

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 24, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Community Service Officer Report/Discussion

PROCEDURE: Information Item

RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In 2023 the Town Board embarked on a policy direction to begin actively managing code compliance within the Town through “promoting a sense of community, health and safety, and to improve Silt’s public image.” To that end, the Town hired a Community Service Officer (CSO) to address code compliance/enforcement.

The overall strategies that were to be employed were to:

- Audit the Comprehensive Plan and Town Code
- Selection and Training of CSO
- Public Presentations and Reports
- Complaint Response

Over the course of the past several months, the Town has accomplished the selection of a CSO, began the training process, and has been accomplishing complaint responses. At the outset, the CSO position worked within the Community Development Department for basic training on the position, and then was moved into the Police Department for further and continued training.

At this evenings Town Board Work Session CSO Angelo Waganer will be present and is prepared to give an overview of the CSO’s efforts over the past months. CSO Waganer will also be prepared to discuss priorities for the remainder of 2024 and to answer any questions that the Board may have.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A


ORIGINATED BY:

PRESENTED BY:

DOCUMENTS ATTACHED: CSO Waganer Presentation

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

SUBMITTED BY:



Jim Mann, Interim Town Administrator

REVIEWED BY:

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



Town of Silt

Community Service Officer

By CSO Angelo Waganer

About My Role

- I spent a few months working with the Community Development Department
 - How to read and understand code
 - How to implement violations
 - How to be viewed as a resource for the community
- I am now working with the Silt Police Department
 - How to recognize code violations
 - How to enforce code violations when appropriate
 - How to provide public services to our community
 - How to be a source of education for the public
 - How to be a face of positivity for the public



Community Development Department

Some of the issues I have enforced / gained compliance on:

- 5 x Carport / Covered Porch
- 6 x Chicken license
- 6 x Trash and Rubbish
- 1 x Prohibited Postage of Signs
- 5 x Construction without a permit
- 4 x Fence Permits
- 3 x Solar Panel Bracket Restorations
- 1 x Removal Of An Over Wattage Light
- 4 x Recreational Vehicles Used As A Residence

As well as helping with and coaching Recreational Sports sponsored by the Town!

Silt Police Department

Things I've been working on and/or completed:

- 10 x Follow Ups
- 23 x Assisted Citizens
- 7 x Animal Pet
- 11 x Code Violations
- 13 x Parking Complaints



I have also enforced and addressed all cases carried over from the Community Development Dept

New cases are being added to the list to this day.

Photos of Success Stories & Compliance



Before



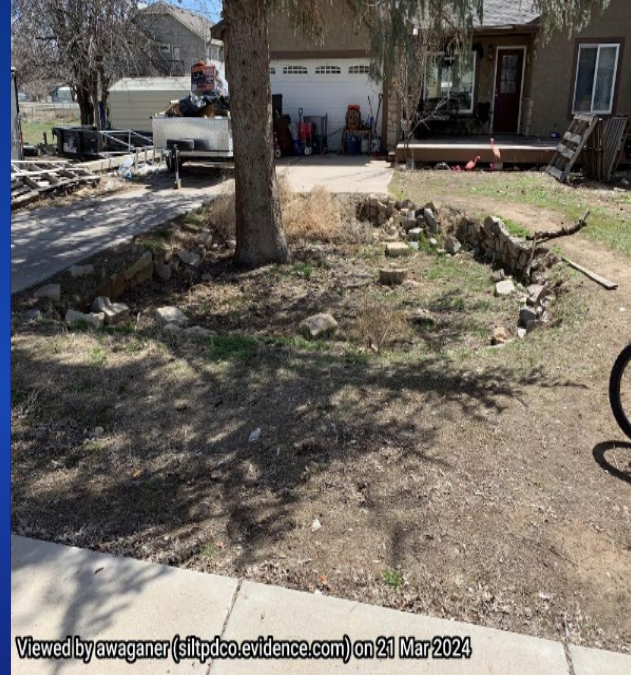
After



Before



After



Before & After



Before



After



Viewed by awaganer (siltpdco.evidence.com) on 21 Mar 2024



Viewed by awaganer (siltpdco.evidence.com) on 21 Mar 2024

Compliance in the Future

As you can see, there have been multiple cases with requirements that have been met and resolved.

I will continue to work with the community residents to enhance the community's image

I am looking forward to working with community members and further ensuring compliance with the Silt Municipal Code.

Thank You!

I am happy to collaborate with the members of this community to bring about positive change.

I look forward to collaborating with the departments of the Town of Silt to improve the community through their guidance towards compliance.

I thank you all for your time!

TOWN OF SILT
BOARD OF TRUSTEES Work Session
April 22 2024

AGENDA ITEM SUMMARY

SUBJECT: Space Needs Discussion

PROCEDURE: Information Item

RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As you may recall, we have included \$75,000 in the 2024 Town Budget to undertake a minor remodeling of Town Hall, converting the old ambulance bays into usable space for operations. Current plans include the following:

- Convert the eastern ambulance bay into usable Police Department space to address squad room space, add supervisor office, add private interview room, reconfigure evidence storage, add breakroom/kitchen, and add dedicated meeting space (all department use)
- Convert the western ambulance bay and the Director of Public Works/Utilities office for use by Community Development to include an office for the Director and Building Inspector, add plan layout space, accommodate staging for events, and add new counter space for conferencing with applicants
- Move the Director of Public Works/Utilities office to the current Town Administrator office (upstairs)
- Move the Town Manager office to the current Community Development space (convert Director Centeno's office into usable Police Department space, with an undetermined final use)
- Improve accessibility to the new Community Development space by removing the planter and replacing with a lift access to bring visitors up to the Community Development level

While the above remodel will address short-term space needs of the organization, it will only address the next three to five years. Further, while the lift installation will address a portion of accessibility issues in Town Hall, it does not address issues within the Police Department and where Public Works offices will be located.

This brings us to the next portion of the discussion, which is beginning to address the long-term space needs of the organization. Overall, the space needs of the organization are as follows:

- Silt PD currently occupies 1,331 of square feet in the building, and while the above conversion of the eastern ambulance bay will add approximately 530

square feet on the first floor, with another 482 square feet above the ambulance bays, it does not begin to address the anticipated need of 5,000 square feet

- Community Development currently occupies 356 square feet, and while the above conversion of the western ambulance bay will and Director of Public Works office will increase the size to approximately 620 square feet, which again does not address identified needs of between 1,500 and 3,000 square feet
- Also, with the installation of a lift that will bring visitors up to the new Community Development office location, the lift does not address accessibility issues for where Public Works will be located, and the various accessibility issues within the Police Department

There are other current issues with the current Town Hall space, including but not necessarily limited to electrical issues, HVAC issues, evolution of technology/evolving professional standards, community/staffing growth, etc. While the plan is to address some basic issues with the remodel, it does not completely address the shortcomings of the current Town Hall.

Therefore, it is time to start looking at longer-range space planning for our operations. Given the above minor remodeling of the Town Hall will address needs for three to five years, it is time to start having a conversation of the next steps related to space needs. The most immediate need in that window will be the Police Department space, buttressed by the accessibility problems of the current configuration.

Adding to the concerns above, the site the Town Hall currently resides does not allow for expansion. While there is undeveloped space to the west, the space is currently owed by the Catholic Church, which adds a significant barrier to any western expansion.

Police Chief Kite will be attending a police space needs conference in May to learn some of the current trends in police space requirements and efficient space utilization. Members of the Colorado River Fire & Rescue (CRFR) District will also be attending the conference, as they have indicated that the current Silt Firehouse is no longer adequate for their needs.

This presents an interesting opportunity for the Town to look at working with CRFR to jointly construct a Silt Public Safety Facility that would house both Silt Police Department and CRFR. There may be some economies of scale that could be achieved by sharing a facility that should be explored.

Following both departments attendance at the conference, there will be a further discussion on perhaps jointly engaging a firm to assist in formally looking at the space needs of both departments, whether there are economies to sharing space, and looking at various siting options within the Town for a joint facility, or two separate facilities.

Long-range, a new police facility will be necessary, as even with the expanded space of this remodel, the space is not adequate for the Department's needs. When the PD is moved out of the Town Hall, significant space within the current Town Hall will be freed up for other uses. This will require additional modification to the Town Hall to repurpose

the old Police Department space to other uses, however, long term this should provide adequate space for future needs.

FUNDING SOURCE: General Fund Capital Budget

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

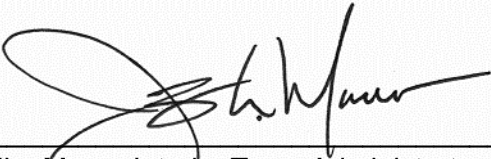
ORIGINATED BY:

PRESENTED BY: Interim Administrator Mann

DOCUMENTS ATTACHED: 2D and 3D CAD Renditions of Design

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



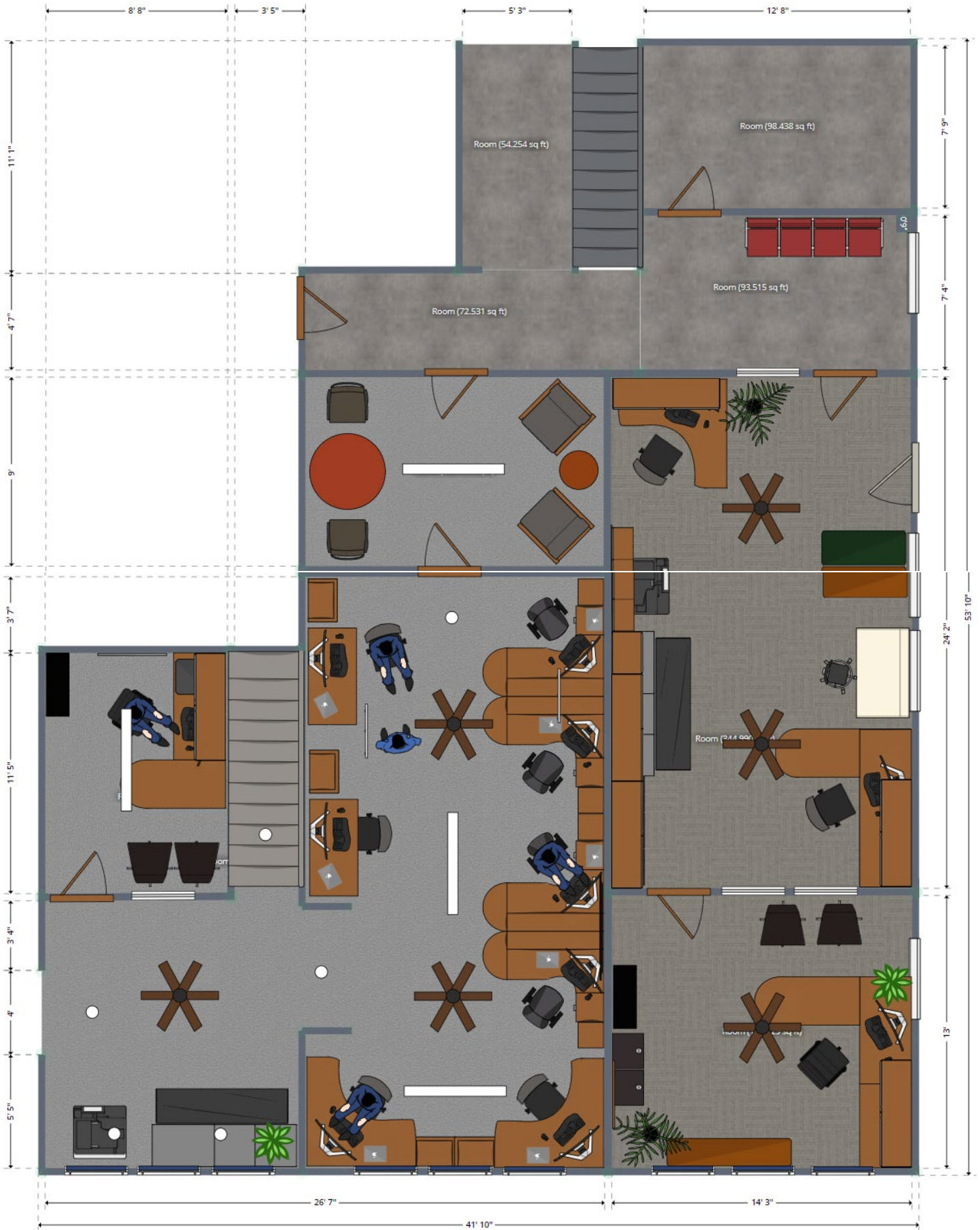
Jim Mann, Interim Town Administrator

REVIEWED BY:

Sheila M. McIntyre

Sheila M. McIntyre, Town Clerk

Overview of Full Remodel



Community Development Remodel

Overview looking West



Overview looking East

(L to R: Nicole's Office, Building Inspector Desk, Dusti's Desk, Waiting Area, Storage Room)



Community Development Remodel

Northwest corner of Town Hall showing bay doors closed up, additional 3 windows to West of building



View from Nicole's Office



Community Development Remodel

View from Building Inspector's desk

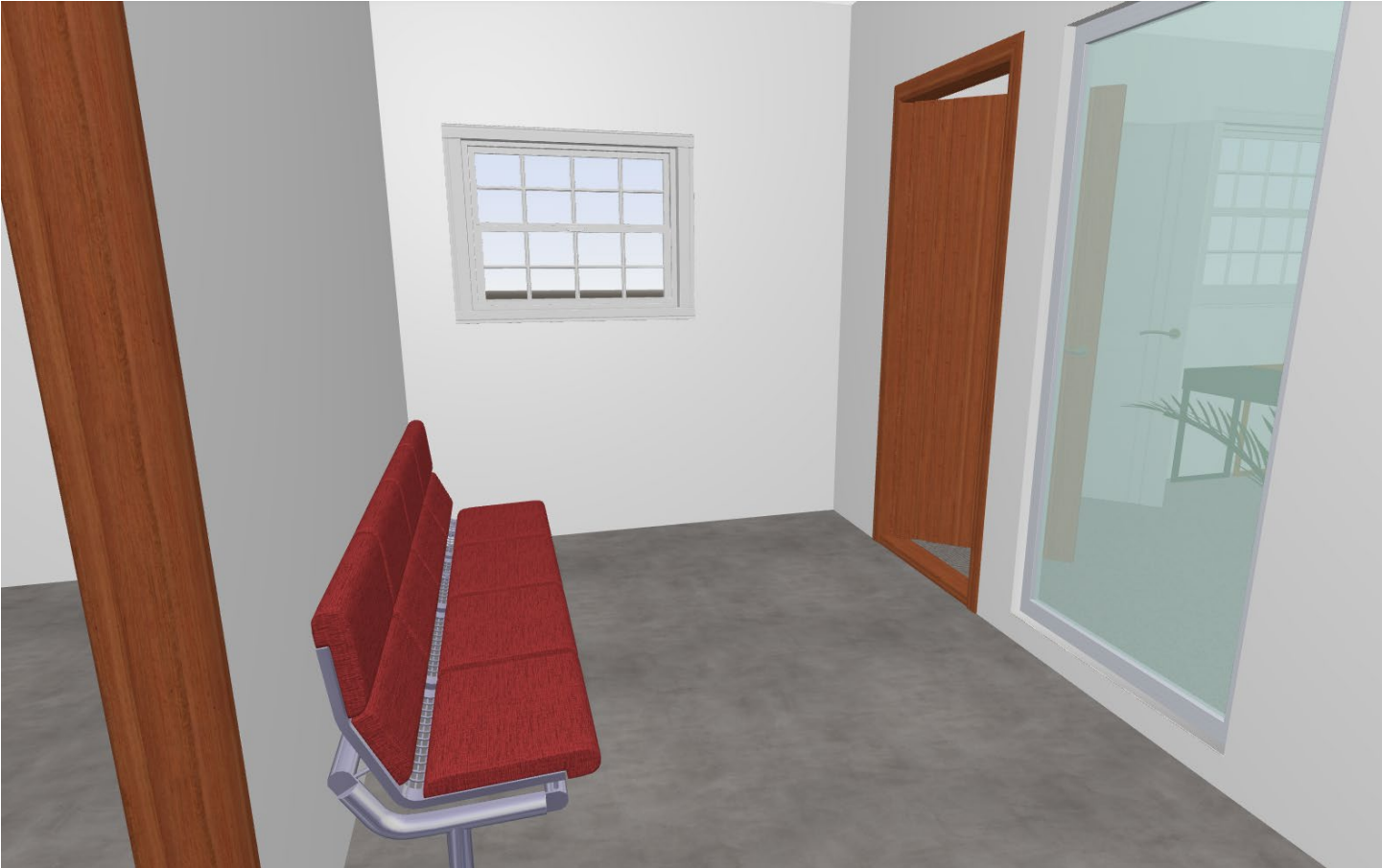


View from Dusti's desk



Community Development Remodel

Public Reception / front desk area



**TOWN OF SILT
BOARD OF TRUSTEES WORK SESSION AGENDA
MONDAY, APRIL 22, 2024 – 5:30 P.M.
MUNICIPAL BOARD ROOM**

EST. TIME	DISCUSSION TOPIC	PRESENTER
5:30	Community Service Officer Presentation	CSO Waganer
6:00	Space Needs Discussion	Interim Administrator Mann

REGULAR BOARD OF TRUSTEES AGENDA - 7:00 P.M.

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTER
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	Public Comments - Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
7:20 5 min	<p>Consent agenda –</p> <ol style="list-style-type: none"> 1. Minutes of the April 8, 2024 Board of Trustees meeting 2. Minutes of the April 15, 2024 Special Board of Trustees meeting 3. Resolution No. 18, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, AUTHORIZING SIGNATURES ON THE TOWN’S BANK ACCOUNTS 4. Resolution No. 19, Series 2024, A RESOLUTION SUPPORTING THE EXECUTION OF THE AGREEMENT FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT (24-SM-07) IN THE AMOUNT OF \$25,000.00, FOR A TOTAL PROJECT COST OF \$60,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASING AND INSTALLATION OF WINDOWS AND DOORS FOR TOWN HALL FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO 5. Resolution No. 20, Series 2024, A RESOLUTION SUPPORTING THE EXECUTION OF THE AGREEMENT FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT (24-ST-08) IN THE AMOUNT OF \$300,000.00, FOR A 	Action Item	Tab B Mayor Richel

	TOTAL PROJECT COST OF \$450,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF A FAN PRESS FOR THE HANDLING OF SLUDGE PRODUCED BY THE WASTEWATER TREATMENT PLANT, FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO		
	Conflicts of Interest		
7:25	Agenda Changes		
7:25 15 min	First reading of Ordinance No. 6, Series 2024 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING AND UPDATING TOWN CODE TO PROHIBIT AND LIMIT CAMPING WITHIN THE TOWN ON PUBLIC AND PRIVATE PROPERTY	Public Hearing	Tab C Interim Administrator Mann
7:40 20 min	First reading of Ordinance No. 7, Series 2024 , AN ORDINANCE OF THE TOWN OF SILT AMENDING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL #2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO	Public Hearing	Tab D Attorney Sawyer
8:00 20 min	Policy discussion regarding out-of-town taps	Info Item	Tab E Interim Administrator Mann
8:20 5 min	Report on Revised work week	Info Item	Tab F Interim Administrator Mann
8:25 5 min	March 2024 Financial Report	Info Item	Tab G Treasurer Tucker
8:30 5 min	Administrator and Staff Comments	Info Item	Tab H Interim Administrator Mann
8:35 10 min	Updates from Board / Board Comments		
8:45	Adjournment		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, May 13, 2024. 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 meetings / work sessions topics:

- June 10 – Highwater Farms Tour

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
APRIL 8, 2024 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, April 8, 2024. Mayor Richel called the meeting to order at 7:00 p.m.

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

Present were Interim Town Administrator Jim Mann, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Community Development Manager Nicole Centeno, Chief of Police Mike Kite, Interim Public Works Director Joe Lundeen, Town Attorneys Michael Sawyer and Lawrence Bond and members of the public and press.

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda –

1. Minutes of the March 25, 2024 Board of Trustees meeting
2. Arbor Day Proclamation – Recognizing April 19, 2024 as Arbor Day in the Town of Silt
3. Approval of the Green Mountain Water Service Contract Extension for Eagle’s View Subdivision

There was brief discussion regarding the Green Mountain Contract. The Board expressed their desire to retain all water rights currently in our possession. Attorney Sawyer stated that staff would be bringing back additional water information in regards to town growth at a future meeting.

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

Conflicts of Interest – Mayor Pro-tem Hanrahan voiced his concern that he may have a conflict with the parks discussion since he is the HOA President for Center Town Homes. It was felt that there would be no conflict as no decisions would be made tonight.

Agenda Changes – There were no agenda changes.

Water Plant Construction Update – Dan Galvin with Garney

Present tonight was Dan Galvin with Garney who provided an update of what has taken place so far on site: zero safety incidents to date, controlled entry in place to the site, dewatering a portion of the site for the backwash tank, traffic controls are in place, concrete and form work would be coming up in May, excavation has taken place and about \$500K has been spent to date, just under 2% of budget.

VALE Board Interview – Becky Ross

Becky Ross was present to be interviewed for one of two VALE Board vacancies. Ms. Ross provided the board with her history of working with the County Courts. The Board proceeded to interview Ms. Ross.

Town Clerk McIntyre explained that the term for this vacancy was about up and asked that the Board consider extending the term by a few months if they chose to move forward with her appointment.

Trustee Seifert made a motion to appoint Becky Ross to the VALE Board and to increase the amount of time served so that her term is up in 2028. Mayor Pro-tem Hanrahan seconded the motion and the motion carried unanimously.

Town Manager Selection Process – SPC Jeff Layman and Consultant Bill Efting

Present tonight was past Administrator and now Special Projects Coordinator Jeff Layman to go over the process to select the new Town Manager. Mr. Layman proceeded to go through the binder that includes not only the process outline but the twelve resumes received from candidates for the Board to review prior to their next selection process meeting.

There was a consensus to meet on Monday, April 15 at 5:30 to go over the candidates and select finalists. There was brief discussion on the various steps of the process and who would be involved in each phase.

Resolution No. 17, Series 2024, A RESOLUTION DECLARING THE TOWN OF SILT, COLORADO, AS A NON-SANCTUARY COMMUNITY, SETTING PRIORITIES AND EXPECTATIONS IN RESPONSE TO IMMIGRATION INFLUX

Administrator Mann introduced the resolution that was created based on discussions at the last board meeting in response to concerns of what the impacts of the influx of illegal immigrants would have on the town and its resources. It was stated that the town doesn't have the resources available to deal with the needs of these individuals.

Mayor Pro-tem Hanrahan explained his request for this initial discussion adding that this is a resource question and not political in any nature. Attorney Sawyer explained how the town would also be bringing an ordinance to the next meeting that would tighten up the camping section of the code. There was discussion about how it isn't right to impose on the citizens of

Silt to take care of these people and that the Board wants to supports its citizens first. There was a consensus to take public comments.

Peter and Dawn Hayes were present to voice their support of the resolution stating that immigrants are more than welcome here as long as they come here legally. Administrator Mann stated that he also received a phone call in support of the resolution. Mayor Richel read an email into the record from Curt Leitzinger who stated that he didn't feel it was necessary to take any action.

Mayor Pro-tem Hanrahan made a motion to approve Resolution No. 17, Series 2024, A RESOLUTION DECLARING THE TOWN OF SILT, COLORADO, AS A NON-SANCTUARY COMMUNITY, SETTING PRIORITIES AND EXPECTATIONS IN RESPONSE TO IMMIGRATION INFLUX. Trustee Classen seconded the motion, and the motion passes unanimously.

Second reading of **Ordinance No. 5, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE DESIGNATING REPRESENTATIVES AUTHORIZED TO COORDINATE WITH THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY REGARDING FINANCIAL MATTERS**

Administrator Mann stated that this is a housekeeping matter that came about with departure of Administrator Layman and Director Fonner. This ordinance would now name Town Clerk Sheila McIntyre and Town Treasurer Amie Tucker as signatories on behalf of the Town.

The public hearing was opened at 8:14 p.m. There were no comments and the hearing was closed at 8:15 p.m.

Trustee Classen made a motion to approve second reading of Ordinance No. 5, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE DESIGNATING REPRESENTATIVES AUTHORIZED TO COORDINATE WITH THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY REGARDING FINANCIAL MATTERS. Trustee Flores seconded the motion and the motion carried unanimously.

2024 Park Planning Update

Administrator Mann went over the general work plan for the next several years related to park improvement/expansions, etc. Some of the improvements included: installation of additional kiosks in various parks, a GOCO grant to redesign Community Park and upgrades to Veteran's, Camario, Flying Eagle and Tara Parks. Staff also has plans to try and find a location on the north side of the river for another dog park. Staff also mentioned some of the more challenging parks such as Center Town Home Park which is inaccessible at many times as well as Hairpin Park which has no access at all.

Administrator Mann suggested having of review of these parks with the Parks & Recreation sub-committee for additional discussion and invite stakeholders to attend. Staff was also asked to

keep the Roy Moore property on the list and Administrator Mann stated that he hopes to have a talk with the Superintendent of Re-2 in the near future.

Administrator and Staff Comments

Administrator Mann pointed out an email that was forwarded to the Board regarding the West Mountain Region mixer this Friday. Director Lundeen stated that the boring project is slowly moving forward as they are having to hand dig right now. Manager Centeno stated that the new Dollar Tree is hoping to open around April 19.

Updates from Board / Board Comments

The Board voiced their appreciation to Interim's Mann and Lundeen for filling in for their crucial positions, that the code and newsletter has contradicting information regarding dogs, dogs at large, the parking of boats and trailers in rights-of-ways and alleys, the great job by staff at the Easter Egg hunt and a special thanks to Rob Doty for his service to the community and that Mr. Doty recently resigned from the Planning & Zoning Commission.

Mayor Richel addressed information that he saw on Facebook that someone has been posting that the Interim Administrator came in and changed the hours of Town Hall. Mayor Richel clarified that the discussion happened way before Mr. Mann came on board and that it was the Boards' direction to staff to change the hours.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Poston seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 8:40 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Keith B. Richel
Mayor

**TOWN OF SILT
SPECIAL BOARD OF TRUSTEES MEETING
APRIL 15, 2024 – 5:30 P.M.**

The Silt Board of Trustees held a special meeting on Monday, April 15, 2024. Mayor Richel called the meeting to order at 5:32 p.m.

Roll call

Present

Mayor Keith Richel
Mayor Pro-tem Hanrahan
Trustee Justin Brintnall
Trustee Chris Classen
Trustee Samuel Flores
Trustee Andreia Poston
Trustee Jerry Seifert

Present were Special Projects Coordinator Jeff Layman, Town Clerk Sheila McIntyre and Town Attorney Michael Sawyer.

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Executive Session –

Mayor Richel made a motion to go into executive session for discussion of a personnel matter under C.R.S. Section 24-6-402 (4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; - review of applications received for Town Administrator position. Trustee Seifert seconded the motion, and the motion carried unanimously. The Board adjourned to executive session at 5:34 p.m.

At the end of executive session, Mayor Richel made the following statement: “The time is now 6:38 p.m. and the executive session has concluded. No formal action was taken in the executive session but negotiators were given direction. The participants in the executive session were: Keith Richel, Derek Hanrahan, Justin Brintnall, Jerry Seifert, Sam Flores, Chris Classen, Andreia Poston, Jeff Layman and Mike Sawyer. 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.

Determination of finalists for Town Administrator position and notice of finalists to public

Trustee Seifert made a motion to announce Lana Bryce, Sharon Wolz, Jim Mann, Guy Patterson and Greg Sund as finalists for the position of Silt Town Administrator. Mayor Pro-tem Hanrahan seconded the motion, and the motion carried unanimously.

The Board thanked all of the candidates for submitting their resumes for this position.

Adjournment

Trustee Classen made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 6:40 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Keith B. Richel
Mayor

**TOWN OF SILT
RESOLUTION NO. 18
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT,
COLORADO, AUTHORIZING SIGNATURES ON THE TOWN'S BANK
ACCOUNTS**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Silt, Colorado:

Section I – That any of the following persons are authorized to endorse items of deposit and that two signatures shall be required on checks written by the town and for withdrawals from any of the checking, savings, money market and certificate of deposit accounts:

Keith B. Richel – Mayor
Derek Hanrahan – Mayor Pro-tem
James Mann – Interim Town Administrator
Sheila M. McIntyre – Town Clerk

Section II – Any and all Resolutions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided however, that the repeal of any such Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 22nd day of April, 2024.

TOWN OF SILT

ATTEST:

Keith B. Richel, Mayor

Sheila M. McIntyre, Town Clerk, CMC

**TOWN OF SILT
RESOLUTION NO. 19
SERIES OF 2024**

A RESOLUTION SUPPORTING THE EXECUTION OF THE AGREEMENT FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT (24-SM-07) IN THE AMOUNT OF \$25,000.00, FOR A TOTAL PROJECT COST OF \$60,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASING AND INSTALLATION OF WINDOWS AND DOORS FOR TOWN HALL FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt (“Town”) is a municipal corporation, i.e., political subdivision, of the State of Colorado, and therefore is an eligible recipient for a grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

WHEREAS, the Town has received a Garfield County Federal Mineral Lease District Grant for the purchase windows and doors for Town Hall, receiving an award of \$25,000.00 from GCFMLD, with an overall budget of \$60,000.00, and

WHEREAS, the Town recognizes that it must keep its Town Hall as energy efficient as it can by maintaining windows and doors in a safe and operable manner; and

WHEREAS, the Town is a bedroom community with little sales tax generation or industry, and the Town struggles to pay for vital services for its citizens; and

WHEREAS, the Board recognizes that such grant would help relieve the general fund of the cost of purchasing new windows and doors for Town Hall so that the Town can budget for other vital services; and

WHEREAS, the Town Board of Trustees (“Board”) supports staff in its execution of the agreement for the Garfield County Federal Mineral Leasing District Mini Grant.

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 execution of the Garfield County Federal Mineral Leasing District Mini Grant agreement in the amount of \$25,000.00, for the purchase of new windows and doors for Town Hall; and
- 3) The Board authorizes the execution of the agreement to meet the terms and obligations of the grant pursuant to a Grant Agreement with the GCFMLD for the purchase of new windows and doors in Town Hall; and
- 4) The Board hereby authorizes Interim Town Administrator Jim Mann to sign the Grant Agreement with GCFMLD.

Section 2

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 22nd day of April 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
RESOLUTION NO. 20
SERIES OF 2024**

A RESOLUTION SUPPORTING THE EXECUTION OF THE AGREEMENT FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT (24-ST-08) IN THE AMOUNT OF \$300,000.00, FOR A TOTAL PROJECT COST OF \$450,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF A FAN PRESS FOR THE HANDLING OF SLUDGE PRODUCED BY THE WASTEWATER TREATMENT PLANT, FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt (“Town”) is a municipal corporation, i.e., political subdivision, of the State of Colorado, and therefore is an eligible recipient for a grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

WHEREAS, the Town has received a Garfield County Federal Mineral Lease District Grant for the purchase and installation of a Fan Press for the handling of sludge produced by the wastewater treatment plant, an award of \$300,000.00 from GCFMLD, with an overall budget of \$450,000.00; and

WHEREAS, the Town recognizes that it must meet the State regulations for sludge removal from the Wastewater Plant; and

WHEREAS, the Town is a bedroom community with little sales tax generation or industry, and the Town struggles to pay for vital services for its citizens; and

WHEREAS, the Board recognizes that such grant would help relieve the Water/Wastewater budget of the cost of purchasing a new Fan Press so that the Town can budget for other vital services; and

WHEREAS, the Town Board of Trustees (“Board”) supports staff in its execution of the agreement for the Garfield County Federal Mineral Leasing District Traditional Grant and ensures that such purchase will be completed as per the grant guidelines.

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 execution of the agreement for the Garfield County Federal Mineral Leasing District Traditional Grant in the amount of \$300,000.00, with a contribution from the Town's Water/Wastewater fund in the amount of \$150,000.00 for the purchase and installation of a new Fan Press; and
- 3) The Board authorizes the expenditure of in-kind labor necessary to meet the terms and obligations of the grant awarded pursuant to a grant agreement with GCFMLD for the purchase and installation of a new Fan Press; and
- 4) The Board hereby authorizes Interim Town Administrator Jim Mann to sign the grant agreement with GCFMLD.

Section 2

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 22nd day of April 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 22, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Ordinance No. 6, An Ordinance of the Town of Silt, Colorado, Amending and Updating Town Code to Prohibit and Limit Camping within the Town on Public and Private Property

PROCEDURE: Public Hearing

RECOMMENDATION: Approve

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As you may recall, the Board expressed concerns regarding the resources the Town has available related to the influx of illegal immigrants and migrants that have moved through the region. In discussing the concerns, the Town's Code was reviewed for any gaps that existed in allowing for enforcement of camping within the Town's boundaries.

It was discovered that the Town's Code was non-specific on some aspects of camping within the boundaries of the Town, and thus an amendment has been prepared to address those gaps. The amendment addresses use of recreational vehicles in residential zoning districts and clarifies camping in all zoning districts.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: April 22, 2024 (Scheduled)

ORDINANCE SECOND READING DATE: May 13, 2024 (Scheduled)

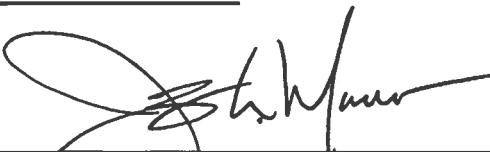
ORIGINATED BY:

PRESENTED BY: Interim Administrator Mann

DOCUMENTS ATTACHED:

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Jim Mann, Interim Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
ORDINANCE NO. 6
SERIES OF 2024**

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING AND
UPDATING TOWN CODE TO PROHIBIT AND LIMIT CAMPING WITHIN THE TOWN
ON PUBLIC AND PRIVATE PROPERTY**

WHEREAS, the Town of Silt, Colorado (the “Town”) Code Chapter 8.24.070 prohibits camping on public parks, open space, and public places; and

WHEREAS, Chapter 17 of the Town Code regulates the use of property in certain zoning districts, including the use of Recreational Vehicles used as residence; and

WHEREAS, the Town does not have regulations regarding camping on private property;

WHEREAS, the Board of Trustees for the Town of Silt (the “Board”) finds that camping on Public Property should be restricted to established campgrounds, for the public health and safety of residents and campers, to preserve Town property, and encourage camping in areas with sufficient infrastructure to support the camping; and

WHEREAS, the Board finds that camping on streets, parks, and open spaces within the Town poses a risk to public health and safety and should not be permitted; and

WHEREAS, the Board would like to amend the Town of Silt Code to set forth requirements regarding overnight camping on Town streets, parks, and open spaces; and

WHEREAS, the Board would like to amend the Town of Silt Code to set forth requirements regarding overnight camping on private property within the Town; and

WHEREAS, the Board held a public hearing on the proposed amendments to the Rules on _____, 2024 after published notice of the proposed amendment; and

WHEREAS, the Board finds that it is in the best interest of the residents of the Town to amend the Code as set forth herein.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Chapter 8.24.070 of the Silt Municipal Code, “Prohibited Activities”, is hereby amended as follows, with Underlined Text added:

Chapter 8.24.070 - Prohibited activities.

Unless otherwise permitted by the town administrator or his designee, or by ordinance, regulation, special license, event permit or other posting, the following activities are prohibited in all parks, open space and public places:

- A. Camping - It shall be unlawful for any person to camp on any public property or in any abandon vehicles, except in any location where camping has been expressly authorized by the Town, including public streets, sidewalks, parks, rights-of-way within the Town, or any other publicly owed parking lot or area, improved or unimproved. The definitions of Camping are set forth in Code Chapter 17.69.010.

Section 3. Chapter 17.68.060 of the Silt Municipal Code, "Recreational Vehicle", is hereby amended as follows, with Underlined Text added and ~~strikethrough~~ text deleted:

Chapter 17.68.060 - Recreational vehicle (independent or dependent) used as residence.

Recreational vehicles, either dependent or independent, and including truck-mounted campers, camper shells and toppers shall not be used as residences unless such vehicles are utilized within a legally established recreational vehicle park or campground designed and designated for the temporary placement of recreational vehicles. Notwithstanding the foregoing, a recreational vehicle may be used as a residence on a temporary basis on a residential lot for a period not to exceed 14 consecutive days, ~~or 45 days collectively~~ within a single calendar year. For purposes of this chapter, "recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicles.

Section 4. Chapter 17.69.010 of the Silt Municipal Code, "Prohibited Camping" is hereby added to the Code, as follows:

17.69.010 – Prohibited Camping

- (a) It shall be unlawful for any person to camp on private property in the Town without the express written consent of the property owner, except in any location where camping has been expressly authorized by the Town. In residential zoning only, camping may be allowed where expressly authorized in writing by the property owner on a temporary basis for a period not to exceed 14 consecutive days within a single calendar year.
- (b) It shall be unlawful for any person to camp on any public property or in any abandon vehicles, except in any location where camping has been expressly authorized by the Town, including public streets, sidewalks, parks, rights-of-way

within the Town, or any other publicly owed parking lot or area, improved or unimproved.

(c) Definitions:

(1) *Camp or camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other structure used for overnight living purposes, or any form of cover or protection from the elements other than clothing, or making preparations for a fire or making a fire (except for fires at sites specifically designated or authorized for a fire by the parks, recreation and open space (PROS) department), setting up or using a camp stove, cooking device, or other type of heating source (except for grills and personal grills permitted in designated areas by PROS). Camp or camping can include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates Town Code or a Town rule or regulation or is not otherwise authorized by the Town. Camping does not include napping during the day or picnicking.

(2) *Public property* means, by way of illustration, but not limited to, a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the Town or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this 22nd day of April, 2024, 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 13th day of May, 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

Glenwood Springs – Main Office

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

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

*[*Direct Mail to Glenwood Springs](#)*

MEMORANDUM

DATE: April 18, 2024
TO: Mayor and Board of Trustees, Town of Silt
FROM: Karp Neu Hanlon, P.C.
RE: Highwater Farms Lease Amendment

As the Council is aware, the Town has a lease at the Silt River Preserve with Highwater Farms to allow for agricultural use of a defined area. This lease was executed in 2020 and contained a term of 30 years (to December 31, 2055) with five year lease increments. Being almost five years into this lease, the parties have identified certain items that warranted amendment in order to conform with the operations occurring on the ground. To that end, the parties have prepared an amended and restated lease governing the use of property by Highwater Farms.

The amended and restated lease in Section 4 clarifies the definitions of the initial term and subsequent renewal terms. Either party can provide a notice of termination on or before November 1 of the last year in a lease term and terminate the lease. Otherwise, the lease automatically renews.

In Section 5, the lease provides that Highwater Farms will pay only nominal rent in the amount of \$10 a year. This is in recognition of the public benefits provided by Highwater Farms program. The Town has the ability to obtain reimbursement from Highwater Farms for any work provided by town staff for the benefit of the lease property and out of pocket expenditures such as porta potty

rentals. Additional expenses that can be recovered by the Town include electrical usage from the Town's meter at the River Preserve and Rising Sun Ditch assessments.

Section 6 provides the Town with the ability to abate expense reimbursements upon Highwater Farms participating in certain activities. These include providing an annual update to the Board of Trustees, and participation in Town events such as markets, concerts, and holiday events. The more community events that Highwater Farms participates in, the higher the expense reimbursement abatement that applies. If Highwater Farms participates in four community events per year, the expenses are reduced completely.

Highwater Farms is allowed to use Up to 120 gallons per minute of the Town's ownership in the Rising Sun Ditch. Highwater Farms has installed its own pump and pipe to deliver the water - which is required to have a flow meter. The flow meter must be installed prior to commencement of operations for this year. The Rising Sun Ditch does conduct maintenance during the irrigation season. This can cause a disruption to the operations at Highwater Farms. To that end, the Town has agreed to make reasonable efforts to assist Highwater Farms with coordinating water deliveries with the ditch operator.

Similar to the original lease, the Town agrees not to apply herbicides or pesticides within 200 feet of the leased property. Highwater Farms also agrees to be responsible for weed abatement on the leased property. Highwater Farms is responsible for maintenance of the leased property including mending fences and attending to other fixtures that they have put in place. All operations are subject to the conservation easement in place with Aspen Valley Land Trust. The lease prohibits commercial activities unless directly related to produce sales, planned events or youth programming. The lease does allow for events of up to 100 persons such as a farm to table dinner.

In the event of a default under the lease, the Town may terminate the lease and require Highwater Farms to vacate. The Town must give notice and an opportunity to cure the default. Highwater Farms must maintain insurance for its activities listing the Town as a named insured. The Town has the right to make inspections of the leased property to ensure compliance with the lease.

Approval of the amended and restated lease must be done by ordinance to comply with the Town charter. Staff recommends approval of the lease.

**TOWN OF SILT
ORDINANCE NO. 7
SERIES OF 2024**

AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) AMENDING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt (“Town”) owns certain real property located in the Town of Silt and Garfield County, Colorado known as Garfield County Assessor’s Parcel Number 2179-094-00-733 (the “Subject Property”), or more commonly known as the Silt River Preserve, subject to a conservation easement; and

WHEREAS, the Town is a “public body” authorized to grant leases in real property it owns; and

WHEREAS, Town entered into Ordinance No. 9, Series 2020 approving an Agricultural Land Lease with Highwater (“Lease”); and

WHEREAS, Highwater has exercised its rights under the Lease since 2020 and has farmed the land and provided youth training opportunities and community involvement events; and

WHEREAS, the Town and Highwater have identified certain amendments to the Lease that will better facilitate the relationship for occupancy of the property; and

WHEREAS, Highwater and the Town acknowledge that it is in the best interests of both parties to approve the amended and restated lease attached as **Exhibit A**.

WHEREAS, while the amended and restated lease does not change the term, the Board may consider land leases for periods greater than one year, following a public hearing, noticed in accordance with the Silt Municipal Code; and

WHEREAS, on or about April 22, 2024 and May 13, 2024, in duly noticed public hearings, the Board considered the amended and restated lease; and

WHEREAS, the Board determined that approval of this ordinance is in the best interests of the citizens.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT the Highwater Farm amended and restated lease agreement attached as **Exhibit A** is hereby approved.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this 22nd day of April, 2024, 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 13th day of May, 2024.

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

AGREED TO BY: Highwater Farm Project

Sara Tymczyszyn, Director

County of Garfield)
) §§
State of Colorado)

Sworn to me and subscribed before me this _____ day of _____, 2024, by Sara Tymczyszyn.

Notary Public

My commission expires: _____

Exhibit A
(See Attached Agreement to follow)

**AMENDED AND RESTATED
AGRICULTURAL LAND LEASE**

This AMENDED AND RESTATED AGRICULTURAL LAND LEASE AND AGREEMENT (the “Lease”) is entered into as of the last signature collected hereto, by and between the Town of Silt, a Colorado home-rule municipality whose legal address is 231 N. 7th Street, Silt, CO 81652 (hereinafter, “Town”) and Highwater Farm, a Colorado nonprofit corporation whose legal address is 7001 County Road 346, Silt, Colorado 81652 (hereinafter “Highwater”). Town and Highwater may be referred to herein individually without specification as “Party”, or collectively as “Parties”.

This Agreement is made with reference to the following facts:

- A. The Town owns certain real property located in the Town of Silt and Garfield County, Colorado, commonly known as the Silt River Preserve, otherwise known as Parcel # 217909400733, 791 County Road 346, a one hundred and thirty two acre parcel located south of the Colorado River and north of County Road 346, hereinafter “Subject Property.”
- B. The Town is a “public body” authorized to grant leases in real property it owns.
- C. The Town entered into Ordinance No. 9, Series 2020 approving an Agricultural Land Lease with Highwater for a portion of the Subject Property.
- D. Certain circumstances have changed and the parties desire to amend and restate the Agricultural Land Lease as contained herein.
- E. The Town desires to lease a portion of the Subject Property, as depicted and described in **Exhibit A** and hereinafter known as the “Leased Property,” including all appurtenances, described water rights, easements, and improvements related to the Leased Property for the purpose of active agricultural production.

LEASE AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

- 1. Recitals: The foregoing recitals are hereby incorporated by this reference.
- 2. Purpose and Intent. Landlord and Tenant intend that the Leased Property, all appurtenances, water rights, easements and improvements as described herein be used for active agricultural production, fencing, irrigation, and related uses, including education, public engagement, and instruction. Agricultural production shall continue on the Leased Property during the Term, consistent with accepted agricultural practices regarding soil and water, and as further determined by Town and Highwater, in order to avoid erosion and weed proliferation on the Leased Property. If Highwater abandons or fails to utilize the Subject Property for its designated purpose of agricultural use for a period of 9 months this shall be considered a default

under this Lease.

3. Leased Property. The Town, in consideration of the terms contained herein, leases to Highwater, the real property depicted and described in **Exhibit A** consisting of approximately five (5) acres. Highwater may choose not to utilize all of the Leased Property at all times. On or before March 15 of each calendar year, Highwater shall give notice to the Town of that portion of the Leased Property that Highwater intends to utilize during the upcoming season together with a depiction of the area on an aerial photograph and an estimate of the acreage to be leased. No obligations under this Lease shall apply to any area for which Highwater provided notice to the Town that it will not utilize pursuant to this provision.

4. Lease Term. The term of this Lease commenced on April 28, 2020 and shall continue until December 31, 2025 (“Initial Term”). This Lease shall automatically renew for an additional five year term unless either party provides a notice of termination on or before November 1 of the last year of the current Initial Term or Renewal Term (each period of renewal is a “Renewal Term”), the Initial Term and all Renewal Terms may collectively be referred to as the “Term.” The Term shall terminate December 31, 2055 and no further terms or rights of occupancy shall extend beyond this date unless the parties enter into a new lease.

5. Rent, Utilities, Other Expenses.

- a. Rent. In recognition of the public benefits to be obtained from Highwater’s agricultural use of the Leased Property, Highwater shall pay to the Town rent in the amount of ten dollars per year (“Rent”).
- b. General Utilities and Trash. Any expense or cost defined as a Utility under this Lease shall also be considered an Expense for purposes of Paragraph 6.
 - i. Reimbursements. The Town, in its discretion, may include in the total Expense calculation for each year the following expenses: (1) the cost, if any, for work performed by Town Staff for the benefit of the Leased Property; (2) the cost, if any, for other expenditures made for the benefit of the Lease Property, such as porta-potty rentals. Any expense in this provision shall be considered an Expense under this Lease. If the Town determines another porta-potty is necessary to meet Highwater’s demand, it shall cause the same to be installed. Highwater may also request an additional porta-potty be installed through the Town.
 - ii. Trash and Rubbish. Highwater shall dispose of trash, garbage, rubbish, or refuse off the Leased Property and off the Silt River Preserve, in a responsible manner, at its sole cost and obligation. Town shall maintain public waste receptacles appropriate for public use of Silt River Preserve open space. Highwater shall not deposit its commercial waste in the receptacles installed by the Town.
- c. Water Rights.
 - i. Usage. Highwater may utilize the following water rights owned by the

Town (collectively the “Water Rights”) without any additional compensation to the Town: An amount not to exceed 120 gallons per minute from the following Water Rights: (1) Rising Sun Ditch Priority No. 16; (2) Rising Sun Ditch 1st Enlargement Priority No. 64; (3) Rising Sun Ditch 2nd Enlargement Priority No. 226. Highwater’s use of the Water Rights shall be exclusive to the Leased Property.

- ii. Water Infrastructure. Highwater has installed its own pump and pipe system to deliver water associated with the Water Rights from the Rising Sun Ditch to the Leased Property. The pump must have a totalizing flow meter provided by Highwater. The meter may be installed by the Town or by Highwater on or before April 15, 2024. Highwater shall log the meter readings on a monthly basis. Nothing herein shall prevent the Town from entering into joint grant applications with Highwater for irrigation improvements that benefit the Leased Property. All water infrastructure installed by Highwater on the Leased Property shall remain Highwater’s property, and may be removed by Highwater at the termination of this Lease.
- iii. Town’s Participation. The Town acknowledges that ditch operator for the Water Rights has, at times, turned off the Water Rights without notice to Highwater. Such interruption of water availability without adequate notice causes damage to Highwater. If any Water Right is not available due to actions by the ditch operator, Highwater may make reasonable efforts to ensure the Water Rights are delivered as required under the Town’s agreement and to hold the ditch operator accountable and ensure the ditch operator is performing its obligations under the relevant agreement with the Town. If the Town receives notice from the ditch operator that any Water Right will be unavailable to the Lease Property for any period of time, the Town shall endeavor to provide notice to Highwater of that interruption in water availability as soon as reasonably practicable. The Town in its discretion may take reasonable efforts to assist Highwater with coordinating water deliveries with the Rising Sun Ditch including undertaking improvements to the ditch as may be authorized by the ditch operator.
- iv. Additional Utilities – Water Meter Cost. The Town may, in its discretion, include as an additional Utility under this Lease, the cost associated with Highwater’s usage of the Town’s electric meter for the irrigation pump associated with the Rising Sun Ditch and other farm related needs (“Meter Cost”). Unless otherwise determined, Highwater’s presumptive obligation for the Meter Cost will be calculated as one-third of the total amount charged at the aforementioned meter. The Meter Cost is considered a Utility under this Lease. If the Town intends to include the Meter Cost in the Utilities owed by Highwater for any given year, it shall give Highwater at least thirty (30) days’ notice of that intention prior to when Expenses are due.

v. Additional Utilities – Ditch Assessment. The Town may, in its discretion, include as an additional Utility under this Lease, the Rising Sun Ditch assessments payable by the Town associated only with the Water Rights defined under this Lease (“Ditch Assessments”). Highwater’s obligation, if any, shall be calculated as: (the total assessment amount) multiplied by (the area irrigated by Highwater divided by the area of the Silt River Preserve property irrigated by Town or its other lessee(s)). If the Town intends to include the Meter Cost in the Utilities owed by Highwater for any given year, it shall give Highwater at least thirty (30) days notice of that intention prior to when Expenses are due.

6. Expense Abatement.

- b. Definition of Expense. An “Expense” under this Lease shall mean any financial obligation owed by Highwater to Town pursuant to this Lease, including by way of example, Rent, Utilities, Reimbursements, Meter Cost, or Ditch Assessments (collectively “Expenses”).
- c. Calculation and Payment of Expenses. All Expenses under this Lease shall be calculated annually by the Town by December 31 and presented to Highwater in writing on or before January 31 of the year immediately following. All Expenses as determined by the Town will then be due from Highwater on or before March 31 of the year immediately following. Highwater will provide an annual presentation to the Town regarding the state of the farm, and the Town will add Highwater to the meeting agenda, at a time mutually convenient for all Parties. Highwater’s inability to provide an annual presentation will not be considered a breach of this Lease whatsoever.
- d. Community Participation. The Town wishes to induce Highwater to participate in community focused events, such as markets, concerts, farmer’s markets, holiday events, third-party events hosted within the Town, events supporting nonprofits, school events, or Highwater’s own public events conducted within the Town’s Old Town; any such event is defined as a “Community Event.” Highwater’s participation in a Community Event is not an obligation under this Lease, and Highwater’s failure to participate in any Community Event shall not be considered a breach of this Lease.
- e. Expense Abatement Calculated. To compensate Highwater’s participation in Community Events, the Town shall abate the Expenses calculated annually pursuant to paragraph 6(c) as follows:
- i. Highwater participated in one Community Event that fiscal year: Expenses shall be reduced by ten percent (10%);
 - ii. Highwater participates in two Community Events that fiscal year: Expenses shall be reduced by twenty-five percent (25%);

- iii. Highwater participates in three Community Events that fiscal year: Expenses shall be reduced by fifty percent (50%); and
- iv. Highwater participates in four Community Events that fiscal year: Expenses shall be reduced by one hundred percent (100%).

7. Operations Subject to AVL T Management Plan. The rights provided under this Agreement are subject and subordinate to the terms and provisions of the Silt River Preserve Management Plan and the Deed of Conservation Easement for the Silt River Preserve with the Aspen Valley Land Trust recorded in the public records of Garfield County at Reception No. 795360. Any violation of the Silt River Preserve Management Plan and the Deed of Conservation Easement by Highwater shall constitute a breach of this Agreement.

8. Weed Control. Highwater is responsible for the control and removal of noxious weeds from the Leased Property prior to seed dispersal as defined in the Colorado Noxious Weed Act. Prior to application of any herbicide, the Town and/or Aspen Valley Land Trust shall review and approve the type and use of such herbicide. Town is responsible for control and removal of noxious weeds for the Silt River Preserve outside of the Leased Property.

9. Chemical Application. Town shall maintain no less than a two hundred (200) foot buffer for herbicides/pesticides applied surrounding the Leased Property. Highwater will keep documentation concerning any all any chemical herbicides, pesticides, and fertilizer applied to the Lease Property; which documentation shall include the type of chemical applied, when it was applied, and the method of application. These records shall be made reasonably available upon request by the Town.

- a. Toxic Substances. If Highwater uses or stores any substances on the Lease Property which is defined as hazardous substances by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601, Highwater must do so in a commercially reasonable and responsible matter. Highwater shall indemnify, defend and hold the Town harmless for the release of any such substances onto the Leased Premises caused by Highwater.

10. Livestock. The Town leases portions of the Silt River Preserve for livestock grazing, but such tenants are required to reasonably prevent such livestock from leaving the tenants' leased property and entering the area of the Highwater Leased Property. Notwithstanding the foregoing, Highwater acknowledges Colorado is a "fence out" state and that it may erect fencing sufficient to keep livestock out of the Leased Property at its discretion and at its sole expense. Likewise, Highwater may maintain livestock, including chickens, on the Leased Property in accordance with the Silt River Preserve Management Plan and as sanctioned by Aspen Valley Land Trust so long as Highwater reasonably prevents such livestock from leaving the Leased Property.

11. Vehicle and Machinery Storage. Highwater's storage of vehicles or machinery not actively used as part of the agricultural operation is prohibited. No unlicensed vehicle shall be stored on the Leased Property. Highwater's maintenance of vehicles and machinery used in agricultural operations may be conducted on Leased Property. Highwater shall collect and dispose of any and all spills or losses of fluid associated with vehicles or agricultural machinery on the

Leased Property consistent with applicable law.

12. Existing Vegetation. Highwater shall not disturb existing hedgerows and brush areas unless they are part of or attached to the Leased Property.

13. Federally Prohibited Crops. Highwater shall not engage in the growing, maintenance, or distribution of federally prohibited crops on the Leased Property.

14. Crops. Highwater shall be entitled to all crops if the termination of this Lease is not a result of Highwater's breach of the Lease, or the Silt River Preserve Management Plan / Deed of Conservation Easement, and shall retain harvest rights through the end of the growing season. If the Town terminates or cancels the Lease as a result of Highwater's default and failure to cure in accordance with the terms of this Agreement, all agricultural products shall be harvested or otherwise gathered and sold, if possible and reasonably practical, with the proceeds of such sale going to the Town to cover its costs and the remainder shared between Town and Highwater based on the percentage of the growing season each was in possession of the Leased Property. The Town will not retain or possess a security interest in the crops.

15. Fences. Highwater shall be responsible for maintaining all fences and gates (that Highwater installs) in working condition for the Leased Property, at Highwater's sole cost. Highwater shall not erect any fence across a Silt River Preserve road or otherwise obstruct access to areas that are not part of the Leased Property. The Town will maintain all other fences on the Subject Property. Highwater's removal of fencing is permitted with Town's approval, but if Highwater removes fencing, it must be reinstalled upon termination of this Agreement.

16. Fixtures and Improvements. In the case that the Agreement is terminated for a reason other than Highwater's breach of this Lease Agreement, Highwater may remove its fixtures and improvements from the Property within sixty days. If such fixtures and improvements are not removed within sixty days of termination, they shall become the property of the Town.

17. Erosion. Highwater shall not engage in any activity on the Leased Property or the Silt River Preserve that results in the loss of soil or changes the topography or grade of any portion of the Silt River Preserve. Highwater shall cease irrigation activity or practices temporarily if any ditch, lateral, pipeline, or other irrigation infrastructure component becomes damaged or inoperable.

18. Inspections. The Town reserves the right for itself, its agents, and employees to enter the Leased Property at any reasonable time to inspect the Leased Property and to work and make improvements as the Town shall deem necessary. Except in exigent or emergency circumstances, the Town shall give Highwater forty-eight (48) hours' notice before entering Leased Property.

19. No Guarantee. The Town makes no guarantee of the productivity of the Leased Property or the availability of the Water Rights and assumes no liability of any condition, visible or not, which may affect agricultural productivity of the Leased Property.

20. Structures. Highwater has permission to install infrastructure that is directly necessary to the farm operation and youth programs as approved through the Town's permitting process. Anticipated infrastructure includes: greenhouses, hoop houses, caterpillar tunnels, tool

sheds, a wash station, a walk-in or portable cooler, shade structure, and an event space. Any infrastructure installed by Highwater shall remain Highwater's sole property and may be removed at any time within Highwater's sole, subjective discretion.

21. Commercial Activity. Highwater shall not permit any commercial activity on the Leased Property unless it directly relates to produce sales, planned events or youth programming. Prior to hosting any event on the Leased Property that will have more than one hundred persons, Highwater shall obtain the written permission of the Town, including by email. Highwater shall not rent the Leased Property to any third party without the Town's written permission (e.g. weddings, concerts, camping events, etc), which shall not be unreasonably withheld.

22. Termination and Default.

- a. Condition of Leased Property Upon Termination. Upon termination at the end of the Lease term or for any other reason, Highwater must vacate the Leased Property and remove all personal possessions and aboveground improvements Lessee made to the Leased Premises. At landlord's discretion, the Leased Property may either be remediated into the same condition as at the commencement of this Lease, or better, normal wear and tear notwithstanding and improvement to soil conditions notwithstanding, or it may be left in its then-existing state.
- b. Default; Notice of Default. If either party shall default in the material performance of its obligations, covenants or agreements under this Lease and such default shall not be cured within one hundred-twenty (120) days after written notice to the defaulting party, then the non-defaulting party may declare the Lease terminated. Notwithstanding the foregoing, if the default is such a nature that it cannot be cured within said one hundred-twenty (120) day period, then the defaulting party will have complied with this requirement to the extent it proceeds with reasonable diligence thereafter to cure the alleged default. In the event that the default creates a material restriction on the Town's use of the Subject Property for public purposes, then the cure period shall be reduced to such period as the Town may reasonably determine. The parties recognize that weather, "acts of God," floods, or similar unforeseen events may, in extreme circumstances, interfere with the Lessee's farming practices and could prevent Highwater's timely compliance with the terms of the Lease. The Town shall take such circumstances into account before declaring an event of default.

23. Insurance. Highwater shall procure and maintain, for the term of the lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with occupancy and use of the Leased Property.

- a. Minimum Insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Highwater's insurance shall be

primary and non-contributory with any insurance or self-insurance purchased by the Town. The insurance companies issuing the policy or policies hereunder shall have no recourse against the Town for payment of any premiums or for assessments under any form of policy. Highwater shall pay any and all deductibles or self-insured retentions in the above-described insurance policies at its sole cost and expense.

- b. Acceptance of Risk: Highwater shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverages. Highwater is not relieved of any liability or other obligations assumed or pursuant to the lease by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- c. Coverage and Limits of Insurance: Highwater shall provide coverage with limits of liability not less than those stated below. An umbrella or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
- i. Statutory Workers’ Compensation: Highwater shall abide by all laws related to worker’s compensation insurance, including statutory minimums required by the state of Colorado.
- ii. Exemption: Town shall not dispute Highwater’s potential exemption from Colorado Worker’s Compensation Act requirements, but in no way shall be responsible to workers, students, employees, owners, or agents of Highwater for such insurance.
- iii. Insurance Certificates: Highwater’s insurance certificates shall list the Town as an additional insured.
- iv. Limits: Minimum Limits:
- | | |
|---|------------|
| Commercial General Liability – ISO 1CG 0001 form or equivalent
<i>(With Town named additional insured)</i> | |
| General Aggregate | \$ 300,000 |
| Products/Completed Operations Aggregate | \$ 300,000 |
| Each Occurrence Limit | \$ 300,000 |
| Personal/Advertising Injury | \$ 300,000 |
| Fire Damage (Any One Fire) | \$ 100,000 |
| Medical Payments (Any One Person) | \$ 5,000 |
- v. Coverage to include:
- Premises and Operations

- Personal / Advertising Injury
- Products / Completed Operations
- Independent Contractors
- Additional Insured—Owners, Lessees or Contractors Endorsement

d. Default of Insurance Coverage. In the event Highwater fails to maintain the insurance coverage described herein, Highwater shall have seven days to cure (regardless of any other cure provision herein) such default after receiving written notice from the Town.

24. Governmental Immunity: The Town and Highwater agree that use of the Leased Property is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, *et seq.*, which limits liability for property owners granting leases of public property. Nothing in this Lease Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as may be amended. Nothing herein shall be construed to create a partnership or other joint venture between the Town and Highwater.

25. Indemnification. Highwater agrees to indemnify, defend and hold the Town harmless from any claim brought by any third-party arising out of Highwater's use of the Leased Property (including any claim related to actions of Highwater's employees, guests and invitees) or arising out of the failure of Highwater to conform or comply with this Agreement, any statute, ordinance, regulation, law or court decree.

26. Authority. Highwater has taken all necessary action to authorize the execution, delivery and performance of this Lease Agreement and has the power and authority to execute, deliver and perform this Lease Agreement. The person signing this Lease Agreement on behalf of Highwater warrants that she/he has full power and authority to bind Highwater.

27. Attorneys' Fees. In the event of a legal action or proceeding to enforce or interpret any of the terms of this Lease Agreement, the substantially prevailing Party shall be responsible for payment of the other Party's attorney fees.

28. Waiver. The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Lease Agreement is not a waiver or relinquishment of the right to so insist in any future case involving any of the terms of this Lease Agreement.

29. Assignment. This Lease Agreement is not assignable without the written consent of the Town.

30. Third-Party Rights. Nothing in this Lease Agreement, express or implied, is intended to confer any right or remedies whatsoever on any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

31. Headings. The headings of the various paragraphs of this Lease Agreement have been inserted for reference only and shall not have the effect of modifying, amending or changing

the express terms and provisions of this Lease Agreement.

32. Severability. Invalidity or unenforceability of any provision of this Lease Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Lease Agreement.

33. Modification. The terms of this Lease Agreement may not be modified except in a writing executed by all of the Parties.

34. Governing Law. This Lease Agreement shall be governed by and construed under Colorado law.

35. Recordation. This Lease Agreement will not be recorded in the records of the Garfield County Clerk and Recorder, but instead will be kept in the records of the Town Clerk.

36. Entire Agreement. This Lease Agreement, together with its Exhibits, is the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements or understandings between the Parties pertaining to the subject matter of this Lease Agreement.

37. Counterparts and Facsimile Signatures. This Lease Agreement may be executed in counterparts, each of which may be considered an original, and all of which together shall constitute one and the same document. Facsimile, or otherwise electronically generated copies of the signature pages shall be treated as original signature pages.

38. Lien or Mortgage. Highwater shall not pledge a mortgage, security interest, or cause any lien to be recorded against the Leased Property during the term of this Lease Agreement.

39. Notices. Notices required under this Lease Agreement shall be sent to the addresses identified on page 1. In the event that a party's address changes, said party shall provide written notice to the other party. Notices shall be deemed received two business days after they are sent.

IN WITNESS WHEREOF, Town and Highwater have caused this Lease Agreement to be executed as to the date the last signature is obtained.

TOWN OF SILT

By: _____
Mayor Keith B. Richel Date _____

ATTEST:

Town Clerk Sheila McIntyre, CMC Date _____

HIGHWATER FARM

Sara Tymczyszyn, Executive Director Date _____

EXHIBIT A
Description of Leased Property

See attached PDF

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 22, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Policy Discussion – Out-of-Town Taps

PROCEDURE: Information Item

RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER: During the planning process for the Water Treatment Plant, the Town Board directed staff to no longer offer water taps to areas outside the boundaries of the Town. The connection of properties outside of the Town’s boundaries is completely discretionary for the Board of Trustees. While no formal action was required to limit taps outside the boundaries of the Town, Town staff has maintained this position.

FreeUp Storage is expanding their footprint by adding a climate controlled, interior storage building that will require fire suppression and a bathroom. FreeUp currently has no Town water service to the site, and thus is requesting that a tap be sold to them. At this point FreeUp has not proposed annexation as a means to receive water service.

It should be noted that out-of-town water users pay 200 percent of in-Town monthly rates. They are further required to pay 300% of water right dedication and system connection fees. Out-of-Town water service that does not connect to the Town’s wastewater system can create problems that require additional water right dedication.

With the new water plant under construction, the Board should consider:

1. Start accepting applications to sell out-of-Town water service again, including FreeUp Storage
2. Maintain the current position of the Town that no taps be allowed to properties outside the boundaries of the Town

If the second option is chosen, then FreeUp Storage would have the ability to request annexation to the Town, which then would allow them to purchase a tap for their needs.

Town staff believes that the issuance of water taps outside the corporate boundary of the Town should be done so very cautiously, as the Town could find itself surrounded by properties that enjoy utility services but have no need or incentive to annex to the Town. This could significantly hamper future development.

Town Attorney Sawyer commented that out-of-town taps “...occasionally make sense for revenue generation and land uses not best accommodated in the Town.” In this

case, storage is a perfectly acceptable use within the Town's boundaries. He further stated that the connection to the wastewater system is more important due to how use of water is treated if not sold, but not treated at the wastewater treatment plant.

The purpose of the discussion is for the Town Board to weigh in and give direction to staff on how to proceed. Attorney Sawyer also indicated that a formalized policy is not mandatory, as extra-territorial water service is fully discretionary by the Town Board.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE:

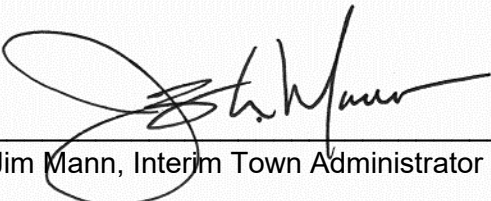
ORIGINATED BY:

PRESENTED BY: Interim Administrator Mann

DOCUMENTS ATTACHED:

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Jim Mann, Interim Town Administrator

REVIEWED BY:

Sheila M. McIntyre

Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 22, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Report on Revised Work Week Schedule

PROCEDURE: Information Item

RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Previously, the Board authorized the staff to start the transition to a four-day 10-hour work week schedule. Over the past several weeks, the Town Hall staff has been operating four nine-hour days and one four-hour day. During this transitory period staff has been letting the residents know that the change was coming, and there has been virtually no pushback on the proposed schedule change.

It is anticipated, unless the Board directs otherwise, that on April 29, 2024, Town staff and Public Works/Utilities will commence the Monday through Thursday 10-hour work day.

FUNDING SOURCE:

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A


ORIGINATED BY:

PRESENTED BY: Interim Administrator Mann

DOCUMENTS ATTACHED:

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

SUBMITTED BY:



Jim Mann, Interim Town Administrator

REVIEWED BY:



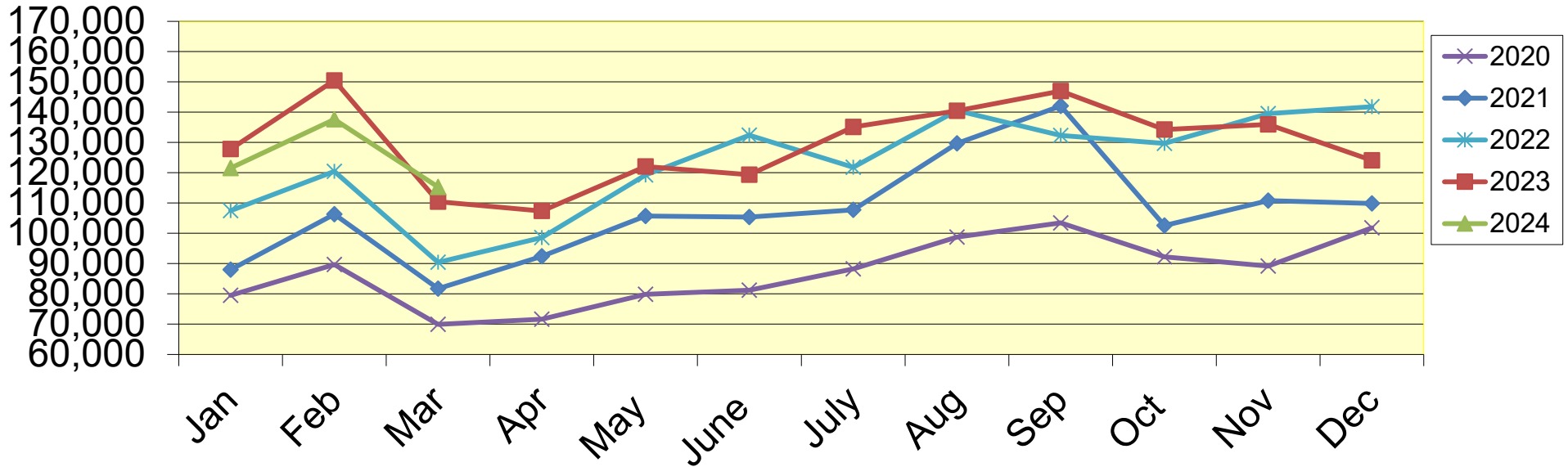
Sheila M. McIntyre, Town Clerk

Town of Silt

Month Town Received Funds

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
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
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
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
2023	127,798	150,495	110,482	107,367	122,093	119,347	135,129	140,497	146,970	134,306	135,967	124,096	1,554,547
2024	121,524	137,628	115,282										374,434

Sales Tax Collected 2019-2023



Y-T-D	Total	increase/ decrease	%
239,134	2020	1,045,633	20
276,028	2021	1,282,253	22.63
318,346	2022	1,474,261	14.9
388,775	2023	1,554,547	5.5
374,434	2024	374,434	-3.8

*** \$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

March 2024 (25% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Current Fund Balance
General Fund	1,179,004	5,909,498	20.0%	1,061,535	7,890,370	13.5%	117,469	6,111,727
Conservation Trust Fund	13,651	51,800	26.4%	17,238	30,000	57.5%	-3,587	141,926
Water & Wastewater Fund	2,800,464	23,184,915	12.1%	1,045,093	22,667,508	4.6%	1,755,371	3,174,305
Irrigation Fund	83,606	333,000	25.1%	124,892	417,426	29.9%	-41,286	353,999
Victim Assistance Fund	3,119	11,000	28.4%	10,000	15,300	65.4%	-6,881	33,560
Beautification Fund	16,249	150,040	10.8%	4,955	130,000	3.8%	11,294	340,319
Park Impact Fund	16,869	66,050	25.5%	0	0	-	16,869	207,668
Construction Impact Fund	9,423	35,000	26.9%	8,088	10,000	80.9%	1,335	42,985
Silt Housing Authority	74,642	308,400	24.2%	75,877	409,400	18.5%	-1,235	271,976
Economic Devel. Revolving	8,019	22,000	36.5%	160	16,288	1.0%	7,859	64,186
Total	4,205,046	30,071,703		2,347,838	31,586,292		1,857,208	10,742,651
	YTD Revenue	% of Budget						
Sales Tax	374,434	26.8%						
Use Tax	123,664	30.9%						
	YTD Revenue	% of Budget						
Trash Service Fees	118,878	26.4%						
Water Service Fees	486,921	33.1%						
Wastewater Service Fees	324,118	26.4%						
Irrigation Fees	69,169	25.6%						

Town of Silt Finance Report

Month: March 2024 (25% of year has elapsed)

General Fund

Revenue	\$ 1,179,004	20.0%
Expenditures	\$ 1,061,535	13.5%

General Fund Revenue

Sales Tax:	\$ 374,434	26.8%
Use Tax:	\$ 123,664	30.9%

Funds Report

Water/Wastewater:

Revenue	\$ 2,800,464	12.1%
Expense	\$ 1,045,093	4.6%

Irrigation:

Revenue	\$ 83,606	25.1%
Expense	\$ 124,892	29.9%

Silt Housing Authority:

Revenue	\$ 74,642	24.2%
Expense	\$ 75,877	18.5%

Investments

Cash:	9,682,533
Checking:	378,833 ANB
Money Market:	2,280,556 ANB
CSafe 01	547,198 CSafe
CSafe 02	4,816,864 CSafe
Csafe 03	646,624 CSafe
ColoTrust Gen Fund	39,100 ColoTrust
ColoTrust W/WW	879,534 ColoTrust
ColoTrust Housing	128,562 ColoTrust
Utilities Cash Clearing:	(6,100)
A/R Cash Clearing	3,500
Court Cash Clearing	(5,448)
Returned Check Clearing:	308
W/WW Reserved Cash:	(27,000)



April 11, 2024
Use

News You Can

Planning & Zoning Commissioner Appointment

Town of Silt

Planning & Zoning

Commissioner

Appointment

Must be a Silt Resident

The Planning & Zoning Commission, a paid board, meets the 1st Tuesday of each month.

The Commissioners review subdivision proposals, plan for future growth, and make recommendations to the Board of Trustees concerning land development and proposed zoning amendments. If interested please complete the required application and return it to:

Town Clerk, Box 70, Silt, CO 81652, deliver to 231 N. 7th Street in Silt or email to: sheila@townofsilt.org. Applications can be picked up at Town Hall or found on our website at: www.townofsilt.org.

Applications to be returned by 5:00 p.m. May 3, 2024. For more information contact Sheila at (970) 876-2353 ext. 102.

Drinking Water Quality Report




The Town of Silt 2024 Drinking Water Quality Report for Calendar Year 2023 will NOT be mailed to the Town of Silt Water Users. A copy is posted at Town Hall, and copies are available at the front window. Please see our Web site at www.townofsilt.org for information. If you should have any questions or concerns please contact Sara Flores, ORC at sflores@townofsilt.org.

Informe de Calidad del Agua Potable


El Informe de calidad del agua potable de la ciudad de Silt 2024 para el año calendario 2023 NO se enviará por correo a los usuarios de agua de la ciudad de Silt. Una copia se publica en el Ayuntamiento, y las copias están disponibles en la ventana principal . Consulte nuestro sitio web en www.townofsilt.org para obtener información. Si tiene alguna pregunta o inquietud, comuníquese con Sara Flores, ORC al sflores@townofsilt.org.

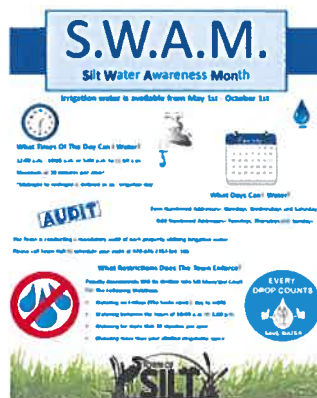
Irrigation Season is Fast Approaching



As seasons change and the weather gets warmer, it brings us closer to irrigation season and the watering of our lawns and gardens. The Town of Silt is preparing to turn on the irrigation systems on May 1st 2024. Please be sure that your hose bibs are closed and that you have all of your irrigation repairs completed by April 15th so that when the water runs, you hopefully have no surprises. Remember that this is non-potable water and DO NOT DRINK. Please be mindful of the irrigation regulations and happy Spring!

La temporada de riego se acerca rápidamente

A medida que cambian las estaciones y el clima se cálido, nos acercamos a la temporada de riego y al nuestros céspedes y jardines. La ciudad de Silt se está para encender los sistemas de riego el 1 de mayo de  vuelve más riego de preparando 2024. Asegúrese de que los grifos de su manguera estén cerrados y de que haya completado todas las reparaciones de riego antes del 15 de abril para que cuando el agua corra, no tenga sorpresas. Recuerde que esta es agua no potable y NO BEBA. ¡Tenga en cuenta las regulaciones de riego y feliz primavera!



S.W.A.M.
Silt Water Awareness Month

Irrigation water is available from May 1st - October 1st

What Does It This Day Can I Water?
12:00 a.m. - 10:00 p.m. on Wednesdays, Thursdays, and Fridays
10:00 a.m. - 10:00 p.m. on Saturdays and Sundays
*Restrictions for watering are outlined in an irrigation map

What Does Cost Water?
From Metered Addressed - Meters, Distribution and Labor
Meters Non-metered Addressed - Meters, Distribution and Labor

AUDIT
The Town is conducting a mandatory audit of every property utilizing irrigation water.
Persons will have until September 30th to complete their audit at 10:00 a.m. - 10:00 p.m.

What Restrictions Does The Town Enforce?
Priority Restrictions Will Be Metered With 100 Metered Level
1. No watering restrictions
2. Watering on Friday (After 10:00 a.m.) - May be water
3. Watering between the hours of 10:00 a.m. to 10:00 p.m.
4. Watering for more than 30 minutes per zone
5. Watering more than your allotted irrigator's zone

EVERY DROP COUNTS
Save. Reuse. Recycle.

SILT

Seat Available for the VALE Board

The Town of Silt has one seat up for reappointment on its VALE (Victim Assistance Law Enforcement) Board. The Board meets the third Monday of the month to review fund disbursement applications from victims of crime. If you are interested in becoming a member of this decision-making board, please complete the application found on our website or contact Sheila McIntyre for more information at 876-2353 ext. 102. The remaining seat on the board will continue to be open until filled.

Join the Town of Silt as we Plant a Tree in Honor of Arbor Day



Upcoming Town Events



Join the Town of Silt in celebrating our
Annual Arbor Day Tree Planting!!!

Date: Friday, April 19, 2024

Time: 10:00 AM

Location: Mesa View Park (982 Red Tail Lane)



SILT CLEAN-UP EVENT

Where: Silt Town Shop (612 N. 7th)
When: April 22nd - May 4 (Not Open Sunday)
Time: 8:00 AM - 4:00 PM

Yard Waste Only

Limbs Up To 4" In Diameter



If you have any questions, please contact Town Hall at 876-876-2353

Silt On Sale

May 3rd - May 5th



List Your Garage Sale With The Town For Free Advertising!

For More Information, Please Call 970-876-2353 Ext 110
Or email nicole@townofsilt.org



Open Sports Registrations

Click on the button below to take you to the Town of Silt's website to register your kiddos for any of our open sports.

Haga clic en el botón de abajo para ir al sitio web de la ciudad de Silt para inscribir a sus hijos en cualquiera de nuestros deportes abiertos.

[Register for Sports Here!](#)

COACH PITCH BASEBALL
June 3 - June 28
Boys and Girls Ages 7-8
Cost: \$50
Registration is open until May 29th
Register online at www.townofsilt.org
Coaches are needed, and the coaches child plays for FREE :)
Contact Nicole for more information @ 970-876-2353 Ext 110

T-Ball
June 3 - June 28
Boys and Girls Ages 4-6
Cost: \$50
Registration is open until May 29th
Register online at www.townofsilt.org
Coaches are needed, and the coaches child plays for FREE :)
Contact Nicole for more information @ 970-876-2353 Ext 110

Fun Fact in Honor of our Arbor Day Celebration

1. Trees have been in existence on Earth for approximately 350 million years. Yet, trees are not as old as sharks, which have been around for 400 million years.