

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, APRIL 8, 2024 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

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	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	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:25	Agenda Changes		
7:25 10 min	Water Plant Construction Update – Dan Galvin with Garney	Info Item	Tab C Interim Administrator Mann
7:35 15 min	VALE Board Interview – Becky Ross	Action Item	Tab D Town Clerk McIntyre
7:50 15 min	Town Manager Selection Process – SPC Jeff Layman and Consultant Bill Efting	Info Item	Tab E Interim Administrator Mann
8:05 15 min	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	Action Item	Tab F Interim Administrator Mann
8:20 5 min	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	Public Hearing	Tab G Interim Administrator Mann

	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		
8:25 20 min	2024 Parks Planning Update	Info Item	Tab H Interim Administrator Mann
8:45 5 min	Administrator and Staff Reports	Info Item	Tab I Interim Administrator Mann
8:50 10 min	Updates from Board / Board Comments		
9:00	Adjournment		

The next regularly scheduled meeting of the Silt Board of Trustees is Monday, April 22, 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:

- April 22 – Land Acquisition Discussion
- June 10 – Highwater Farms Tour

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
MARCH 25, 2024 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, March 25, 2024. Mayor Pro-tem Hanrahan called the meeting to order at 7:00 p.m.

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

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, Planner Mark Chain, Town Attorney Lawrence Bond and members of the public.

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda –

1. Minutes of the March 11, 2024 Board of Trustees meeting

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Resolution No. 12, Series 2024, A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH AN ANNEXATION PETITION FOR A PROPERTY OWNED BY MATTHEW AND SUSAN JURMU WEST OF COUNTY ROAD 231 INTO THE MUNICIPAL BOUNDARIES OF THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Planner Chain went over his report regarding this annexation of .0723-acres that would be added to the property that is currently owned by the Laestadian Lutheran Church adding that this application conforms with State Statutes. Logan Jürmu, representative for the Church thanked the Board for their consideration of this annexation.

The public hearing was opened at 7:10 p.m. There were no public comments and the hearing was closed at 7:11 p.m.

Trustee Classen made a motion to approve Resolution No. 12, Series 2024, A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH AN ANNEXATION PETITION FOR A PROPERTY OWNED BY MATTHEW AND SUSAN JURMU WEST OF COUNTY ROAD 231 INTO THE MUNICIPAL BOUNDARIES OF THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO. Trustee Seifert seconded the motion and the motion carried unanimously.

First 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

Interim Administrator Mann stated that with the departure of Administrator Layman and Public Works Director Fonner, new signatories for the Water Treatment Plant project need to be formally identified as required by the Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority.

The public hearing was opened at 7:19 p.m. There were no public comments and the hearing was closed at 7:20 p.m.

Trustee Seifert made a motion to approve first 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 Brintnall seconded the motion and the motion carried unanimously.

Proposed Town of Silt Work Week Schedule

Interim Administrator Mann went over the proposed staff schedule stating that the Administration, including Community Development, would utilize a 4 9-hour work schedule Monday through Thursday with a 4-hour work day on Fridays. Public Works and Utilities schedules would not change until April 29, when all Town Departments would begin a 4 10-hour work week, Monday through Thursday.

Board members stated that they have not had any negative feedback from the public regarding the change in hours. The Board encouraged staff to continue to get the word out as much as possible. Mr. Mann stated that staff would report back in April on how the first phase is going before switching over to 4-10's.

February 2024 Financial Report

Treasurer Tucker went over the February 2024 financials.

Sanctuary Community Policy Discussion

Interim Administrator Mann stated that with the influx of individuals who are in the country illegally arriving in locations throughout the state, Mayor Pro-Tem Hanrahan suggested that the Board should have a policy discussion on whether the Town should declare a status as either a non-sanctuary community or a sanctuary community prior to being faced with a situation of an influx of individuals who are in the country illegally. The purpose of the discussion is to provide guidance as to a) whether the Town wants to take a position; b) what that position will be; and c) if taking a position development of policies and action framework to support the policy direction.

There was discussion about what could happen if the Town doesn't take a position and ends up with a large number of people arriving and needing assistance. The Board also voiced their concern about the huge financial strain this would be on the town and that we need to take care of our residents first as we don't have the resources as a community to house and take care of these people. It was also stated that with the increase in water rates that the citizens have been faced with, it wouldn't be fair to assist immigrants who may come to Silt requiring financial support. There was discussion to creating a resolution that would state the Town's position and to also create a policy. Chief Kite also voiced his concern that the town does not have the financial resources or the housing needed to help these people out. Attorney Bond stated that he could draft a resolution for review at the next meeting.

Staff was given direction to move forward with a resolution that reflects the concerns of the Board and bring back at the next meeting.

Administrator and Staff Comments

Interim Administrator Mann announced that the Silt Horseshoe pits are now sanctioned and are available to host leagues and tournaments. He stated that the police department would be stepping up enforcement of dogs not being allowed in parks and that they must be kept on leashes. He asked people to be conscious of this as people use the parks and kids are having games on the fields and we want to keep these areas clean of dog waste. Mr. Mann stated that it is his goal to limit work sessions to just the second meeting of each month and to try and keep meetings at two hours when possible. He stated that he has started the process for getting the Public Works/Utilities Director position posted and that he would like to have an HR Sub-Committee meeting to discuss this. He also shared that the Town received a \$900K grant towards the reconstruction of Community Park adding that part of the process includes public meetings to get feedback for design.

Updates from Board / Board Comments

The Board thanked staff for their efforts to shorten meetings, for the great job on the horseshoe pits, asked for clarification of the code regarding dogs on leashes and trails, commented on the new crosswalk on 7th Street & Main and asked where we are in the process of accepting applications for a new Town Administrator.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Pro-tem Hanrahan adjourned the meeting at 8:18 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Derek Hanrahan
Mayor Pro-tem

PROCLAMATION

Whereas, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, 2024 is the 152nd anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Keith B. Richel, Mayor of the Town of Silt, do hereby proclaim April 19th 2024 as the 152nd anniversary celebration of



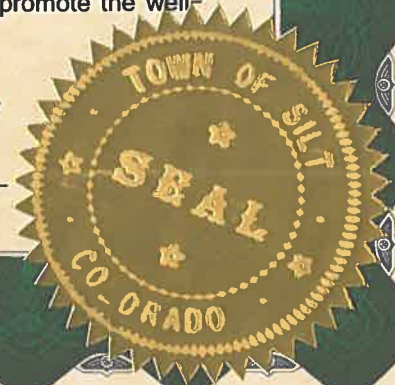
Arbor Day

in the Town of Silt, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 8th day of April 2024

Mayor Keith B. Richel



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 4, 2024
TO: Mayor and Board of Trustees, Town of Silt
FROM: Karp Neu Hanlon, P.C.
RE: Bureau of Reclamation Contract Renewal

Staff requests board approval to undertake the renewal of a water contract with the US Bureau of Reclamation. Attached to this memo is a water storage contract for 16 acre feet that was executed in 1999. The water storage contract was originally obtained by the developer of the Eagles View subdivision as a requirement to meet the water rights dedication requirements and subsequently assigned to the Town of Silt. Eagles View was required to obtain a water storage contract because it could not dedicate water rights for the development. The contract was in place for an initial term of 25 years. The term of the contract is coming to an end and the Bureau has asked whether the Town desires to renew the agreement for an additional 25 year period.

The Town of Silt has water supply contracts in place for 300 acre feet of water in addition to the 16 acre foot contract up for consideration. The 300 acre feet is supplemented with consumptive use credits from the Loesch and Crann ditch totaling an additional 140 acre feet of water. We are currently working with town water engineer Michael Erion to draft a report identifying the amount of growth that can be facilitated with the Town's augmentation supplies. We will then make a presentation to the Board on this topic. It is worth noting that the Town is only starting to utilize its

augmentation supplies as the town's decreed water rights have up to recently sufficed to meet the Town's needs.

Staff recommends approval of a renewal of the 16 acre foot contract. The Town can cancel this contract if it is determined in the future to be unneeded. Having this contract as an additional augmentation supply does not harm the Town until additional information is presented to the Board.



United States Department of the Interior



BUREAU OF RECLAMATION
Eastern Colorado Area Office
11056 West County RD 18E
Loveland, Colorado 80537-9711

IN REPLY
REFER TO:

EC-1330 (JSwanda)

RECEIVED
BY TCC DATE 5/27/99

MAY 20 1999

Mr. Paul Currier, P.E.
Resource Engineering, Inc.
909 Colorado Avenue
Glenwood Springs, CO 81601

Subject: Long Term Green Mountain Water Storage Contract No. 9-07-60-W0734
EVSD, LLC - Colorado-Big Thompson Project, Colorado


Dear Mr. Currier:

Enclosed is the fully executed duplicate original Contract No. 9-07-60-W0734, dated May 6, 1999, between the United States and EVSD, LLC for water service from Green Mountain Reservoir.

The advance minimum payment of \$250.00 (check no. 4210, dated March 12, 1999) pursuant to contract Articles 4.c. and f. for 16 acre-feet of municipal/domestic water service has been received and credited to the subject contract for the initial contract year (July 1, 1999 through June 30, 2000). In addition, please provide this office with a written schedule of anticipated water deliveries for the initial contract year pursuant to Article 5.a.

If you have any questions, please contact Julie at (970) 962-4369.

Sincerely,


A. Jack Garner
Area Manager

Enclosure

cc: Mr. Orlyn J. Bell
Division V Engineer
P.O. Box 396
Glenwood Springs, CO 81601
(w/copy contract)

DUPLICATE ORIGINAL

Contract No. 9-07-60-W0734

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Colorado-Big Thompson Project

CONTRACT BETWEEN THE UNITED STATES AND
EVSD, LLC
FOR WATER SERVICE FROM GREEN MOUNTAIN RESERVOIR

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Contract No. 9-07-60-W0 734

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Colorado-Big Thompson Project, Colorado

CONTRACT BETWEEN THE UNITED STATES AND
EVSD, LLC
FOR WATER SERVICE FROM GREEN MOUNTAIN RESERVOIR

THIS CONTRACT, made this 6th day of May, 19⁹⁹, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, and particularly the Act of August 9, 1937 (50 Stat. 564, 595), and the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, is between the UNITED STATES OF AMERICA, acting through the Bureau of Reclamation, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and EVSD, LLC hereinafter referred to as the "Contractor."

WITNESSETH, THAT:

WHEREAS, The following statements are made in explanation:

EXPLANATORY RECITALS

a. Green Mountain Dam and Reservoir were constructed as a feature of the Colorado-Big Thompson (CBT) Project as recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to Section 4 of the Act of June 25, 1910 (36 Stat. 835), and Subsection B of Section 4 of the Fact Finders' Act (Act of December 5, 1924 (43 Stat. 672)). The Reservoir is operated and maintained by the United States in accordance with S. Doc. 80; the Act of August 9, 1937 (50 Stat. 564, 595), as decreed in the Consolidated Cases (Civil Action Nos. 2782, 5016, and 5017) United States District Court for the District of Colorado; and the Operating Policy for Green Mountain Reservoir (hereinafter referred to as the "Operating Policy") as published in the Federal Register on December 22, 1983, which became effective January 23, 1984, and as amended September 3, 1987, as published in the Federal Register on September 11, 1987. The Reservoir was authorized to provide replacement water for senior downstream diversion rights in western Colorado when water is diverted to or stored for use in eastern Colorado through the CBT Project. Additional capacity was provided for hydroelectric power generation and beneficial uses in western Colorado including irrigation, municipal/domestic, and industrial uses. In accordance with the Operating Policy, 66,000 acre-feet of water annually is deemed adequate to satisfy irrigation and domestic uses perfected by use prior to October 16, 1977. The remaining 28,800 acre-feet of capacity (34,000 acre-feet less 5,200 acre-feet dead storage) is available for beneficial use by West Slope water user contractors and has been determined to be available to develop the Reservoir's annual marketable yield.

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b. The Contractor desires to contract with the United States, pursuant to Federal Reclamation laws and the laws of the State of Colorado, for water service from Green Mountain Reservoir.

c. The United States desires to provide such water service from the marketable yield of Green Mountain Reservoir in accordance with S. Doc. 80, the Consolidated Cases, the Operating Policy, and other applicable Federal law.

d. The 20,000 acre-foot marketable yield of Green Mountain Reservoir is based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the United States and the Contractor agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

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a. "Colorado River Basin" shall mean the geographical area of the natural basin of the Colorado River, including all tributaries thereof, in western Colorado upstream from the Colorado-Utah State line.

b. "Contracting Officer" shall mean the Secretary of the Interior or a duly authorized representative.

c. "Project" shall mean the CBT Project, Colorado.

d. "Year" shall mean the period beginning July 1 and ending the following June 30.

e. "Operating Policy" shall mean the operating policy for Green Mountain Reservoir as published in the Federal Register on December 22, 1983, as amended September 3, 1987, as published in the Federal Register on September 11, 1987.

f. "Reservoir" shall mean the dam, reservoir, and related facilities known as "Green Mountain Reservoir" as presently constructed and operated on the Blue River, a tributary of the Colorado River, in north-central Colorado, as a feature of the CBT Project.

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g. "Replacement pool" shall mean the 52,000 acre-feet of water available under S. Doc. 80 annually to provide replacement water for western Colorado when water is diverted out of priority to the Eastern Slope through the CBT Project.

h. "Power pool" shall mean the Reservoir's remaining capacity of approximately 100,000 acre-feet, including the 6,316 acre-foot refill right, which to the extent feasible will be released through the powerplant, and following release will be available either directly or by exchange for other beneficial uses in western Colorado.

i. "Marketable yield" shall mean the 20,000 acre-foot water supply available from the Reservoir based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988. The marketable yield may vary depending on changes in future operating conditions.

j. "Municipal/domestic use" shall mean the use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners' associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, excepting only irrigation and industrial uses of water as defined below. The meaning of this term includes the irrigation of municipal and/or quasi-governmental-owned or operated golf courses whether or not water is delivered through a municipal system.

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k. "Irrigation use" shall mean the use of water for the commercial production of agricultural crops and livestock and other uses consistent with any water right decreed for irrigation purposes.

l. "Industrial use" shall mean the use of water for the purposes of producing or processing a product or service for sale, including without limitation such uses as manufacturing, food processing, mining, milling, land reclamation, snowmaking, nonhydro-electric power generation, and golf course irrigation except as provided in Subarticle 1.j. above. There shall be two categories of industrial water service as follows:

(1) "Category A" industrial water service which is reserved for those contractors who are existing customers for water from the Reservoir or have previously used water service from the Reservoir, who are currently operational, and who are unable to utilize Ruedi Reservoir as an alternative source for water service. Such entities' entitlement to Category A water service shall not exceed the quantities requested by those entities on or before August 15, 1988.

(2) "Category B" water service which is available to all other industrial contractors who are not covered in (1) above.

m. "Operation, Maintenance, and Replacement" (OM&R) costs shall mean those expenditures incurred in connection with the operation and maintenance of the Reservoir,

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excluding facilities used solely for hydroelectric power production. Such expenditures shall include those required to remedy conditions brought about by the ordinary use of the Reservoir or to restore or replace components of the existing facilities and shall not include expenditures to increase the Reservoir's capacity or to enlarge the purposes for which it was originally authorized and constructed.

n. "Standby charge" shall be that annual charge to reserve the right for delivery of water annually pursuant to Subarticle 4.d.

o. "Delivery charge" shall be that annual charge for the amount of water requested for delivery by the Contractor and delivered by the United States pursuant to Subarticle 4 d. For purposes of this contract, the Contractor shall be deemed to have requested for delivery at least the minimum quantity set forth in Subarticle 4.d.(1).

TERM OF THE CONTRACT

2. a. This contract becomes effective on the date of execution and shall remain in effect for a period of 25 years thereafter, unless terminated sooner in accordance with the provisions of Article 8.

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b. This contract may be renewed for an additional term of 25 years upon written request to the Contracting Officer on or before 2 years prior to the expiration of this contract and mutual agreement of the parties hereto. Prior to renewal of this contract, all terms and conditions, including the amount of water service contracted for in Article 3 and the water service charges set forth in Article 4, will be renegotiated by the parties hereto subject to applicable Federal and State laws and Reclamation policy in effect or as established by the Secretary of the Interior at that time; Provided, That the Contractor shall have a first right for the purposes stated herein to the quantity of water set forth in Article 3 below, or to such lesser amount of water that is available, as determined by the Contracting Officer.

CONTRACTED SERVICE

3. a. The Contractor hereby contracts for 16 acre-feet of water service annually from the Reservoir as follows:

- (1) 0 acre-feet of water for irrigation use.
- (2) 16 acre-feet of water for municipal/domestic use.
- (3) 0 acre-feet of water for Category A industrial use.
- (4) 0 acre-feet of water for Category B industrial use.

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The United States agrees to provide such water service subject to the terms and conditions of this contract. The United States shall not enter into any contract that will result in the total amount of water marketed from the Reservoir exceeding the marketable yield in effect at that time; Provided, That the United States reserves the right to make short-term sales of water from the Reservoir as long as such sales do not impinge upon the Contractor's entitlement to take delivery of the water contracted for herein. There shall be no right to carryover storage of undelivered water contracted for herein from year to year.

b. The 20,000 acre-foot marketable yield of the Reservoir is based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988. The marketable yield may vary, depending on changes in future operating conditions. In the event any of the assumptions and conditions incorporated in the supporting hydrology studies prove to be incorrect and revised hydrology studies change the marketable yield, the United States may either increase or decrease the volume of future water sales. At any time the marketable yield is determined to be less than the total amount of water under contract, any resulting shortages shall be apportioned pursuant to Article 7.

WATER SERVICES CHARGES

4. a. In accordance with paragraph 5 of the Operating Policy, the United States will charge its Contractors differential rates for irrigation, municipal/domestic, and industrial water service. These rates include an appropriate share of the Reservoir's actual annual OM&R costs. The rates shall be adjustable by the United States to cover OM&R costs if such costs exceed the rates set forth herein.

b. The charge for irrigation water service will be an annual charge of \$6 per acre-foot for the amount of water contracted for herein, and which the United States is capable of delivering to the Contractor. Payment of this charge shall be due on July 1 for water to be delivered during the succeeding year. No water shall be delivered prior to payment.

c. The charge for municipal/domestic water service shall be an annual charge of \$10 per acre-foot for the amount of water contracted for herein, and which the United States is capable of delivering to the Contractor. Payment of this charge shall be due on July 1 for water to be delivered during the succeeding year. No water will be delivered prior to payment.

d. The annual charge for Category A and Category B industrial water service contracted for herein shall be as follows:

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(1) \$55 per acre-foot applied to 100 percent of all water up to 100 acre-feet plus 50 percent of all water over 100 acre-feet up to 2,000 acre-feet, for a total of 0 acre-feet of water.

(2) \$15 per acre-foot standby charge and \$40 per acre-foot delivery charge applied to the remaining 50 percent of all water over 100 acre-feet up to 2,000 acre-feet, for a total of 0 acre-feet of water.

(3) \$15 per acre-foot standby charge and \$60 per acre-foot delivery charge applied to all water from 2,001 to 4,000 acre-feet, for a total of 0 acre-feet of water.

(4) \$15 per acre-foot standby charge and \$80 per acre-foot delivery charge applied to all water above 4,000 acre-feet, for a total of 0 acre-feet of water.

e. The industrial water standby charge shall be paid annually for the amount of water service in d.(2), d.(3), and d.(4) above. The industrial water delivery charge in d.(2), d.(3), and d.(4) above shall be in addition to the standby charge and shall be paid for each acre-foot of water actually delivered. Payments for all water service charges, except the delivery charge in d.(2), d.(3), and d.(4) above, shall be due on July 1 for water to be delivered during the succeeding year. No water will be delivered prior to payment of such charges. Payment for the delivery charges in d.(2), d.(3), and d.(4) above shall be based on the delivery schedule submitted by the Contractor pursuant to Subarticle 5.a. or as may be apportioned pursuant to

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Article 7. The Contracting Officer will provide the Contractor with a statement based on said projected schedule, whereupon payment of such additional delivery charges shall be made by the Contractor within 30 days of the date of such statements. Adjustments in payment for any differences between actual and scheduled deliveries of water will be made with the succeeding year's payment; Provided, That whether or not the Contractor requests or takes delivery pursuant to Article 5, the Contractor is required to pay annually the charges in d.(1) above and the standby charges in d.(2), d.(3), and d.(4) above; and Provided, further, That the United States is capable of delivering said water.

f. The minimum annual payment for water service under this contract will be the greater of \$250 or the charge established in b., c., and d. above.

g. Water delivered by exchange upstream from the Reservoir pursuant to this contract shall be subject to an annual power interference charge of \$2.35 per acre-foot. Said charge shall be due within 30 days after the date of the bill each year of this contract, based on the delivery schedule provided pursuant to Subarticle 5.a. Any excess advance payments will be applied to succeeding annual payments. All power interference charges are in addition to the other charges as set forth in this Article 4. Power interference charges shall be adjustable pursuant to 4.h. below.

h. Repayment of the Project is scheduled to be completed in year 2002. Water service and power interference charges set forth in this article shall be adjusted by the

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Contracting Officer upon payout of the project, based upon applicable Federal and State laws and Reclamation policies in effect or as established by the Secretary of the Interior at that time.

i. Payments pursuant to this contract shall be made to a certain bank by a medium specified by the Contracting Officer, i.e., by check to a certain lock box, or by wire transfer to the United States Treasury, or to such other locations and by such other methods as the Contracting Officer may specify.

DELIVERY OF WATER

5 a. Before June 1 of each year, the Contractor will submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water during the succeeding 12-month period from July 1 through June 30, and the Contractor shall periodically revise said schedule as necessary to reflect its expected demand schedule based on current water conditions; Provided, That the Contractor shall be entitled to delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer. All notices requesting delivery or a change in the delivery schedule shall be in writing. However, requests which cannot be transmitted in writing due to urgent or emergency situations may be telephoned to the Contracting Officer whereupon such requests shall be confirmed in writing by the Contractor. The Contractor shall send copies of all requests to the Division No. 5 Engineer, Colorado Division of Water Resources.

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b. The Contracting Officer shall notify the Division No. 5 Engineer, Colorado Division of Water Resources, in Glenwood Springs, Colorado, of the date, time, and amount of the water released from the Reservoir for delivery pursuant to this contract.

c. In the event the Contractor fails or is unable to use the quantities of water delivered by the United States pursuant to the delivery schedule or as otherwise requested by the Contractor, said inability, failure, or refusal shall not relieve the Contractor of its obligation to make the required payments pursuant to the terms of this contract.

d. The delivery of water under this contract shall be made into the Blue River at the outlet works of Green Mountain Dam or by exchange with other sources of supply; Provided, That the delivery of water from a source other than the Reservoir shall not reduce the Contractor's ability to beneficially use said water in the same location and manner, at the same times, and for the same purposes specified in this contract and the delivery schedules. All such exchanges shall be in accordance with State and Federal laws and regulations including, if required, approval by the Division No. 5 Engineer.

e. All delivery of water into the Blue River shall be subject to the limitations of the outlet capacity of Green Mountain Dam. All water delivered to the Contractor from the Reservoir shall be measured at the outlet works of Green Mountain Dam by the Contracting Officer with equipment furnished, operated, and maintained by the United States. The United States shall not be responsible for the control, carriage, use, handling, or distribution

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of water delivered to the Contractor beyond the outlet works of Green Mountain Dam or other point of delivery, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action of any nature whatsoever on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor provided such water is delivered at the outlet works of Green Mountain Dam or other point of delivery in a safe and reasonable manner.

f. No delivery of water pursuant to this contract shall be made until the Contractor is in compliance with the terms and conditions contained in the attached Exhibit B. Exhibit B may include, but is not limited to, any special terms and conditions required by individual contractors as a result of the National Environmental Policy Act (NEPA) compliance requirements for this contract. The Contractor's failure to comply with the terms and conditions of Exhibit B after initial delivery of water may result in discontinuance of water deliveries under this contract, in whole or in part, until the Contractor is in compliance with the terms and conditions of Exhibit B. Such noncompliance may also result in the termination of this contract pursuant to Article 8. Exhibit B may be amended upon the mutual agreement of the parties hereto.

g. The Contractor shall not be responsible for the storage of water in or the operation and maintenance of the Reservoir, and the United States agrees to be responsible for all claims, demands, and causes of action of any nature whatsoever resulting from the storage of water in or the operation and maintenance of the Reservoir, as authorized by the terms and conditions of the Federal Tort Claims Act (28 U.S.C., Sections 2671-2680).

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h. The United States reserves the right to make releases of water from the Reservoir for hydropower generation as long as such releases do not interfere with the United States' ability to meet its obligations to deliver water under the terms and conditions of this contract.

i. The United States reserves the right to provide water from the Reservoir, as determined necessary by the Contracting Officer, to meet minimum streamflow requirements or to otherwise maintain streamflows for the protection, recovery, or enhancement of any species listed in accordance with Section 4 of the Endangered Species Act (ESA), Category I candidate species, and critical habitat of the Section 4 listed species; to preserve or enhance the human environment; or to maintain or improve water quality pursuant to applicable Federal law, including but not limited to, the ESA, as amended, and the Clean Water Act, as amended, and the Fish and Wildlife Coordination Act, as amended; Provided, That the Contracting Officer's decision to furnish such water shall not be arbitrary or capricious, and such decision is based on compliance with NEPA. Should the furnishing of such water reduce the Reservoir's marketable yield, any resulting shortages shall be apportioned in accordance with Article 7 herein.

j. The United States reserves the right to reduce industrial water service under this contract as hereinafter provided to the extent that the Contracting Officer determines that such reductions are necessary to meet the needs of irrigation and municipal/domestic users pursuant to S. Doc. 80; Provided, That in the event subsequent Court decrees find that

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S. Doc. 80 does not require the water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and this provision shall no longer apply.

k. Should the execution date of this contract result in less than a full initial year, the Contractor may request delivery of the amount of water deemed necessary to meet its needs during the remaining portion of the initial year and shall pay a proportionate share of the water service charges required in Article 4 based on the amount of water requested for delivery, Provided, That such charges shall not be less than the \$250 minimum payment in Subarticle 4.f. Such payment shall be in advance of the delivery of any water.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor under this contract shall be used by the Contractor for municipal/domestic purposes either directly, by exchange, or through augmentation in connection with Eagle View Subdivision, an 80 single family unit subdivision, for in-house domestic use and lawn and garden irrigation within a portion of Section 3, T. 6 S., R. 92 W., sixth principal meridian, First Mesa Addition to Town of Silt. It shall be the Contractor's responsibility to obtain the necessary approvals, permits, and/or rights to carry out exchanges and to develop any necessary augmentation plans. To the extent that the water service contracted for herein is being used to prevent injury to the water rights of the City and

limited.

County of Denver, hereinafter "Denver," acting by and through its Board of Water Commissioners, pursuant to the terms of the Agreement dated September 18, 1985, hereinafter "Summit County Agreement," between Denver and the Board of County Commissioners of Summit County, Colorado, then such water shall be delivered into the Blue River at the outlet works of Green Mountain Dam or delivered by exchange. Before June 1 of each year, the Contractor shall report to the Contracting Officer the amount of water service contracted for herein, which will be used in the following year to prevent injury to Denver's water rights pursuant to the terms of the Summit County Agreement.

b. No lease, sale, donation, transfer, or other disposition of any of the water contracted for herein may be made without the prior written approval of the Contracting Officer; Provided, That if the Contractor's facilities are sold and this contract is assigned under Subarticle 11.b., the right to delivery of the water contracted for herein may be transferred so long as the water will be used in the same location, at the same time(s), and for the same purpose(s) as contemplated by the Contractor under this contract. Should unauthorized dispositions occur, the Contractor's right to delivery of the quantity of water under contract so disposed of shall be terminated by the Contracting Officer.

WATER SHORTAGE AND APPORTIONMENT

7. a. If, based on written schedules submitted before June 1, the Contracting Officer determines that the projected water supply is not adequate to meet all reasonably expected demands, including the furnishing of water pursuant to Article 5.i. above, the Contracting Officer shall declare that a potential shortage condition exists and shall so notify the Contractor. Within 15 days of receipt of a notice of potential shortage, the Contractor shall provide the Contracting Officer with a revised schedule for water to be delivered during a declared shortage period. For the purposes of this contract, the shortage period shall consist of the succeeding 12-month period from July 1 through June 30 or any portion thereof. During a shortage period, delivery to all contractors shall be first reduced in accordance with the revised schedule submitted by each contractor. If the Contracting Officer determines that delivery pursuant to the revised schedules will not alleviate the shortage, delivery to all Category B industrial contractors shall first be reduced proportionately up to 100 percent of their respective contracted amounts, and then deliveries to all Category A industrial contractors shall be reduced proportionately up to 100 percent of their respective contracted amounts. If shortage conditions persist, all municipal and domestic and irrigation contractors shall share additional reductions proportionately in the delivery of water, based on their respective contracted amounts as required by the shortage conditions; Provided, That in the event a Court of competent jurisdiction subsequently rules that S. Doc. 80 does not require the industrial water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and, beginning in the year following the Court's decision, all

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Contractors shall share shortages proportionately, based on their respective contracted amounts.

b. The Contracting Officer shall have the right during any shortage period, after consultation with the contractors, to establish rules, regulations, and procedures for the purpose of distributing the available water supply commensurate with the shortage conditions either prevailing or expected to prevail, including shortages which result from the furnishing of water from the Reservoir for the purposes set forth in Article 5.i. above. Such rules, regulations, and procedures may require industrial contractors to pay for that amount of water set forth in the revised schedule referred to in Subarticle 7.a. above whether or not the Contractor requests delivery of the water. In administering shortage conditions, the Contracting Officer reserves the right, during the shortage period, to limit the amount of water available for delivery under this contract to the amount specified in the revised schedule set forth in Subarticle 7.a. above. Should any revised schedule require less than the total amount of water under contract to meet all reasonably expected demands, the Contracting Officer reserves the right to use all or any portion of the water not so scheduled by the Contractor for redistribution to mitigate the effects of the shortage. Whenever water is requested for delivery by the Contractor and is not delivered by the Contracting Officer, the Contractor's payments shall be reduced accordingly. Any rules, regulations, or procedures established by the Contracting Officer to administer shortages shall be provided to the Contractor in writing. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising out of such shortage.

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c. It is recognized by the parties to this contract that the United States shall operate and maintain the Reservoir in accordance with the provisions of S. Doc. 80, particularly the requirement to make water available at such times and for such uses and purposes as are set forth therein. It is also recognized by the parties hereto that the United States may be required to furnish water for the purposes stated in Article 5.i. above. Should the United States determine that the industrial water service contracted for herein is required to meet obligations of the United States under S. Doc. 80, or those stated in Article 5.i. above, the Contracting Officer shall have the right to reduce industrial water service by the amount needed to meet such obligations. Should such reduction be necessary, deliveries to all Category B industrial contractors shall first be reduced on a pro rata basis up to 100 percent of their respective contracted amounts. If additional reductions are necessary, then deliveries to all Category A industrial contractors shall be reduced on a pro rata basis up to 100 percent of their respective contracted amounts. In the event it is necessary to reduce industrial water service on a continued or permanent basis, all contracts for industrial water service so reduced shall be amended to reflect such reductions and corresponding reductions in the Contractor's payments. However, in the event that a Court of competent jurisdiction subsequently rules that S. Doc. 80 does not require the industrial water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and the requirement for the reductions in industrial water service required by this Subarticle 7.c. shall no longer apply.

TERMINATION OF THE CONTRACT OR ADJUSTMENT IN THE CONTRACTED
SERVICE

8. a. Notwithstanding the provisions of Article 8.c. below, the United States may, at any time, terminate this contract and cease water service hereunder for failure of the Contractor: to make payments as required by this contract; to abide by the terms and conditions of this contract; or to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a law, rule, or regulation of the United States or the State of Colorado directly relating to and affecting water service hereunder; Provided, That this contract shall not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice to correct the problem.

b. The Contractor may terminate the contract or reduce the amount of water contracted for herein on July 1 of any year by giving written notice to the Contracting Officer at least 90 days prior to that date.

c. After 5 years from the date of execution of this contract, the United States may terminate this contract or adjust the amount of water service provided for in Article 3 if all of the following conditions are met:

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(1) The Contracting Officer has determined, after consultation with the Contractor, that the Contractor has not yet made and is not capable of making, during the remaining term of the contract, beneficial use of the water service contracted for herein, and that the Contractor has no reasonable and legitimate future beneficial use for the water;

(2) The Contracting Officer has provided evidence to the Contractor that the United States has requests from other users to make, and who are capable of making, beneficial use of all or a portion of the water service contracted for herein;

(3) There is no other water available from the marketable yield of the Reservoir to fulfill such requests from other users; and

(4) The Contracting Officer has given written notice to the Contractor at least 1 year in advance of the proposed termination or adjustment.

A Contractor shall be considered capable of making beneficial use of the contracted water service if such water will serve future growth or development; Provided, That the projections for such future growth or development are, in the judgment of the Contracting Officer, supported by credible development plans and/or growth projections.

d. The amount of water service contracted for in Article 3 above may also be adjusted, as determined necessary by the Contracting Officer, to provide for the furnishing of water for the purposes set forth in Article 5.i. above.

e. In the event the contracted service is reduced by the Contractor or the United States pursuant to Subarticles 8.b., 8.c., or 8.d. above, then the annual water service charges set forth in Article 4 shall be reduced accordingly.

ENVIRONMENTAL COMPLIANCE

9. a. NEPA compliance for the cumulative environmental impacts associated with the marketing of water from Green Mountain Reservoir is documented in the "Green Mountain Reservoir, Colorado Water Marketing Program, Final Supplement to the Final Environmental Impact Statement, Colorado-Big Thompson Windy Gap Projects, Colorado" (EIS-88-10). NEPA compliance for the site-specific impacts associated with the Contractor's use of the water pursuant to this contract are documented in Categorical Exclusion Checklist (CEC) No. ECAO 97-67. NEPA compliance for this contract has resulted in a requirement to implement certain measures to avoid, minimize, or mitigate the environmental impacts associated with the Contractor's use of the water pursuant to this contract. These requirements are described in Exhibit B attached hereto and by this reference made a part hereof, and the Contractor agrees to abide by and comply with the terms and conditions stated therein.

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b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA compliance that may be necessary as the result of these changes and any mitigation measures which may be required by the United States as the result of such changes. All costs associated with such additional NEPA compliance, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall not be liable for the payment of any costs associated with the preparation of EIS-88-10 for the Reservoir water marketing program and costs associated with the "Biological Opinion Round II Water Sale from Rucdi Reservoir and Green Mountain Reservoir Water Sale."

NOTICES

10. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Bureau of Reclamation, Great Plains Region, P.O. Box 36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Contractor, EVSD, LLC, 1051 CR 111, Carbondale, Colorado 81623. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ASSIGNMENT OF THE CONTRACT

11. a. The United States reserves the right to enter into agreements with third party agents for administration of this contract; Provided, That such agreements shall not adversely affect the rights of the Contractor under this contract.

b. No assignment or transfer of this contract or any rights or interests therein shall be valid until approved in writing by the Contracting Officer; Except, That this contract may be assigned by the Contractor without the prior approval of the Contracting Officer where such assignment is to any affiliate of the Contractor or to any successor owners of the facilities for which the water is being furnished; Provided, That any such assignee assumes all obligations of the Contractor and uses the water contracted for herein in the same location, manner, and times for the purposes contemplated by the Contractor under this contract.

c. For purposes of this article, an "affiliate" of a corporation or entity shall be deemed to include any corporation or entity which is controlled by, is under common control with, or controls said corporation or entity.

CHANGE IN CONTRACTOR'S ORGANIZATION

12. The Contractor shall notify the Contracting Officer whenever there is any change in the Contractor's organization through dissolution, consolidation, merger, or otherwise.

CONTRACT NULL AND VOID IF OPERATING POLICY RULED INVALID

13. In the event the Operating Policy is ruled invalid by a Court of competent jurisdiction, this contract shall become null and void. Should a Court of competent jurisdiction require such modification of the Operating Policy as in the Contracting Officer's judgment would substantially affect the ability of the United States to perform its obligations under this contract, then this contract may be terminated at the option of the Contracting Officer.

STANDARD CONTRACT ARTICLES

14. The standard contract articles applicable to this contract are listed below. The full text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

a. Charges for Delinquent Payments

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- b. General Obligation--Benefits Conditioned Upon Payment
- c. Contingent on Appropriation or Allotment of Funds
- d. Officials Not to Benefit
- e. Books, Records, and Reports
- f. Compliance With Reclamation Laws
- g. Quality of Water
- h. Water and Air Pollution Control
- i. Water Conservation
- j. Equal Opportunity
- k. Compliance With Civil Rights Laws and Regulations
- l. Privacy Act Compliance
- m. Uncontrollable Forces

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

THE UNITED STATES OF AMERICA

By [Signature]

Regional Director
Bureau of Reclamation
Great Plains Region

For

EVSD, LLC

By [Signature]
David W. Hicks

General Manager
Title

EXHIBIT A

CONTRACT NO. 9-07-60-W0734

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed

for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any water rates due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of water rates as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, project operation, maintenance and replacement logs, and project land and right-of-way use agreements; the water users' land-use (crop census), landownership, land-

leasing and water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by the contract.

F. COMPLIANCE WITH RECLAMATION LAWS

The parties agree that the delivery of irrigation, municipal-domestic, or industrial water and the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

Within 18 months of the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals following the acceptance of the Contractor's program, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based upon the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary

of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials

of the United States to inspect premises, programs, and documents.

3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. PRIVACY ACT COMPLIANCE

1. All contractors purchasing water for irrigation use are subject to the provisions of this article. The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.10.

2. With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining

the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

3. The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

4. The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64, and amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

5. The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64, and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.10, unless the requester elects to cite the Privacy Act as authority for the request.

M. UNCONTROLLABLE FORCES

Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

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EXHIBIT B

CONTRACT NO. 9-07-60-W0734

ENVIRONMENTAL COMPLIANCE

1. The site specific National Environmental Policy Act (NEPA) compliance for water service pursuant to this contract was evaluated and documented by Categorical Exclusion Checklist (CEC) No. ECAO-97-67. This CEC is for the release of up to 16 acre-feet of municipal/domestic water annually from Green Mountain Reservoir in connection with Eagle View Subdivision, an 80 single family unit subdivision, for in-house domestic use and lawn and garden irrigation within a portion of Section 3, T. 6 S., R. 92 W., sixth principal meridian, First Mesa Addition to Town of Silt. Green Mountain water pursuant to this contract will be used to replace out-of-priority water depletions to senior water rights on the Colorado River downstream of the Town of Silt's existing water system. Diversions will be made from the Colorado River through the Town of Silt's existing water system. Return flows will be from sprinkler irrigation and from the town's wastewater treatment system.

a. The delivery of water pursuant to this contract is subject to Colorado Water Conservation Board minimum instream flow appropriations. In the event the Colorado Water Conservation Board acquires an instream flow decree in the Colorado River adjacent to or immediately downstream of the Town of Silt's existing water system, site specific compliance with NEPA may be reevaluated and this Exhibit B amended to comply with State instream flow requirements.

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b. The Contractor agrees to comply with all the requirements of Section 404 of the Clean Water Act including completion of the appropriate 404 compliance prior to construction of any facilities that may be necessary for the use of Green Mountain water pursuant to this contract.

c. The Contractor shall submit an annual report on or before November 30 for the previous 12-month period from November 1 through October 31, which shows the time, amount, minimum, and maximum daily water diversions when water is used pursuant to this contract.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 8, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Water Plant Construction Update – Dan Galvin with Garney

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Dan Galvin with Garney will be present to provide the Board with an update on the water plant construction project

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY:

PRESENTED BY:

DOCUMENTS ATTACHED:

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk, CMC

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 8, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Interview for VALE Board vacancy

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

RECOMMENDATION: Staff asks that the board interview Becky Ross for one of the two vacancies on the VALE Board

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The VALE Board currently has two open positions due to the recent resignation of one member and a second member who chose not to re-apply at the end of her term. The town has only received one application so far and Ms. Ross will be present Monday night to meet the Board and be interviewed. The Board will then have the option of appointing her to the vacancy.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Sheila McIntyre

DOCUMENTS ATTACHED: Application from Becky Ross

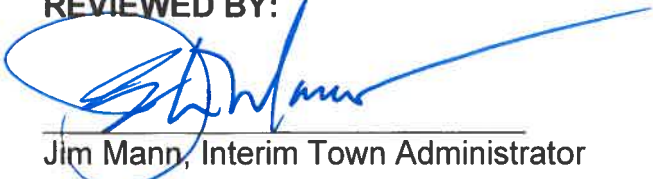
TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk, CMC

REVIEWED BY:



Jim Mann, Interim Town Administrator



Application for Commission or Board Appointment

On which of the Commissions or Boards are you interested in serving on?

Planning & Zoning Commission VALE Board Board of Trustees

Is this a reappointment request? No If yes, how long have you served? _____

NAME: Becky Ross

ADDRESS: 1210 Charlin Ave., Silt, CO 81652

MAILING ADDRESS: same

CONTACT PHONE: 970-618-4879 WORK PHONE: N/A

EMAIL ADDRESS: becky81652@msn.com

HOW LONG HAVE YOU LIVED IN SILT? 33 yrs OCCUPATION: retired

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

Becky Ross
Applicant's Signature

3-15-24
Date

1. Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Board?

I was employed by the State of Colorado Judicial Department from 2003-2021, serving as the Clerk of the Garfield County Associate Court from 2013-2021. I have an understanding of the importance of the availability of victim/witness assistance funds and the responsibilities attached to dispersing those funds.

2. Why do you wish to be appointed/reappointed to this Commission or Board?

Since my retirement in 2021, I have been open to more volunteer opportunities and would welcome the chance to make a difference in our community.

3. Are you aware of the time commitment and do you have the personal time to devote to this Commission or Board?

Based on the information provided on the Town of Silt website, I do have the time and desire to volunteer for the VALE board.

4. The Board of Trustees strives to keep a balance of knowledge and new opinions and ideas on all boards. What makes you a good candidate for reappointment rather than bringing in a new person? (for those seeking reappointment only)

5. What other Boards have you served on?

None recently. I am, however, very familiar with meeting processes and protocols, as well as reviewing applications. I currently volunteer locally with the Pauline S.Schneegas Wildlife Foundation.

QUESTIONS FOR PLANNING & ZONING AND BOARD OF TRUSTEE CANDIDATES ONLY

6. If appointed, what would you like to accomplish on the Commission or Board while you're involved?

7. What do you believe could be a concern or issue facing this Commission or Board?

8. What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?

Thank you for your interest and time commitment in serving your community.

BOARD OF TRUSTEES REGULAR MEETING
April 8, 2024

AGENDA ITEM SUMMARY

SUBJECT: Town Manager Resume Rating Discussion

PROCEDURE:

The purpose of this discussion is to present recommendations to the Board for a process by which to review candidates for the position of Silt Town Manager.

BACKGROUND OF SUBJECT MATTER:

Co-consultant Bill Efting and I have been working together recruiting appropriate candidates for this position and on developing selection process material. The recommended process and materials are among the best practices in use and will be presented at Monday night's executive session.

SUMMARY:

On Monday night, Trustees will be presented with selection materials to aid in reviewing the resumes of candidates for the position. The materials include:

- Recruitment Process Outline
- Position Description
- Recruiting Brochure/Profile
- Resume Review Exercise Description
- Resume Review Dimensions
- Resume Review Scoring Sheet
- Performance Ratings Description

I will lead the Board through the justification for the use of this method and how to use the materials. Town Clerk Sheila McIntyre will likely be able to distribute a binder containing these materials and the candidate submittals, to include cover letters and resumes.

Below, Trustees will find the existing recruitment and selection schedule, understanding that this is not definitive, as changes may need to be made. While we may have some discussion of this schedule on Monday night, we will be prepared to have a more robust conversation on Monday, April 15 at our special executive session.

- Schedule
 - April 8: Applications Closed
 - April 8: Executive Sessions Discussion
 - Resume Review Procedure
 - Additional Assessment Exercises
 - April 9: Distribute candidate packet for BoT review
 - April 15: Special Executive Session: Selection of Finalists
 - May 6-7: Interviews; Getting to know Finalists

- Mid-May: Due Diligence on top Finalists
- Late May: Extend job offer
- June 29: First day of work

ORIGINATED BY: Jeff Layman, Special Projects Manager

PRESENTED BY: Jeff Layman, Bill Efting

TOWN ATTORNEY REVIEW: / x / Yes / / No

SUBMITTED BY:

REVIEWED BY:

Jeff Layman
Jeff Layman, Special Projects Manager

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 8, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Resolution 24-17, Resolution Declaring the Town of Silt, Colorado as a Non-Sanctuary Community, Setting Priorities and Expectations in Response to Immigration Influx

PROCEDURE: Action Item

RECOMMENDATION: Approve

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Prior to the March 25, 2024 Board of Trustees meeting, Mayor Pro-Tem Hanrahan requested that a discussion be placed on the agenda to determine the Town's position related to providing services to those illegally in the country. Communities that have declared themselves as a "sanctuary community" essentially take the position that they will limit their cooperation with federal immigration authorities, limits or fails to provide information about immigration status, and limits the length of immigration detainers. This position has resulted in significant resource allocation by sanctuary communities to provide services to these individuals.

At the March 25, 2024 meeting, Trustees discussed the various aspects of illegal immigration on small communities, highlighting the difficulties that it would place on the Town's limited resources. Following discussion, the Board directed that a resolution be drafted that would identify the Town as a Non-Sanctuary Community.

Resolution 24-17, if approved by the Board of Trustees would declare that the Town of Silt makes a declaration that it is not a sanctuary community and will not provide services, other than those of an emergency nature, to migrants and/or undocumented immigrants that may arrive in Town.

The Resolution further highlights two sections of Town Code that on the periphery address public space camping and use of camping structures on residential properties that would continue to be enforced in the Town's Code Compliance/Enforcement efforts.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE:

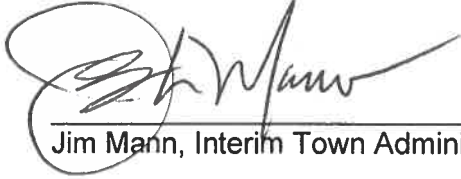
ORIGINATED BY: Mayor Pro-Tem Hanrahan

PRESENTED BY: Interim Administrator Mann

DOCUMENTS ATTACHED: Resolution 24-17

TOWN ATTORNEY REVIEW [] YES [] NO INITIALS _____

SUBMITTED BY:



Jim Mann, Interim Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
RESOLUTION NO. 17
SERIES OF 2024**

A RESOLUTION DECLARING THE TOWN OF SILT, COLORADO, AS A NON-SANCTUARY COMMUNITY, SETTING PRIORITIES AND EXPECTATIONS IN RESPONSE TO IMMIGRATION INFLUX

WHEREAS, The Board of Trustees of the Town of Silt, Colorado, is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the City’s Home Rule Charter approved by the electors; and

WHEREAS, a “Sanctuary City” is a jurisdiction that limits cooperation with federal immigration authorities, limits or fails to provide information about immigration status and limits the length of immigration detainees; and

WHEREAS, certain municipalities have declared themselves a Sanctuary City have seen significant increases to their budgets and costs to the public; and

WHEREAS, these Sanctuary Cities face an accelerated budget shortfall and agency budget cuts to fund migrant services; and

WHEREAS, the healthcare services in these Sanctuary Cities have seen thousands of migrant patients in the past year, costing millions of dollars in unreimbursed care; and

WHEREAS, the schools that serve Sanctuary Cities schools face a significant shortfall in funding due to the continuous influx of migrants; and,

WHEREAS, The Town supports legal immigration into the United States; and,

WHEREAS, The Town neither has the financial resources nor the physical and operational infrastructure to address the human needs an influx of migrants, whether legal or illegal, would place on the community; and,

WHEREAS, The schools serving the Town do not have unlimited resources; currently, RE-2 is 166th out of 178 Colorado school districts in terms of per-pupil funding; and,

WHEREAS, the Town of Silt Municipal Code, Section 8.24.070 identifies that camping in all zoning districts is prohibited, including governmental buildings, public places, parks, and open spaces, however camping is allowed in residential districts up to 14 days in a 365-day calendar year; and

WHEREAS, the Town of Silt Municipal Code, Section 17.68.060 related to Recreation Vehicle Parking and Use, limits the use of a Recreational Vehicle as a domicile to not more than 14 days in a 365-day calendar year.

NOW, THEREFORE, BE IT RESOLVED that the Town of Silt Colorado declares that the Town is not a sanctuary community and will not directly open shelters or provide services, other than emergency services, to migrants and/or undocumented immigrants that may arrive in the Town.

BE IT FURTHER RESOLVED that the Town of Silt, Colorado will continue to monitor and enforce Town of Silt Municipal Code Sections 8.24.070 related to camping in any zoning district and Section 17.68.070 related to Recreation Vehicle use in the residential zoning districts.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 8th 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 8, 2024**

AGENDA ITEM SUMMARY

SUBJECT: 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

PROCEDURE: Public Hearing

RECOMMENDATION: Approve

SUMMARY AND BACKGROUND OF SUBJECT MATTER: With the departure of Administrator Layman and Public Works Director Fonner new signatories for the WTP project need to be formally identified as required by the Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority. The proposed Ordinance No. 5, Series 2024 designates Town Clerk Sheila McIntyre and Town Treasurer Amie Tucker as authorized representatives, and any successor appointed by the Town to fill their position.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: March 25, 2024

ORDINANCE SECOND READING DATE: April 8, 2024 (Pending)

RESOLUTION READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Jim Mann, Interim Administrator

DOCUMENTS ATTACHED: Ordinance No. 5, Series 2024

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

SUBMITTED BY:



Jim Mann, Interim Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
ORDINANCE NO. 5
SERIES OF 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.**

WHEREAS, the Town of Silt, Colorado (the “Town”), is a municipal corporation duly organized and operating as a home-rule municipality under its Town Charter and the Constitution and laws of the State of Colorado (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, under Section 8-19 of the Charter, the Town may, subject to any applicable limitations in the Colorado Constitution, borrow money and issue securities or enter into other obligations to evidence such borrowing in any form and in any manner determined by the Board of Trustees to be in the best interests of the Town; and

WHEREAS, the Board is acting hereunder as the governing body of the Enterprise; and

WHEREAS, the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State, has established and administers a Drinking Water Revolving Fund (“DWRF”) to enable the State to comply with the provisions of the federal Safe Drinking Water Act of 1996, as amended; and

WHEREAS, on August 23, 2023 the governing body of the Colorado Water Resources and Power Development Authority (the “CWRPDA”) approved the Town for a Drinking Water Revolving Fund (the “DWRF”) loans (the “Loan Agreements”) comprised of the following:

- (i) a DWRF loan in the approximate total amount of \$15,605,000 plus allocable cost of issuance, for a term of 20 years; and
- (ii) DWRF Disadvantaged Communities Program direct loans in the approximate principal amount of \$12,834,82; and

WHEREAS, the terms of the CWRPDA loans are set forth in Loan Agreements; and

WHEREAS, the Board of Trustees and the Town executed the Loan Agreements, and the Bonds were issued by the CWRPDA; and

WHEREAS, the two Loan Agreements state in their respective Exhibit B, that the Authorized Officer(s) of the Town are Jeff Layman, Town Administrator, and Trey Fonner, Public Works Director; and

WHEREAS, as a result of Town staff turnover, the Board of Directors for the Town desires to designate and authorize different full-time employees of the Town to be the Authorized Officer(s) to coordinate with the Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority regarding financial matters.

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

Section 1. Authorized Officers. Pursuant to Exhibit B of the Loan Agreements, the Town Clerk, Sheila McIntyre or her successor, and the Town Treasurer, Amie Tucker or her successor, are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan Agreements, including the requisition of funds as set forth in the Loan Agreements, and to execute all documents and certificates necessary or desirable to effectuate the needs of the Town as required by the Loan Agreements. The Town hereby removes Jeff Layman and Trey Fonner as the Authorized Officer(s) designated in the Loan Agreements between the Town and the CWRPDA.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this 25th day of March 2024, at 7:00 p.m. in the Town Hall, Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED, following a continued public hearing this 8th day of April 2024.

TOWN OF SILT, COLORADO

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 8, 2024**

AGENDA ITEM SUMMARY

SUBJECT: 2024 Parks Planning Update

PROCEDURE: Information Item

RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In 2021 the Town completed a two-year process to develop a Parks & Recreation Master Plan with the goal of creating spaces and building community. Throughout the process, a number of goals were defined that were compartmentalized as follows:

1. Conservation
2. Health, Safety, and Lifestyle
3. Community Building

At the conclusion of the planning process, the end priorities for the coming years were the following:

- Maintain and improve existing parks and facilities
- Expand youth sport programs and facilities
- Combine Community events and improve planning
- Allocate funds for a Community Recreation Center
- Develop design standards and guidelines to reflect community identity
- Conserve natural areas and open space

Attached you will find a general work plan for the next several years related to park improvements/expansions/etc.

One consideration that will require additional discussion by this body is the disposition of Domelby Park (Center Townhomes). There have been historic issues with the park in terms of Town staff's ability to maintain the park as no dedicated parking or access is available to the general public. Also, if cars are parked adjacent to the park area, it is impossible for Town staff to access the park to maintain it, and the local residents do not follow the Town's pet waste rules in cleaning up after their pets. Further, there is question as to whether the park has been dedicated to the Town in a proper manner. Therefore, we believe discussion should take place with the Home Owners Association that would take us in one of two directions:

1. The Home Owners Association designates at least two parking stalls for park patrons only, an additional space to remain a no parking zone to ensure access

to the park, remove any signs that the park is for Center Townhome residents only, install a pet waste station, and properly deed and/or convey the park to the Town of Silt (requires acceptance by the Town)

2. Relinquish any claim to the park and cease maintenance of the park facilities.

A second consideration is whether Hairpin Park would fall into the same discussion as there is no access to that park either. Hairpin Park may be more of a simple cease maintaining it as a park and only treat it as "open space" or perhaps it would be another situation where the park is either deeded back to whom gave it to the Town, or split between adjacent property owners.

Based on the above, a meeting of the Park and Recreation Committee should be convened to further explore the disposition of the two parks and creation of a north side dog park/exercise area.

FUNDING SOURCE: TBD on an annual basis

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Jim Mann, Interim Town Administrator

DOCUMENTS ATTACHED: 2024 Park Improvement Work Plan

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

SUBMITTED BY:



Jim Mann, Interim Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

2024 Park Improvement Plan

Year of work	Park	Improvements	Budget
2024	Stoney Ridge	Install a kiosk similar to the Veteran's Park kiosk	
	Island Park	Install a kiosk similar to the Veteran's Park kiosk	
	Tara Park	Install concrete pad under shelter Install fall protection	2023 Materials
	Spruce Meadows	Replace basketball goal	
	Community Park	GOCO Grant Community Outreach Develop 30% and 100% Designs Bid Project	
	Veteran's Park	Contract w/DHM to plan park update	
2025	Community Park	Park Refurbishment <ul style="list-style-type: none"> Pickle Ball Volleyball Update play structures 	\$1,200,000 total \$900,000 GOCO Grant
	Veteran's Park	Park Upgrade <ul style="list-style-type: none"> Remove gazebo? Band Shell? Expand Shelter? 	\$400,000
	Camarillo Park	Develop Green Space Plan Soccer Field Play area	
2026	Flying Eagle Park	Install fall protection Additional play structure (different age group)	
2027			
2028	Tara Park	New playground equipment w/fall protection	
Unspecified	North side dog park		



Date: April 8, 2024

To: Mayor Richel & Board of Trustees

From: Jim Mann, Interim Town Administrator

A handwritten signature in black ink, appearing to be "JM", is written over the name "Jim Mann" in the "From:" field.

Subject: Staff Report

Activities and initiatives:

Getting to know the Town Employees: Over the past couple of weeks, have been sitting down with individual employees, groups of employees, and starting ride-alongs with the police department. Goal of these meetings is to a) get to know the employee group, b) have the employees get to know me better, c) get a sense of what is working, d) get a sense of problem areas and e) discover any gaps in our operations.

Getting to know the Town Board: Similar to the meetings with the Town employees, I have also been meeting with each Town Board member to understand how and why each of you moved into politics, what each of the board members believe is the main asset of the organization, and initiatives/changes that you would like to see in the Town.

Broadband Internet Service Providers: Town Clerk McIntyre and me sat in on interviews for a broadband internet service provide to move the broadband project into the next phase. The goal is to identify one or more ISPs to work on expanding broadband, and internet competition, into the towns. At this time no decision has been made on one or more providers to move forward with.

Space Needs Analysis: Working with the Town staff, developed a generic plan to move forward with build-out project to address short-term space issues within Town Hall. The project will likely include converting the old ambulance bays into usable office space to be divided between Community Development and the Police Department.

One significant difficulty will be addressing accessibility to the future Community Development space, which will require some reconfiguration and installation of a lift to bring people up to the ambulance bay level.

Mayor Richel & Board of Trustees
Interim Administrator Report
April 8, 2024

The next step will be to have some basic drawings prepared in-house that we can then share with a structural engineer. Following working with the structural engineer, we will obtain pricing, etc. for the necessary components. Much of the construction work will not begin until after the summer and be wrapped up in the winter.

This build-out is a band-aid at best for not only the police department, but also the overall Town Hall. While would address the basic accessibility issues with a lift to the converted ambulance bays, it does not address the difficulty of a building with additional multiple levels.

Future Public Safety Space Needs Discussion: Opened a discussion with Chief Sackett to begin earnestly looking at the potential for a joint public safety facility. In kicking off a more thorough evaluation of public safety facility needs, we are looking at the potential of sending a representative to a conference May 21-23 in Glendale, AZ to begin the process of understanding trends in station design, etc.

Also, plan for a discussion during the work session April 22 to review current facilities shortcomings and future needs. At this point we are looking at formally requesting allocation of resources to undertake a joint space needs and siting study in June that will evaluate stand-alone stations as well as a joint public safety facility. At a future meeting, we would plan a joint meeting between representatives of the Fire District and Town Board to discuss the opportunity, benefits, and challenges of undertaking a joint space needs study and potential joint facility partnership.

Colorado River Valley Economic Development Partnership (CRVEDP): See article –

[Along the Colorado River: Where community blossoms and the economy grows | News | aspendailynews.com](https://www.aspendailynews.com)



Date: April 1, 2024

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

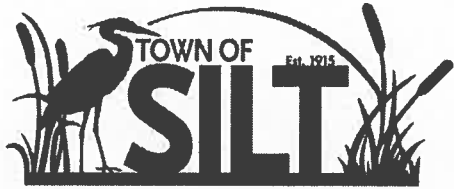
Re: Staff report for March 2024

Town Clerk duties:

- Public notices to newspaper
- Attended ground breaking ceremony for WTP
- Attended HR sub-committee meeting
- Prepared resolution for packet
- Attended staff meetings
- Attended State of the Community luncheon
- Prep for Jeff's retirement party
- Signed paychecks and A/P checks
- Misc research for various staff members and Attorney
- Customer service
- Major purging of old records
- Prepared and sent out BOT packets, attended and followed up on meetings, work sessions, and transcribed minutes
- Picked up food for BOT meetings
- Index filing
- Ran errands: Bank, picked up food for work session, Post Office, Micro Plastics
- Prepared directives list
- Processed background checks on seasonal employees
- Attended four broadband interviews hosted by GarCo
- Attended Heyday meeting
- Sent cemetery map changes in for revised maps
- Met with Jim and Amie
- Attended conference call with Jim and Attorneys re: Green Mtn contract
- Attended meeting with Paula Stepp (MCWC) and staff re: updates

Municipal Court & Police Dept. duties:

- Working with associate prosecutor on case
- Prepared appearance bonds for jail
- Input tickets and payments
- Sent outstanding court cases to collections
- Prepped for and attended court
- Ordered bling for police department
- Ordered business cards for officer
- Prepared for court and provided notes to Prosecutor
- Processed plea deals approved by Judge
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Processed court files after court with Judges' orders
- Prepared Appearance Bonds for jail
- Filing



Public Works Department
Joe Lundeen
Public Works Director

Memo

To: Jim Mann, Town Administrator

From: Joe Lundeen, Public Works Director

Cc: File

Date: 04/01/2024

Subject: Public Works Department Report

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

- ❖ **Finish swings pond 2 at SRP**
- ❖ **Pour concrete for swings by river at SRP**
- ❖ **Pour concrete for observation deck at SRP**
- ❖ **Remove fallen tree at Island Park**
- ❖ **Service all town trucks**
- ❖ **Install crosswalk lights at 7th and Main St.**
- ❖ **Pick up new town truck from Grand Junction**
- ❖ **Close all irrigation drain valves thru town**
- ❖ **Repair ditch bank at 13th and Home Ave.**
- ❖ **Remove lights on Main St.**
- ❖ **Change out banners on Main St.**
- ❖ **Finish vendor parking at Stoney Ridge Ballfield**
- ❖ **Repair east bulk water**

Water/wastewater

- ❖ **Sewer main jetting in Flying Eagle and Stoney Ridge subdivisions**
- ❖ **Clean out KOA lift station**
- ❖ **Lift inspections**
- ❖ **New camera for microscope**
- ❖ **Metter read/door hangers and shutoffs**

- ❖ **Start new water line for new water plant**
- ❖ **Produce Bio Solids as needed**
- ❖ **Daily and weekly and monthly lab work**
- ❖ **Collect samples to send to state**

Charging Station

- ❖ **6 Vehicles**
- ❖ **8 charging sessions**
- ❖ **\$21.98 collected for use**

Bulk Water Numbers

- ❖ **86,516 Gallons of water through coin operated system**
- ❖ **30969 Gallons of water through commercial stations**

Public works director

- ❖ **Weekly staff meeting**
- ❖ **Inspections**
- ❖ **Daily meet with Garney and K5 at water plant**
- ❖ **7th street Boer project**
- ❖ **Family dollar walk through**
- ❖



TOWN OF SILT
STAFF REPORT

Date: March 31, 2024

To: Mayor and Board of Trustees

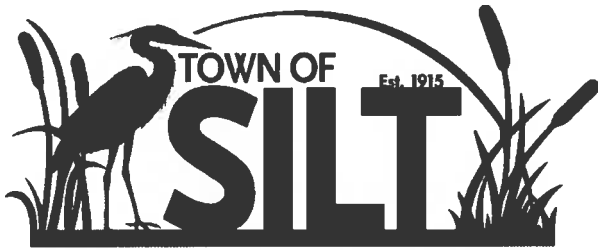
From: Amie Tucker, Treasurer

Tasks Completed in March

- Bulk Water
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Grant Management
- Monthly Disbursements
- Weekly Staff Meetings
- Zoom meeting hosting for Board meetings
- Senior Advisory Board Meeting
- Yearly HUTF report compiled and submitted to the state
- Parks planning meeting
- HR Subcommittee meeting
- Meeting with Interim Town Administrator
- Planning for the Future of Older Adults Meeting
- CIRSA Audit

On March 10, 1876, Bell used "the instrument" in Boston to call Thomas Watson who was in another room but out of earshot. He said, "Mr. Watson, come here – I want to see you" and Watson soon appeared at his side.

A handwritten signature in blue ink, consisting of a large, stylized 'O' followed by a series of loops and a long, sweeping tail that extends towards the top right of the page.



Community Development Department

MEMORANDUM

TO: Jim Mann, Town Administrator
FROM: Nicole Centeno, Community Development Manager
DATE: March 2024 – April 2024

Building Department

- * Zoning & Building Reviews
- * Inspections - 43 in March
- * Contractor Licensing- 12 New / 182 YTD
- * BEST Tests- 8 New / 20 YTD
- * Miscellaneous Permits – 8 New / 34 YTD
- * Excavation Permits- 5 New / 13 YTD
- * Single Family Permits – 1 New / 6 YTD
- * Commercial Building Permit- 0 New / 0 YTD
- * Stop Work Orders
- * Building Code First Phase Implementation

Administration

- * Staff Meetings
- * LED/Community Engagement/Communication
- * Business Licenses- 114 YTD
- * Customer Service (Calls, Emails, Walk-ins)
- * Facility Rentals
- * Office/File Organization
- * P & Z Meetings and Minutes
- * Website Management
- * Social Media Management
- * Vendor's Licenses- 1 YTD

Recreation

- * Online Registration Portal
- * Spring Soccer
- * Baseball Registration

Code Enforcement

- * Non-Compliant Business Licenses
- * Commercial Compliance (Building/SIA)
- * Utility / Drainage Easements

Subdivisions/Work In Progress

- * Stoney Ridge 2
(Pending Applicant Phasing Plan)
- * Camario Phase 2
(Site Work is permitted and under construction)
- * River Trace
(2 Buildings Received C.O.; 3 more under excavation)

Land Use/Planning & Zoning

- * Marioni Annexation- Approved
- * Coats Lot Line Adjustment- P&Z Approved
- * Laestadian Annexation- Sub Compliance Approved
- * The Bank Site Plan Review- Needs to Re-Notice
- * Murrieta Food Truck Site Plan- Waiting on Applicant
- * River Run Storage Site Plan- Pending

Special Events- Current & Future Planning

- * 2024 Event Calendar
- * Easter Egg Hunt
- * All Event Prep (Booking Bands Etc..)

- * Code Enforcement Complaints
- * Construction w/o Permit (Stop Work Order)
- * Mixed Use Buildings Enforcement



April 4, 2021
Use

News You Can

Town Hall Hours Are Changing

IMPORTANT NOTICE

BEGINNING **APRIL 1ST** TOWN HALL HOURS WILL BE AS FOLLOWS:

Monday–Thursday 7:30 am to 5:30 pm
Friday 8:00 am to Noon

BEGINNING **APRIL 29TH** TOWN HALL HOURS WILL BE AS FOLLOWS:

Monday–Thursday 7:00 am to 5:30 pm
Friday Closed



CONVENIENT PAYMENT METHODS:

Drop Box for after-hours located on the building to the left of Town Hall's main entrance.
Online payments make payments through Express Bill Pay; link located on Town of Silt website.

Expanding Office Hours to meet customers' needs both in person & by phone. Contact Town Hall at (970) 876-2353.

AVISO IMPORTANTE

A PARTIR DEL **1 DE ABRIL**, EL HORARIO DEL AYUNTAMIENTO SERÁ EL SIGUIENTE:

Lunes a jueves de 7:30 a.m. a 5:30 p.m.
Viernes 8:00 am al mediodía

A PARTIR DEL **29 DE ABRIL**, EL HORARIO DEL AYUNTAMIENTO SERÁ EL SIGUIENTE:

Lunes a jueves de 7:00 a.m. a 5:30 p.m.
Viernes Cerrado



MÉTODOS DE PAGO CONVENIENTES.

Buzón para fuera del horario de atención ubicado en el edificio a la izquierda de la entrada principal del Ayuntamiento.

Pagos en línea Realice pagos a través de Express Bill Pay, enlace ubicado en el sitio web de Town of Silt.

Ampliar el horario de oficina para satisfacer las necesidades de los clientes tanto en persona como por teléfono. Comuníquese con el Ayuntamiento al (970) 876-2353.

The GOCO Board Just Approved its Largest-Ever Slate of Investments Totaling \$117,151,438 for Partner-Led Conservation, Recreation, and Outdoor Access Efforts Statewide.



The Base Programs awarded \$7,057,688 in grants which includes a Community Impact grant to the Town of Silt for its Community Parks Renovation Project for \$900,000.00. This grant will help fund the complete reconstruction of Community Park. This park is one of Silt's larger parks and is situated in the center of Town on one of the main roads in Silt. With this project we are looking to expand the playground area and make it handicap accessible. The Town will also take out the tennis courts and reconstruct them. Making this area bigger to house one tennis court and 4 pickle ball courts. The beach volleyball court will be moved to another location in the park and rebuilt. The basketball court will be reconstructed as well with new goals. In addition to all of the this the Town plans to add a walking path that will circle in the park and put in 3 corn hole lanes. The plan also calls out to put in bathrooms and 2 smaller picnic shelters and one larger shelter to cover up to 8 picnic tables.

La Junta Directiva de GOCO acaba de aprobar su lista de inversiones más grande de la historia, por un total de \$117,151,438 para esfuerzos de conservación, recreación y acceso al aire libre dirigidos por socios en todo el estado.

Los Programas Base otorgaron \$7,057,688 en subvenciones, que incluyen una subvención de Impacto Comunitario a la Ciudad de Silt para su Proyecto de Renovación de Parques Comunitarios por \$900,000.00. Esta subvención ayudará a financiar la reconstrucción completa del Parque Comunitario. Este parque es uno de los parques más grandes de Silt y está situado en el centro de la ciudad en una de las carreteras principales de Silt. Con este proyecto buscamos ampliar la zona de juegos infantiles y hacerla accesible para discapacitados. El Ayuntamiento también sacará las canchas de tenis y las reconstruirá. Haciendo esta área más grande para albergar una cancha de tenis y 4 canchas de pickle ball. La cancha de voleibol de playa se trasladará a otro lugar en el parque y se reconstruirá. La cancha de baloncesto también será reconstruida con nuevas porterías. Además de todo esto, la ciudad planea agregar un sendero para caminar que rodeará el parque y colocará 3 carriles de hoyos de maíz. El plan también pide que se coloquen baños y 2 refugios de picnic más pequeños y un refugio más grande para cubrir hasta 8 mesas de picnic.

Silt Police Department to Enforce Dog Leash and Waste Laws



As Spring has sprung and we are all getting outside more, a reminder the Silt Municipal Code requires that dogs be leashed while in public spaces and all dog waste must be picked up. Also, except for the Town's designated dog park, located within the Silt Island Park, dogs are also only allowed on the trails and the sidewalks while within our town parks.

Please see the following section of Code 8.24.040 for the rules and regulations related to leashes:

Unless otherwise permitted/prohibited by the town administrator or his designee, or by ordinance, regulation, special license, event permit or other posting, the owner, keeper or harbinger of a dog may lead, bring or otherwise permit such dog only on trails or sidewalks within parks, open space or public places if the dog is under control by means of an adequate leash, cord or chain that is controlled by the dog's owner, keeper or harbinger per [Chapter 6.04](#) of this Code. No dogs are allowed off the trail or off the sidewalk within a park, open space or public place.

Please see the section of Code 6.04.160 as noted below for the rules and regulations related to pet waste:

The owner of any animal shall be responsible for the immediate removal of any feces deposited by such animal on any property, public or private, not owned or exclusively occupied by the owner. The owner of any animal shall also be responsible for the periodic removal of feces deposited by such animal on property owned or exclusively occupied by such owner so as to prevent the creation of a public nuisance within the meaning of [Section 8.04.020](#).

No one wants to step, sit, slide, or smell pet waste while visiting one of our many parks, so please help us keep our parks clean. And not everyone is comfortable with dogs, so please keep your four-legged friends under the control of a leash.

Please adhere to the Town Code as violators are subject to fines and/or remanded to Municipal Court.

El Departamento de Policía de Silt hará cumplir las leyes sobre correas y desechos para perros

A medida que ha llegado la primavera y todos salimos más, un recordatorio es que el Código Municipal de Limo requiere que los perros estén atados mientras estén en espacios públicos y que se recojan todos los desechos de los perros. Además, a excepción del parque para perros designado de la ciudad, ubicado dentro del parque Silt Island, los perros solo están permitidos en los senderos y las aceras mientras estén dentro de los parques de nuestra ciudad.

Consulte la siguiente sección del Código 8.24.040 para conocer las reglas y regulaciones relacionadas con las correas:

A menos que el administrador de la ciudad o su designado lo permita/prohíba de otra manera, o por ordenanza, reglamento, licencia especial, permiso de evento u otra publicación, el propietario, cuidador o guardián de un perro puede conducir, traer o permitir a dicho perro solo en senderos o aceras dentro de parques, espacios abiertos o lugares públicos si el perro está bajo control por medio de una correa adecuada, cordón o cadena que es controlada por el dueño, cuidador o guardián del perro según el [Capítulo 6.04](#) de este Código. No se permiten perros fuera del sendero o de la acera dentro de un parque, espacio abierto o lugar público.

Consulte la sección del Código 6.04.160 como se indica a continuación para conocer las reglas y regulaciones relacionadas con los desechos de mascotas:

El propietario de cualquier animal será responsable de la eliminación inmediata de las heces depositadas por dicho animal en cualquier propiedad, pública o privada, que no sea propiedad del propietario ni esté ocupada exclusivamente por él. El propietario de cualquier animal también será responsable de la eliminación periódica de las heces depositadas por dicho animal en la propiedad que sea propiedad u ocupada exclusivamente por dicho propietario para evitar la creación de una molestia pública en el sentido de la [Sección 8.04.020](#).

Nadie quiere pisar, sentarse, deslizarse u oler los excrementos de las mascotas mientras visita uno de nuestros muchos parques, así que ayúdenos a mantener limpios nuestros parques. Y no todo el mundo se siente cómodo con los perros, así que mantén a tus amigos de cuatro patas bajo el control de una correa.

Por favor, respete el Código de la Ciudad, ya que los infractores están sujetos a multas y/o son remitidos al Tribunal Municipal.

Improvements at the Silt River Preserve

The Town has been busy completing projects at the Silt River Preserve. Feel free to check them out but remember, please be respectful of the area and leave no trace.

Mejoras en la Reserva del Río Limo

La ciudad ha estado ocupada completando proyectos en la Reserva del Río Silt. Siéntase libre de echarles un vistazo, pero recuerde, por favor, sea respetuoso con la zona y no deje rastro.



VALE Board Vacancy

The Town of Silt has two seats 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. Applications must be received by April 3rd, 2024 for consideration at the April 8th, 2024 Board of Trustees meeting.

Vacante en la Junta Directiva de VALE

La ciudad de Silt tiene dos puestos disponibles para ser reelegidos en su Junta de Aplicación de la Ley de Asistencia a las Víctimas (VALE, por sus siglas en inglés). La Junta se reúne el tercer lunes de cada mes para revisar las solicitudes de desembolso de fondos de las víctimas de delitos. Si está interesado en convertirse

en miembro de esta junta de toma de decisiones, complete la solicitud que se encuentra en nuestro sitio web o comuníquese con Sheila McIntyre para obtener más información al 876-2353 ext. 102. Las solicitudes deben recibirse antes del 3 de abril de 2024 para su consideración en la reunión de la Junta Directiva del 8 de abril de 2024.

If You Use Xpress Bill Pay

If you use Xpress Bill Pay for autopayment of your utility bill, please check to see if you have a maximum payment amount set up and increase it if necessary. As the bills have increased, past paying limits may not cover the entire amount due, leaving you with an accruing balance that could be subject to penalties.

Si usa el servicio de pago de facturas de Xpress

Si utiliza Xpress Bill Pay para el pago automático de su factura de servicios públicos, verifique si tiene configurado un monto máximo de pago y aumentelo si es necesario. A medida que las facturas han aumentado, es posible que los límites de pago anteriores no cubran el monto total adeudado, dejándolo con un saldo acumulado que podría estar sujeto a multas.

Join us for Our Easter Egg Hunt





March 28, 2024

News You Can Use

It's Not an April Fool's Joke – Town Hall Hours are Changing

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Friday **Closed**



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[Expanding Office Hours](#) to meet customers' needs both in person & by phone. Contact Town Hall at (970) 876-2353.

No es una broma del Día de los Inocentes: el horario del ayuntamiento está cambiando

AVISO IMPORTANTE

A PARTIR DEL **1 DE ABRIL**, EL HORARIO DEL AYUNTAMIENTO SERÁ EL SIGUIENTE:

Lunes a jueves de 7:30 a.m. a 5:30 p.m.
Viernes 8:00 am al mediodía

A PARTIR **DEL 29 DE ABRIL**, EL HORARIO DEL AYUNTAMIENTO SERÁ EL SIGUIENTE:

Lunes a jueves de 7:00 a.m. a 5:30 p.m.
Viernes **Cerrado**



MÉTODOS DE PAGO CONVENIENTES:

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[Pagos en línea](#) Realice pagos a través de Express Bill Pay; enlace ubicado en el sitio web de Town of Silt.

[Ampliar el horario de oficina](#) para satisfacer las necesidades de los clientes tanto en persona como por teléfono. Comuníquese con el Ayuntamiento al (970) 876-2353.



Silt Horseshoe Pits Receive Recognition from the National Horseshoe Pitchers of America



March 24th 2024 was a momentous day in Silt's history. The horseshoe pits located at the Stoney Ridge Park received recognition from the National Horseshoe Pitchers of America sanctioning them as an official horseshoe pitching facility. They were granted a full court sanction allowing the horseshoe pits to be used to conduct sanctioned leagues and tournaments, as well as just every day fun!

The horseshoe pits were made possible in part by: Casey Concrete, Harrah's Concrete, Murr Welding and Design Inc, Canberra Concrete Pumping of North America, Garfield Schools RE2, Justin Brintnall, Town of Silt Public Works Department, with a special thanks to Tommy Brueggeman.

Pozos de herradura de limo Recibe el Reconocimiento de los Lanzadores Nacionales de Herradura de América

El 24 de marzo de 2024 fue un día trascendental en la historia de Silt. Los pozos de herradura ubicados en el Parque Stoney Ridge recibieron el reconocimiento de los Lanzadores Nacionales de Herradura de América que los sancionaron como una instalación oficial de lanzamiento de herradura. Se les concedió una sanción judicial completa que permitía que los pozos de herradura se utilizaran para llevar a cabo ligas y torneos autorizados, ¡así como para divertirse todos los días!

Los pozos de herradura fueron posibles en parte por: Casey Concrete, Harrah's Concrete, Murr Welding and Design Inc, Canberra Concrete Pumping of North America, Garfield Schools RE2, Justin Brintnall, Departamento de Obras Públicas de la Ciudad de Silt, con un agradecimiento especial a Tommy Brueggeman.



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 vuelve más cálido, nos acercamos a la temporada de riego y al riego de nuestros céspedes y jardines. La ciudad de Silt se está preparando para encender los sistemas de riego el 1 de mayo de 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!



The **Town of Silt**
COMMUNITY GARDEN
Is now accepting applications for the 2024 growing season!

For more information, please contact Silt Town Hall at
(970)876-2353 Ext 101
Or Tammy Gabriel at (970)261-0060



Seats Available for the VALE Board

The Town of Silt has two seats 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 two remaining seats on the board will continue to be open until filled.

Asientos disponibles para la Junta Directiva de VALE

La ciudad de Silt tiene dos puestos disponibles para ser reelegidos en su Junta de Aplicación de la Ley de Asistencia a las Víctimas (VALE, por sus siglas en inglés). La Junta se reúne el tercer lunes de cada mes para revisar las solicitudes de desembolso de fondos de las víctimas de delitos. Si está interesado en convertirse en miembro de esta junta de toma de decisiones, complete la solicitud que se encuentra en nuestro sitio web o comuníquese con Sheila McIntyre para obtener más información al 876-2353 ext. 102. Los dos puestos restantes de la junta seguirán abiertos hasta que se llenen.



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

Special Call Out Section

*PLEASE READ – IMPORTANT BILLING INFORMATION & TOWN INFO

* ATTENTION – If you use Xpress Bill Pay, please check to see if you have a max payment amount & verify that it is enough to cover your bill to avoid any surprises!

*JOIN US on Saturday March 30th for our Easter Egg Hunt & on Friday April 19th for our Arbor Day tree planting!

* APRIL 22nd-MAY 4th is the Silt Spring Clean-up; dumpsters will be at the Town Shop at 612 N 7th St

* MAY 3rd- MAY 5th is the Silt on Sale community garage sales weekend!

* COACH pitch baseball and T-ball registration is now open.

* IRRIGATION season is upon us! Please make sure your repairs are complete and hose bibs are closed by MAY 1st.

* COMMUNITY GARDEN – The Town of Silt has spots open for the community garden, contact Town Hall

* SILT POLICE DEPARTMENT will be enforcing the Town's dog leash & waste laws. Please leash your dog & clean up their waste. * Dogs are not allowed in the parks without a leash & ONLY on the trails

* Town of Silt has many ways to communicate with residents! Options include: our website, the 9th Street sign, Channel 10, Facebook, Town Hall, the new Veteran's Park kiosk, suggestion box at Town Hall, newsletters, Instagram & TextMyGov.

* You can sign up for TextMyGov and the newsletters on our website

* You can submit questions or comments in the contact us section

*Please visit our Discover Silt website also, at www.discoversiltcolorado.com

* FRIENDLY REMINDER, bills are generated on the 1st of every month & due on or before the 15th. Please know we are not responsible for mail delivery. If payment is not received by due date, penalties will be assessed. Not receiving a bill does not exclude you from these charges.