10 days	N/A	N/A	N/A
ADA Amendment	N/A	N/A	10 days	N/A	N/A	N/A
SIA Amendment	N/A	N/A	10 days	N/A	N/A	N/A
Sign Exception	N/A	10 days	N/A	N/A	N/A	N/A
Comprehensive Plan Amendment	N/A	10 days	10 days	N/A	N/A	N/A
Site Plan Review	N/A	15 days	N/A	N/A	N/A	N/A

## LAND USE APPLICATION FEES

Application	Fee	Deposit
Annexation	5+ Acres \$2,000 5 Acres or Less \$1,200	\$400
Annexation & Development Agreement Amendment	\$500	\$500
Boundary Adjustment/Lot Line	\$100	\$0
Condominiums (See Subdivision for Fees)	Varies	Varies
Easement Agreement and Amendments	\$500	\$500
Intergovernmental Agreement and Amendments	\$500	\$500
Major Subdivision-Sketch	\$500	\$500
Major Subdivision-Prelim	\$1,000	\$800
Major Subdivision-Final	\$600	\$500
Manufactured/Modular Home Park Permit	\$250	\$250
Minor Subdivision (PUD) -Sketch	\$500	\$500
Minor Subdivision (PUD)-	\$500	\$500
Minor Subdivision (PUD) -Final	\$500	\$500
Replat or Re-subdivision	\$500	\$0
Commercial/Multifamily Site Plan Review	\$500	\$0
Special Use Permit	\$350	\$250
Subdivision Exemption	\$250	\$0
Subdivision Improvement Agreement Amendment	\$400	\$400
Vacation of Right of Way	\$500	\$500
Variance	\$250	\$250
Zoning or Rezoning	\$600	\$500

***\*Deposits must be included with application submittal. The deposit is used as security for department staff and consultant time to review the project application. Applicant shall also pay for fees and charges incurred by the town, such as legal fees, planning fees, engineering fees, and filing or recording fees, plus an administrative fee of 15% of the total consultant charges.***

***\* For a complete list of the fee schedule, to include items not listed above, please contact the Community Development Department at (970) 876-2353 ext 110***

### ATTACHMENTS/EXHIBITS MUST BE COMPLETE FOR SUBMITTAL.

Incomplete applications **will not** be reviewed until deemed complete.

### **Checklist below for Office use only.**

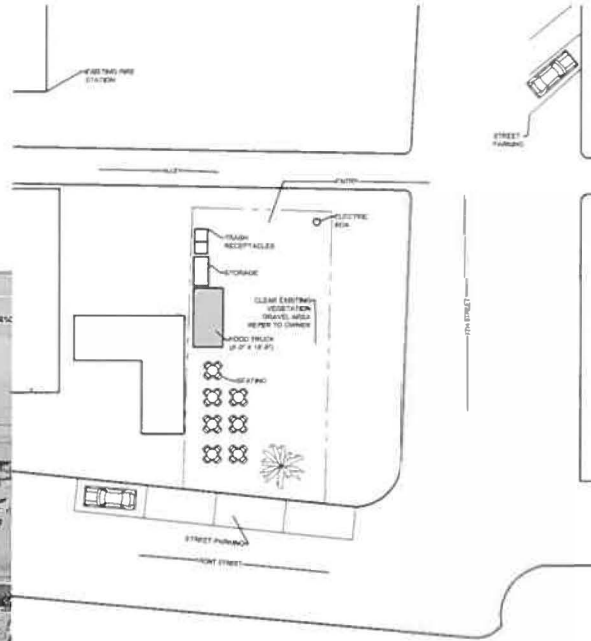
- 1] ☐ A legal description of the property
- 2] ☐ Evidence of legal ownership- May be a deed, title commitment, title insurance policy, or attorney's opinion of ownership
- 3] ☐ Letter of consent- Required if the Applicant is not the property owner
- 4] ☐ List of property owners within 200 feet. Call Garfield County Assessor's Office at 970-945-9134 for information
- 5] ☐ Impact statement (description of how the proposed land use complies with the Town of Silt Municipal Code and Comprehensive Plan)
- 6] ☐ A copy of the completed application in electronic format
- 7] ☐ Provide two (2) printed copies and one digital copy of the full application and 24x36 copies of the Site Plan, Annexation Map, Plat Proposal or any other required documents for the proposed land use. Once approved, the Town will determine if any additional copies will be required
- 8] ☐ Fee and Deposit Collected
- 9] ☐ Other required documents



EXISTING UTILITIES  
 IF REQUIRED



PLAT  
 SCALE NTS



SITE PLAN  
 SCALE 1/8" = 1'-0"

ACCOUNT: R330113  
 PARCEL: 217910219008  
 PROPERTY ADDRESS: S.E.T. CO. 81852  
 LEGAL DESCRIPTION: SECTION 10 TOWNSHIP 6 RANGE  
 82 SUBDIVISION: ORIGINAL TWP. S.E.T. BLOCK 14 LOT  
 19 AND LOT 25  
 ACRES: 10  
 LAND SQFT: 1,250  
 TAX AREA: 35  
 MILL LEVY: 75.3150  
 SUBDIVISION: ORIGINAL TWP. S.E.T.



FOOD TRUCK  
 SCALE NTS

MARIA SANCHEZ  
 701 MAIN STREET  
 S.E.T. CO. 81852

ISSUE DATE:  
 10-09-2023

SHEET TITLE  
 SITE PLAN  
 A-1.1

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# Town of Silt Community Development

231 N. 7<sup>th</sup> Street, Silt Colorado 81652; (970)876-2353 ext. 110



## LAND USE ACTIVITY IMPACT STATEMENT

Name of Applicant: Enry Francisco Moray Date: 10/10/2023

Location of Property: 125 S 7<sup>th</sup> Street Silt Co 81652

Land Use Request: \_\_\_\_\_

Please answer the following questions to the best of your ability. Attach additional pages as needed.

1. Is your request compatible with the Silt Municipal Code? ☒ Yes ☐ No

2. Is your request compatible with the Silt Comprehensive Plan? ☒ Yes ☐ No

If not, how is your request useful to the Town of Silt?

3. Explain how your request is compatible with the immediate area surrounding the site. I had a site post performed and Everything is Compatible with the area. Everything is within the safety Code.

4. How is your request desirable for the Town of Silt?  
I feel that people will enjoy our food we have been part of this Community for a while and are very fortunate to be able to serve this community.

5. Detail any real or possible environmental, town service, or other impacts your request may have. N/A



6. Are there or have there ever been any landfills on any part of the property included in your request? Yes/ No Yes Site prot.

7. Please mark all the concerns or impacts listed below which apply to your request and give a brief statement about how you have addressed them.

- a. \_\_\_\_\_ traffic
- b. \_\_\_\_\_ town services (water, sewer, etc.)
- c. \_\_\_\_\_ signage
- d. \_\_\_\_\_ open space
- e. \_\_\_\_\_ schools
- f. \_\_\_\_\_ emergency services (police, fire, medical)
- g. \_\_\_\_\_ other utilities (electrical, etc.)
- h. \_\_\_\_\_ other (pollution, etc.)

Please list any other items or information which you feel would be of help in assessing your application.

## Nicole Centeno

---

**From:** crystal ruiz <c\_ruiz13@hotmail.com>  
**Sent:** Wednesday, November 1, 2023 4:07 PM  
**To:** Nicole Centeno; mariasanchez122@yahoo.com  
**Subject:** Operating plan

Hello Nicole,

Please see below I'm sorry it took so long

### Operating plan

- Hours/Days of operation? 6:30 am to 7pm Sunday-Monday closed Tuesday
- Menu Items/Type of food and beverages? Smothered tamales, smothered burritos, barbacoa, tacos, quezabirria, enchiladas, sopas, gorditas, shredded beef tostadas, beef stew, chiles réyenos, coke products and fresh waters like example horchata, pineapple etc.
- Running on generator or electric? How and Where, if electric? We will be running on electric Xcel lol electric company will install meter on plant.
- Will cooking take place only on the food truck, or are you using a commissary kitchen for prep? Cooking will be done in food truck all the things will be done on food truck.
- How are you handling inclement weather? For the winter we will have a shed that is covered in a clear strong plastic and we will be using propane heaters to heat area where people will eat. Only the entrance will be opened and summer we will have the same shed but open Since it will be warm.
- Garfield Ct licensing info
  - No Water/Sewer hook-up, so how is grey water disposed? We will be hiring a company in rifle and they are going to be taking the dirty water and that same company will replace dirty water with clean water
  - Where are you getting water from? From the company from rifle that is supplying it
  - Grease Disposal? We are hiring also a company for grease disposal and they will come and take it to dispose of it
  - Do you have an approval from Nettie with GarCo Public Health? Not yet we are still working on all the paperwork and getting all of that approved however we have spoken about it. Once we have the approval we can begin contracts and I can get you copies of that.
- Will this food truck be mobile or stationary full time? It will be stationary full time.
- The parking on the lot is necessary, but I need to dig into the location and direction. Since it's one way, there needs to be enough space to backout and turn, so no parking signs will need to be behind the parked vehicles. We don't want anyone getting trapped in, especially if there was an emergency.
- You note a storage structure and wooden shelter, please expand and provide more details, as those need to go under a completely different plan review. I don't need building plans yet, but definitely more info- we want a small shed storage so we can store paper cups plates etc, and the other shelter will be for seating area.

- Below I am attaching the links to the Town Comp Plan and need you to touch on why and how this fits into that plan. Nothing too detailed, just an overview on why the community needs this :)
- I feel like our food truck and business fits into the comp plan because it is exclusively for our community residence it will allow people to have more variety of food to be able to consume and it will make people happy I feel it will bring a lot of good fortune to the town of silt and it will be a great addition.

Thank you

Get [Outlook for iOS](#)

Criteria for review of special use applications are:

A. Compliance of the application with this code;

We will try to be in compliance of the application with this code because downtown and service area need to be expanded and this would be a good area for expansion.

B. Compatibility of the proposal with the character of the surrounding area;

The compatibility with the character of the surrounding area is that we are a block away from main street and other food service areas, so it's a perfect location for proposal.

C. Desirability and need for the proposed use;

The desirability would be additional food options for the area & an extra breakfast area for community and outside worker.

D. Encouragement of the most appropriate use of land throughout the town;

This food truck will be perfect in this location because the off street and on street parking makes it the most appropriate use of the land throughout the town.

E. Potential for adverse environmental influences that might result from the proposed use;

Working towards no adverse environmental influences and we are in compliance and will continue to be in compliance with all town and garfield co. codes.

F. Compatibility of the proposed use with the comprehensive plan; and

The Comprehensive Plan states we need to expand downtown food and service area. We believe a block south from downtown/main street is the right expansion for the downtown area.

G. Adequate provision for ingress and egress of vehicular and other traffic; parking, servicing and loading/unloading; refuse and service areas; utilities; screening and buffering; signage; yards and open space; and any other items determined necessary or appropriate by the board.

The town has informed us that the proposed parking is not ideal for on site parking. We are working with the town to provide as much appropriate on-site parking as possible. We are working with the town to re-vamp the proposed parking.

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR SESSION  
November 27, 2023**

**AGENDA ITEM SUMMARY**

---

**SUBJECT:** 2024 DRAFT Budget Presentation

**PROCEDURE:** Presentation of Revenue/Expense Projections, Fund Balances and Priorities

**RECOMMENDATION:** Presentation/Discussion

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

This presentation is meant to be a comprehensive budget wrap-up. Please review the line-item detail in this packet in the Work Session section.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Jeff Layman

**TOWN ATTORNEY REVIEW** [ ☐ ] YES [ ☒ ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

***Jeff Layman***  
Jeff Layman, Town Administrator

*Sheila M. McIntyre*  
Sheila M. McIntyre, Town Clerk

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
November 27, 2023**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Second reading of **Ordinance No. 7, Series 2023**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTERS 2.08 AND 2.44 OF THE SILT MUNICIPAL CODE, TO ESTABLISH PROCEDURES FOR COLLECTIONS OF MONEY OWED TO THE TOWN AND THE SILT MUNICIPAL COURT, TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

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

**RECOMMENDATION:** Staff recommends approval

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The intent of this ordinance was to initially create an option that the municipal court could use for those cases where defendants failed to make right on their debt to the courts. Legislation does not allow municipal courts to take action on those whose obligation is strictly monetary so it is the hope that by turning these unsatisfied debts over to collections, the town would be able to recoup some of these fees. This ordinance is designed to also be used by the town to collect on debt (i.e. Accounts Receivable) where a lien isn't necessarily a viable option.

**FUNDING SOURCE:** N/A

**ORDINANCE FIRST READING DATE:** November 13, 2023

**ORDINANCE SECOND READING DATE:** November 27, 2023

**RESOLUTION READING DATE:** N/A

**ORIGINATED BY:** Town Clerk, Sheila McIntyre

**PRESENTED BY:** Town Clerk, Sheila McIntyre

**DOCUMENTS ATTACHED:** Ordinance No. 7, Series 2023

**TOWN ATTORNEY REVIEW** ☒ YES ☐ NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

  
\_\_\_\_\_  
Sheila M. McIntyre, Town Clerk, CMC

**REVIEWED BY:**

  
\_\_\_\_\_  
Jeff Layman, Town Administrator

**TOWN OF SILT  
ORDINANCE NO. 7  
SERIES OF 2023**

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTERS 2.08 AND 2.44 OF THE SILT MUNICIPAL CODE, TO ESTABLISH PROCEDURES FOR COLLECTIONS OF MONEY OWED TO THE TOWN AND THE SILT MUNICIPAL COURT, TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

**WHEREAS**, pursuant to C.R.S. Section 31-15-103 and Section 1 of the Town's Home Rule Charter, the Board of Trustees ("Board") of the Town ("Town") has the authority to make and publish ordinances necessary and proper to provide for the safety, preserve the health, promote the prosperity, improve the morals, order comfort and convenience of such municipality and the inhabitants thereof; and

**WHEREAS**, on January 1, 2022, State of Colorado House Bill 21-1314 went into effect, revoking the Department of Revenue's ability to cancel, deny, or deny renewal of a person's driver's license as a result of unpaid fines and fees; and

**WHEREAS**, the Board, not wanting to lose the power and authority of the Municipal Court to impose penalties for defendants not appearing or failing to pay fines and fees; and

**WHEREAS**, the Board, not wanting to allow uncollected debt owed to the Town to go unpaid and establish a means of collecting money owed to the Town; and

**WHEREAS**, the Board desires to amend the Municipal Code to establish collection procedures for the Town of Silt and the Municipal Court; and

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

**WHEREAS**, the Board finds and determines that the adoption of this ordinance is necessary and proper to provide for the safety, health, prosperity and order of the Town.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ORDAINS AS FOLLOWS:**

**Section 1**

Chapter 2.08 of the Silt Municipal Code is hereby amended with the addition of the following:



## **Section 2.08.290 Collections**

The Town Administrator or his designee is authorized to use any lawful method of collecting fines, fees, default judgments, personal recognizance bond forfeitures, civil penalties or any other unpaid amounts due from any person assessed such sums by the municipal court, including the reasonable cost of collection and interest at the statutory rate for unpaid civil judgments. Reasonable costs of collection shall include, without limitation, the fees and costs of the town attorney, private counsel, or of a collection agency, but such fees and costs shall not exceed eighteen percent (18%) of the amount collected unless otherwise ordered by a Court of Law.

A. Collections from the municipal court shall be approved and ordered by the judge at such time that all other attempts to collect have failed.

## **Section 2**

Chapter 2.44 of the Silt Municipal Code is hereby amended with the addition of the following:

### **Section 2.44.130 - Collections**

The Town Administrator or his designee is authorized to use any lawful method of collecting on unpaid accounts with the town including the reasonable cost of collection and interest at the statutory rate for unpaid civil judgments. Reasonable costs of collection shall include, without limitation, the fees and costs of the town attorney, private counsel, or of a collection agency, but such fees and costs shall not exceed eighteen percent (18%) of the amount collected unless otherwise ordered by a Court of Law.

## **Section 3**

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

## **Section 4**

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



**INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing,** this 13 day of November, 2023, at 7:00 p.m. in the Municipal Building of the Town of Silt Colorado.

**PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED,** this 27 day of November, 2023.

TOWN OF SILT

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Mayor Keith B. Richel

ATTEST:

---

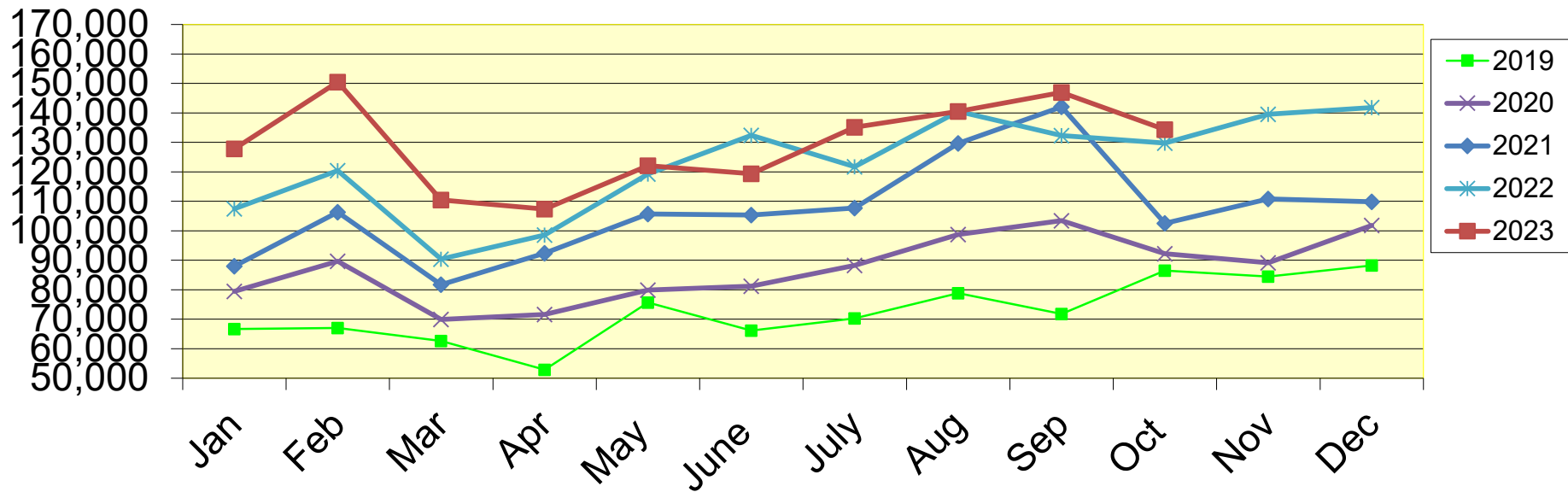
Town Clerk Sheila M. McIntyre, CMC

# Town of Silt

Month Town Received Funds

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	increase/ decrease %
2019	66,667	67,063	62,651	52,890	75,666	66,144	70,293	78,867	71,805	86,548	84,521	88,243	871,358	6.59
2020	79,495	89,702	69,937	71,613	79,900	81,218	88,277	98,766	103,464	92,270	89,183	101,808	1,045,633	20
2021	87,992	106,303	81,733	92,390	105,699	105,337	107,768	129,723	142,057	102,590	110,788	109,873	1,282,253	22.63
2022	107,452	120,470	90,424	98,562	119,243	132,384	121,773	140,529	132,355	129,730	139,522	141,817	1,474,261	14.9
2023	127,798	150,495	110,482	107,367	122,093	119,347	135,129	140,497	146,970	134,306			1,294,484	8.5

## Sales Tax Collected 2019-2023



Y-T-D	Total
698,594	2019 871,358
854,642	2020 1,045,633
1,061,592	2021 1,282,253
1,192,922	2022 1,474,261
1,294,484	2023 1,294,484

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

# Town of Silt      Monthly Financial / Cash Flow Report

October 2023 (83% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Current Fund Balance
General Fund	4,621,985	4,156,951	111.2%	3,394,786	5,343,470	63.5%	1,227,199	6,290,057
Conservation Trust Fund	42,779	45,100	94.9%	27,456	30,000	91.5%	15,323	130,499
Water & Wastewater Fund	2,418,728	4,412,700	54.8%	3,659,788	5,155,653	71.0%	-1,241,060	2,227,747
Irrigation Fund	229,545	322,000	71.3%	274,766	413,376	66.5%	-45,221	346,775
Victim Assistance Fund	8,734	11,000	79.4%	10,000	15,300	65.4%	-1,266	37,021
Beautification Fund	156,907	170,040	92.3%	105,602	312,000	33.8%	51,305	251,046
Park Impact Fund	21,531	66,560	32.3%	159,868	160,000	99.9%	-138,337	21,690
Construction Impact Fund	19,010	35,500	53.5%	116,887	118,000	99.1%	-97,877	30,572
Silt Housing Authority	238,633	290,000	82.3%	186,616	307,257	60.7%	52,017	282,525
Economic Devel. Revolving	21,709	18,000	120.6%	0	16,235	0.0%	21,709	70,462
Total	7,779,561	9,527,851		7,935,769	11,871,291		-156,208	9,688,394
	YTD Revenue	% of Budget						
Sales Tax	1,294,483	99.1%						
Use Tax	418,255	104.6%						
	YTD Revenue	% of Budget						
Trash Service Fees	393,269	87.4%						
Water Service Fees	887,652	88.8%						
Wastewater Service Fees	1,092,747	85.4%						
Irrigation Fees	221,705	84.3%						

# Town of Silt Finance Report

**Month: October 2023 (83% of year has elapsed)**

## General Fund

Revenue	\$	4,621,985	111.2%
Expenditures	\$	3,394,786	63.5%

## General Fund Revenue

Sales Tax:	\$	1,294,483	99.1%
Use Tax:	\$	418,255	104.6%

## Funds Report

### Water/Wastewater:

Revenue	\$	2,418,728	54.8%
Expense	\$	3,659,788	71.0%

### Irrigation:

Revenue	\$	229,545	71.3%
Expense	\$	274,766	66.5%

### Silt Housing Authority:

Revenue	\$	238,633	82.3%
Expense	\$	186,616	60.7%

## Investments

Cash:	8,341,492
Checking:	385,800 ANB
Money Market:	1,100,755 ANB
CSafe 01	535,041 CSafe
CSafe 02	4,706,599 CSafe
Csafe 03	632,719 CSafe
ColoTrust Gen Fund	38,212 ColoTrust
ColoTrust W/WW	859,545 ColoTrust
ColoTrust Housing	125,641 ColoTrust
Utilities Cash Clearing:	(6,134)
Court Cash Clearing	(9,994)
Returned Check Clearing:	308
W/WW Reserved Cash:	(27,000)

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
November 27, 2023**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** I70 Water Main Crossing

**PROCEDURE:** Action Item

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The I70 water main crossing project is the construction of a new water main from the south side of River Frontage Road to the intersection of Front Street and 7<sup>th</sup> Street with borings under Interstate 70 (I-70) and under the Union Pacific Railroad (UPRR). The project need was identified, as it will replace an aging Ductile Iron line currently in use. With this project line size will all so be increased from 10" to 12", which based on calculations will be large enough to accommodate future growth and water needs.

The project was designed and engineered by Town Engineer, Deric Walter, and reviewed by Public Works Director, Trey Fonner. In September of 2023 this process was completed and it was placed out for bids. Bids were to be returned to the Town by November 16, 2023. A total of 4 bids were received for this project. See attached bid check list.

It is Staffs recommendation that this project be awarded to Clayco Construction. Clayco Construction is a reputable company that has completed projects for the Town of Silt in the past.

**PRESENTED BY:** Director Fonner

**DOCUMENTS ATTACHED:** Bid Check list

**TOWN ATTORNEY REVIEW** [ ] YES [ X ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

  
\_\_\_\_\_  
Trey Fonner, Public Works Director

**REVIEWED BY:**

  
\_\_\_\_\_  
Jeff Layman, Town Administrator



## PUBLIC IMPROVEMENT PROJECT RFP / BID CHECK LIST

<b>Project Information</b>			
Name of Project: I-70 Water Main Crossing 2023			
Location: 7 <sup>th</sup> and Front Street			
Project Number: 11106.18			
Engineer: Boundaries Unlimited			
Contact: Deric Walters			
Phone: (970)945-5252	Fax:	Email: deric@bu-inc.com	
Responsible Department: Public Works			
Contact: Trey Fonner			
Phone: (970)876-2353 ext 106	Fax:	Email: trey@townofsilt.org	

<b>Project Description</b>	
<p>The project consists of the construction of a new water main from the south side of River Frontage Road to the intersection of Front Street and 7<sup>th</sup> Street with borings under Interstate 70 (I-70) and under the Union Pacific Railroad (UPRR).</p>	

Funding Allocation		
Fund	Budget Line Item	Amount
Garfield County Federal Mineral Lease District		\$200,000.00
Department of Local Affairs EIAF Grant		\$767,325.00
Water/Wastewater Enterprise Fund	005-000-472-0601	\$567,325.00



## PUBLIC IMPROVEMENT PROJECT RFP / BID CHECK LIST

APPARENT LOW BIDDER / CONSULTANT				
Bidder Name	Addendums	Bid Bond	Bid Amount	
Clayco Construction	4	Yes	\$1,120,530.00	

RFP / BID TABULATION				
Bidder / Consultant	Addendums	Bid Bonds	Bid Amount	
Johnson Construction	4	Yes	\$1,133,652.00	
Siete	4	Yes	\$2,859,650.00	
Phoenix Industries	4	Yes	\$1,722,812.32	

BID REVIEW				
Staff Person	Yes	No	Date Reviewed	Comments
Director Fonner	X		11/17/2023	



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November 10, 2023

News You Can Use

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## Happy Day to our Silt Veterans!



### Veteran's Day

**According to Wikipedia, "Veterans Day** (originally known as Armistice Day) is a federal holiday in the United States observed annually on November 11, for honoring military veterans of the United States Armed Forces (who were discharged under conditions other than dishonorable). It coincides with other holidays including Armistice Day and Remembrance Day which are commemorated in other countries that mark the anniversary of the end of World War I. Major hostilities of World War I were formally ended at the 11th hour of the 11th day of the 11th month of 1918 when the Armistice with Germany went into effect. At the urging of major U.S. veteran organizations, Armistice Day was renamed Veterans Day in 1954.

Veterans Day is distinct from Memorial Day, a U.S. public holiday in May. Veterans Day commemorated the service of all U.S. veterans, while Memorial Day honors those who have died while in military service. Another military holiday that also occurs in May, Armed Forces Day, honors those currently serving in the U.S. military. Additionally, Women Veterans Day is recognized by a growing number of U.S. states that specifically honor women who have served in the U.S. military."

In honor of our Veterans and in order for our employees to spend time with their Veterans, the Town of Silt observes Veterans Day today. Town Hall will be closed all day and reopen on Monday, November 13 at 8 AM.



## **Día de los Veteranos**

**Según Wikipedia, "El Día de los Veteranos** (originalmente conocido como Día del Armisticio) es un feriado federal en los Estados Unidos que se celebra anualmente el 11 de noviembre, para honrar a los veteranos militares de las Fuerzas Armadas de los Estados Unidos (que fueron dados de baja en condiciones que no sean deshonrosas). Coincide con otras festividades, como el Día del Armisticio y el Día del Recuerdo, que se conmemoran en otros países que marcan el aniversario del final de la Primera Guerra Mundial. Las principales hostilidades de la Primera Guerra Mundial terminaron formalmente a la hora 11 del día 11 del mes 11 de 1918, cuando entró en vigor el Armisticio con Alemania. A instancias de las principales organizaciones de veteranos de los Estados Unidos, el Día del Armisticio pasó a llamarse Día de los Veteranos en 1954.

El Día de los Veteranos es distinto del Día de los Caídos, un día festivo en los Estados Unidos en mayo. El Día de los Veteranos conmemora el servicio de todos los veteranos de los Estados Unidos, mientras que el Día de los Caídos honra a los que han muerto mientras estaban en el servicio militar. Otro feriado militar que también ocurre en mayo, el Día de las Fuerzas Armadas, honra a aquellos que actualmente sirven en el ejército de los EE. UU. Además, el Día de las Mujeres Veteranas es reconocido por un número creciente de estados de EE. UU. que honran específicamente a las mujeres que han servido en el ejército de EE. UU.

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## **\$1 M Awarded for Silt's Water Treatment Plant Improvements**

### **Town of Silt Receives \$1 M Water Plant Grant**

#### **\$1 millón otorgado para mejoras en la planta de tratamiento de agua de Silt**



**The Town received word this week that it has been selected for a \$1 M grant to be applied to its water plant improvement project.** The Energy/Mineral Impact Assistance Fund Grant (EIAF) will reimburse the Town for a \$1 M portion of the expenditures in building the Town's \$28 M project, to start during the first quarter of 2024.

The grant will reduce the Town's loan from the State by \$1 M and will reduce borrowing costs, interest and therefore a small reduction in the average water rate paid by Silt water users. It brings to over \$11 M the project has garnered in grants and loan forgiveness for the project.

Grant writer Debra Figueroa of Sustainable Strategies encouraged the Town to apply, wrote the grant application and shepherded the Town Staff through the process of application, documentation and presentation. Town Staff presented the

project and grant application to the State's Advisory Committee last month at a meeting held in Avon.

The grant award marks the second EIAF water system improvement grant given to Silt in 2023. Earlier this year, Silt received \$750,000 to supplement Town funds to install a new water line to be bored under I-70 and the Union Pacific Railroad tracks from the water plant into the main areas of Town.

The EIAF program assists towns that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the State's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land.

**La ciudad de Silt recibe una subvención una planta de agua**



**de \$1 millón para**

**La ciudad recibió la noticia esta semana seleccionada para una subvención de \$ aplicará a su proyecto de mejora de la planta de agua.**

**de que ha sido 1 millón que se**

La Subvención del Fondo de Asistencia para el Impacto de la Energía/Minerales (EIAF, por sus siglas en inglés) reembolsará a la Ciudad una parte de \$1 millón de los gastos en la construcción del proyecto de \$28 M de la Ciudad, que comenzará durante el primer trimestre de 2024.

La subvención reducirá el préstamo de la ciudad del estado en \$ 1 millón y reducirá los costos de préstamo, los intereses y, por lo tanto, una pequeña reducción en la tarifa promedio de agua pagada por los usuarios de agua de Silt . Ascende a más de 11 millones de dólares los que el proyecto ha obtenido en subvenciones y condonación de préstamos para el proyecto.

La escritora de subvenciones Debra Figueroa de Sustainable Strategies alentó a la ciudad a presentar una solicitud, escribió la solicitud de subvención y guió al personal de la ciudad a través del proceso de solicitud, documentación y presentación. El personal de la ciudad presentó el proyecto y la solicitud de subvención al Comité Asesor del Estado el mes pasado en una reunión celebrada en Avon.

La concesión de la subvención marca la segunda subvención para la mejora del sistema de agua otorgada a Silt en 2023. A principios de este año, Silt recibió \$750,000 para complementar los fondos de la ciudad para instalar una nueva línea de agua que se perforará debajo de la I-70 y las vías del ferrocarril Union Pacific desde la planta de agua hasta las áreas principales de la ciudad.

El programa de Subvención del Fondo de Asistencia para el Impacto de la Energía/Minerales (EIAF, por sus siglas en inglés) ayuda a las ciudades que se ven afectadas social y/o económicamente por el desarrollo, el procesamiento o la conversión de energía de minerales y combustibles minerales. Los fondos

proviene del impuesto estatal sobre la producción de energía y minerales y de una parte de la parte que le corresponde al Estado de las regalías pagadas al gobierno federal por la extracción y perforación de minerales y combustibles minerales en tierras de propiedad federal.

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## Coal Ridge Boys Soccer Edges Rifle; Heads to State Championships Colorado Springs on Saturday

Rifle de bordes de fútbol masculino de Coal Ridge; Se dirige a los Campeonatos Estatales de Colorado Springs el sábado



**The Coal Ridge Titans overcame a one-goal deficit to best Rifle in the semifinals Wednesday night on a crisp 40 degree evening in Greeley. The Titans then hung on to win 2-1 to seal a trip to the 3A state championship game in Colorado Springs on Saturday. The win avenges the Titans 1-0 loss to Rifle during the regular season.**

Seeded No. 15 in the tournament, Coal Ridge, with last season's 2-1 semifinal loss to Peak to Peak still fresh in their minds, now faces defending 3A state champions Colorado Academy. The game is slated for noon Saturday at Switchbacks' Winder Field in Colorado Springs. **GO TITANS!**

Rifle de bordes de fútbol masculino de Coal Ridge; Se dirige a los Campeonatos Estatales de Colorado Springs el sábado

**Los Coal Ridge Titans se sobrepusieron a una desventaja de un gol para vencer a Rifle en las semifinales el miércoles por la noche en una noche fresca de 40 grados en Greeley. Los Titans luego se aferraron para ganar 2-1 para sellar un viaje al juego de camaronería estatal 3A en Colorado Springs el sábado. La victoria venga la derrota de los Titans por 1-0 ante Rifle durante la temporada regular.**

Cabeza de serie No. 15 en el torneo, Coal Ridge, con la derrota por 2-1 en la semifinal de la temporada pasada ante Peak to Peak aún fresca en sus mentes, ahora se enfrenta a los campeones estatales defensores de 3A, Colorado Academy. El juego está programado para el mediodía del sábado en el Winder Field de los Switchbacks en Colorado Springs. **¡VAMOS TITANS!**

**Santa Claus, Caroling, Fireworks, Food and Drink Headline Silt Treelighting: Tuesday, November 21**



*Silt's 4th Annual White Christmas*  
Tuesday, November 21st  
Main Street - 7th to 9th Streets  
4:30 pm - 8:00 pm Downtown Businesses Open  
6:30 pm - 7:30pm Caroling & Lighting Ceremony  
Join Silt for a White Christmas Celebration!  
There will be a DJ playing Christmas music, A Countdown Ceremony to the Main Street Lighting Displays, Christmas Caroling, Downtown Shops will be open for business, S'mores, Santa plus more!  
*I'm dreaming of a White Christmas*



*Support Silt Businesses*  
Tuesday, November 21st

Silt Liquor	Stylin' Q
Columbine Liquor	Miner's Claim
Ternys Tacos	La Placita
Taqueria Garcia	AG Flooring
Green Cross	Whimsical Wagon
Brickhouse Pizzeria	Wild Roots Boutique
Property Professionals	
Burning Mountain Pizzeria & Subs	
Wild Coffee Roasters & Silt Historical Park	



Join the Town of Silt for fireworks!!  
The show will start immediately following our 4th Annual White Christmas Lighting Ceremony!!  
Date: November 21, 2023  
Time: festivities start at 6:30 p.m.  
Location: Silt Main Street  
