

**TOWN OF SILT
BOARD OF TRUSTEES WORK SESSION AGENDA
MONDAY, AUGUST 12, 2024 – 5:45 P.M.
MUNICIPAL COUNCIL CHAMBERS**

EST. TIME	DISCUSSION TOPIC	PRESENTOR
60 min	Ethics Training	Attorney Sawyer

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

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	Public Comments - Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
7:20 5 min	Consent agenda – 1. Minutes of the July 22, 2024 Board of Trustees meeting	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 Construction	Info Item	Tab C Manager Mann
7:35 10 min	Resolution No. 27, Series 2024 , A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING A REIMBURSEMENT AGREEMENT WITH MAIN STREET PLAZA AND EXECUTING A CHANGE ORDER TO THE WEST HOME AVENUE PROJECT FOR THE TOWN OF SILT, COLORADO	Action Item	Tab D Manager Mann
7:45 15 min	Resolution No. 28, Series 2024 , A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ECOnorthwest FOR THE TOWN OF SILT, COLORADO	Action Item	Tab E Manager Mann
8:00 5 min	Second reading of Ordinance No. 9, Series 2024 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO, REPEALING AND REPLACING CHAPTER 12.20 OF THE SILT MUNICIPAL CODE PERTAINING TO THE SKYLINE CEMETERY	Public Hearing	Tab F Town Clerk McIntyre

8:05 10 min	Second reading of Ordinance No. 10, Series 2024 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 6.04, 6.08 AND CHAPTER 8.24 OF THE SILT MUNICIPAL CODE REGARDING DOGS IN PARKS AND HOURS OF OPERATION RELATED TO THE SKATEPARK WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO	Public Hearing	Tab G Town Clerk McIntyre
8:15 5 min	Manager and Staff Reports	Info Item	Tab H Manager Mann
8:20 10 min	Updates from Board / Board Comment		
8:30	Adjournment		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, August 26, 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:

- August 26 – Joint BOT / P&Z Work Session
- September 23 – Distribution of Administrative Budget
- October 15 – Budget Work Session 1
- October 28 – Budget Work Session 2
- November 12 – Budget Work Session 3
- November 25 – Budget Work Session 4 (if required)
- December 9 – Adopt 2025 Budget

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
JULY 22, 2024 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, July 22, 2024. Mayor Richel called the meeting to order at 7:02 p.m.

Roll call

Present

Mayor Keith Richel
Mayor Pro-tem Derek Hanrahan
Trustee Justin Brintnall
Trustee Chris Classen
Trustee Kim Ingelhart
Trustee Andreia Poston
Trustee Jerry Seifert

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

Pledge of Allegiance and Moment of Silence

Public Comments – Heyday Chair-person Peggy Swank was present to provide the Board with an update on this year’s Heyday that would be taking place on August 10, 2024. She thanked the Board for their continued support to the event and invited everyone to attend.

Consent Agenda –

Mayor Richel recused himself from the consent agenda due to his son working for Burning Mountain Pizza & Subs. Mayor Pro-tem Hanrahan took over for the consent agenda.

1. Minutes of the July 8, 2024, Board of Trustees meeting
2. Burning Mountain Pizza & Subs – Renewal of Hotel & Restaurant Liquor License
3. Approval of Encroachment License Agreement between the Town of Silt and ICC FDDT Silt, LLC (1007 Main Street, aka Family Dollar)
4. Approval of Silt Senior Housing Rent Increase for 2025

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

Mayor Richel rejoined the meeting.

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

2023 Audit Presentation – Blair and Associates

Treasurer Tucker introduced Brian Blair who proceeded to go through the highlights of the 2023 audit. The Board asked that staff speak with Blair & Associates on trying to get the audit within the first half of the year next year.

Trustee Seifert made a motion to approve the 2023 Audit as presented by Blair and Associates. Trustee Classen seconded the motion and the motion carried unanimously.

Resolution No. 25, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE AMENDED PLAT AND BUILDING ENVELOPE ADJUSTMENT AT 765 ANTLER POINT LANE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO, SUBJECT TO CONDITIONS

Director Centeno reviewed the request by Jack and Viktoriya to modify the building envelope limitations included in the Mesa View plat. Director Centeno stated that the code is silent on plat amendments so staff choose to treat this application similar to how regular plats are addressed. She added that this request has been approved by the Planning Commission. Present tonight was applicants Jack and Viktoriya Ehlers.

The public hearing was opened at 7:54 p.m. There were no public comments and the hearing closed at 7:55 p.m.

There was additional discussion about making a blanket change for the entire Mesa View subdivision should other residents be interested in making changes outside of their building envelopes and that permits could then be addressed on an individual basis.

Trustee Classen made a motion to approve Resolution No. 25, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE AMENDED PLAT AND BUILDING ENVELOPE ADJUSTMENT AT 765 ANTLER POINT LANE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO, SUBJECT TO CONDITIONS. Mayor Pro-tem Hanrahan seconded the motion and the motion carried unanimously.

Second reading of **Ordinance No. 8, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTER 2.16 OF THE SILT MUNICIPAL CODE PERTAINING TO THE COMPENSATION AND DUTIES OF THE PLANNING AND ZONING COMMISSION**

Town Clerk McIntyre stated that there have been no changes since first reading and that staff recommends approval.

The public hearing was opened at 8:00 p.m. There were no comments and the hearing was closed at 8:01 p.m.

Trustee Seifert made a motion to approve second reading of Ordinance No. 8, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTER 2.16 OF THE SILT MUNICIPAL CODE PERTAINING TO THE COMPENSATION AND DUTIES OF THE PLANNING AND ZONING COMMISSION. Mayor Pro-tem Hanrahan seconded the motion and the motion carried unanimously.

Continued first reading of **Ordinance No. 9, Series 2024**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, REPEALING AND REPLACING CHAPTER 12.20 OF THE SILT MUNICIPAL CODE PERTAINING TO THE SKYLINE CEMETERY

Town Clerk McIntyre reviewed the proposed ordinance highlighting the recommended changes. She stated that some of the changes made were codifying common practices that the code was silent on. It was asked if the use of OHV's could be banned in the cemetery and on the road leading up to it.

The public hearing was opened at 8:06 p.m. There were no public comments and the hearing was closed at 8:07 p.m.

Trustee Brintnall made a motion to approve first reading of Ordinance No. 9, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, REPEALING AND REPLACING CHAPTER 12.20 OF THE SILT MUNICIPAL CODE PERTAINING TO THE SKYLINE CEMETERY. Trustee Ingelhart seconded the motion and the motion carried unanimously.

First reading of **Ordinance No. 10, Series 2024**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 6.04, 6.08 AND CHAPTER 8.24 OF THE SILT MUNICIPAL CODE REGARDING DOGS IN PARKS AND HOURS OF OPERATION RELATED TO THE SKATEPARK WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Town Clerk McIntyre reviewed the proposed changes to the code. There was additional discussion regarding hours of operation at the skatepark and changing it to be open from dawn to dusk with hours extended at the town's discretion.

The public hearing was opened at 8:22 p.m. There were no comments and the hearing was closed at 8:23 p.m.

Trustee Seifert made a motion to approve first reading of Ordinance No. 10, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 6.04, 6.08 AND CHAPTER 8.24 OF THE SILT MUNICIPAL CODE REGARDING DOGS IN PARKS AND HOURS OF OPERATION RELATED TO THE SKATEPARK WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO. Trustee Brintnall seconded the motion and the motion carried with Trustee Ingelhart voting nay.

June 2024 Financial Report

Treasurer Tucker went over the June 2024 financials.

Administrator and Staff Comments

Manager Mann stated that he has received word that Representative Velasco would be in Silt on August 26 to do a tour of the Silt River Preserve, Highwater Farms and the water plant. Ms. Velasco also plans on attending a portion of the work session that evening.

Updates from Board / Board Comments

The Board thanked the town for the great job on the audit adding that Silt is in good financial condition. Trustee Ingelhart commented about an initiative that she is proposing regarding mountain biking trails that would benefit youth in our area. It was suggested to include this information in the next Parks and Recreation committee meeting. They also commented about the upcoming Heyday event, adherence to the irrigation schedule, picking up after your dogs, recent bear sightings, the recent movie night and concert, a thanks to public works for responsive irrigation work, re-installation of a missing U-turn and also crosswalk sign at the roundabout, and being cautious with AI and how it is used.

Mayor Richel commented about how everyone enjoyed the concert and how nice it is to see this family community and all of the kids playing together. He also asked about CLEER who assisted with the town's solar projects. He stated that the last time they were before the Board, they didn't provide good data for the solar farm at the water treatment plant and that the solar wasn't doing what was promised to the town. He stated that with the new water plant coming on line and the additional electricity that it would be using, it would be nice to see that the panels are working like they are supposed to be. Mayor Richel stated that he would like to see where the numbers are at on these solar panels and what the town needs to do to see that they are working properly.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion and the motion carried unanimously. Mayor Richel adjourned the meeting at 8:45 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Keith B. Richel
Mayor

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
August 12, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Water Plant Construction Update – Dan Galvin with Garney Construction

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Dan Galvin with Garney Construction 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



James Mann, Town Manager

TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
August 12, 2024

AGENDA ITEM SUMMARY

SUBJECT: A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING A CHANGE ORDER TO THE HOME AVENUE PROJECT AND A REIMBURSEMENT AGREEMENT WITH MAIN STREET PLAZA FOR THE TOWN OF SILT, COLORADO

PROCEDURE: Action item

RECOMMENDATION: Approve subject to Review and Approval of the Town's Attorney

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As you are aware, the Town contracted with Frontier Paving, Inc. to reconstruct a portion of Home Avenue. Main Street Plaza, LLC has requested the Town to undertake underground work to benefit their property. The work would avoid having Main Street Plaza, LLC open cut recently reconstructed Home Avenue in the future. The Town concurs that it would be in our best interests to avoid open cutting a newly reconstructed street.

Frontier Paving has provided a Change Order in the amount of \$74,536.89 for the work necessary, and we have estimated our out-of-pocket costs for engineering review and administration not to exceed \$2,500, for a gross project addition of not to exceed \$77,036.89.

Main Street Plaza, LLC has agreed to reimburse the Town for the costs that benefit their property and would avoid a future open cut of the newly reconstructed section of Home Avenue.

Approval of Resolution No. 27 would approve the change order in the amount of \$77,036.89 and authorize the Town to enter into a Reimbursement Agreement with Main Street Plaza, LLC.

This would require a short-term expenditure of public funds; however, the reimbursement agreement includes a 6.25% annualized interest rate from the date that the Town provides the services through August 31, 2026, increasing to 18.00% per annum thereafter. The initial interest rate is approximately 1.00% greater than the current interest rate on the Town's invested funds.

FUNDING SOURCE: General Fund

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: August 12, 2024

ORIGINATED BY: Main Street Plaza, LLC

PRESENTED BY: Jim Mann, Town Manager

DOCUMENTS ATTACHED: Resolution Number 24-27
Exhibit A - Reimbursement Agreement with Main Street Plaza, LLC
Exhibit B – Professional Services Agreement with Frontier Paving, Inc.

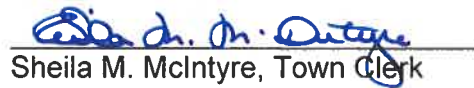
TOWN ATTORNEY REVIEW YES NO **INITIALS** LWB

SUBMITTED BY:



Jim Mann, Town Manager

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

Glenwood Springs – Main Office

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

Aspen

0133 Prospector Road
Suite 4102J
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Lawrence M. Bond
Attorney

lmb@mountainlawfirm.com

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

MEMORANDUM

DATE: August 8, 2024
TO: Board of Trustees of the Town of Silt
FROM: Karp Neu Hanlon PC
RE: Contract Amendment with Frontier Paving
Reimbursement Agreement with Main Street Plaza, LLC

For the Board of Trustee's review is an amendment of the Contract with Frontier Paving and a Reimbursement Agreement between the Town and Main Street Plaza, LLC (the "Agreement").

The Town is currently in the process of repaving Home Avenue, and the Main Street Plaza, LLC ("Developer") is in the pre-application process for the development of its property. The Developer is not able to complete infrastructure improvements in Home Ave (water and sewer connections) due to the short timeframe before the repaving work is to begin, and the Town has agreed to complete the improvements and then to be reimbursed later by Developer for all of its costs and expenses. Frontier Paving, Inc., the contractor already contracted to repave Home Avenue, has agreed to perform the additional utility and infrastructure work for the Town at short notice. The Town will benefit from installation of the infrastructure utilities prior to repaving Home Avenue because it avoids the time and inconvenience of street cuts to Home Avenue after it is repaved.

Council is requested to approve an amendment to the Frontier contract in the amount attached. In addition to this amount will be a cost to amend the bond for the project. The final form of the amendment document is still being finalized.

The Agreement is to reimburse the Town for the cost of work initiating design and construction of the utility work on Home Avenue for property owned by the "Developer". The Agreement with the Developer ensures that the Town will be repaid for its time and expense is providing this work to the Developer. The Agreement places a lien on the property through a special assessment for the amount of the debt at issue, plus interest. The Developer must repay the amounts at issue for the Work at the earliest of 1) the Town's Approval of a revised Final Plat, 2) before September 1, 2026, or 3) before any sale or conveyance of the Property. In addition, the

Page 2

Developer is obligated to pay interest on the amounts expended by the Town for the Work, at 6.25% through August 31, 2026 and then at 18% per annum after September 1, 2026. Finally, the Agreement specifies that the Developer shall reimburse the Town for all of its legal and engineering costs in performing these services for the Developer.

**TOWN OF SILT
RESOLUTION NO. 27
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING A
REIMBURSEMENT AGREEMENT WITH MAIN STREET PLAZA AND
EXECUTING A CHANGE ORDER TO THE WEST HOME AVENUE PROJECT
FOR THE TOWN OF SILT, COLORADO**

WHEREAS, the Board of Trustees (“Board”) of the Town of Silt (“Town”), Colorado, has the authority to approve agreements in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the Town awarded a contract to Frontier Paving Inc. for the reconstruction of a portion of West Home Avenue in the amount of \$764,351.75; and

WHEREAS, Main Street Plaza, LLC, a Colorado limited liability corporation has requested certain improvements be made to benefit the property identified by the Garfield County Assessor as Parcel Number 217909100045; and

WHEREAS, Frontier Paving has submitted a Change Order in the amount of \$74,536.89; and

WHEREAS, the Town’s engineer estimates that engineering review costs and administration will not exceed \$2,500; and

WHEREAS, Main Street Plaza, LLC is desirous of entering into a Reimbursement Agreement with the Town for an amount not to exceed \$77,036.89; and

WHEREAS, the Town agrees that undertaking the underground work to benefit the above stated parcel is in the best interest of the Town and Main Street Plaza, LLC.

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

1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board hereby authorizes the execution of the Reimbursement Agreement in the amount not to exceed of \$77,036.89, in substantial form as that of the form attached hereto as **Exhibit A**, subject to the Town’s attorney review and approval.
3. The Board hereby authorizes the Frontier Paving, Inc. Change Order, attached hereto as **Exhibit B**, for the West Home Avenue Project be approved in the amount of \$74,536.89.

4. Upon approval of this Resolution, the Town Administrator is hereby authorized to sign the Reimbursement Agreement and the Contract with Frontier for the utility work on behalf of the City.
5. Town staff is directed to separately track all Town legal and engineering costs related to the Reimbursement Agreement in order that the Town may be reimbursed for said costs.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 12th day of August, 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

Exhibit A

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (the “Agreement”) is made this __ day of August 2024, by and between the Town of Silt, a Colorado home-rule municipality (the “Town”), whose address is 231 N. 7th Street, P.O. Box 70, Silt, CO 81652, and Main Street Plaza, LLC, a Colorado limited liability corporation (the “Developer”), whose address is 160 W. Main Street, Silt, Colorado 81652.

WITNESSETH

WHEREAS, Developer is the owner of a 1.32-acre property located within the Town identified by the Garfield County Assessor as Parcel Number 217909100045 (the “Property”), which property is more particularly described as:

Section: 9 Township: 6 Range: 92 A PARCEL LOCATED IN THE NENE AND MORE PARTICULARLY DESCRIBED ON THE PLAT REC.# 792720.

WHEREAS, Developer is in the pre-application process for a development on the Property, which will require utilities being connected to the north side of Home Avenue;

WHEREAS, the Town is repaving Home Avenue; and

WHEREAS, the Developer would benefit from the Town initiating design and construction of certain capital infrastructure on the Property prior to repaving Home Avenue, and the Town will benefit from initiating design and construction of the infrastructure prior to repaving Home Avenue to avoid street cuts to Home Avenue after it is repaved; and

WHEREAS, the Developer is not able to complete the infrastructure improvements contemplated above due to the short timeframe before the repaving work is to begin, and the Town has agreed to complete the improvements and then to be reimbursed later by Developer; and

WHEREAS, the Parties are willing to enter into this Agreement to minimize construction in the Town by performing the infrastructure improvements now, which will be less expensive for the Developer; and

WHEREAS, a scope of work and preliminary estimate of costs associated with completing the infrastructure improvements to the Property has been obtained from Frontier Paving, Inc., a Colorado corporation (“Frontier”), a copy of the Budget proposal is attached hereto as **Exhibit A** (the “Work”); and

WHEREAS, the preliminary estimate of costs for the Work is approximately Seventy Four Thousand, Five Hundred and Thirty-Six Dollars and eighty-nine cents (\$74,536.89), and shall be converted into a binding contract; and

WHEREAS, the Town of Silt, Board of Trustees (the “Board”), of the Town has determined that undertaking the Work is important to the growth and development of the Town, is in

Exhibit A

furtherance of the public health, safety and welfare, and is consistent with the approved plans for the Property; and

WHEREAS, the Parties are desirous of the Town beginning construction of the Work on the Property in August 2024; and

WHEREAS, Developer specifically acknowledges and agrees that it will derive a material benefit (a benefit of well over \$74,536.89 in cost savings) in that some or all of the required infrastructure improvements will be completed by Town during the Work and not required to be completed by the Developer; and

WHEREAS, Developer agrees to reimburse Town for up to the full amount of its costs in accordance with the terms and provisions of this Agreement; and

NOW THEREFORE, the parties hereto, for themselves, and their respective successors and assigns, in and for the consideration of the full and faithful performance of the conditions and obligations set forth herein by each party, the receipt and adequacy of which is hereby acknowledged, do hereby covenant and agree as follows:

1. Town Authority. In making the commitment to proceed with the Work, the Town Board specifically finds and determines that the Work is within the lawful authority and powers of the Town.

2. Reimbursement Amount. Within thirty (30) calendar days following completion of the Work, Town shall certify to the Developer the total costs incurred in completing the Work (the "Town's Certification"). Said amount certified by the Town shall be the total amount for the completed Work on the project, together with the Town Costs, including any legal, engineering, and other administrative costs associated with the preparation and performance of this Agreement (hereafter, the "Reimbursement Amount"). As set forth below, the Reimbursement Amount shall also include penalty interest, plus costs and attorneys' fees incurred by the Town in enforcing the terms and provisions of this Agreement. The Town will provide the Developer with a copy of the contract with Frontier Paving, Inc. (or other grading contractor selected by Town) and copies of any and all contractor invoices, authorized change orders, and other documentation of other costs related to the Work, including but not limited to the Town Costs, in order that the Developer may fully and completely substantiate the Reimbursement Amount certified by the Town. The Developer shall be obligated to pay interest on the Reimbursement Amount as follows:

6.25% per annum from the date on which the Town provides
Town's Certification to Developer through August 31, 2026;
18% per annum penalty interest after September 1, 2026.

3. Third Party Beneficiary. The Town agrees that the Developer is a third-party beneficiary to the Town's Contract with Frontier. If Developer determines that it needs to assert a claim against Frontier or any subcontractors for the Work, the Town agrees to cooperate with Developer in prosecuting that claim, including asserting claims against Frontier. Developer agrees that it will reimburse the Town for all costs and expenses incurred

4. Obligation to Repay. Developer agrees that it shall be obligated to cause the payment of the Reimbursement Amount to Town. Developer shall be personally liable for the representations

Exhibit A

and warranties made in this Agreement. Repayment of the Reimbursement Amount is not contingent upon the Work being performed in a satisfactory manner to the Developer, in any way whatsoever.

A. Developer shall repay the Reimbursement Amount to the Town at the earliest of 1) the Town's Approval of a revised Final Plat, 2) by September 1, 2026, or 3) any subsequent sale or conveyance of the property, as specified below in subsection 3(D) and paragraph 4.

B. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Garfield County, Colorado against the Property, being more particularly described as:

Section: 9 Township: 6 Range: 92 A PARCEL
LOCATED IN THE NENE AND MORE
PARTICULARLY DESCRIBED ON THE
PLAT REC.# 792720, GARFIELD COUNTY,
STATE OF COLORADO

C. The Parties to this Agreement specifically acknowledge and agree that the Reimbursement Amount shall constitute a valid special assessment of Town imposed against the Property.

D. At the time of any subsequent sale or conveyance of the Property, the total amount of the Reimbursement Amount shall be conveyed to Town. Developer shall have the affirmative obligation to inform any title company conducting the closing of the Property of the existence of this Agreement and ensure that the Reimbursement Amount is paid out of closing proceeds or otherwise satisfied. If the proceeds of the sale of the Property are insufficient to fully pay the Reimbursement Amount to Town, Developer's obligation to pay the Reimbursement Amount shall continue to run with the Property until fully satisfied.

5. Sale or Gift of Property. Developer agrees that it shall use commercially reasonable efforts to sell the Property for a price which is commercially reasonable and not at an unreasonably discounted or inflated rate. Notwithstanding anything herein, the Developer shall in no event sell, convey or donate the Property for an amount that would provide net proceeds to the Town of less than the Reimbursement Amount. Developer agrees to provide Town with written notice of the pending sale of the Property, which notice shall include: (a) the scheduled closing date; and (b) a copy of the preliminary settlement statement showing estimated net proceeds to Developer, as seller.

6. Town Right to Foreclose Penalty Interest. Developer specifically acknowledges and agrees that if Town has not received the Reimbursement Amount, including all interest accrued, as specified in Paragraph 3(A) above, or at the latest on or before September 1, 2026, any outstanding balance of the Reimbursement Amount shall be considered immediately due and payable to Town. In addition, Town shall be permitted to foreclose its lien for the Reimbursement Amount in accordance with Section 31-25-1101 et seq., C.R.S., and collect its costs as permitted

Exhibit A

therein, including but not limited to publication costs, costs of sale, and service of process fees. Unless and until the Reimbursement Amount is fully satisfied, the Town shall have the additional right to deny Developer, and/or its successors and assigns, building permits for any lots or tracts located within the Property.

7. Satisfaction of Special Assessment. Upon the Town's receipt of the Reimbursement Amount from Developer, the Town shall record a notice of satisfaction, release of lien, or other document the form of which is acceptable to the Town Attorney evidencing that the Property is no longer subject to the special assessment represented by the Reimbursement Amount.

8. Governing Law and Enforceability. This Agreement shall be construed in accordance with the laws of the State of Colorado, and venue shall be in the District Court of the County of Garfield, State of Colorado.

9. Time if of the Essence. Time is of the essence hereof provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

10. Developer Representations. Developer hereby represents and warrants to and for the benefit of Town:

A. That it has full power and authority to enter into this Agreement; and

B. Neither execution and delivery of this Agreement nor compliance by Developer with any terms, covenants and conditions is or shall become a default under any other agreement or contract to which Developer is a party, or by which Developer is or may be bound; and

C. Developer has taken and performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver, and perform its obligations under this Agreement.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by Developer to Town for the entire term of this Agreement.

11. Assignment. No party to this Agreement may assign its interest herein without the prior written consent of the other parties. Any assignment without such consent shall be void.

12. Waiver. No waiver by any of the parties of any term or condition of this Agreement shall be deemed to be or shall be construed as a waiver of any other term or condition of this Agreement, nor shall any waiver of a breach of any provision of this Agreement be deemed to constitute a waiver of any subsequent breach of the same provision.

13. Recording of Agreement. Upon execution of this Agreement by all parties, this Agreement shall be recorded in the office of the Clerk and Recorder of Garfield County. Upon

Exhibit A

receipt of the full amount of the Reimbursement Amount by Town, the Town shall record a document releasing the Property from the lien.

14. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. Nothing in this Agreement shall be construed or interpreted as amending, altering or providing any development rights at the Property.

15. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

17. Attorney's Fees. In the event any party hereto should default in any of its obligations herein and the party or parties not in default commence legal action against the defaulting party, the defaulting party expressly agrees to pay all the non-defaulting party's or parties' reasonable expenses of litigation, including attorney's fees.

18. No Third-Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, Frontier Paving Inc., or other grading contractor selected by Town to undertake the Work, or any other subcontractor(s) providing work, services or materials for the Work.

19. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the addresses set forth in the introductory paragraph of this Agreement and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

APPROVED AS TO FORM:

Town Clerk Sheila M. McIntyre

Michael Sawyer, Town Attorney

Exhibit A

Main Street Plaza, LLC,
a Colorado limited liability corporation

By: _____

Name: Robert Turley

Title: Owner

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2024, by _____, as _____ of Main Street Plaza, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

P.O. Box 1167
Silt, Colorado 81652



Office 970.625.2224
Fax 970.625.2715

Budget Numbers

Submitted To:	Phone:	7/30/2024
Town of Silt 231 N 7th Street, Silt, Co 81652 jlundeen@townofsilt.org Deric@bu-inc.com	Job Name: Joe Lundeen Home Avenue-Main street Plaza Utilities (Description Of Work)	

WE PROPOSE:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
Mob	1	EA	\$3,159.99	\$3,159.99
Water Line	110	LF	\$396.39	\$43,602.90
Irrigation	15	LF	\$879.10	\$13,186.50
Sewer	25	LF	\$395.90	\$9,897.50
Man Hole Core 8" Pipe 6" thick concrete	1	Ea	\$1,500.00	\$1,500.00
Traffic Control	2	Day	\$1,595.00	\$3,190.00
			Bid Total:	\$74,536.89

Tax Will be add When Billed

Notes:

- * Retail Delivery Fee included.
- * Permits, fees, testing, & water excluded.
- * Bypass Pumping Excluded.
- * Survey, soft subgrade repair, utility, excluded.
- * No work other than what is specifically stated above is included, implied or assumed in the prices quoted.
- * Acceptance of quote based on mutually acceptable schedule.
- * Altering any of the above quantities will require review of proposal.
- * Pricing only valid for 2024 season.
- * This Change Order includes 150' pipe, 3 tees, fittings, 5 gate valves, 6 thrust blocks, tracer wire, trenching, bedding, compacted backfill, manhole coring, pipe boots, etc. (as may be required for a completed project) to extend the potable water, irrigation water and sanitary sewer mains/services to the Main Street Plaza property
- * A resale certificate or tax exempt certificate must be provided or material tax will be added.

UNLESS OTHERWISE NOTED, THIS IS A UNIT PRICE PROPOSAL

All of the above work to be completed in a workmanlike manner for the above stated sum.

Important: The terms and conditions stated on page 2 hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on page 2 has been executed. This proposal must be accepted as provided and delivered to Frontier Paving Inc. 20 days from above date or it shall expire.

Accepted Proposal # 14521

Date: _____

By: _____

Print Name: _____

Respectfully submitted
Frontier Paving Inc.

By: 

Jon Isham

P.O. Box 1167
Silt, Colorado 81652



Office 970.625.2224
Fax 970.625.2715

TERMS AND CONDITIONS

This contract amount is payable to Frontier Paving Inc. for monthly work as it progresses with the entire balance payable upon completion unless otherwise provided in this contract or in the plans and specifications. Unless otherwise specified herein, the plans and specifications, if any, are expressly made a part of this contract. The contractor shall perform all the work in accordance with the terms of the plans and specifications.

If payments for work are not made when due, the contractor may stop work or terminate this contract and recover from the customer payment for all work executed and any loss sustained and reasonable profit and damages. It is hereby mutually agreed that the contractor shall not be held responsible or liable for any loss, damage, liquidated damages or delay caused by fire, strike, civil or military authority or any other cause beyond its control.

The customer may order additional work or changes in writing at any time, at an agreed price or at the contractor's regular rates for the time and material work.

A late charge of 18% per annum on the outstanding balance may be imposed upon all past due amounts. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.

ACCEPTANCE OF PROPOSAL

The prices, specifications, term and conditions stated above and on page 1 hereof are satisfactory and are hereby accepted. By acceptance, I understand that a binding contract has been created when confirmed by Frontier Paving Inc.

ACCEPTED PROPOSAL # 14521

Date: _____

Print Name: _____

Signature: _____

CONFIRMATION BY CONTRACTOR

FRONTIER PAVING INC.

Date: _____

By: _____

Jon Isham

Exhibit B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this August 12, 2024 by and between the TOWN OF SILT, COLORADO, a home rule municipality (the “Town”), and Frontier Paving, Inc. (the “Contractor”).

WHEREAS, the Town desires that Contractor provide infrastructure, utility and maintenance services to serve the property identified by the Garfield County Assessor as Parcel Number 217909100045, including, but not limited to installation of a potable water service to the property line, irrigation service to the property line, and sewer connection to the property line; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the Town utility and maintenance services (the “Services”), set out in one or more statements of work to be agreed to in writing by the Parties (each a “Statement of Work”). The initial Statement of Work is described on **Exhibit A**, attached hereto and incorporated herein by reference. Contractor agrees to provide and furnish at its own costs and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide the Services. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The standard of care applicable to the Services will be the same degree of care, skill, and diligence normally employed by highly competent professional performing the same or similar services. Contractor shall begin to provide the Services upon receiving a Notice to Proceed from the Town.

2. Term. The Term of this Agreement shall be from the date first written above and shall continue until the expeditious completion of the Services. Contractor specifically acknowledges that its undertaking of any work outside the scope of this Agreement or not authorized by a written amendment to this Agreement is at its own risk and waives any claim against the Town for compensation for such work.

3. Compensation. The Town agrees to pay Contractor \$74,536.89 as compensation for the Services as outlined in the Fee Proposal attached hereto as **Exhibit A** and incorporated herein by reference. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed and an

Exhibit B

itemization of direct expenses for which payment is requested.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

6. Independent Contractor. In making and performing this contract, Contractor acts and at all times shall act as an independent contractor and shall maintain operations that are separate and distinct from the Town. Nothing contained in this Agreement shall be construed or applied as to create or imply the relationship of partners, joint adventurers, or of employer or employee between the parties hereto. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement**

7. Insurance Requirements

- a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000)] each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- c. Workers Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
- d. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing

Exhibit B

insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

- e. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Work By Illegal Aliens Prohibited. This paragraph shall apply to the extent that Contractor's performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 8 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

Exhibit B

(i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys’ fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. Termination.

a. Generally.

(i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town’s best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor’s best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

Exhibit B

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Silt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made

14. Compliance with C.R.S. § 24-91-103.6. To the extent this Agreement constitutes a public works contract, as defined C.R.S. § 24-91-103.5(b), the Town has appropriated money equal to or in excess of the contract amount set forth herein. Contract modification, as defined in C.R.S. § 24-101-301(10), or other form of modification or directive by the Town requiring additional compensable Services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Services, are prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional Services have been made and the appropriations are available prior to performance of the additional Services or unless such Services are covered under a remedy-granting provision in this Agreement. For such additional Services, the Town shall reimburse the Contractor for the Contractor's costs not more frequently than once every thirty (30) days for all additional directed Services performed until an amendment to the Agreement contract modification is finalized; however, in no instance shall reimbursement be required before Contractor has submitted an estimate of cost to the Town for the additional compensable Services to be performed.

15. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement

Exhibit B

may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement. The terms of this Agreement shall supersede any conflicting provision in an exhibit hereto.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

17. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*

18. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

19. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

21. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

23. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

TO CONTRACTOR: Frontier Paving, Inc.
 P.O. Box 1167
 Silt, CO 81652

TO TOWN: Jim Mann
 Town Administrator
 Box 70
 Silt, CO 81652

Exhibit B

23. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

24. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF SILT, COLORADO

By: _____
Jim Mann, Town Administrator

FRONTIER PAVING, INC.:

By: _____
Name:
Title:

P.O. Box 1167
Silt, Colorado 81652



Office 970.625.2224
Fax 970.625.2715

Budget Numbers

Submitted To: Town of Silt 231 N 7th Street, Silt, Co 81652 jlundeen@townofsilt.org Deric@bu-inc.com	Phone: Job Name: Joe Lundeen Home Avenue-Main street Plaza Utilities (Description Of Work)	7/30/2024
--------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------	------------------

WE PROPOSE:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
Mob	1	EA	\$3,159.99	\$3,159.99
Water Line	110	LF	\$396.39	\$43,602.90
Irragation	15	LF	\$879.10	\$13,186.50
Sewer	25	LF	\$395.90	\$9,897.50
Man Hole Core 8" Pipe 6" thick concrete	1	Ea	\$1,500.00	\$1,500.00
Traffic Control	2	Day	\$1,595.00	\$3,190.00
		Bid Total:		\$74,536.89

Tax Will be add When Billed

Notes:

- * Retail Delivery Fee included.
- * Permits, fees, testing, & water excluded.
- * Bypass Pumping Excluded.
- * Survey, soft subgrade repair, utility, excluded.
- * No work other than what is specifically stated above is included, implied or assumed in the prices quoted.
- * Acceptance of quote based on mutually acceptable schedule.
- * Altering any of the above quantities will require review of proposal.
- * Pricing only valid for 2024 season.
*This Change Order includes 150' pipe, 3 tees, fittings, 5 gate valves, 6 thrust blocks, tracer wire, trenching, bedding, compacted backfill, manhole coring, pipe boots, etc. (as may be required for a completed project) to extend the potable water, irrigation water and sanitary sewer mains/services to the Main Street Plaza property
- * A resale certificate or tax exempt certificate must be provided or material tax will be added.

UNLESS OTHERWISE NOTED, THIS IS A UNIT PRICE PROPOSAL

All of the above work to be completed in a workmanlike manner for the above stated sum.

Important: The terms and conditions stated on page 2 hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on page 2 has been executed. This proposal must be accepted as provided and delivered to Frontier Paving Inc. 20 days from above date or it shall expire.

Accepted Proposal # 14521

Date: _____

By: _____

Print Name: _____

Respectfully submitted
Frontier Paving Inc.

By: 

Jon Isham

P.O. Box 1167
Silt, Colorado 81652



Office 970.625.2224
Fax 970.625.2715

TERMS AND CONDITIONS

This contract amount is payable to Frontier Paving Inc. for monthly work as it progresses with the entire balance payable upon completion unless otherwise provided in this contract or in the plans and specifications. Unless otherwise specified herein, the plans and specifications, if any, are expressly made a part of this contract. The contractor shall perform all the work in accordance with the terms of the plans and specifications.

If payments for work are not made when due, the contractor may stop work or terminate this contract and recover from the customer payment for all work executed and any loss sustained and reasonable profit and damages. It is hereby mutually agreed that the contractor shall not be held responsible or liable for any loss, damage, liquidated damages or delay caused by fire, strike, civil or military authority or any other cause beyond its control.

The customer may order additional work or changes in writing at any time, at an agreed price or at the contractor's regular rates for the time and material work.

A late charge of 18% per annum on the outstanding balance may be imposed upon all past due amounts. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.

ACCEPTANCE OF PROPOSAL

The prices, specifications, term and conditions stated above and on page 1 hereof are satisfactory and are hereby accepted. By acceptance, I understand that a binding contract has been created when confirmed by Frontier Paving Inc.

ACCEPTED PROPOSAL # 14521

Date: _____

Print Name: _____

Signature: _____

CONFIRMATION BY CONTRACTOR

FRONTIER PAVING INC.

Date: _____

By: _____

Jon Isham

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
August 12, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Housing Needs Assessment and Code Update

PROCEDURE: Consent Agenda-Action Item

RECOMMENDATION: Approve

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As you will recall, the Town released a Request for Qualifications related to our efforts to undertake a Housing Needs Assessment and Code Update. The Town received five qualified proposals from various firms that were scored by Debra Figueroa from Sustainable Strategies, Community Development Director Centeno, and myself. Based on the scoring matrix, it is our recommendation to enter into professional services agreement with EConorthwest in the amount of \$67,640.

Rank	Firm	Scoring			Total	Price
		DF	NC	JM		
1	EConorthwest	85	94	92	271	67,640
2	CAI	78	85	90	253	74,900
3	AR360	75	65	92	232	72,500
4	KLJ	60	79	90	229	73,887
5	Stan Clauson Associates	60	66	91	217	59,535

FUNDING SOURCE: DOLA Grant & General Purpose Dollars

RESOLUTION READING DATE: August 12, 2024

PRESENTED BY: Manager Mann

DOCUMENTS ATTACHED: Resolution 28 Approving Professional Services Agreement, including Professional Services Agreement (Draft)

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:

REVIEWED BY:



Jim Mann, Town Manager

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

**TOWN OF SILT
RESOLUTION NO. 28
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH EConorthwest FOR
THE TOWN OF SILT, COLORADO**

WHEREAS, the Board of Trustees (“Board”) of the Town of Silt (“Town”), Colorado, has the authority to approve agreements in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the State of Colorado voters approved Proposition 123 in 2022 to dedicate 0.1% of income tax revenues to affordable housing development and related programs; and

WHEREAS, in July of 2023, the Town filed a commitment that over the course of three years the Town would create 26 affordable housing units, with an annualized goal of 9 per annum; and

WHEREAS, to address the housing needs that are specific to the Town of Silt and the broader region, the Town will need to develop an inventory of current housing present in the Town, develop an understanding of the housing needs of the existing and future demographics of the community, develop an understanding of future housing needs of the community, and evaluate the Town’s municipal code for barriers to the development of affordable housing; and

WHEREAS, the Town was awarded a Department of Local Affairs More Housing Now & Land Use Initiative Grant to undertake a housing needs assessment, public outreach process and update the Town’s Land Use Code; and

WHEREAS, the Town undertook a Request for Qualifications process, receiving five qualified proposals; and

WHEREAS, a panel of three reviews scored the proposal responses and determined that EConorthwest provided the most responsive proposal.

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

1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board hereby awards the Housing Needs Assessment & Code Update to EConorthwest in the amount of \$67,640.
3. The Board hereby authorizes the execution of the professional services agreement, in substantial form as that of the attached document, subject to the Town’s attorney review and approval.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 12th day of August, 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

Professional Services Agreement

This Professional Services Agreement (the "**Agreement**"), effective as of _____ (the "**Effective Date**"), is by and between Economic Consultants Oregon, Ltd., dba ECONorthwest ("**ECO**"), and The Town of Silt, Colorado (the "Town") ("**Client**"). ECO and Client will be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, ECO is engaged in the business of providing consultations on economic analysis; and

WHEREAS, Client wishes to retain ECO to provide the services described in this Agreement and from time to time in separately executed statements of work, and ECO is willing to provide the same to Client, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. ECO will provide to Client the services (the "**Services**") set out in one or more statements of work to be agreed to in writing by the Parties (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached to this Agreement as Exhibit A. Any additions or changes to the scope of the Services will be detailed in additional Statements of Work and will be deemed issued and accepted only if signed by an ECO authorized signer and the Client Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively. The details of the method and manner for performance of the Services by ECO are specified in the Statement(s) of Work and will be under its own control, Client being interested only in the results thereof.

2. ECO Obligations. ECO will:

2.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as ECO's authorized representative with respect to all matters pertaining to this Agreement and will serve as liaison for ECO authorized signer(s). As of the Effective Date, this primary contact is Cindy O'Connell.

(b) A number of employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work.

2.2 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent, expenses incurred, and materials used by ECO in providing the Services.

3. Client Obligations. Client will:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such

designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from ECO for instructions, information, or approvals required by ECO to provide the Services.

3.3 Cooperate with ECO in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable ECO to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses, permits, or consents, to prevent Client-caused delays in ECO's provision of the Services.

3.5 Provide ECO full and timely information and data, make timely decisions to ensure orderly progress of the Services, and give ECO prompt written notice if Client becomes aware of any fault, error, or defect in the Services.

3.6 Not attempt, directly or indirectly, to prejudice the outcome of the analysis performed by ECO.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by ECO and the rights granted to Client under this Agreement, Client will pay the fees set out in the applicable Statement of Work.

4.2 Client will reimburse ECO for all reasonable expenses, at cost, incurred in accordance with the Statement of Work within thirty (30) calendar days of receipt by Client of an invoice from ECO accompanied by receipts and reasonable supporting documentation, including, but not limited to, postage, telephone, photocopies, reports, data, computer search, travel, and meals.

4.3 ECO will submit a statement to Client monthly detailing the amount due. Client will notify ECO of the reasons for disapproval of all or any portion of the statement, if any, within five (5) business days of the date of the statement. If Client does not notify ECO within five (5) business days, the statement will be deemed approved and Client will pay the amount due to ECO in full within 30 calendar days of the date of the statement. Payment to ECO of such fees and the reimbursement of expenses pursuant to this Section 4 will constitute payment in full for the performance of the Services.

4.4 Client will be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client under this Agreement; provided, that, in no event will Client pay or be responsible for any taxes imposed on, or with respect to, ECO's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.5 All late payments will bear interest at the lesser of the rate of 1.25% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client will also reimburse ECO for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

4.6 In addition to all other remedies available under this Agreement or at law (which ECO does not waive by the exercise of any rights hereunder), If Client has an unpaid balance more than thirty (30) calendar days overdue, ECO may require a deposit (in total, the "Deposit") of ten thousand dollars (\$10,000), or such other amount as it determines appropriate in its sole discretion, in addition to the balance owed, which will be placed in an account under the control of ECO, and may be commingled with other funds. Without limiting the foregoing, ECO may stop work at any time if Client does not pay the deposit and overdue balance within ten (10) calendar days of the date it is requested.

4.7 If during the course of work ECO determines the Deposit is unlikely to approximate the balance due on the final statement, ECO may require Client to add to the Deposit to cause the Deposit to equal an amount sufficient to bring the balance up to the level of the expected final statement determined by ECO in its sole discretion. ECO may stop work at any time if Client does not deposit such additional amounts within ten (10) calendar days of the date it is requested.

4.8 The Deposit at the time of ECO's final statement in this matter will be withdrawn by ECO and applied to any balance due or past due including any finance charge. If after applying the balance of the Deposit there is still a balance due ECO, Client will pay it per paragraph A above. However, if after applying the Deposit to the final statement, there is still a balance in the Deposit, then ECO will promptly return said balance to Client.

5. Limited Warranty and Limitation of Liability.

5.1 ECO warrants that it will perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 ECO's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty will be as follows:

(a) ECO will use reasonable commercial efforts to promptly cure any such breach; provided, that if ECO cannot cure such breach within a reasonable time (but no more than thirty (30) calendar days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) The foregoing remedy will not be available unless Client provides written notice of such breach within thirty (30) calendar days of such breach.

5.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5.1, ALL SERVICES ARE PROVIDED "AS IS" AND ECO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND ECO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6. Intellectual Property.

6.1 All data or materials that are proprietary to Client must be designated in writing and clearly marked as such ("**Customer Materials**"). Client retains sole ownership of, and copyright in, the Customer Materials, but will grant to ECO a nonexclusive, perpetual, worldwide, royalty-free license to use the same as necessary or appropriate for the provision of the Services.

6.2 All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the Client in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**"), except for Customer Materials, will be owned by ECO.

6.3 Following payment in full for the Services without requiring further action by either party, ECO hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a nonexclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary for Client to publish the final reports produced by ECO in any media or by any means, provided that all publications include clear and visible notice of copyright by ECO and provided that any alteration to or omission of any portion of the complete report is approved in advance in writing by an authorized representative of ECO.

6.4 All or any part of the Deliverables may be published by ECO in any media by any means in its sole discretion

7. Confidentiality. The Parties acknowledge that, in connection with this Agreement, each Party (the "**Receiving Party**") may obtain Confidential Information of the other Party (the "**Disclosing Party**"). "**Confidential Information**" means any information that is treated as confidential by either party, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and

marketing. Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (w) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (x) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or (z) was received by the Receiving Party from a Third Party who was not, at the time, time and to the Receiving Party's knowledge, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

Such Confidential Information will not be used or disclosed by the Receiving Party except as specifically authorized, or as necessary to perform the Services. The Receiving Party agrees to keep such Confidential Information confidential and to accord such Confidential Information substantially the same standards and procedures it uses to protect its own confidential business information (but not less than reasonable care), including limiting access to employees and service providers on a need-to-know basis and only after such persons have been informed of and bound to maintain confidentiality. Nothing in this Agreement will prohibit or restrict Receiving Party's right to develop, use, or market products or services similar to or competitive with those of the Disclosing Party as disclosed in the Confidential Information as long as it will not thereby breach this Agreement. Additionally, each Party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other Party to be disclosed in the Confidential Information.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, if permitted by applicable law, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

8. Term, Termination, and Survival.

8.1 This Agreement will commence as of the Effective Date, provided Client executes and returns the Agreement within 21 days of ECO's execution of the Agreement, and will continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2 Either Party may terminate this Agreement and/or any Statement of Work upon written notice, effective immediately, if: (a) a petition under any bankruptcy law is filed by or against the other Party; (b) a receiver is appointed for the other Party's assets; (c) the other Party becomes insolvent or takes advantage of any insolvency or any similar statute; or (d) the other Party is in material breach of this Agreement or such Statement of Work, and such breach remains uncured for thirty (30) calendar days after written notice of the breach.

8.3 Notwithstanding anything to the contrary in Section 8.2, ECO may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for thirty (30) days after Client's receipt of written notice of nonpayment; or (b) more than once in any twelve (12) month period.

8.4 Notwithstanding anything to the contrary in Sections 8.2 and 8.3, either Party may terminate the Agreement by giving at least thirty (30) days written notice of intent to terminate, specifying the reason, and effective termination date.

8.5 If this Agreement is terminated pursuant to Sections 8.2, 8.3, or 8.4, ECO will receive compensation as specified in Section 4 for all work (or portion thereof) completed and costs incurred up to the effective date of the termination.

8.6 The rights and obligations of the parties set forth in this Section 8 and in Sections 5.3, 6, 7, 9, 10, 11, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT WILL ECO BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ECO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT WILL ECO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ECO PURSUANT TO THE APPLICABLE STATEMENT OF WORK GIVING RISE TO THE CLAIM.

10. Employee Protection. Client agrees that it will not directly or indirectly solicit for employment or independent consulting employees of ECO during the Term of this Agreement and for a period of 6 months after the termination of this Agreement. If Client does improperly recruit or solicit an employee during such period and as a result the employee becomes a direct or indirect employee or independent contractor for Client, Client agrees to pay ECO a sum equal to 100% of that employee's full base annual salary as of the date of the employee's departure from ECO as liquidated damages and not as a penalty.

11. Miscellaneous.

11.1 Entire Agreement. This Agreement, together with all Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Statements of Work and any other document, this Agreement will govern except that if a Statement of Work specifically identifies a section of this Agreement that to be amended or waived, that amendment or waiver will govern with respect to that Statement of Work but will not apply to this Agreement, any other Statement of Work, or any other document.

11.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and addressed to the Parties as follows (or as otherwise specified by a Party in a notice given in accordance with this Section):

Notice to Client:

The Town of Silt Colorado
 P.O. Box 70
 Silt, CO 81652
 E-mail: JMann@townofsilt.org
 Attention: Jim Mann

Notice to ECO:

222 SW Columbia Street, Suite 1600
 Portland, OR 97201
 E-mail: oconnell@econw.com
 Attention: Cindy O'Connell

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail, if sent during normal business hours of the recipient with confirmed receipt, and on the next business day, if sent after normal business hours of the recipient with confirmed receipt.

11.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.4 Amendments and Modifications; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of both parties.

11.5 Waiver. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.6 Assignment. Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent. ECO may, without Client's consent, assign this Agreement to an Affiliate or as part of a change of control or sale of all or substantially all of its assets.

11.7 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

11.8 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever. ECO retains absolute discretion in the manner and means of carrying out the Services, and Client will have no right or obligation to direct or control the working conditions of ECO's employees, independent contractors, or subcontractors.

11.9 No Exclusivity. Subject to its obligation to provide Services in accordance with this Agreement and any Statement of Work, nothing in this Agreement will be interpreted as preventing ECONW from performing services or creating deliverables for third parties even if they are similar to the services provided to Client under this Agreement.

11.10 Choice of Law.

(a) This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Colorado, Garfield County, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oregon.

(b) Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon in each case located in the city of Portland and County of Multnomah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set

forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission, and a copy of this Agreement signed electronically by .pdf, DocuSign, or similar means, will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.12 Force Majeure. Neither Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by acts of God, flood, fire, explosion, war, terrorism, invasion, riot, other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, or national or regional emergency, including any related governmental orders or restrictions, in each case, provided that such event is outside the reasonable control of the affected Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**Economic Consultants Oregon Ltd. dba
ECOnorthwest**

By: _____

Name: _____

Title: _____

The Town of Silt, Colorado

By: _____

Name: _____

Title: _____

EXHIBIT A

INITIAL STATEMENT OF WORK

1. Services. See attached scope of work.
2. Schedule. See attached scope of work.
3. Fees.
 - a. Cost Estimate: ECO will bill \$ () for the services described in section 1 above. **(DELETE IF BILLING TIME AND EXPENSE)**
 - b. Cost Estimate: ECO will bill CLIENT on a time-and-expenses basis for labor as detailed in the rate table below. ECO will bill CLIENT for direct expenses at cost, including but not limited to, postage, telephone, photocopies, reports, data, computer search, travel, and meals. The total of time and expenses will not exceed \$ (dollars) without written authorization. **(DELETE IF NOT USED)**
 - c. Cost Estimate: ECO will bill CLIENT on a time-and-expenses basis for labor as detailed in the rate table below. ECO will bill CLIENT for direct expenses at cost, including but not limited to, postage, telephone, photocopies, reports, data, computer search, travel, and meals. **(DELETE IF NOT USED)**
 - d. Rate Table: The hourly labor rates for performing the Services are as follows: **(DELETE IF FIXED FEE)**

i.	Senior Project Director	\$280 - 325/hr.
ii.	Project Director	\$210 - 325/hr.
iii.	Senior Project Manager	\$180 - 210/hr.
iv.	Project Manager	\$155 - 175/hr.
v.	Technical Manager	\$135 - 275/hr.
vi.	Associate	\$135 - 155/hr.
vii.	Senior Analyst	\$125 - 130/hr.
viii.	Analyst	\$95 - 120/hr.
ix.	Administrative	\$75/hr.
 - e. ECO reserves the right to increase the hourly labor rates for staff annually. **(DELETE IF FIXED FEE)**
 - f. The preceding budget estimate provided to Client by ECO is based on the information available to ECO at the time the estimate is prepared. Such information includes, but is not limited to, Client's initial description of the required analysis, Client's representations concerning the availability of necessary supporting material or information, Client's proposed schedule for making information available to ECO, and the deadlines initially proposed by Client for ECO's report. Variation or change in any of these factors will materially impact ECO's actual time and expenditures. The actual time and expenditures spent on the work by ECO may be less than or greater than the

ECO #

figures in ECO's estimate. Client acknowledges that ECO's budget estimate is not a commitment or a bid to perform the work for the amount of the estimate.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
August 12, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Second reading of Ordinance No. 9, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, REPEALING AND REPLACING CHAPTER 12.20 OF THE SILT MUNICIPAL CODE PERTAINING TO THE SKYLINE CEMETERY

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: It has been several years since the cemetery code has been updated. Staff felt it was time to revisit the code and address areas that were in need of clarification and direction to better assist staff in current times. There have been no changes since first reading.

ORDINANCE FIRST READING DATE: July 22, 2024

ORDINANCE SECOND READING DATE: August 12, 2024

ORIGINATED BY: Sheila McIntyre

PRESENTED BY: Sheila McIntyre

DOCUMENTS ATTACHED: Ordinance No. 9

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk, CMC

REVIEWED BY:



James Mann, Town Manager

**TOWN OF SILT
ORDINANCE NO. 9
SERIES OF 2024**

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO, REPEALING AND REPLACING
CHAPTER 12.20 OF THE SILT MUNICIPAL CODE PERTAINING TO THE SKYLINE
CEMETERY**

WHEREAS, pursuant to C.R.S. Section 31-15-103 and Section 1 of the Town’s Home Rule Charter, the Board of Trustees (“Board”) of the Town (“Town”) has the authority to make and publish ordinances necessary and proper to provide for the safety, preserve the health, promote the prosperity, improve the morals, order comfort and convenience of such municipality and the inhabitants thereof; and

WHEREAS, Chapter 12 of the Silt Municipal Code addresses the cemetery and the rules and regulations that are to be followed; and

WHEREAS, the Town finds it necessary to update this section of code in order to better reflect the current and future use of the cemetery; and

WHEREAS, the Town gave proper and timely published and/or posted notice of the dates and times of the public hearings at which the Board considered this ordinance; and

WHEREAS, the Board finds and determines that the adoption of this ordinance is necessary and proper to provide for the safety, health, prosperity and order of the Town.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF SILT,
COLORADO, ORDAINS AS FOLLOWS:**

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

Section 2. Chapter 12.20 of the Silt Municipal Code, “Cemetery”, is hereby amended as follows, with Underlined Text added and ~~strikethrough-text~~ deleted:

Chapter 12.20 - Cemetery

12.20.010 Establishment and control.

The Town has established a municipally-owned cemetery, known as Skyline Cemetery. The board of trustees shall have control of the operation of the cemetery through the establishment of cemetery rules, regulations and fees. The public works director or his designee shall serve as the sexton and have responsibility for the operation and maintenance of the municipal cemetery and the Town clerk shall have the responsibility for the sale of lots, recording of purchases and interments, and the maintenance of the cemetery map.

For any burial lot or space in Skyline cemetery where ownership or use rights have been transferred by the Town and in which no remains have been interred, no burial memorial has been placed, and no other improvement has been made for a continuous period of no less than seventy-five (75) years, the Town may reclaim the burial space.

There are no areas within the Skyline Cemetery boundaries designated for green burials.

12.20.020 Sale of (cemetery) lots.

- A. Burial plots in Skyline Cemetery shall be available for sale to residents and non-residents. The board of trustees shall set the fees for cemetery plot perpetual care, opening and closing a grave, and the purchase of plots, both for in-town and out-of-town residents, by resolution annually, or more often as necessary. Those requesting a cemetery service shall contact the Town clerk, and submit the requisite fee, to the Town no less than five working days prior to interment. The Town clerk shall then deliver a properly executed deed of conveyance. The Town reserves the right, in its sole discretion, to convey specific lots.
- B. For the purposes of this section, the Town deems a deceased person as an "in-town" resident if he/she resided within the incorporated area of the Town of Silt for at least 12 months preceding his/her death. The Town may require proof of the deceased person's residency, which may include mortgage statements, utility statements, or rental housing receipts.

12.20.025 Location of burial plots

All burial plots in Skyline Cemetery shall be located wholly within the boundary of the existing subdivided lot as laid out and designed on the Town's map of the Skyline Cemetery, as such may be amended by the board of trustees. Single plots shall be ten (10) feet in length and five (5) feet in width. The Town clerk upon receipt of the required payment for a burial plot, shall indicate the name of the purchaser and location of the plot on the cemetery map.

12.20.030 Conditions of conveyance.

The rights, title and interest acquired by any person in and to any lot in the Town cemetery shall be subject to the following conditions:

- A. No cemetery lot shall be transferred by a purchaser, his successors or assigns without such transfer first having been approved by the Town clerk. The Town shall refuse to recognize and honor any such transfer unless and until it is first authorized by the Town clerk and entered into the official Town records. No utilization of a cemetery lot shall be made until compliance with this section is complete. The Town shall charge ~~an administrative~~ a transfer fee as set by the board of trustees annually, or more often as necessary.
- B. Any purchaser or the legally authorized representative of a deceased purchaser wishing to resell a cemetery lot shall sell the lot only to the Town, in which case the Town shall pay the price which was originally paid for the lot, as noted on the deed or in the Town records, subject to availability of funds for such repurchase. The Town shall sell the lot at the current resell price.
- C. Nothing in this section shall be construed to permit the sale or conveyance of any cemetery lots, which have been used for interment.

12.20.035 Abandoned lots or burial spaces – Right to reclaim.

- A. The Town may reclaim title to a burial space in a cemetery in which no remains have been interred, no burial memorial has been placed, and no other improvement has been made for a continuous period of no less than seventy-five years. Prior to reclaiming title to a burial space the Town shall give notice and provide opportunity for a hearing pursuant to the method therefor described in Section 31-25-708, C.R.S., as such may be amended.
- B. Upon reclaiming title, the Town may thereafter sell, transfer and convey the right to interment therein.

12.20.040 Grave openings and closings.

- A. The Town clerk shall be notified at least ~~two~~ three working days (exclusive of days the Town offices are closed to business) before a funeral. No grave on any lot shall be opened except with the permission of and under the direction of the sexton following three (3) working days of the Town's receipt of all required documents and after all fees have been paid in full.
- B. No lot or grave shall be opened, closed, filled, sodded or revegetated, except by Town employees, under the direction of the ~~public works director~~ sexton unless otherwise approved.
- C. No burial of the remains of other than the immediate family of the owner of the lot shall be permitted until a signed written notice is filed by the owner, ~~his~~ his/her heirs, or ~~his~~ his/her assignees in the office of the Town clerk.
- D. One casket may be interred in each lot. In addition to a casket, up to six cremains may be interred in a lot.
- E. No animals shall be buried in the Town cemetery.
- F. No disinterment shall be allowed without permission of the state in accordance with applicable statutes and regulations, and without the permission of the owner of the lot or the surviving next of kin of the deceased. If the consent of such persons cannot be obtained, an order of the county court shall be sufficient.
- G. Arrangements for disinterment shall be made with the Town clerk. No disinterment shall be made except by Town employees, or as otherwise provided for by law. The Town shall not be liable for any injury or damage, including but not limited to, damage to monuments, markers, caskets, liners, and vegetation for a disinterment.

12.20.050 Monuments and markers.

- A. No monumental work shall be permitted on days that the Town offices are closed to business. ~~weekends or holidays.~~ The Town clerk shall be notified seven days before a monument or marker is placed on lot(s) and to allow sufficient time for the sexton to locate gravesite(s). The Town shall assume no responsibility for the correct location of any monument or marker, and any changes resulting from incorrect placement will be made at the lot owner's or monument firm's expense.
- B. Monument firms or installers shall be held responsible for any damage done by them to other monuments, markers, grass, trees, walkways, roads, etc., in the cemetery.

-
- C. No monuments and markers shall be placed in the cemetery between December 1st and April 1st. All monuments and markers shall be constructed of marble, bronze, granite, or other permanent materials specifically approved by the Town. All monuments and markers shall be set at the head of the lot and placed on a permanent foundation. No monument and marker shall exceed the width of the plot or inhibit the ability to prepare any plot for burial by both width and depth.
 - D. No lot shall be marked or defined by any fence, coping, railing, hedge or embankment, nor shall any lot be filled above the established grade. The use of bricks, gravel, crushed rock, shells, or other similar materials are prohibited.
 - E. Benches shall not be allowed on any plot unless they serve as the headstone and have been approved by the Town prior to placement. Any secondary markers placed on a plot where a headstone already exists shall be placed flush with the ground.
 - F. The Town shall have the right to exclude or remove from any lot or grave space any monument, marker, structure, tree, plant or other object which for any reason has become or shall become unsightly, detrimental or conflicts with the rules and regulations of the cemetery.

12.20.060 Decoration of lots.

- A. Planting of live flowers, bushes or trees of any kind is prohibited on the lot. Artificial or fresh cut flowers may be placed on the lot in a metal or plastic vase at any time and as close to the headstone as possible. Glass containers are prohibited. Artificial or fresh cut flower sprays, wreaths, and evergreens may be placed on the lot. Items that are not located next to the headstone must be removed before the day of the week designated by the Town of each week to allow for the mowing and maintenance of the cemetery. All decorations will be discarded when dead, faded, broken, or otherwise in unsightly condition.
- B. All decorations will be discarded when dead, faded, broken or otherwise in unsightly condition as determined by the sexton.
- C. Small U.S. flags and memorial flags are permitted on the lot and as close to the headstone as possible. Flags will be removed when they become torn, frayed, or otherwise unsightly as determined by the sexton.
- D. All other decorations are prohibited.

12.20.070 Maintenance responsibilities.

The Town shall care for and maintain all roads, walks, pathways, grass, ground, shrubbery and improvements in the Town cemetery; provided, however, that lot owners are to maintain all monuments and markers erected on their lots.

12.20.075 Damaging property prohibited.

All persons are prohibited from damaging landscaping, breaking or injuring any tree, shrub or plant, or lounging on any individual lot or in any way damaging or defacing any monument, grave marker, structure or other property within the grounds.

12.20.080 Supervision of funerals.

All funerals, upon arrival at the cemetery, shall be under the direct supervision of the sexton ~~public works director~~. The sexton shall not permit the interment or other disposition of any body in the cemetery unless the body is accompanied by a burial, removal or transit permit. Permits shall be filed with the Town clerk.

12.20.090 Prior interment.

Nothing herein shall be construed to affect or alter the rights of persons who, prior to the adoption of this chapter, were interred in the cemetery. The Town clerk shall maintain a list of all prior interments, within the limits of reasonably available interment information.

12.20.100 Liability.

The Town shall not be liable for any injury or damage to any cadaver, personal effects, monument, marker, decoration, landscaping, improvement, or other structure or item in the cemetery resulting from any cause beyond its reasonable control.

12.20.110 Burial in approved cemetery within Town required.

The interment of any deceased person within the corporate limits of the Town, except in the duly authorized cemetery by authorized personnel of the Town, is prohibited.

12.20.120 General rules and penalty.

- A. The cemetery shall be open to the public from sunrise to sunset. It is unlawful for any person other than Town employees or other authorized personnel to be on the cemetery property during the hours the cemetery is closed.
- B. No person or persons shall be allowed to desecrate the cemetery by removing, destroying, or defacing the flowers, shrubs, trees, monuments, markers or any thing or object placed therein for the beautification of the cemetery; or by allowing any livestock and domestic animals to gain access to the cemetery.
- C. There is to be no discharging of firearms, firecrackers, rockets, or any other fireworks. This exclusion of firearms does not apply to military funerals or similar occasions.
- D. All other applicable Town Code provisions are in force in the cemetery unless specifically contradicted or altered by some provision of this Chapter. Without limitation, these include the prohibition on alcoholic beverages, the prohibition against unreasonable noise and against noise disturbance, the prohibition against injuring, destroying or defacing property, the prohibition against a public nuisance, the prohibitions against vandalism, the requirement that dogs be kept on a leash and their excrement be picked up by the dog's owner, keeper or harbinger, and the prohibition against littering.
- E. The operation or use of any audio devices, including radios or musical instruments or any other noise-producing device is prohibited unless prior approval has been received from the Town and said device is used as part of a memorial service.
- F. Loud talking shall not be permitted on the Cemetery grounds. Talking in a manner that disturbs others in the Cemeteries is prohibited, except in the event of emergency.
- G. No signs, notices or advertisements, other than those created by the Town related to Cemetery business, shall be permitted within the Cemetery grounds.

H. ___ Violation of any of the provisions hereof shall be subject to the penalties set forth in Chapter 1.12 of the Silt Municipal Code.

Section 3. All ordinances heretofore passed and adopted by the Board of Trustees of the Town of Silt, Colorado, are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

Section 4. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this ___ day of ___ 2024, at 7:00 p.m. in the Municipal Building of the Town of Silt Colorado.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED, this ___ day of ___ 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
August 12, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Second reading of Ordinance No. 10, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING SECTIONS OF CHAPTER 6.04, 6.08 AND CHAPTER 8.24 OF THE SILT MUNICIPAL CODE REGARDING DOGS IN PARKS AND HOURS OF OPERATION RELATED TO THE SKATEPARK WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Staff felt that it was time to revisit these parks related sections of code to provide better guidance to staff when dealing with dog related complaints, warnings and dogs on leashes. The revision also contains information in relation to dogs at the Silt River Preserve and Silt Island Park. The hours of operation for the skatepark have also been included in this park update ordinance.

ORDINANCE FIRST READING DATE: July 22, 2024

ORDINANCE SECOND READING DATE: August 12, 2024

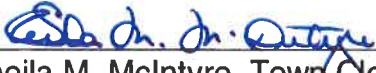
ORIGINATED BY: Sheila McIntyre

PRESENTED BY: Sheila McIntyre

DOCUMENTS ATTACHED: Ordinance No. 9


TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk, CMC

REVIEWED BY:



James Mann, Town Manager

**TOWN OF SILT
ORDINANCE NO. 10
SERIES OF 2024**

AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 6.04, 6.08 AND CHAPTER 8.24 OF THE SILT MUNICIPAL CODE (“CODE”) REGARDING DOGS IN PARKS AND HOURS OF OPERATION RELATED TO THE SKATEPARK WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt (“Town”) is a Colorado home-rule municipality organized under Article XX, Section 6 of the Colorado Constitution, in accordance with the Silt Home Rule Charter; and

WHEREAS, pursuant to Colorado Revised Statutes (“C.R.S.”) Section 31-15-103, and Section 1-6 of the Town of Silt Home Rule Charter, the Board of Trustees (“Board”) has the authority to make and publish ordinances necessary and proper to provide for the safety, health, prosperity and order of the Town; and

WHEREAS, the Board wishes to repeal and replace portions of Silt Municipal Code (“Code”) Chapter 6.04 and Chapter 8.24 of the code in order to clarify language regarding dogs in parks and the hours of operation of the skate park within the Town; and

WHEREAS, the Town gave proper and timely published and/or posted notice of the dates and times of the public hearings at which the Board considered this ordinance; and

WHEREAS, the Board has determined that the adoption of this ordinance is necessary and proper to provide for the safety, health, prosperity and order of the Town.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ORDAINS AS FOLLOWS:

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

Section 2. The following sections of Chapter 6 of the Silt Municipal Code are hereby amended as follows, with Underlined Text added and ~~strikethrough~~ text deleted:

Section 6.04.190 Animals disturbing the peace and quiet.

- A. No owner of an animal shall fail to prevent it from disturbing the peace and quiet of any other person by loud and persistent barking, baying, howling, ~~yipping,~~ ~~erying,~~ yelping, whining, or other audible sound ~~making any other noise~~ in an

excessive, continuous or untimely fashion, whether the animal is on or off the owner's premises.

- B. The provocation of an animal whose noise is complained of is an affirmative defense to any charge for violation of subsection (A) of this section.
- C. ~~No~~ Any owner of an animal which is alleged to have disturbed the peace and quiet of another person ~~shall~~ may be charged with a violation of subsection (A) of this section ~~unless the owner of a member of said person's household has received a written or verbal warning from a police officer or an animal control officer within the preceding twelve months~~ regardless if the owner has received a prior written or verbal warning. ~~A previous violation will be considered equivalent to a previous warning.~~
- D. The warning process to be employed prior to a charge being instituted for a violation of subsection (A) of this section shall be substantially as follows:
 - 1. A police officer or animal control officer may issue a warning after receiving a complaint of a disturbance, or upon observing (hearing) a violation.
 - 2. Two or more complaints must clearly identify the complainant by stating his or her name, address and telephone number. The complainants shall further state, if known, the name of the animal's owner, the owner's address and telephone number, a description of the animal, description of the offense, the date, time, place and duration of the offense. These complaints need not be from separate individuals.
 - 3. A record or incident report shall be kept of any such complaints and investigation.
 - 4. The warning shall state that complaints have been received, recite the date of the alleged offense, and conclude that the owner's animal may have disturbed the peace or other individuals. The warning shall advise the animal owner of the possible penalties for a violation of this section and advise the owner that the next complaint may result in a summons being issued against the owner. The warning shall be identified as being issued by any police or animal control officer empowered by the town to enforce the provisions of this title.
 - 5. A previous violation, as set forth in section "C" above, will be considered equivalent to a previous warning if the violation occurred within the last twelve months.

Section 6.04.250 Animals in town parks.

~~No owner shall allow an animal upon any property designated by the Town of Silt as a public town park, unless the animal is on the prescribed ten-foot leash. Unless otherwise permitted/prohibited by the town administrator or their designee, or by ordinance, regulation, special license, event permit or other posting, the owner, keeper~~

or harborer 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 a secure restraint, such as a leash or cord, not more than ten feet in length that is controlled by the dog's owner, keeper or harborer per Chapter 6.04 of this code. Unless otherwise permitted/prohibited by the town administrator or their designee, or by ordinance, regulation, special license, event permit or other posting, no dogs are allowed off the trail or sidewalk within a park, open space or public place.

Section 6.08.015 Prohibited animals.

- A. All livestock, including but not limited to horses, mules, cattle, goats, sheep and pigs, shall not be permitted to run or be at large within the limits of the town. No horse, mare, gelding, colt, mule, hinny, jack, burro, jennet, bull, steer, cow, heifer, calf, goat, sheep, pig or hog shall be permitted to run or be at large within the limits of the town.
- B. It is unlawful for any person anywhere in the town to maintain, keep, harbor, raise, stable or corral any livestock, cattle, goats, sheep, swine (except pot-bellied pigs as defined in this code), foxes, ducks, turkeys or geese or any more than four rabbits, except in connection with the commercial slaughter and processing of animals.

Section 3. Chapter 8.24.040 of the Silt Municipal Code, "Dogs permitted/prohibited", is hereby amended as follows, with Underlined Text added and ~~strikethrough~~ text deleted:

Section 8.24.040 Dogs permitted/prohibited

Unless otherwise permitted/prohibited by the town administrator or ~~his~~ their 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~~ a secure restraint, such as a leash or cord, not more than ten feet in length 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.~~ Unless otherwise permitted/prohibited by the town administrator or their designee, or by ordinance, regulation, special license, event permit or other posting, no dogs are allowed off the trail or sidewalk within a park, open space or public place.

- A. Silt River Preserve. The Silt River Preserve, located off County Road 346 and south of the Colorado River is a park, open space and public place where dogs are strictly prohibited, due to the unique nature of the conservation easement that governs the park.

- B. Silt Island Park, otherwise known as “River Park” or “~~Doggie Park~~” “Dog Park”. The Silt Island Park, otherwise known as River Park or “~~Doggie Park~~” Dog Park, located south of the River Frontage Road and east and adjacent to County Road 311 is a park, open space and public place where a dog is permitted without a leash as long as such dog does not create conflict with another dog(s). The town administrator, ~~in his sole discretion~~ or their designee, shall determine if a specific dog, upon complaints by other(s) and following an adequate town investigation, is no longer welcome at the “~~Doggie Park~~” Dog Park. In such case, the owner, keeper or harbinger of such dog, upon notice by the town, shall discontinue any and all trips to the Dog Park with such dog.

Section 4. Chapter 8.24.100(K) of the Silt Municipal Code, “Rules and Regulations for skatepark facility”, is hereby amended as follows, with Underlined Text added and ~~strikethrough~~ text deleted:

8.24.100 – Rules and regulations for skatepark facility.

(K) Hours of operation (~~from 7:00 a.m. to 9:00 p.m.~~) will be from dawn to dusk, -at the discretion of the town and will be strictly enforced;

Section 5. All ordinances heretofore passed and adopted by the Board of Trustees of the Town of Silt, Colorado, are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

Section 6. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this ___ day of _____, 2024, at 7:00 p.m. in the Municipal Building of the Town of Silt, Colorado.

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

Town of Silt

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC



Date: August 12, 2024
To: Mayor Richel & Board of Trustees
From: Jim Mann, Town Manager
Subject: Manager's Report

CML Policy Committee: CML is looking for member communities to appoint members to their policy committee. This committee is "...an essential part of the policy development process at CML." Currently the area is poorly represented on the policy committee, with Aspen, Glenwood, and Parachute the only representatives from the Roaring Fork Valley all the way through western Garfield County. If you have ever wondered why the front range politics dominates the narrative, it may be because our voices are not being heard. Each member can appoint a member and an alternate for their single vote on the committee and I would suggest that Silt make sure that our voices are heard. The time commitment is for five meetings from 9 am to Noon on the following dates:

- Friday, October 11
- Friday, December 6
- Friday, January 17 (virtual)
- Friday, February 21
- Friday, March 14 (virtual)

As this would be easy for me to attend on Fridays, I would be happy to be one of the appointed representatives, however, if there is more than one interested board member, I am also happy to step aside as this is your realm. Attached is a copy of the roles and responsibilities and the current make-up of the committee. The deadline to submit members is August 31.

Celebrity Fishes: One of the clarifiers at the waste water treatment plant is home to five koi (four wearing appropriate safety gear, with one black koi that must be management as they are ignoring safety gear requirements). In 2021 a bunch of koi were placed in the north clarifier that were one to two inches in length. Fast forward to 2024 and five fish remain and have now grown to seven to eight inches. The koi have been very helpful in keeping algae blooms under control, eating water mites/fleas, eating midge fly larvae and other insects. Our five busy fishes also serve as an early warning system for the clarifier, letting us know if there is a contamination issue or pH balance issue with the clarifier.



We thought that our five fish employees should be named and are thinking that we should hold a naming contest for the five and give them the celebrity status that they deserve. We will be working with Cactus Valley to hold a contest to name the fish.

Pedestrian Bridge: Staff has continued to work on the plans for the proposed 7th Street Pedestrian Bridge. We will be formally presenting an update to the design plans at the August 26th Board of Trustees meeting that eliminates the need for the two properties west of 7th Street.

Unfortunately, we were informed that our request for 2024/2025 Congressionally Directed Spending was not forwarded on for funding.

River Run: Staff continues to work with Attorney Sawyer on the issues that are present in the development. We will schedule a time in the future to fully update the Board on issues that need to be addressed, as there are some issues that the Board will need to weigh in on.

Property Taxes/Proposed Special Legislative Session: There is discussion related to the legislature holding a special session on property taxes in exchange for two competing ballot initiatives, both appear to have the appropriate signatures to make the November election, that would adjust property taxes in the state. An article from Colorado Politics is attached.

Here is a summary of the Propositions:

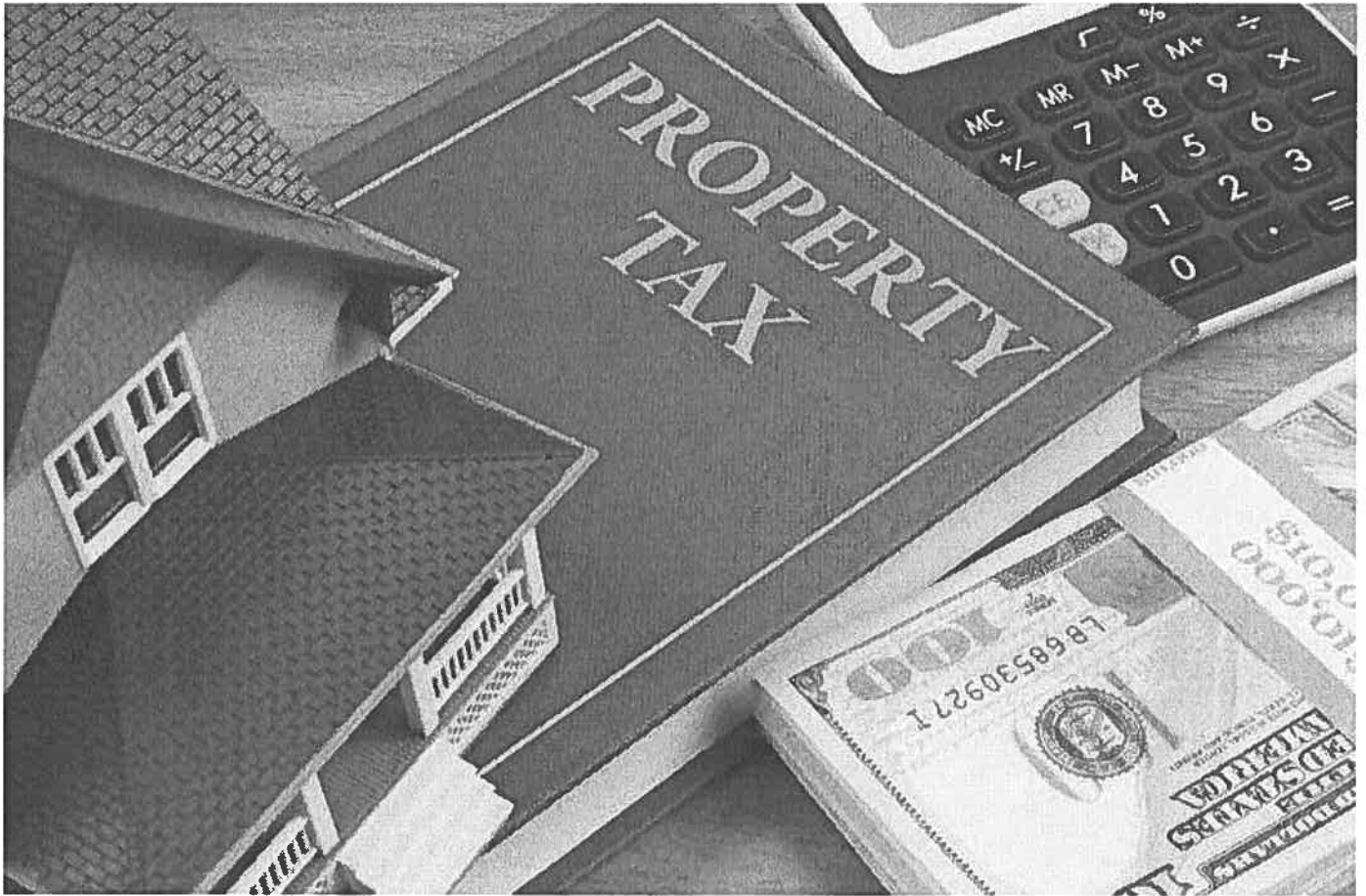
- **Proposition 50** would institute a 4% cap on the revenue growth from property taxes. It is estimated that statewide it would result in \$115 MM loss of revenue in the first year, swelling to a \$1 B in three years.
 - Because the cap is statewide, if one region grows excessively there would be an adverse impact outside of that region
 - While the Budget Stabilization Factor, which was eliminated for the first time since 2009 this past year would likely re-emerge impacting School Districts
 - Because the cap is set at 4%, in years where inflation factors are greater than 4%, the cap would amount to a reduction
 - Likely would increase the need to utilize local ballot measures to increase revenues
- **Proposition 108** would reduce the property assessment rates to 5.7% for residential and 24% for non-residential. The statewide fiscal impact of Proposition 108 is \$3 B in the first year, increasing thereafter.
 - The state is required to backfill the lost revenue mentioned above, which would have a significant impact on the State's general fund
 - According to the Colorado Sun, the state closed its fiscal year with a \$164 MM budget deficit and the 2025 fiscal year starts with a structural deficit of between \$35 MM and \$85 MM. The gap is expected to grow to \$572 MM for the 2026 fiscal year

While we all like the concept of paying less in taxes, the reality is that either of the measures proposed above would have a significant impact on local government operations. That being said, you never know what the legislature will gin up either – it could be equally devastating.

Parties hint of negotiations to remove Colorado property tax initiatives from November ballot

Deborah Grigsby deborah.smith@denvergazette.com

Aug 5, 2024



By Nick Youngson via Pix4free.org

Two initiatives designed to reduce property taxes for Coloradans might not appear on the November ballot if lawmakers and advocates succeed in negotiating the terms for a rare special legislative session that would tackle soaring valuations.

Lawmakers and political advocates hinted at discussions to halt Proposition 108 and its companion measure, Proposition 50, in exchange for a special session on property taxes and local government revenue. Proposition 50 already qualified for the ballot, while election officials have yet to conclude

whether Proposition 108 also turned in enough signatures. Proponents are confident it would make the ballot.

That special session would have to happen quickly, as the deadline to remove the propositions from the ballot is Sept. 6.

Teller County Commissioner Robert Campbell confirmed that Colorado Counties Inc.(CCI) convened a special meeting on Friday, at which 64 of the 66 attendees expressed their support of a CCI-penned letter be sent to state Capitol leaders that a special legislative session be convened. The letter has yet to be sent.

In that 80-minute meeting, Campbell, who also chairs CCI's Tax and Finance Legislative Steering Committee, said the group's support would be contingent upon meeting some very specific terms.

"The qualifiers that everybody agreed to would be that the special session be limited in scope to just this property tax deal, Mr. (Michael) Fields making a public statement that he would withdraw and that this wouldn't be just a six-month fix and only (for Fields) to come back and do another initiative right away because part of this is counties have to be able to plan," Campbell said.

"We have to have some dependability in our system," he added.

The two ballot measures are sponsored by Advance Colorado, which is led by Michael Fields, the organization's president.

EI Paso Commissioner Carrier Geitner was also on that call.

Geitner, an EI Paso County Republican, said in an email that while she was not sure of how many people were on the CCI call, "only two voiced opposition to writing a letter to support a negotiated compromise, possibly including a special session."

"We were in agreement that the letter should urge the governor, should he call a special session, to make the call very limited and to only address the property tax issue," Geitner said.

Geitner also confirmed that Fields was on the Friday call. In fact, she said she suggested the group invite him to join.

“He logged on to the Zoom link to immediately address questions. He verified that the negotiation was, indeed, taking place and that a special session was necessary for the compromise to happen.”

Colorado Politics asked Gov. Jared Polis' office about the discussions and the potential for a special session.

“Governor Polis is having conversations with all parties about how we can further reduce property taxes, decrease risk, build on the major tax cuts of the last two years, and continue saving people money on property taxes without undermining Colorado's future,” gubernatorial spokesperson Shelby Wieman said in an email statement on Sunday.

Although the Colorado Constitution grants the governor authority to convene a special session, the General Assembly may call one if two-thirds of each chamber requests it in writing.

This means that at least 44 of the 65 representatives and 24 of 35 senators must agree on the subject to be addressed and notify the the House speaker and Senate president.

House Speaker Julie McCluskie, D-Dillion, has not responded to Colorado Politics' request for comment.

Sources said the proposed negotiation stems from fears that passing the ballot initiatives together would be “devastating” to the state and even more so to local government. Proponents of the two initiatives have argued that the solutions adopted by lawmakers and the governor offer insufficient relief to residents and that a more meaningful fix is warranted.

Also backed by Colorado Concern, Proposition 108 seeks to reduce assessment rates to 5.7% for residential properties and 24% for commercial properties. Proposition 50, a constitutional amendment, would cap tax revenue growth to 4% and require voter approval for local government to retain dollars above the limit.

In Colorado, there is no state property tax. Only local governments — such as counties, school districts, cities, towns, and special districts — may impose and collect property taxes. The revenue funds school operations and local services, such as road maintenance, police departments, fire protection, water and sewer infrastructure, parks and libraries.

“In the last days of the legislative session that ended in May, we had the unprecedented passage of SB24-233, which was a bipartisan agreement to lower property taxes while at the same time, protect the state budget,” said Sen. Barbara Kirkmeyer, R-Larimer. “Over the last several weeks, we have managed to find a way to expand on that historic compromise and further lower property taxes for both homeowners and businesses, while preserving local government services and ensuring services we care about at the state level will continue.”

Kirkmeyer added that getting local governments and the proponents of Initiative 108 and 50 to agree to this compromise is “no small feat.”

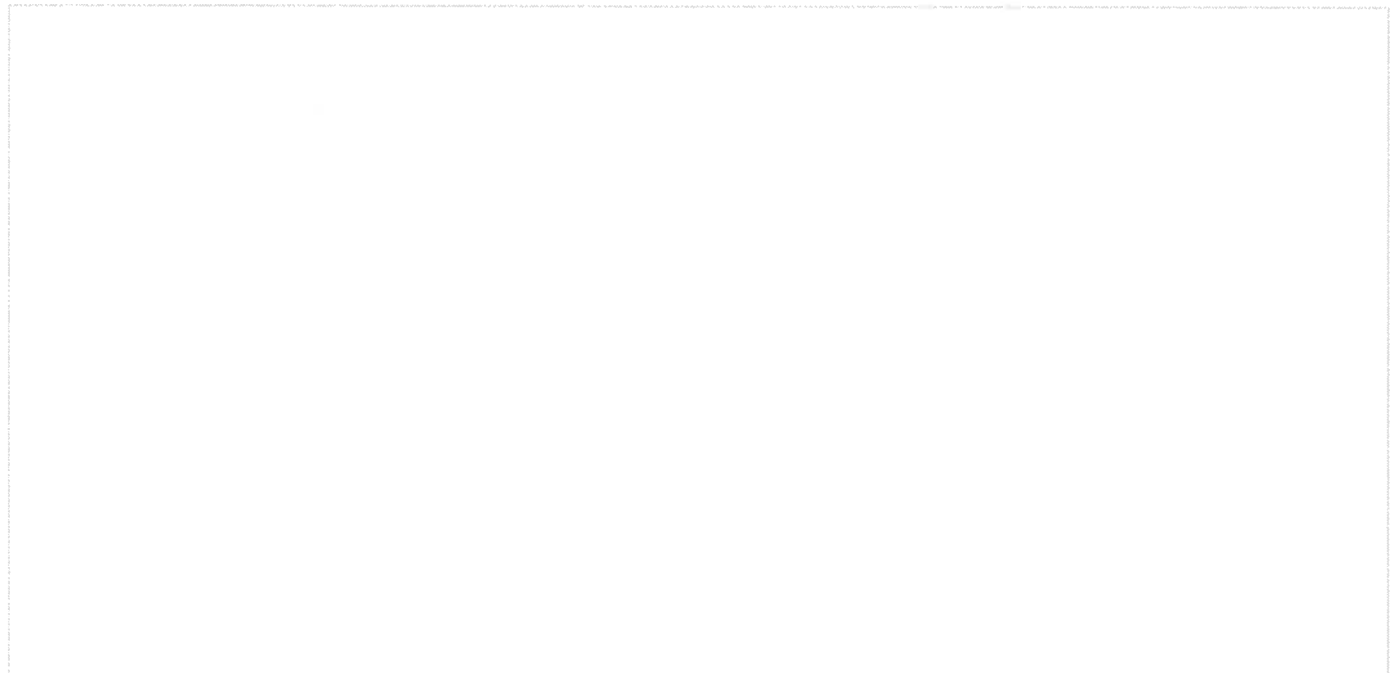
“My hope is Democrats come ready to work in the month of August so we can codify this landmark agreement and give the people of Colorado the property tax relief they deserve,” she said.

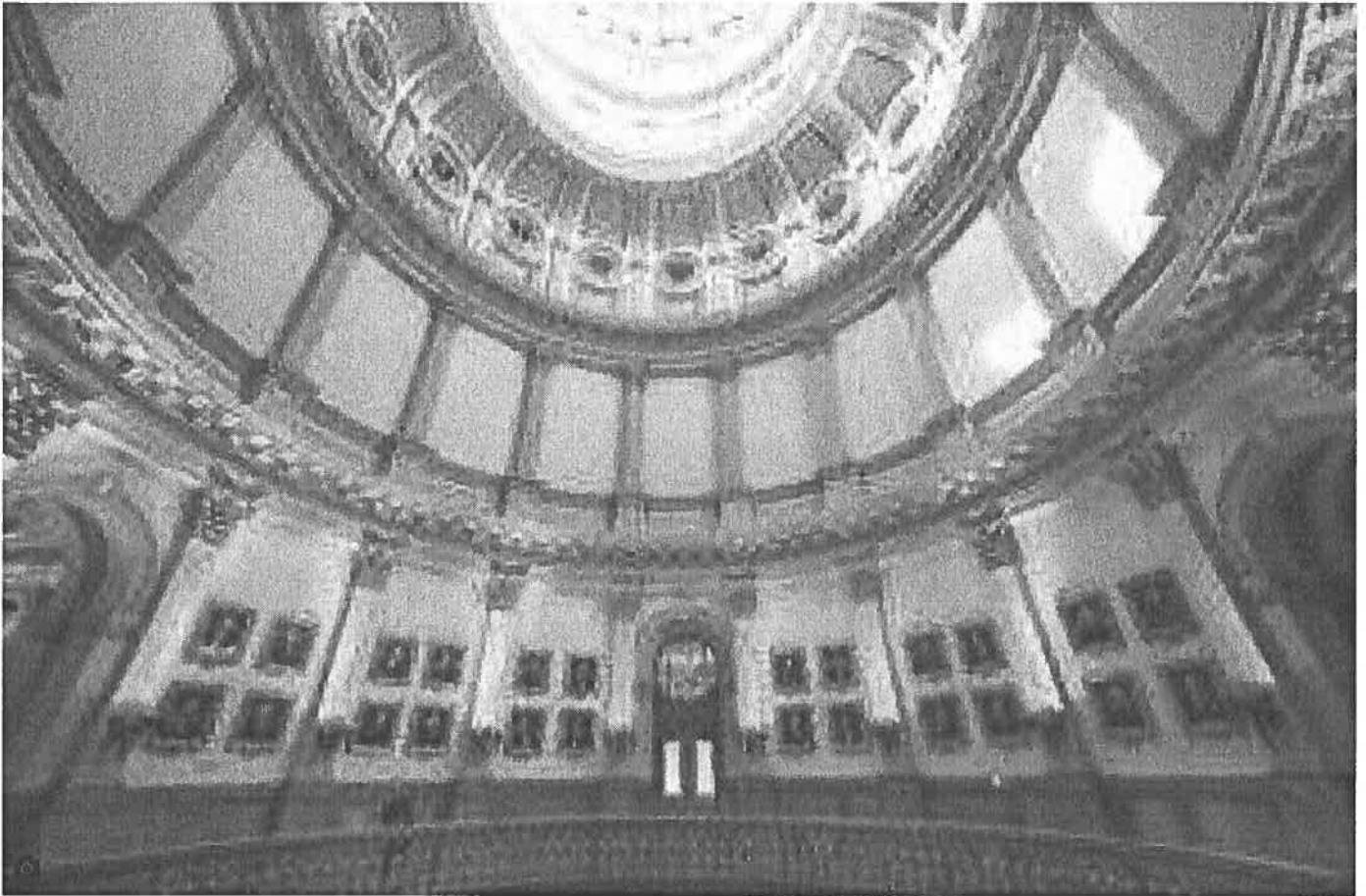
“Polling shows that the property tax issue is top of mind across our state,” Fields wrote in a [May 16 editorial for the Denver Gazette](#). “This is why voters will embrace a substantial, reasonable, and responsible reform plan that permanently cuts taxes, caps revenue growth, and protects local services, preferring this path over a weaker imitation.”

Fields said the government should not grow faster than taxpayers’ wages.

“Our goal has always been real property tax relief for homeowners and businesses,” Fields said. “The legislature still has a narrow window to do that. But if they don’t, we will be going full steam ahead with both measures.”

MORE INFORMATION





Colorado to see 'enormous decrease' in revenue, less TABOR refunds because of new tax laws

Signatures submitted to add Colorado property tax initiative to November ballot

Colorado Republicans celebrate policy wins in 2024 legislative session

Donald Trump to attend sold-out fundraiser in Aspen; parties hint of property tax negotiations; vacancy panel to select new Democratic candidate | WHAT YOU NEED TO KNOW

Teachers union, special districts argue against potential compromise on property tax ballot measures

Deborah Smith



Date: August 6, 2024

To: Mayor, Trustees and Interim Administrator Mann

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for July 2024

Town Clerk duties:

- Attended staff meetings
- Signed paychecks and A/P checks
- Misc research for various staff members
- Attended Heyday meetings
- Customer service
- Purging of old records
- Prepared and sent out BOT packets, attended and followed up on work sessions/meetings, special meeting, work sessions, and transcribed minutes
- Picked up food for BOT meetings
- Assisted citizens with cemetery plots
- Index filing
- Ordered business cards
- Ran errands: Bank, picked up food for work session, Post Office, Micro Plastics, locksmith, Jeans Printing
- Prepared directives list
- Sent public notices to newspaper
- Worked on housekeeping ordinances
- Prepared proclamation
- Prep work for Heyday
- Gathered letter of credit info Painted Pastures and sent out
- Ordered phones for employees

Municipal Court & Police Dept. duties:


- Prepared Appearance bonds for jail
- Prepared VALE packet, attended meeting and transcribed minutes
- Input tickets and payments
- Prepped for and attended court
- Sent old cases to collections
- Training Marcella on inputting tickets
- Prepared late notice letters
- 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
- Filing

Did you know that the Eiffel Tower grows in the summer? The iron in the Eiffel Tower expands in the heat, causing it to grow up to 6 inches taller and tilt up to 7 inches away from the sun!



Public Works Department
Joe Lundeen

Memo

To: Jim Mann, Town Administrator 

From: Joe Lundeen, Public Works

Cc: File

Date:

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.

Public Works

- ❖ (7th Street Bore project), bore project is going well tie in at Frontage Road and 7th street are done. Waiting to schedule Rail Road flaggers to start bore under rail road tracks.
- ❖ (Home Ave. Rebuild Project) New irrigation main is in and tested and in service, extra 4" and 2" conduit installed at alley for future. starting on curb and gutter at west end of project.
- ❖ Set up and clean up events
- ❖ First cutting of Hay at SRP, back to irrigating
- ❖ Inspection
- ❖ Street sweeping
- ❖ Repair all tree grates on main Street for trip hazards
- ❖ Park irrigation repair
- ❖
- ❖

Water/Wastewater

- ❖ The surge relief valve on main water entry line was replaced. This protects the main entry water pipe from possible water

hammer which could break that line leaving us without a way to supply water to the town.

- ❖ A Loaner Meter read interrogator was delivered to staff and meter repairs have resumed. Our interrogator is out for repair and is still under warranty. This interrogator connects to a radio which links to the meter so we can get the water usage without visually inspecting the water meter every month.
- ❖ PFAs (Polyfluoroalkyl Substances) samples were sent out and our application submitted for a pending blanket settlement. All three of our water sources have now been tested and the results of each are well below the maximum recommended levels. PFAs is a new concern of the EPA as they are finding them increasingly in source waters. PFAs are introduced mainly when factories or other entities discharge into water sources or areas that can have runoff into such.
- ❖ Sunrise Tank 2 restoration began in the 2nd week in July and the coatings have been inspected and approved by a third-party company as recommended by the CDPHE (Colorado Department of Health and Environment).
- ❖ An OSHA approved tank ladder, security attachments and safety railings were installed. An appropriate safety harness has been ordered for employees to wear when climbing the storage tanks
- ❖ Vegetation around the Backwash Pond has been partially cleared with some more work to be done. This is necessary to maintain the integrity of the pond.
- ❖ The Environmental Protection Agency (EPA) has determined that homes built before 1960 with original water pipes are more at risk of having lead pipes. This year is the first year the Colorado Department of Health is mandating municipalities to submit an inventory of these homes. This list is Due in October. We started with 126 water services to investigate and have

- narrowed it down to 10 homes in which the water pipe material is unknown. Letters have been sent to those property owners.
- ❖ Vegetation growing around and debris flowing into the river inlet is an ongoing battle and needs weekly maintenance. The new Utility Technician has taken on this task and is making headway.

Distribution

Approx 5-6 work orders/repairs were done in July. Meter reads were 93% in July. The repairs are quickly increasing and this is expected to begin increasing the read percentage as repairs are ramped up. It takes a coordinated effort between water dept staff and public works staff in cases where a meter depth, setter, curb stop or service line work is required.

The Backflow program is on track and going well this year

WWTP

At the waste water plant for the month of July we have made a dynamic effort to get our WAS cycles (Waste Activated Sludge) into a better set. Over the last few months with the construction happening and the road to the effluent building not always being accessible it has been a challenge. We are continuing to optimize our process by adding new control air lines to our digesters. With continuing discussions involving Tony Zancanella we will be making small changes to have big impacts on this process. Along with putting a plan together to clean and to perform much needed maintenance on the basins themselves.

Along with these implementations we have received the new VFDs (Variable Frequency Drives) for our Blowers. In the near future Charles with CT electric will be installing them with the help of our staff. With

these new controllers we will have access to more information and control to help {increase efficiency, reducing energy costs} with the cost of running the Waste Water Plant.

collections

- ❖ Collection system maintenance is on schedule this year with jetting around town. We have had many alarms regarding High Levels from the KOA sewer lift station.

0.	GALLONS HOUSEWATER	
4,052,672.	GALLONS Backwash	
12,621,420.	ADJUSTED TOTAL PRODUCTION	

We produced just over 12.6 million gallons of potable water (before adjustments). We have used approx. 16.6 million gallons of Raw water for production.

Charging Station

- ❖ 9 Vehicles
- ❖ 16 charging sessions
- ❖ \$27.82
- ❖

Bulk Water

- ❖ 187,085.66 Gallons of water through coin operated system
- ❖ 299,135.45 gallons of water through commercial system

Public works Director

- ❖ Board meetings
- ❖ Staff meetings
- ❖ FMLD meeting on grant preparation
- ❖ FreeUp Storage meeting
- ❖ MainStreet plaza meeting
- ❖ Meet with ting for quote on internet
- ❖

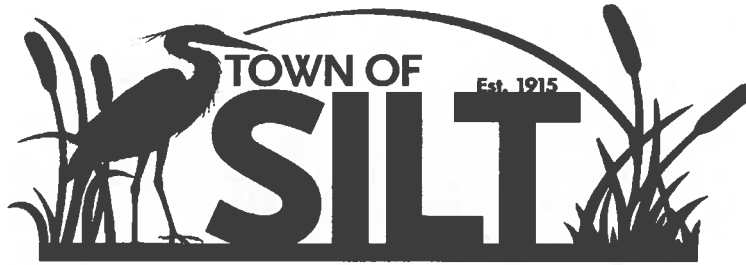
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTAL

Incidents 2024	419	363	341	396	602	544	709									3374	3374
Incidents 2023	392	297	327	400	344	364	389	367	360	356	313	272	4181				2,513
Cases 2024	9	19	23	11	32	29	21									144	144
Cases 2023	26	18	21	25	10	16	25	20	19	8	11	16	215				141
Animal 2024	21	23	18	23	25	17	29									156	156
Animal 2023	28	13	10	15	19	20	25	25	21	33	20	18	240				115
Adult Arrests 2024	1	1	10	6	9	10	11									48	48
Adult Arrests 2023	14	13	11	22	3	5	3	12	7	1	2	2	95				49
Juvenile Arrests 2024	0	0	0	1	0	0	0									1	1
Juvenile Arrests 2023	0	0	0	1	0	0	3	0	0	0	0	0	4				4
Tickets 2024	27	43	39	40	70	84	86									389	389
Tickets 2023	48	32	61	36	31	23	30	44	40	38	34	25	442				200
Warnings 2024	46	55	50	64	131	128	158									632	632
Warnings 2023	48	29	40	44	44	32	35	46	48	57	37	44	460				271

Incidents All calls for service

Cases All calls for service that require a case report to be written (excluding Traffic)

Animal All calls for animal complaints (running at large, barking, vicious



TOWN OF SILT
STAFF REPORT

Date: July 31, 2024

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

A handwritten signature in blue ink, appearing to be "Amie Tucker", is located to the right of the "To:" and "From:" lines.

Tasks Completed in July

- Bulk Water
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Petty Cash Reconciliation (General and Recreation)
- Quarterly 941's and Unemployment Reports
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Positive Pay filing and Verification
- Grant Management
- Monthly Disbursements
- Weekly Staff Meetings
- Zoom meeting hosting for Board meetings
- Senior Programs Meeting
- Alpine Bank Meeting
- I70 Pedestrian Overpass Meeting
- ClearGov Meeting

I attended the CIRSA luncheon in Glenwood Springs. Their presentation covered the rising costs of insurance. They estimated an average increase of 12% over this year's premium. The deductibles for auto, property/casualty, and law enforcement liability will be raised. In previous years our deductible was \$1,000 for all 3. For 2025 auto and property /casualty will be \$5,000 and Law Enforcement Liability will be \$25,000.



Community Development Department

MEMORANDUM

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

Building Department

- * Zoning & Building Reviews
- * Inspections - 41 in July
- * Contractor Licensing- 7 New / 216 YTD
- * BEST Tests- 15 New / 63 YTD
- * Miscellaneous Permits – 20 New / 107 YTD
- * Excavation Permits- 4 New / 32 YTD
- * Single Family Permits – 1 New / 7 YTD
- * Commercial Building Permit- 0 New / 0 YTD
- * Stop Work Orders
- * Building Code Second Phase Implementation

Administration

- * Staff Meetings
- * LED/Community Engagement/Communication
- * Business Licenses- 126 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- 28 YTD
- * Housing Needs Assessment Grant
- * GarCo Grant Outreach

Recreation

- * Online Registration Portal Updates
- * Soccer Reg Open

Code Enforcement

- * Non-Compliant Business Licenses
- * Building w/out a Permit
- * Utility / Drainage Easements

Subdivisions/Work In Process

- * 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

- * Western Slope Veteran's Coalition- Abandoned
- * Laestadian Annexation- Approved, Waiting to Record
- * River Run Storage Site Plan- Pending
- * 510 West Main- Site Plan Amendment- Continued
- * Ehlers Plat Amendment- Approved P&Z & BOT
- * Rislende- Site Plan Amendment- Approved
- * Tim Pace- Special Use
- * River Trace Amended Site Plan

Special Events- Current & Future Planning

- * Create Flyers and Advertise Events
- * All Event Prep (Booking Bands Etc..)
- * Party At The Pavilion
- * Movie In The Park

- * Code Enforcement Complaints
- * Weekly Code Enforcement Meetings
- * Code Research for Complaints



July 18, 2024

News You Can Use

Use Xpress Bill Pay to Pay your Town Bill!

The Easiest Way to Pay Your Bill

Our online payment option saves you time and gives you more flexibility in how you pay your bill.

If you have an internet connection and an email address, you can now pay your bill online! It's fast, it's easy, and you no longer have to write a check each month or find a stamp when it's time to send in your payment.

How It Works

We have partnered with Xpress Bill Pay, the premier provider for online payment systems.

When you sign up for online bill payment, you will get a secure password to access your personal account at xpressbillpay.com. Every month we'll send you a reminder email to let you know when your bill is online.

Then, log in through your web browser and view your bill. Select a payment type — credit card,

debit card, or electronic funds transfer — enter the requested information, and you're done!

It's that easy, and it only takes you a few minutes.

Q & A

About Online Bill Payment

Q: Does it cost anything to sign up for online payments?

A: No. It's free to sign up for online bill payment and to use the Xpress Bill Pay service.

However, some billing organizations charge a transaction convenience fee.

Q: What is Xpress Bill Pay?

A: Xpress Bill Pay is the company we have partnered with to handle our online payments. You

access your account from their website, xpressbillpay.com.

Q: What payment choices do I have?

A: You can pay with a credit or debit card or transfer funds directly from your checking account(aka eCheck).

Set up paperless and get a \$2 discount with the Town!

Micro Soccer is Back!

Click on the linked button below to take you to youth sports registration to register your kiddos!



Silt Micro Soccer
August 19th - October 25th
Boys and Girls Ages 4 - 7
All Players Must Be 4 Years Old By August 19th
U6 - 2019 and 2020 U8 - 2017 and 2018
Cost: \$50
Registration is open until August 13th
Online registration at www.townofsilt.org
For more information, please contact Town Hall at 876-2353 Ext 110

Party At The Pavilion

Friday, July 19th

5:45 P.M. - 10:00 P.M.

648 N. 7th Street / Stoney Ridge Pavilion

You Spoke, We Listened!

Your **BRING BACK MY BAND** choice is.....



THE
OXYMORONS
TERRIBLY GOOD

"Rumors" will kick off the party from 5:45pm-7:45pm

Then..... The stupidly brilliant "The Ozymorons" will take the stage from 8 - 10 pm for one awfully great evening!!

THANK YOU TO OUR SPONSORS!!



ANB Bank
SMI SKYLINE MECHANICAL, INC.
ALPINE BANK
KMTS GREEN CROSS
IMAGE PLUMBING & HEATING
ALAN DUNCAN ROOFING CO.
KARP, NEV. HANLON.
Highwater
PEAK
SILT
timberline

Movie In The Park

Friday, July 26, 2024

Veteran's Park - 9:00 P.M. (Dusk)

Bring a Chair/Blanket, Snacks and Bug Spray!!



Trolls: The Beat Goes On!

FRIDAY 7/26/2024

SATURDAY 8/10/2024

**"DAYS OF THE HORSELESS CARRIAGE"
54th ANNUAL SILT HEYDAY
August 10, 2024 at Veteran's Park
500 Home Avenue**

Pancake Breakfast with "Colorado Currys" – 7 – 9:30 am
Flag Raising and National Anthem – 8 am
Food, Arts & Crafts Booths – 9 am – 5 pm
Heyday Parade – 10 am
Beer Booth – 11 am – 9 pm
Kids Games – 11:30 am – 4 pm
Anvil Points Quilt Show – 11 am – Silt Historical Park
Horseshoe Tournament – 11 am – Stoney Ridge Horseshoe pits
Silent Auction – 11 am – 4 pm
Face Painting – 12 pm – 4 pm
Vintage Base Ball Game – 1 pm – Roy Moore Ball Field
"11:11" – 1 pm – 4 pm
Cornhole Tournament – 2 pm (sponsored by Rifle Rec)
Photo Booth – 4 – 7 pm
Watermelon Seed Spitting Contest – 4 pm
Pie Eating Contest – 4:30 pm
Jalapeno Eating Contest – 5 pm
"Queen Bees" – 6 – 9 pm

Colorado River Fire Rescue "Touch a Truck" Open House - 11 – 3 pm

**MORE INFORMATION GO TO THE HEYDAY WEBSITE AT:
www.siltheyday.com
OR EMAIL US AT: siltheyday21@gmail.com**

Special Call Out Section

The first Silt Hey Day was in 1969 and is still going strong, completely fueled by volunteers! Give 'em thanks if/when you see them and you're always welcome to sign up to volunteer!



7/25/2024

News You Can Use

Movie in the Park

THIS FRIDAY 7/26/2024!



Micro Soccer is Back!

Click on the linked button below to take you to youth sports registration to register your kiddos!





Silt Hey Day 8/10/2024

Vendor & parade participation applications are still being accepted! For more information, please click the link below which takes you to the Silt Hey Day website where you can find the vendor applications as well as parade entry forms.

Silt Heyday 2024

"DAYS OF THE HORSELESS CARRIAGE"
 64th ANNUAL SILT HEYDAY
 August 10, 2024 at Veteran's Park
 300 Home Avenue

Pancake Breakfast with "Colorado Curry's" - 7 - 9:30 am
 Flag Raising and National Anthem - 8 am
 Food, Arts & Crafts Booths - 9 am - 5 pm
 Heyday Parade - 10 am
 Beer Booth - 11 am - 9 pm
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 Horseshoe Tournaments - 11 am - Stoney Ridge Horseshoe pits
 Silt Auction - 11 am - 4 pm
 Face Painting - 12 pm - 4 pm
 Vintage Baseball Game - 1 pm - Roy Moore Ball Field
 "1111" - 1 pm - 4 pm
 Cornhole Tournament - 2 pm (sponsored by Rifle Rac)
 Photo Booth - 4 - 7 pm
 Watermelon Seed Spitting Contest - 4 pm
 Pie Eating Contest - 4:30 pm
 Japanese Cutting Contest - 5 pm
 "Queen Bees" - 5 - 9 pm

Colorado River Fire Rescue "Couch a Truck" Open House - 11 - 3 pm

MORE INFORMATION GO TO THE HEYDAY WEBSITE AT:
www.siltheyday.com
 OR EMAIL US AT: siltheyday21@comcast.net



Silt Calendar of Events

Special Call Out Section

*PLEASE READ – IMPORTANT BILLING INFORMATION & TOWN INFO

*TRASH rates are increasing! The Town's contract with Mountain Waste includes an escalation clause based on the Consumer Price Index. The regular service trash rate will go from \$35.06/month to \$36.46/month and the senior/disabled rate will increase from \$31.08 to \$32.32 on your August billing due 9/15/24.

*SILT HEYDAY will take place 8/10/24 (not a town event but sponsored by the Town!)

*SIGN UP for paperless at xpressbillpay.com and get a \$2 discount on your bill!

* JOIN US on Fridays throughout the summer for our movie nights at Veterans Park and the Party at the Pavilion at Stoney Ridge Pavilion – Keep an eye out for specific events/dates!

* Victim & Witness Assistance Board Vacancy – for more information, please call Town Hall at 970-876-2353 ext 102.

* 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, Instagram, newsletters, & TextMyGov - Sign up for TextMyGov/newsletters on our website.

* 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. *



August 1, 2024

News You Can Use

Party at the Pavilion - TOMORROW!

Party At The Pavilion
Friday, August 2nd
5:45 P.M. - 10:00 P.M.
648 N. 7th Street / Stoney Ridge Pavilion

B&O
Cakes & Food No Dogs
Allowed

"Hannah Haupt" will kick off the party from 5:45pm-7:45pm
Then... "HALFWAY THERE" will take the stage from
8pm - 10 pm, for a once in a life time evening!!

THANK YOU TO OUR SPONSORS!!

Special Call Out Section



Town of Silt Trash Rates Increasing

Beginning August 1, 2024, the contracted trash rates between Mountain Waste and the town will be increasing by 4%. This means that the regular service trash rate will go from \$35.06/month to \$36.46/month and the senior rate will increase from \$31.08 to \$32.32. You will see this increase reflected on your August billing, which will go out on or before September 1, 2024. If you have any questions, please don't hesitate to reach out to Town Hall (970)876-2353 ext 101.