

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, FEBRUARY 12, 2024 – 7:00 P.M.
MUNICIPAL BOARD ROOM**

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTER
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	Public Comments - Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Board Room. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
7:20 5 min	Consent agenda – <ol style="list-style-type: none"> Minutes of the January 22, 2024 Board of Trustees meeting Renewal of Columbine Liquor Retail Liquor License Resolution No. 8, Series 2024, A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF SILT, COLORADO FOR THE 2023 BUDGET YEAR Resolution No. 9, Series 2024, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$25,000.00, FOR A TOTAL PROJECT COST OF \$60,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASING AND INSTALLATION OF WINDOWS AND DOORS FOR TOWN HALL FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO Resolution No. 10, Series 2024, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$315,000.00, FOR A TOTAL PROJECT COST OF \$450,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF A FAN PRESS FOR THE HANDLING OF SLUDGE PRODUCED BY THE WASTEWATER TREATMENT PLANT, FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO 	Action Item	Tab B Mayor Richel
	Conflicts of Interest		

7:25	Agenda Changes		
7:25 10 min	Modification of Premise Application for Columbine Liquors	Public Hearing	Tab C Deputy Clerk Malsbury
7:35 15 min	Consciously Crafted LLC d/b/a High Q Silt – Change Controlling of Beneficial Owners	Public Hearing	Tab D Deputy Clerk Malsbury
7:50 30 min	Resolution No. 6 Series 2024, A RESOLUTION FOR FINDING OF FACTS REGARDING AN ANNEXATION PETITION FOR A PROPERTY KNOWN AS 129 WEST HOME AVENUE, SILT, COLORADO	Public Hearing	Tab E Com Dev Mgr Centeno
	First reading of Ordinance No. 1 Series 2024 , AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO CERTAIN REAL PROPERTY LOCATED AT 129 WEST HOME AVENUE, SILT, COLORADO, KNOWN AS THE MARIONI ANNEXATION	Public Hearing	
	First reading of Ordinance No. 2, Series 2024 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONNG AS R-2 – GENERAL RESIDENTIAL DISTRICT, A 0.18-ACRE PARCEL LOCATED AT 129 WEST HOME AVENUE, SILT, COLORADO, KNOWN AS THE MARIONI ANNEXATION WITHIN THE TOWN OF SILT, COLORADO	Public Hearing	
8:20 20 min	Highwater Farms Presentation – Sara Tymczyszyn	Info Item	Tab F Administrator Layman
8:40 5 min	Administrator and Staff Comments	Info Item	Tab G Administrator Layman
8:45 10 min	Updates from Board / Board Comments		
8:55 45 min	Interview for Interim Town Administrator – Jim Mann	Discussion Item	Tab H Administrator Layman
9:40 20 min	Executive Session – For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiation, and instructing negotiators under CRS Section 24-6-102(4)(e) – Interim Town Administrator		
10:00	Adjournment		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, February 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 session topics:

- March 11 – TRIP Update and revised Town Tree Resolution
- March 25 - 2024 Parks Update Planning / Center Town Home Parks Discussion
- April 8 – Traffic / Traffic Calming Discussion

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

The Silt Board of Trustees held their regular meeting on Monday, January 22, 2024. Mayor Richel called the meeting to order at 7:06 p.m.

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

Also, present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Community Development Manager Nicole Centeno, Chief of Police Mike Kite, Attorney Michael Sawyer, Attorney Lawrence Bond, Planner Mark Chain and members of the public.

Pledge of Allegiance and Moment of Silence

Public Comments – Douglas Salg was present to state that he is running for Garfield County Commission District 2, the seat being vacated by John Martin. He handed out his card as asked anyone who might have questions to give him a call.

John Lepkowski passed out handouts and talked about his concern regarding the books available at the Silt Library that he feels are not safe for children. He suggested that the books with adult content be put behind glass and viewable only by adults over the age of 18.

Consent Agenda –

1. Minutes of the January 8, 2024 Board of Trustees meeting
2. Re-appointment of VALE Board members – Kim Hammon & Tammy Gabriel

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Resolution No. 4, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE, AUTHORIZING THE TOWN TO EXECUTE A CONTRACT AMENDMENT FOR ENGINEERING SERVICES BY DEWBERRY ENGINEERS INC. FOR CONSTRUCTION OF THE WATER TREATMENT PLANT

Attorney Bond was present to go over his report and the changes included in the amended contract along with Patrick Radabaugh and Sam Franzen. There was discussion regarding how often a representative with Dewberry would be on site during construction and if those days would be tracked. Mr. Radabaugh stated that they would have someone on site approximately three days a week and that it would be documented and reported to the town of often as the town requests. It was added that there would also be bi-weekly meetings between Town, Garney and Dewberry to go over scheduling, field activities occurring and such to assist with the scheduling of inspections along the way.

Trustee Seifert made a motion to approve Resolution No. 4, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE, AUTHORIZING THE TOWN TO EXECUTE A CONTRACT AMENDMENT FOR ENGINEERING SERVICES BY DEWBERRY ENGINEERS INC. FOR CONSTRUCTION OF THE WATER TREATMENT PLANT. Trustee Classen seconded the motion, and the motion carried unanimously.

Resolution No. 7, Series 2024, A RESOLUTION OF THE TOWN OF SILT BOARD OF TRUSTEES, COLORADO, AMENDING RESOLUTION NO. 23, SERIES 2016 AND APPROVING THE AMENDED MAJOR SUBDIVISION PRELIMINARY PLAN FOR THE PROPERTY FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT

Planner Chain went over his report on this minor amendment to the preliminary plan. He proceeded to go over the changes that are being requested by the applicants: a shorten loop road, only two access points onto the Frontage Road, tract two is a little smaller, splitting the island into two sections and a minor change to the zoning. Staff recommends approval with the conditions listed in the resolution, and asked that condition number three be added from his report that states “that as part of the Final Plat application the ARADA and the PUD Zoning Guide be adjusted after a public hearing process to make sure all total residential unit counts and density requirements are in conformance with the original plan”.

Mitchell Weimer, Doug Pratte and Dennis Carruth were present to go through their presentation which provided an overview of their project. There was Board discussion regarding a mix of ownership opportunities to include rentals, how the island is going to be used and that the Board would like a copy of the preliminary build schedule.

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

Trustee Classen made a motion to approve Resolution No. 7, Series 2024, A RESOLUTION OF THE TOWN OF SILT BOARD OF TRUSTEES, COLORADO, AMENDING RESOLUTION NO. 23, SERIES 2016 AND APPROVING THE AMENDED MAJOR SUBDIVISION PRELIMINARY PLAN FOR THE PROPERTY FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT to include staff recommendation number three that as part of the Final Plat application the ARADA and the PUD Zoning Guide be adjusted after a public hearing process to make sure all total residential unit counts and density requirements are in conformance with the original plan and that the applicant submit an application to amend the PUD, the Zoning Guide and the ARADA in conformance with that at the time they file for their final plat. Trustee Flores seconded the motion, and the motion carried unanimously.

December 2023 Financial Report

Treasurer Tucker went over the December 2023 financial report.

Administrator and Staff Reports

Administrator Layman went over the letter from Carbondale in the packet that raises the immigration issue and how to address it from a regional approach.

Treasurer Tucker shared the numbers she calculated for past overtime that had been accrued based on discussions at a prior meeting to consider making a change to policy to start paying out overtime in the future. Staff was asked to bring this back on a future agenda.

Updates from Board / Board Comments

The Board thanked staff for their work, for the wood fence installed at the dog park, congratulations to employees Sarah Flores and Casey Marron on their ORC accomplishments at the water and wastewater plants, if there are any plans to upgrade lights in any of the subdivisions in town, the burn pile at Autumn Ridge and a thank you to those persons who were re-appointed to the VALE Board and for the job that they do.

Executive Session

Mayor Richel made a motion to go into executive session to discuss the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest under CRS 24-6-402(4)(a) – Discussion on the purchase of property located in the vicinity of 7th Street and Front Street and Grand Avenue and 7th Street. Mayor Pro-tem Hanrahan seconded the motion, and the motion carried unanimously. The Board adjourned to executive session at 8:30 p.m.

At the end of executive session, Mayor Richel made the following statement: “The time is now 9:10 p.m. and the executive session has concluded. No formal action was taken in the executive session but negotiators were given direction. The participants in the executive session were: Keith Richel, Derek Hanrahan, Justin Brintnall, Jerry Seifert, Sam Flores, Chris Classen, Jeff Layman, Sheila McIntyre, Amie Tucker, Nicole Centeno, Mike Sawyer and Lawrence Bond. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record”. No objections were stated.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 9:11 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Keith B. Richel
Mayor

Submit to Local Licensing Authority

**COLUMBINE LIQUORS
PO BOX 187
Silt CO 81652**

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BLUE INC		Doing Business As Name (DBA) COLUMBINE LIQUORS	
Liquor License # 03-18409	License Type Retail Liquor Store (city)		
Sales Tax License Number 20221565925		Expiration Date 02/29/2024	Due Date 01/15/2024
Business Address 840 MAIN STREET Silt CO 81652			Phone Number 9708762318
Mailing Address PO BOX 187 Silt CO 81652		Email M.DECONSULTING@HOTMAIL.COM	
Operating Manager MATHEW DAUGHERTY	Date of Birth 04/17/1980	Home Address 1001 N. 1ST ST Silt CO 81652	Phone Number 970-581-7131
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 1/1/2025			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Affirmation & Consent

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

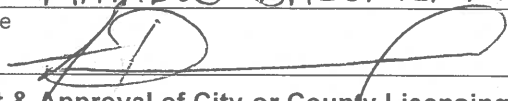
Type or Print Name of Applicant/Authorized Agent of Business

MATHEW DAUGHERTY

Title

OWNER

Signature



Date

12/12/23

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, MATHEW DAUGHERTY am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of COLUMBINE LIQUOR (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>MATHEW DAUGHERTY / COLUMBINE LIQUOR</u>		Social Security Number/Tax Identification Number <u>[REDACTED]</u>	
Address <u>890 MAIN ST</u>			
City <u>SILT</u>		State <u>CO</u>	Zip <u>81652</u>
Home Phone Number <u>[REDACTED]</u>		Business/Work Phone Number <u>970. 876. 4260</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>MAT DAUGHERTY</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>12/12/23</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Town of Silt Liquor Inspection Report

Licensee Name:	Contact Name:
Blue, d/b/a Columbine Liquor	Matthew Daugherty
License # / Type:	Contact Number:
03-18409 Retail Store	970-309-7181
Address:	Inspection Date:
840 Main Street, Silt	2.6.2024

	Yes	No	N/A		Yes	No	N/A
State Liquor License Posted	✓			Modifications made since last inspection		✓	
Town Liquor License Posted	✓			Licensee in Control of Premises	✓		
State Sales Tax License Posted				Trade Name Properly Registered			
Minor Warning Sign in back hallway	✓			Off-Premises Take Out /Delivery Permit Posted (if applicable)			✓
Food Service License Posted (if applicable)			✓	Adequate Premises Control	✓		
Public Works annual check (if applicable)			✓	Discuss Over Serving & Sales of Liquor to Minors			
Certificate of Occupancy Posted	✓			Any Violations reported since last inspection		✓	
Manager Registered w/ State			X	Current Business License	✓		

○ Follow-up Inspection

Notes: NEW or RENEWAL LICENSE PHYSICAL INSPECTION

move state poster - ? outside serve window
employee tips class

Licensee/Rep. Signature: _____ Print: _____ Date: _____

Performed by: Lori K Malsbury Phone#: 970-876-2353 Date: 2.6.24

**TOWN OF SILT
RESOLUTION NO. 8
SERIES OF 2024**

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF SILT, COLORADO FOR THE 2023 BUDGET YEAR.

WHEREAS, the Board of Trustees has reviewed the revised 2023 annual budget in accordance with the Local Government Budget Law; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, upon due and proper notice, publish in accordance with the law, the proposed 2023 Supplemental Budget regarding the appropriate and expenditure of additional funds.

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

Section 1. Expenditures of an additional \$ 200,000 to the Conservation Trust Fund is hereby increased, due to receiving a grant from Garfield County's Conservation Trust Fund for the improvement of public parks.

WHEREAS, the Town Treasurer is directed to file a certified copy of this Resolution with the Colorado Department of Local Affairs.

PASSED AND ADOPTED by the Mayor and Board of Trustees of the Town of Silt, Colorado, this 12th day of February, A.D. 2024.

TOWN OF SILT

Mayor, Keith B. Richel

ATTEST:

Town Clerk, Sheila M. McIntyre, CMC

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

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

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

WHEREAS, the Town has submitted a Garfield County Federal Mineral Lease District Grant for the purchase and installation of window and doors, requesting an award of \$25,000.00 from GCFMLD, with an overall budget of \$60,000.00, and

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

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

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

WHEREAS, the Town Board of Trustees ("Board") supports staff in its grant application for the Garfield County Federal Mineral Leasing District Mini Grant and if funded, ensures that such purchase will be complete as per the grant guidelines; and

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

Section 1

- 1) The above recitals are hereby incorporated as findings by the Town of Silt;
- 2) The Board strongly supports the Garfield County Federal Mineral Leasing District Mini Grant application in the amount of \$25,000.00, with a contribution from the Town's General fund in the amount of \$35,000.00 for the purchase of new windows and doors for Town Hall;
- 3) If the grant is awarded, the Board strongly supports the completion of this project;
- 4) The Board authorizes the expenditure of in-kind labor necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD for the purchase and installation of windows and doors for Town Hall.

Section 2

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12th day of February 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

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

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$315,000.00, FOR A TOTAL PROJECT COST OF \$450,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF A FAN PRESS FOR THE HANDLING OF SLUDGE PRODUCED BY THE WASTEWATER TREATMENT PLANT, FOR THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

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

WHEREAS, the Town has submitted a Garfield County Federal Mineral Lease District Grant for the purchase and installation of a Fan Press, requesting an award of \$315,000.00 from GCFMLD, with an overall budget of \$450,000.00, and

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

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

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

WHEREAS, the Town Board of Trustees ("Board") supports staff in its grant application for the Garfield County Federal Mineral Leasing District traditional Grant and if funded, ensures that such purchase will be complete as per the grant guidelines: and

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

Section 1

- 1) The above recitals are hereby incorporated as findings by the Town of Silt;
- 2) The Board strongly supports the Garfield County Federal Mineral Leasing District Traditional Grant application in the amount of \$315,000.00, with a contribution from the Town's Water/Wastewater fund in the amount of \$135,000.00 for the purchase and installation of a new Fan Press;
- 3) If the grant is awarded, the Board strongly supports the purchase and installation of a new Fan Press;
- 4) The Board authorizes the expenditure of in-kind labor necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD for the purchase and installation of a new Fan press.

Section 2

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12th day of February 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

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

AGENDA ITEM SUMMARY

SUBJECT: Blue d/b/a Columbine Liquor Annual Renewal of License & Modification of Premises

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

RECOMMENDATION: Staff recommends approval

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The licensee has submitted a modification to the premise application. They intend to add a drive-through window. Community Development reviewed and approved a building permit. Any modification of premises must be approved by both the State licensing authority and the Local licensing authority. The applicant has paid all appropriate fees. No infractions have been reported. All other licensing requirements are current.

FUNDING SOURCE: Blue Inc.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY: Blue Inc. d/b/a Columbine Liquor

PRESENTED BY: Lori Malsbury

DOCUMENTS ATTACHED: Renewal Application and Modification of Premises application with supporting documentation

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

SUBMITTED BY:


Lori Malsbury, Deputy Town Clerk

REVIEWED BY:


Jeff Layman, Town Administrator

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		License Number <div style="font-size: 1.2em; font-family: cursive;">03-18409</div>	
2. Name of Licensee <div style="font-size: 1.2em; font-family: cursive;">BLUE INC.</div>		3. Trade Name of Establishment (DBA) <div style="font-size: 1.2em; font-family: cursive;">COLUMBINE LIQUOR</div>	
4. Address of Premises (specify exact location of premises) <div style="font-size: 1.2em; font-family: cursive;">840 MAIN ST</div>		5. Business Email Address <div style="font-size: 1.2em; font-family: cursive;">M.D CONSULTING @ HOTMAIL .COM</div>	
City <div style="font-size: 1.2em; font-family: cursive;">SILT</div>	County <div style="font-size: 1.2em; font-family: cursive;">GARFIELD</div>	State <div style="font-size: 1.2em; font-family: cursive;">CO</div>	ZIP <div style="font-size: 1.2em; font-family: cursive;">81651</div>
Business Phone Number <div style="font-size: 1.2em; font-family: cursive;">970.309.7181</div>			
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.			
Section A – Manager Reg/Change		Section C	
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <div style="font-size: 0.8em;"> <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authorities directly regarding local processing and fees.</i> </div>		<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 2px;"> \$150.00 x 1 Total Fee: <div style="font-size: 1.2em; font-family: cursive;">150.00</div> </div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 2px;"> \$100.00 x Total Fee: </div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 2px;"> \$160.00 x Total Fee: </div> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00	
Section B – Duplicate License			
<input type="checkbox"/> Duplicate License \$50.00			

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> TOTAL AMOUNT DUE <div style="font-size: 1.2em; font-family: cursive;">\$ 150.00</div> </div> </div>

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ **Section C**

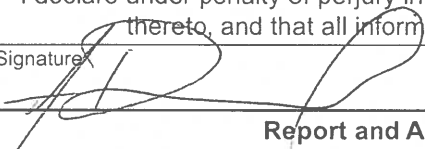
Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

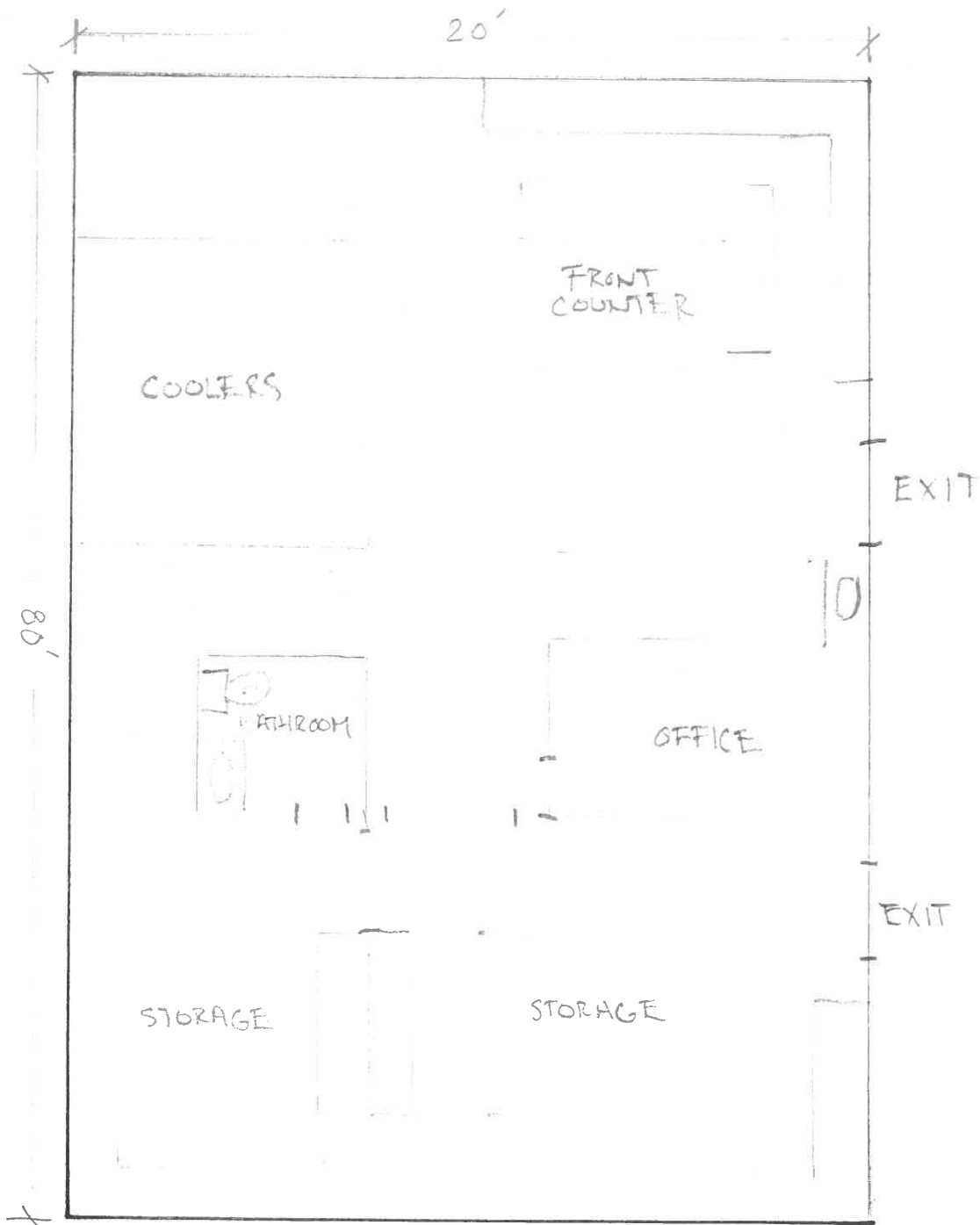
Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 40px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 40px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>								
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 40px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 40px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 40px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td><td style="width: 50%;">New Trade Name</td></tr> <tr> <td> </td><td> </td></tr> <tr> <td>Old Corporate Name</td><td>New Corporate Name</td></tr> <tr> <td> </td><td> </td></tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 40px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 40px;">Address _____</p> <p style="margin-left: 40px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 40px;">Address _____</p> <p style="margin-left: 40px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

Winery/Limited Winery/Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>ADD DRIVE UP WINDOW</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>JAN 1 2024</u> (mo/day/year) End <u>FEB 1 2024</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

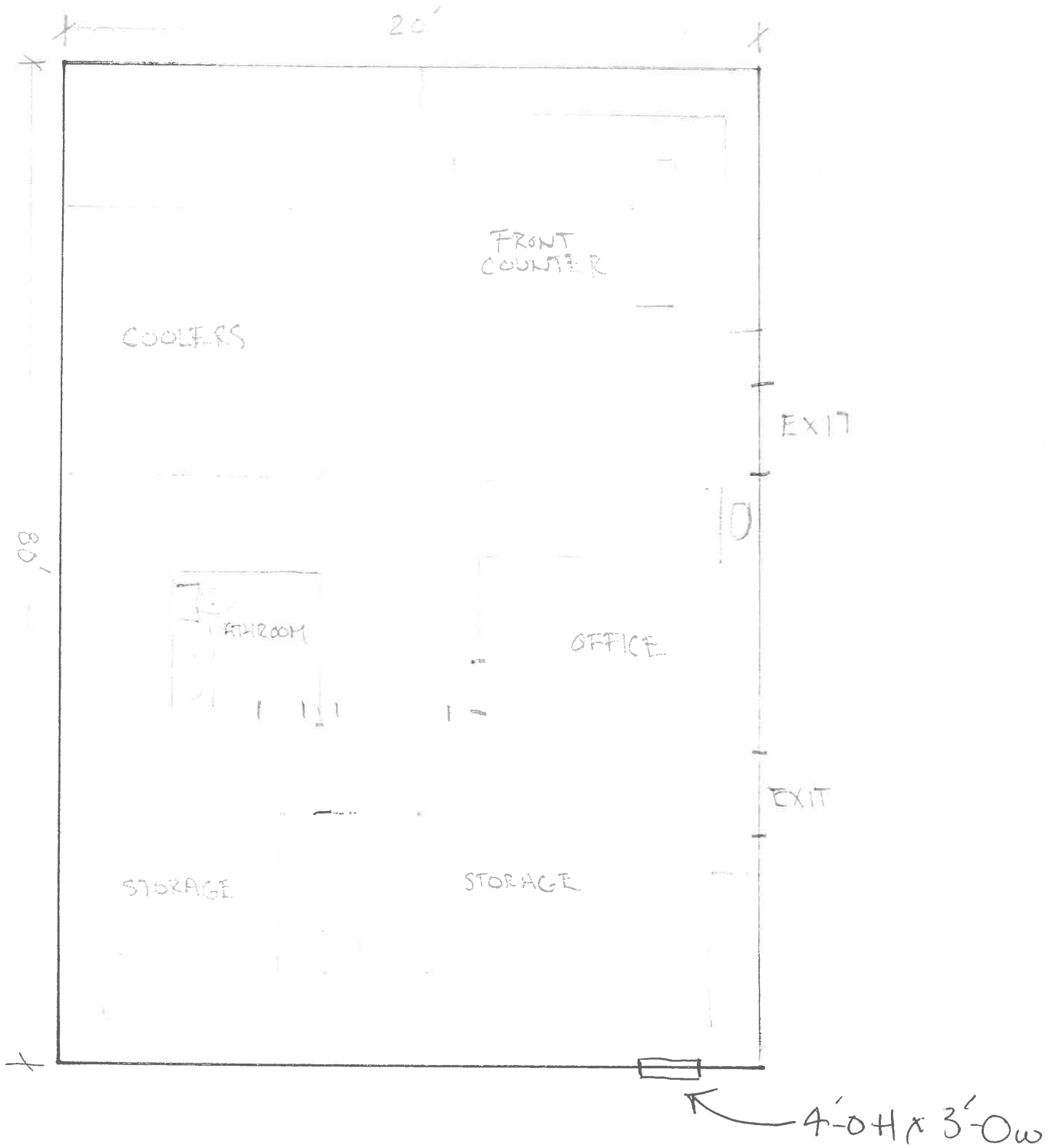
Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title MATHEW DAUGHERTY	Date 1/18/24
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) TOWN OF SILT		Date filed with Local Authority 1-18-24
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

"OLD"



"New"



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

AGENDA ITEM SUMMARY

SUBJECT: Consciously Crafted LLC d/b/a High Q Silt Change Controlling of Beneficial Owners

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

RECOMMENDATION: Staff recommends approval with the following conditions:

The applicant is current with all Town licenses and compliant with SMC and procedures.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Applicant has applied for Transfer of Ownership. The application has been reviewed by all Departments No infractions were reported. Background checks were performed to the satisfaction of both the State and Local authorities. The applicant has paid all appropriate fees to the State and Town. There will be no modifications to the operation or the premises. An inspection of the premises was conducted.

FUNDING SOURCE: Consciously Crafted LLC.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY: Consciously Crafted LLC

PRESENTED BY: Lori Malsbury

DOCUMENTS ATTACHED: Application for Change Controlling of Beneficial Owner with supporting documentation

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

SUBMITTED BY:


Lori Malsbury, Deputy Town Clerk

REVIEWED BY:


Jeff Layman, Town Administrator



TOWN OF SILT

MEDICAL MARIJUANA AND/OR RETAIL MARIJUANA STORE BUSINESS LICENSE NEW AND RENEWAL APPLICATION

Transfer of Ownership

NEW ☒

RENEWAL ☐

Applicant Name: Jeff Damavandi	Applicant Address and Phone Number(s): 5000 E 41st Ave. Denver, CO 80216 310-395-9030	Social Security # or FEIN: 93-4417254
dba (Doing Business As) Name: High Q Silt	Business Legal Name: Consciously Crafted LLC	Business Phone Number(s): 310-395-9030
Business Mailing Address: 5000 E 41st Ave. Denver, CO 80216	Physical Business Address and Zoning District: 730 Main St, Silt, CO 81652	Landlord Name & Mailing Address: Tom F. Laidlaw and Naomi M. Laidlaw 37836 River Frontage Road New Castle, CO 81647
Business Manager and Date of Birth: Jeff Damavandi [REDACTED]	Business Manager's Address and Phone #: 2430 Bowmont Dr. Beverly Hills, CA 90210 310-395-9030	E-Mail : Jeff@verdenatural.com
US Citizen: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Business Owners (all must be listed) and Dates of Birth: SEE ADDENDUM #1	Business Owners Addresses and Phone #s: SEE ADDENDUM #1	Owners' Social Security Numbers: SEE ADDENDUM #1
US Citizens: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Hours of Operation: Mon - Wed: 10 am - 8 pm; Thurs - Sat: 10 am - 10 pm; Sun: 12 pm - 8 pm	Days of Operation: Monday - Sunday	Business Square Footage: 1000 square feet
Nature of Business (as you would like it described on your license): Retail Marijuana Store		

TYPE OF BUSINESS:

☐ Medical Marijuana Store (requires a public hearing) – List of Products:

☒ Retail Marijuana Store (requires a public hearing) – List of Products:

☐ Medical/Retail Marijuana Store (requires a public hearing) – List of Products:

Flower (buds), pre-rolls, edibles, concentrates, vape cartridges, tinctures, topicals, accessories, CBD products, apparel/merchandise

TYPE OF OWNERSHIP:

☐ Corporation ☒ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship ☐ Franchise

☐ Non-profit Corporation (attach IRS Letter of Determination) ☐ Other _____

STATE LICENSES (COPIES MUST BE ATTACHED TO THIS APPLICATION, IF AVAILABLE):

☐ State Medical/Retail Marijuana License #(s) 402R-00332 ☐ FEIN # 93-4417254

☐ State Health Department License # N/A ☐ State Sales Tax # in progress (registered Silt as home base)

REQUIRED DECLARATIONS:

1. Has the applicant or any of the owners of this business been denied a medical marijuana or retail marijuana business or liquor license or similar State or local license, or had such a license suspended or revoked?
If yes, please explain on a separate sheet of paper. ☐ Yes ☒ No
2. Has the applicant or any of the owners of this business been convicted of a felony or has completed any portion of a sentence due to a felony conviction within the past 5 years, or has the applicant or any of the owners completed any portion of a sentence for a conviction of a felony regarding the possession, distribution, manufacturing, cultivation or use of a controlled substance within the past 10 years?
If yes, please explain on a separate sheet of paper. ☐ Yes ☒ No
3. Is the applicant and the owners or manager U.S. Citizens and Colorado residents of two years and twenty-one (21) years of age or older?
If no, please explain on a separate sheet of paper. ☐ Yes ☒ No
4. Is the applicant or any of the owners a law officer and/or employee of the State or local licensing authority? ☐ Yes ☒ No
5. Has a transfer of capital stock, change in principal officers or directors, transfer of membership interest or managers occurred? ☒ Yes ☐ No
6. Does the business utilize any hazardous, toxic or flammable materials?
If so, please list out which kind, quantities, and for what purpose. ☐ Yes ☒ No
7. Is your business a change of use or occupancy for this location?
(If a **change of use**, then two sets of registered design professional stamped plans are required. Please go to: <http://townofsilt.org> to apply for a building permit.) ☐ Yes ☒ No
8. Will there be ANY remodeling or building alterations?
(Please go to: <http://townofsilt.org> to apply for a building permit.) ☐ Yes ☒ No
9. If renewal, have you added any space to your previous square footage? N/A ☐ Yes ☐ No
10. Will you be installing a new sign or changing an existing sign? ☒ Yes ☐ No

FEE SCHEDULE:

1. New license application for medical/retail marijuana store. \$5000.00
 2. Renewal license application for medical/retail marijuana store. \$2000.00
- ❖ A change of ownership requires a new license application and fee.
 - ❖ A license must be obtained for each marijuana establishment location.
 - ❖ A license is valid for one year

REQUIRED ATTACHMENTS:

- ☐ Completed copy of the State Medical/Retail Marijuana application(s) (as submitted to the State)
- ☐ Copy of State Sales Tax License Application (renewal only if different)
- ☐ Copies of Articles of Incorporation or Partnership/Operating Agreements (renewal only if different)
- ☐ Lease or Deed for Premises, listing the business as the Owner or Lessee (renewal only if different)
- ☐ Floor plan diagram, drawn to scale, showing public medical/retail store area and private areas (offices, etc), as well as secured areas for marijuana storage. (renewal only if different)
- ☐ Completed fingerprint card(s) for applicant, manager, and all owners, with a cashier's check or money order for \$39.50 made payable to CBI for each card. (renewal only if different)
- ☐ All necessary Town fees, in checks payable to the Town of Silt.

REQUIRED APPROVALS PRIOR TO ISSUANCE OF INITIAL LICENSE:

1. Town of Silt Community Development Department:

Please contact the Community Development Department at 970-876-2353, ext. 108 to confirm zoning.

ZONING District: _____ Zoning Use Correct? ☐ Yes ☐ No

Date of application _____ Date of Planning Commission Hearing _____

Date of Notice in the Paper _____ Date of Notice to 200' property owners' _____

Date of Board of Trustees Hearing _____ Date of Approval _____

License and Certificate Issued? ☐ Yes ☐ No

Does medical/retail store meet setback of 500' from another licensed medical/retail marijuana store? ☐ Yes ☐ No

Does medical/retail store meet setback of 500' from private or public school, daycare or preschool that is located outside of a commercial zone district? ☐ Yes ☐ No

Date of Board of Trustees public hearing _____

Date of Notice in the Paper _____ Date of posting notice at establishment _____

Date of Approval _____ Conforming Sign: ☐ Yes ☐ No

☐ Approved ☐ Denied ☐ Held

Reason if held _____

Zoning Administrator Signature: _____ Date: _____

Comments:

2. Town of Silt Building Department:

Please go to: <http://townofsilt.org> or apply at Community Development Department for a building permit to schedule a medical/retail marijuana store building life safety inspection.

☐ Change of Location ☐ Approved ☐ Denied ☐ Held

Reason if held _____

Building Official Signature: _____ Date: _____

Comments:

3. Town of Silt Police Department:

Town staff will contact the Town of Silt Police Department for review.

☐ Approved ☐ Denied ☐ Held

Reason if held _____

Police Chief Signature: _____ Date: _____

Comments:

PLEASE READ CAREFULLY AND INITIAL THE FOLLOWING STATEMENTS:

 f

1. I have obtained and examined a copy of all ordinances pertaining to the regulation of marijuana, and I agree to abide by and conform to all of the conditions of any license issued to me thereunder. <http://townofsilt.org/ordinances/>.

 f

2. I understand an approved and issued business license is required to conduct business within the Town of Silt. I fully understand and will comply with all the rules and regulations of the State and the Town of Silt. It is my responsibility to acquire all necessary approvals for this application, and to submit a completed application *annually* with appropriate fees to the Town Clerk. Finally, this application is complete and correct to the best of my knowledge.

 f

3. I will operate my establishment in a safe manner that does not endanger the public welfare, and will post all licenses in a conspicuous location at the marijuana establishment(s).

 f

4. I understand that the Town accepts no legal liability in connection with the approval and subsequent operation of the medical/retail marijuana-based business.

 f

5. I understand that by accepting a medical/retail marijuana business license issued pursuant to the ordinances of the Town of Silt, the licensee, jointly and severally if more than one, agrees to indemnify and defend the Town, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

PLEASE SIGN AND DATE BELOW


Jeff Damavandi (Jan 3, 2024 10:07 PST)
Signature of Applicant

Jeff Damavandi

Jd

Jan 3, 2024

Print Applicant Name

Title

Date

FOR OFFICE USE ONLY

☒ Paid 1-29-24 Date of Completed Application 1-8-24 Received by LM

The Local Licensing Authority shall approve, deny, or conditionally approve a pending application within 45 days from the receipt of a completed application.

Inspections completed: ☒ Yes ☐ No

Application Approved ☐ or Denied ☐

Clerk Signature _____

If Denied, please state reason:

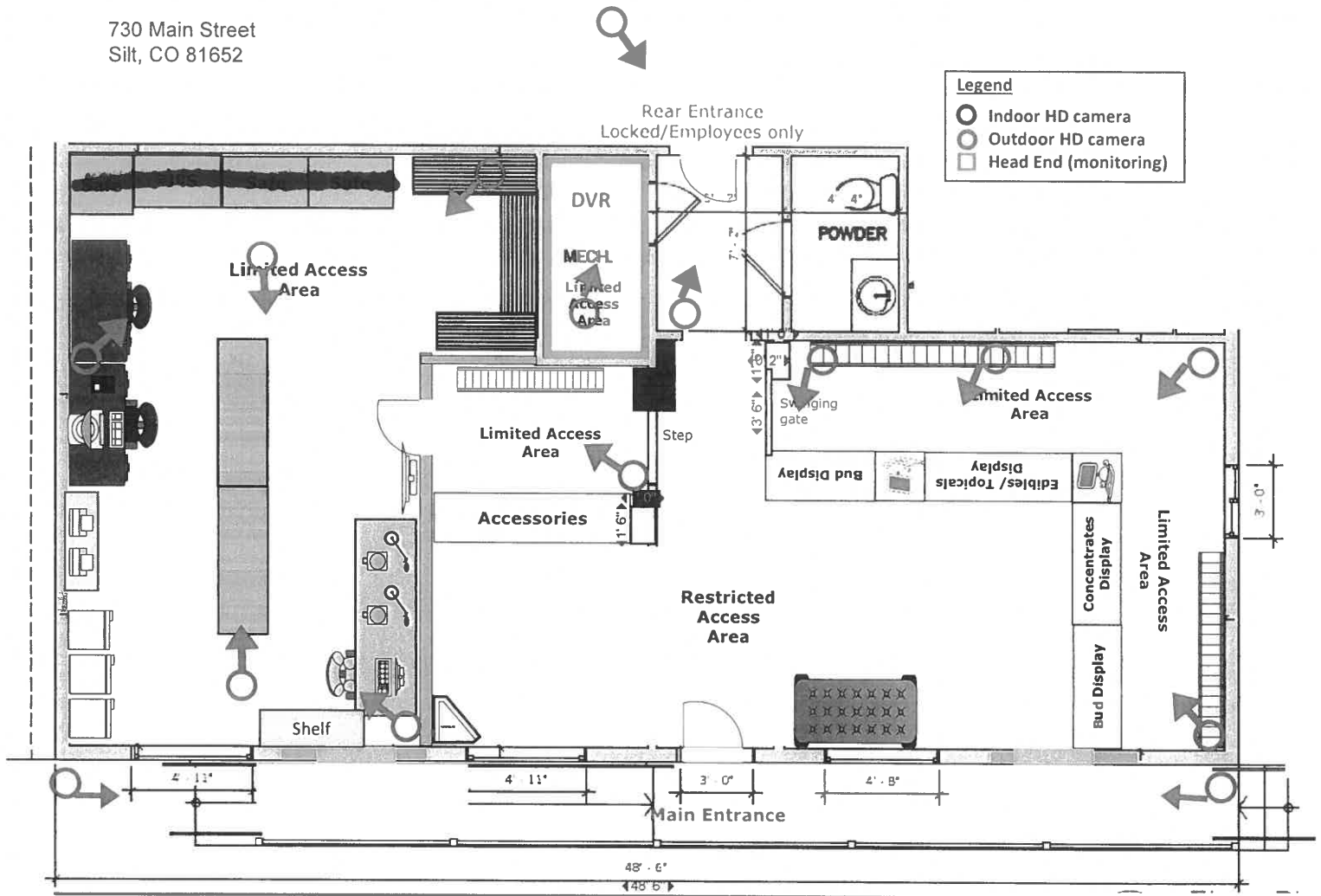
If Renewal and applicable, confirmed with Town Treasurer that sales tax has been collected ☐

Treasurer Signature _____

Revoked or suspended _____ Date _____ by _____

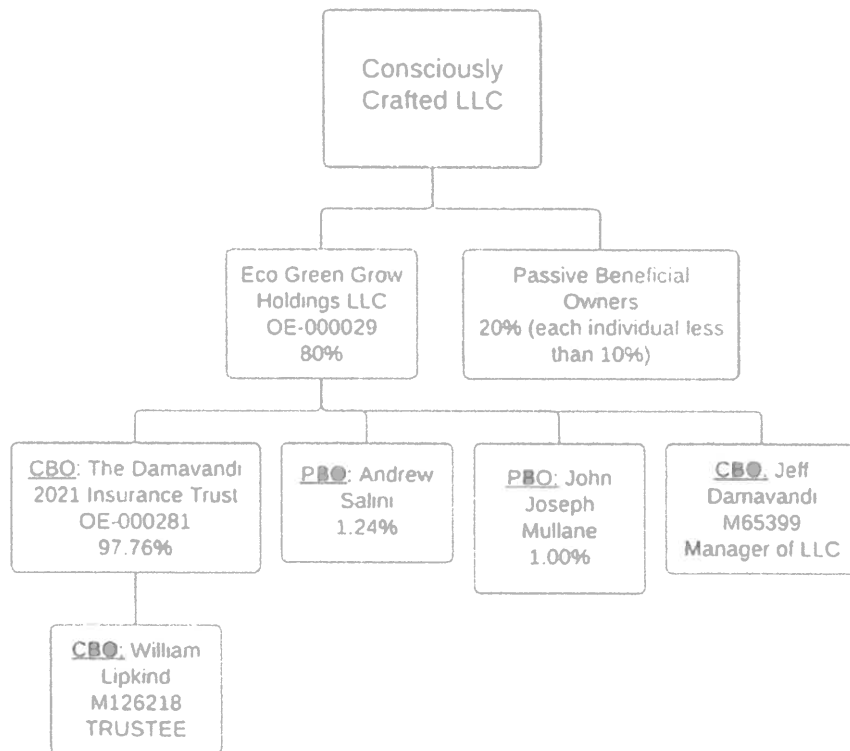
Reason:

730 Main Street
Silt, CO 81652



Addendum #1
Consciously Crafted LLC
Business Owners

Business Owners	DOB	Address	Phone Number	SSN / FEIN
Eco Green Grow Holdings LLC	n/a	5000 E 41 st Ave. Denver, CO 80216	310-395-9030	8 [REDACTED]
The Damavandi 2021 Insurance Trust	n/a	200 Campus Dr, Florham Park, NJ 07932	310-395-9030	[REDACTED]
Jeff Damavandi	[REDACTED]	2430 Bowmont Dr. Beverly Hills, CA 90210	310-395-9030	5 [REDACTED]
William Lipkind	[REDACTED]	7 Giralda Farms, Madison, NJ 07940	973-474-6489	1 [REDACTED]



Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 1/8/24

Name: Consciously Crafted, LLC

Address: 5000 E 41st Ave\n\nDenver, Colorado
80216-4400

Sales Tax Account Number: 96013370

Sales Tax Filing Frequency: Monthly (\$300 in taxes/month or m

Wage Withholding Account Number: 96013370

Wage Withholding Filing Frequency: Monthly (\$7,000 to \$49,000/year)

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Consciously Crafted, LLC

is a

Limited Liability Company

formed or registered on 11/15/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20238195317 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/05/2023 that have been posted, and by documents delivered to this office electronically through 12/06/2023 @ 10:44:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/06/2023 @ 10:44:09 in accordance with applicable law. This certificate is assigned Confirmation Number 15546805 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



Colorado Secretary of State

Colorado Secretary of State

ID#: 20238195317

Document #: 20238195317

Filed on: 11/15/2023 08:16:20 AM

Paid: \$50.00

Articles of Organization for a Limited Liability Company filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Consciously Crafted, LLC

The principal office street address is 5000 E 41st Ave
Denver CO 80216
US

The principal office mailing address is 5000 E 41st Ave
Denver CO 80216
US

The name of the registered agent is Consciously Crafted, LLC

The registered agent's street address is 5000 E 41st Ave
Denver CO 80216
US

The registered agent's mailing address is 5000 E 41st Ave
Denver CO 80216
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Managers

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Eco Green Grow Holdings LLC
5000 E 41st Ave
Denver CO 80205
US

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

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

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Drew Gottlieb
1712 Pearl St
Boulder CO 80302
US

SCHEDULE 1.1

Purchased Assets

- (a) All assets of Sellers on the balance sheet of the Sellers as of the Effective Date, other than Inventory sold in the ordinary course of the Sellers' business, except as set forth on **Schedule 1.2.**
- (b) [REDACTED].
- (c) All following Permits of the Sellers:
 - i. Retail Marijuana Store License No. 402R-00332 issued to High Q Silt;
 - ii. Retail Marijuana Store License No. 402R-00705 issued to High Q Carbondale;
 - iii. Retail Marijuana Store License No. 402R-00832 issued to High Q SMV.
 - iv. Retail Marijuana Store License No. 402R-00941 issued to High Q Cedaredge;
 - v. Retail Marijuana Cultivation License 403R-01233 issued to Hava Gardens;
 - vi. Medical Marijuana Cultivation License 403-01946 issued to Hava Gardens;
 - vii. Retail Marijuana Products Manufacturing License 404R-00458 issued to AKTA;
and
 - viii. Medical Marijuana Products Manufacturing License 404-00649 issued to AKTA;
- (d) All Seller IP, including the following: (i) all right, title and interest in and to the use of all trademarks or similar or related names or phrases (and all goodwill relating to the foregoing) used or held for use in connection with, the Business, (ii) all rights to sue for, settle and release past, present and future infringement thereof, (iii) Software, Products and other projects under development and any associated documentation, and (iv) rights to all domain names, (v) all websites, social media accounts and mobile apps which relate to, or are used or held for use in connection with, the Business, (vi) knowledge, Trade Secrets, skills, experience, know-how, and related intellectual property (recorded or unrecorded) required for the design, development, and day to day management of cultivation operations, (vii) information in the form of drawings, photographs, plans, instructions, standard operating procedures, generic compliance plans required by regulators, and other types of documentation for the general purpose of opening or improving a cannabis cultivation facility owned and or operated by the end user clients, and (viii) strains and genetics of marijuana clones, plants, flower and trim, and all improvements related thereto.
- (e) All hardware and Software owned, leased or licensed by Sellers or otherwise used or held for use in the Business, all Products and all Proprietary Information and Technology related thereto.

Consciously Crafted LLC
5000 E. 41st Ave.
Denver, CO 80216

February 6, 2024

RE: Product Line

Dear Town of Silt,

I am writing on behalf of Consciously Crafted LLC to confirm that there will be no changes to the product line at the Retail Marijuana Store located at 730 Main St, Silt, CO 81652. The products manufactured at this facility will remain consistent with those produced under the previous ownership.

At Consciously Crafted LLC, we are committed to maintaining the integrity and quality of the products offered to our customers. Therefore, we assure you that there will be no alterations to the existing product line as we transition into ownership of the facility.

Should you require any further information or clarification regarding this matter, please do not hesitate to contact us.

Thank you,

Jeff Damavandi
CEO/Managing Member

TOWN OF SILT
BOARD OF TRUSTEES STAFF REPORT
Marioni Annexation and Zoning
Monday, February 12, 2024 7:00 PM

Project:	Marioni Annexation
Location:	129 West Home Avenue
Applicant:	Israel and Jorge Marioni
Owner:	Israel and Jorge Marioni
Current Zoning:	County
Proposed Zoning:	R-2
Present Land Use:	Vacant Lot- Storage for Construction Company
Proposed Land Use:	Single Family House

Description of Request

Israel and Jorge Marioni have applied to annex their property at 129 West Home Avenue. They initially applied for a building permit through Garfield County, however, were re-directed to the Town, as neither the county nor the Town want a septic tank and leech field installed at that location. The most viable option would be for the Marioni's to annex their property into Town limits and connect to the Town's water and wastewater system.

The Marioni's are seeking to have the property annexed into Silt. They also are proposing an R-2 zoning designation, which matches the surrounding areas to the North and East. This designation also allows for their proposal of a single-family dwelling.

West of the property, there is an R-2 Mixed Use Designation and that property will be developed as a PUD, which will include commercial and residential units.

The Property

The property is located on West Home Avenue, off of 1st Street.

129 West Home Avenue meets the requirements to petition for annexation, as the adjacent properties to the North, East and West are all in Town Limits. The adjacent property to the south is in the County, so the property is not enclaved.

Legal Description

Section: 9 Township: 6 Range: 92 BEG. AT A POINT WHENCE THE INTERSECTION OF THE N. LINE OF U.S. 6 & 24 WITH THE W. LINE OF NENE BEARS S. 85 DEG.23'W. 1121.8 FT. THENCE N. 89 DEG.22'W.72.5 FT. THENCE N. 0 DEG.38'E. 112.5 FT. THENCE S. 89 DEG. 22' E. 72.5 F



Comprehensive Plan

The Comprehensive Plan, as amended in 2017, designates the adjacent properties as Service and Commercial Support.

Given that there are two existing single-family houses to the east, with an R-2 designation, and a vacant lot with an R-2 Mixed Use Designation to the west, this designation in the Comprehensive Plan does not align with existing structures or current zoning.

Town Staff believes that even though the Comprehensive Plan does not align with the proposal, it does align with existing zoning and uses.

Land Use Designation	Description/Characteristics	Locational Criteria
<p>Service and Commercial Support Zone Districts: B-1, B-2 and B-3 Create new Industrial Zone District</p>	<p>Those properties within the Comprehensive Plan Land Use Designation of “Service and Commercial Support” are outside of the Town’s Downtown area, but are expected to have good visibility from Main Street and/or the I-70 corridor. The “Service and Commercial Support” designation is not expected to extend more than two blocks north of Highway 6. For this reason, it is appropriate to expect that these properties will provide the Town with solid retail and service commercial businesses, such as construction related businesses like supply companies, office-type businesses such as real estate offices, craftsmen-type businesses such as cabinet makers, and other services such as auto repair and small appliance repair, hotels, and convenience stores. These properties should look inviting and aesthetically professional, and the structures should have a western appeal or theme if possible. This area is crucial for the Town’s employment picture, providing local jobs within the core of the community, and keeping the residents close to enjoy the time not spent working with their families and friends. While retail businesses may not be the main focus in the “Service and Commercial Support” area, it is important for the Town to encourage any business that provides clean commercial without air pollution, noise, undesired odor, vibration or wasted resources. As the Town and/or businesses grow(s), this Comprehensive Plan Land Use Designation will have to shrink in order to accommodate a larger “Downtown” area.</p> <p>The Town should carefully scrutinize marijuana applications in this land use designation.</p>	<p>Along the railroad I-70 corridor (extending west of Ukele) and north and south of the river thereby limiting traffic impacts on residential areas. Service and Commercial Support sites should have adequate access to one or more major arterial and highway access capable of handling heavy truck traffic.</p> <p>Industrial uses have access to major highways through the Town’s arterial street system with minimal travel through other less intense land uses.</p> <p>Compatibility with nearby land uses and proximity to other industries are relevant criteria for siting industrial uses.</p>

Staff Findings and Conclusions

Overall, staff finds that this application and proposal for annexation meet the criteria to petition.

The Marioni's do not have any designated water rights to give the Town, however, Town Staff believes this particular annexation to be crucial for the well-being of the adjacent neighbors and Town as a whole. It will not benefit anyone to keep this parcel in the county, allowing for a septic tank and leech field, or other possible scenarios that arise from not being held to the standard of the Silt Municipal Code. The applicant will be responsible for the "in lieu of" water right dedication fee and applicable tap fees associated with development.

Staff also believes that the R-2 zoning designation is what best fits for this property, as it will align with surrounding properties.

Planner Recommendation

On December 5, 2023, the Planning and Zoning Commission voted with a recommendation of approval for zoning and annexation.

On January 8, 2024, the Board of Trustees approved Resolution No. 5, Series 2024, for the Substantial Compliance of Annexation.

This application has met the requirement of a four-week Public Notice, as well as the 15 day Public Notice requirement for the Findings of Facts, and Ordinances request for Annexation and Zoning. If the Findings of Facts Resolution is approved, the applicant will request approval for two Ordinances, one for Annexation and the other for Zoning. If both are approved, the second reading will take place on February 26, 2024. Staff would then work with the applicant to record all necessary documents, to finalize the annexation.

Planning staff recommends approval of Resolution No. 6, Series 2024 for Finding of Facts, Ordinance 1 , Series 2024 for Annexation and Ordinance 2, Series 2024 for Zoning of 129 West Home Avenue with the following conditions:

1. That all statements made by the applicant both in the application and in any meetings before the Planning and Zoning Commission be considered conditions of approval, unless modified in any subsequent conditions.
2. That the applicant provides any additional requested documents and pay any remaining fees, prior to proceeding to the next step in the process of annexation and/or building.
3. That the applicant pays the water right dedication "in lieu of" fee.

Planning staff also recommends the continuation of the Public Notice for the second reading of Ordinance1, Series 2024, approving the Annexation and Ordinance 2, Series 2024, approving the R-2 Zoning.

Recommended Motion for Resolution 6, Series 2024: I move to recommend approval of Resolution 6, Series 2024, for the Finding of Facts of annexation for 129 West Home Avenue, with the conditions noted above or verbally added during this meeting.

Recommended Motion for Ordinance 1, Series 2024: I move to recommend approval of Ordinance 1, Series 2024, for the Annexation of 129 West Home Avenue, with the conditions noted above or verbally added during this meeting.

Recommended Motion for Ordinance 2, Series 2024: I move to recommend approval of Ordinance 2, Series 2024, for an R-2 Zoning of 129 West Home Avenue, with the conditions noted above or verbally added during this meeting.



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

Land Use Application Form

JJJ construction 0812@gmail.com

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

Project Name: Marion? Res

Project Description / Property Information:

Address: 129 West Home Ave Silt Parcel ID Number: _____

Legal Description (attach additional sheets if necessary): _____

Access to Property: _____

Acreage or Square Footage: 8156 sq Existing Land Use Designation: _____

Proposed Land Use Designation: _____

Existing Zoning: _____ Proposed Zoning: R2

Proposed Use / Intensity of Use: _____

Submittal Requirements:

- A completed original application with original signatures and two copies (3 sets total) shall be submitted to the department for review. The application shall include three sets of 24" x 36" plans, plats and other appropriate drawings. Application must also be submitted in electronic format (MS Word).
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications will not be accepted and will delay processing.
- When the documents are deemed adequate, additional copies as required by the department shall be submitted ten (10) days before the public hearing.
- All documents submitted for public hearing shall be hole-punched, collated and paper-clipped (no staples). All plans, plats or drawings shall be folded to 8 1/2" x 11" and inserted into the collated application. Each individual application shall be banded together and ready for public distribution.

STAFF USE ONLY

Pre-app conference: _____ (date)	Application received: _____ (date)
Application complete: _____ (date)	File Number: _____
Fees: _____	Referrals Sent: _____ (date)
Deposits: _____	PZC approval: _____ (date)
Paid: _____ (date)	BOT approval: _____ (date)

Project Team Information (fill in all that apply) (add additional sheets of needed):

Property Owner(s): Name: Jorge and Israel Marioni Phone: 970-274-6559
Company: JJJ Construction Fax: _____
Address: 42 Grass Mesa Drive Rifle Co 81650
Authorized Rep.: Name: Israel Marioni Phone: 970-274-6559
Company: JJJ Const Fax: _____
Address: _____
Engineer/Designer: Name: Structural Design Consultant LLC Phone: 970 945-4742
Company: James Jackson Romeo Fax: _____
Address: 131 River Vista Glenwood SP Co 81601
Billable Party: Owner _____ Representative _____ Engineer ☒

The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus the administrative fees for all contact services, including, but not limited to, planning, engineering, surveying and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the Town for the cost of making any corrections or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Jorge Marioni
Name (printed)

27653 Highway 6 #1208 Rifle CO 81650
Address

970-274-3641 Phone Fax

Jorge Marioni
Signature

CO DL
Type of Identification

County of Garfield

State of CO §

Sworn to and subscribed before me this 26 day of January, 2023
(fill in day) (fill in month) (fill in year)

By Nicole Centeno
(name printed)

Witness my hand and official seal.

Notary Public
My Commission Expires 2-19-24



Disclosure of Property Ownership

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

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

Property Owner Affidavit

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

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

Israel Marion
Name (printed)

27653 HWY 6 #1208

Rifle Co 81650
Address

970-274-6559
Phone

Fax _____
Signature Israel Marion

CO DL
Type of Identification

County of Garfield

State of CO

Sworn to and subscribed before me this 26 day of January, 2023
(fill in day) (fill in month) (fill in year)

By Nicole Centeno
(name printed)

Witness my hand and official seal.
Notary Public [Signature]

My Commission expires: 2-19-24

Jorge Marion
Name (printed)

27653 HWY 6 #1208

Rifle Co 81650
Address

970-274-3641
Phone

Fax _____
Signature Jorge Marion

ss.



Authorized Representative

I/We further permit Jorge Marion; to act as my/our representative in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public hearing(s) which may be held on this application.

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

Jorge Marion;
Name (printed)

27653 Hwy 6 #1208
Rifle CO 81650
Address

970-274-3641
Phone

Fax
[Signature]
Signature

CO DL
Type of Identification

County of Garfield

State of CO

ss.

Sworn to and subscribed before me this 26 day of January, 2023.
(fill in day) (fill in month) (fill in year)

By Nicole Centeno
(name printed)

Witness my hand and official seal.
[Signature]

Notary Public

My Commission expires: 2-19-24

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

Town of Silt Community Development

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



LAND USE ACTIVITY IMPACT STATEMENT

Name of Applicant: Isaac Yaroni Date: 9/23/23
Location of Property: 129 W. Home Ave. Silt Co. 81652
Land Use Request: Build a Single Family Home

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

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

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

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

3. Explain how your request is compatible with the immediate area surrounding the site. A Single Family Home will fit in with other homes in the area.

4. How is your request desirable for the Town of Silt? More housing is essential for the area.

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

None

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

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

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

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

To the Town of Silt,

Re: Parcel number 2190910000006.

The above listed property and parcel belonging to Israel and Jorge Marioni was previously a construction storage site. Israel and Jorge have removed the storage and are proposing to build a single-family home on the site of approx. 2000 SF.

They have filed an annexation form to bring this parcel into the township, as the proposed site currently has no water or sewer hook ups available and they would have to build a septic system with a leach field that could present a danger to the area.

With annexation they would be able to tap into the township water and sewage system thereby eliminating the septic and leach field and hence the hazard it would introduce to the area.

We are in the process of doing our due diligence to notify all home or landowners within 200 feet of the property boundaries, not including the eased areas, of their proposed intent for the property.

Please accept this letter of our intent to let the township know of the plans for the parcel. We are seeking an R2 Zoning for this property.

Sincerely,

Israel and Jorge Marioni
JJJ Construction.

FLAT TOPS COWBOY CHURCH CORP
PO BOX 1501
RIFLE CO 81650

WAKEFIELD, KEVIN S & SAMANTHA L
7303 COUNTY ROAD 233
SILT CO 81652

KERALSA, LLC
3950 MIDLAND AVENUE, SUITE F2
GLENWOOD SPRINGS CO 81601

OSEGUERA, ELVIN MISAEL & YOVANI
794 CASTLE VALLEY BOULEVARD, UNIT 1
NEW CASTLE CO 81647

VINCE SILT MOBILE LLC
325 OAK LANE
ASPEN CO 81611

FRITZLAN, KASANDRA
111 W HOME AVE APT 1
SILT CO 81652

MARIONI, ISRAEL & JORGE
PO BOX 772
SILT CO 81652

MAIN STREET PLAZA LLC
711 MAIN STREET
CARBONDALE CO 81623

COOKMAN, WILLIAM THOMAS
335 WEST 6TH STREET
GRAFTON ND 582171370

ANDERSON, BEVERLY
PO BOX 1813
RIFLE CO 81650

LEE, DANIEL THOMAS & DEZARAE SUE
105 GRAND AVENUE
SILT CO 81652

HENRY, LONNY L & MELISSA
236 BIRCH COURT
SILT CO 81652

PONCE, NANCY & ALFREDO
5033 COUNTY ROAD 335 # 139
NEW CASTLE CO 81647

LOVELACE, JODY
111 WEST MAIN STREET
SILT CO 81652

SNIDER, CHARLES A & PHYLLIS D
PO BOX 294
SILT CO 81652-0294

D & B LIMITED
1407 HIWAN COURT
FORT COLLINS CO 80525

(no subject)

1 message

Steve Wiseley <steve.wiseley@gmail.com>
To: Steve Wiseley <steve.wiseley@gmail.com>

Fri, Sep 15, 2023 at 7:38 AM

ber
R350195
Parcel Number
217910209005
Owner
OSEGUERA, ELVIN MISAEL & YOVANI
Address
102 MAIN ST SILT 81652
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R350231
Parcel Number
217909104001
Owner
LEE, DANIEL THOMAS & DEZARAE SUE
Address
110 W MAIN ST SILT 81652
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R200003
Parcel Number
217909100010
Owner
ANDERSON, BEVERLY
Address
6524 6 & 24 HWY SILT 81652
Acres - 0.319999992847443
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R200181
Parcel Number
217909100024
Owner
COOKMAN, WILLIAM THOMAS
Address
150 W MAIN ST SILT 81652
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R083659
Parcel Number
217909100045
Owner
MAIN STREET PLAZA LLC
Address
0 SILT 81652
Acres - 1.32200002670288
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R043122
Parcel Number
217910228003
Owner
KERALSA, LLC
Address
125 HOME AVE SILT 81652
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R350318
Parcel Number
217909104002
Owner
VINCE SILT MOBILE LLC
Address
101 HOME AVE SILT 81652
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R350154
Parcel Number
217909104003
Owner
FRITZLAN, KASANDRA
Address
111 HOME AVE SILT 81652
[View: Property Record Card](#) | [Google Maps](#)opens in a new tab

Account Number
R200174
Parcel Number
217909100006
Owner
MARIONI, ISRAEL & JORGE

Address

129 W HOME AVE SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R042829

Parcel Number

217909101010

Owner

PONCE, NANCY & ALFREDO

Address

200 W HOME AVE SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R350391

Parcel Number

217910208009

Owner

WAKEFIELD, KEVIN S & SAMANTHA L

Address

102 HOME AVE SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R042830

Parcel Number

217909101011

Owner

HENRY, LONNY L & MELISSA

Address

236 BIRCH CT SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R007558

Parcel Number

217909101009

Owner

HARRIS, KATHLEEN ELIZABETH

Address

258 BIRCH CT SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R350898

Parcel Number

217909101005

Owner

LONG, JOHN ROBERT & ELLEN GAIL

Address

260 BIRCH CT SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R200057

Parcel Number

217904400006

Owner

FLAT TOPS COWBOY CHURCH CORP

Address

289 N 1ST ST SILT 81652

Acres - 4.88000011444092[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R200108

Parcel Number

217909100012

Owner

LOVELACE, JODY

Address

111 W MAIN ST SILT 81652

Acres - 0.529999971389771[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R200510

Parcel Number

217909100025

Owner

SNIDER, CHARLES A & PHYLLIS D

Address

171 W MAIN ST SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number**

R200505

Parcel Number

217909100014

Owner

D & B LIMITED

Address

145 W MAIN ST SILT 81652

[View: Property Record Card](#) | [Google Maps](#)opens in a new tab**Account Number***Stephen J. Wiseley**Real Estate Advisor**Residential & Commercial Specialist*



Overview



Legend

- Parcels
- Roads
- Parcel/Account Numbers
- Owner Name
- Lakes & Rivers
- County Boundary Line

Date created: 9/15/2023
Last Data Uploaded: 9/15/2023 2:11:06 AM

Developed by  **Schneider**
GEOSPATIAL

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)

) §

COUNTY OF GARFIELD)

Affiant, Ismael, being of lawful age and first being duly sworn under oath, deposes and states:

1. Affiant is the circulator of the foregoing Petition for Annexation consisting of _____ pages, including this page;
2. Affiant provided the signatory with both a copy of the Petition for Annexation and the attached Annexation Map, to be filed with the Town of Silt, as referred to in said Petition;
3. Affiant personally witnessed the signatures appearing on the foregoing Petition for Annexation and the signatures appearing thereon is the signature of the person whose name it purports to be.

Further, Affiant sayeth not.

Dated this 13 day of OCT, 20 23.

Ismael Marion

Affiant/Circulator Printed

[Signature]

Affiant/Circulator Signature

STATE OF COLORADO)

) §

COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this 13 day of October, 20 23, by

WITNESS my hand and official seal.

[Signature]
My Commission expires: 2-19-24



PETITION FOR ANNEXATION

TO: THE TOWN CLERK AND THE BOARD OF TRUSTEES OF THE TOWN OF SILT,
COLORADO

The undersigned, in compliance with the "Municipal Annexation Act of 1965," C.R.S. §31-12-101 et seq., as amended, hereby petition(s) the Board of Trustees of the Town of Silt, Colorado, for annexation to the Town of Silt, the following described unincorporated territory located in the County of Garfield, State of Colorado, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. In support of said Petition for Annexation, the undersigned submits the attached annexation map, and states and alleges as follows:

1. It is desirable and necessary that the property described in Exhibit A be annexed to the Town of Silt, Colorado.
2. The requirements of C.R.S. §§31.12-104 and 31-12-105, as amended, exist and have been met as follows:
 - a. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Silt, Colorado.
 - b. A community of interest exists between the Town and the area proposed to be annexed to the Town of Silt, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated or is capable of being integrated with the Town of Silt, Colorado.
 - e. In establishing the boundaries of the area proposed to be annexed, no real property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, will be divided into separate parts or parcels without the written consent of the landowners.
 - f. In establishing the boundaries of the area proposed to be annexed, no real property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the annexation) shall be included without the written consent of the landowners.
 - g. The property proposed for annexation is not presently part of any incorporated city or town, nor have annexation proceedings been commenced for the annexation of part of all of such property to another municipality.

h. The proposed annexation will not result in the detachment of real property from any school district and the attachment of same to another school district.

i. The proposed annexation will not have the effect of extending the municipal boundary more than three (3) miles in any direction in one (1) year.

3. The undersigned is the owner of 100 percent of the real property proposed to be annexed, and hereby consents to the establishment of the boundaries of this property as shown on the annexation plat submitted herewith.

4. No election for annexation to the Town of Silt, Colorado, has been initiated for the real property to be annexed hereunder within the preceding twelve (12) months.

5. The mailing address of the Petitioner is as follows:

129 West Home Ave Silt CO 81652

WHEREFORE, the undersigned requests that the Town approve the annexation of the territory to be annexed.

Signed this 13 day of Oct, 2023.

[Signature]
[Signature]

STATE OF COLORADO)
) §
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this 13 day of October, 2023
by Jorge Mariani and Israel Mariani

WITNESS my hand and official seal.

My Commission expires: 2-19-24

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

[Signature]
Notary Public

LEGAL DESCRIPTION

The Land referred to herein is located in the County of **Garfield**, State of **Colorado**, and described as follows:

Parcel A:

The South 22 feet of Lot 24, all of Lot 25 and the North one-half of Lot 26, Block 2, KRUGER SUBDIVISION

Parcel B:

A tract of land situate in the NE 1/4 NE 1/4 of Section 9, Township 6 South, Range 92 West of the 6th P.M., described as beginning at a point whence the intersection of the North line of U.S. Highway No. 24 with the West line of said NE 1/4 NE 1/4 bears South 85°23' West 1121.8 feet; thence North 89°22' West 72.5 feet and thence North 00°38' East 112.5 feet; thence South 89°22' East 72.5 feet; and thence South 00°38' West 112.5 feet to the Point of Beginning. Excepting that part conveyed by Warranty Deed recorded June 24, 1946 at Reception No. 157718

Parcel C:

Lot 24, SPRUCE MEADOWS SUBDIVISION, according to the Plat thereof filed January 15, 2003, at Reception No. 618730, and re-filed January 29, 2003 at Reception No. 619609

Parcel D:

Lot 23, SPRUCE MEADOWS SUBDIVISION, according to the Plat thereof filed January 15, 2003, at Reception No. 618730, and re-filed January 29, 2003 at Reception No. 619609

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Town of Silt

Attention: Zoning Board

Re: Parcel Number 2190910000006

Address: 129 W. Home Ave.

Members,

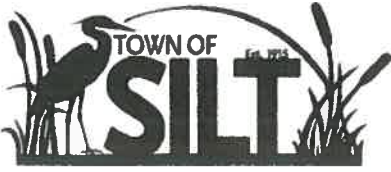
We are seeking Annexation for the above listed property to formally bring it into the Town of Silt. Once this is done, we would like to have the property rezoned R2 so that a single-family home can be erected.

Its current use had been as a storage facility for JJJ Construction.

We feel the impact of a new home with the surrounding homes would make better use of the property and also be a better fit for the community. It would beautify the area and create a better environment than the current use of trucks and equipment being stored.

Thank you for your consideration,

Israel & Jorge Marioni
JJJ Construction



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

Land Use Application Form

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

Project Name: MARIODI Project Description: Build Single Family Home
Owner's Name: Israel Mariodi Owner's Number: 970-274-6557 Owner's Email Address: IT CONSTRUCTION@GMAIL.COM
Address: 129 W. Home Ave. Silt CO Parcel ID Number: 219091000006
Legal Description (attach additional sheets if necessary): Section 9 Township: 6 Range: 92 BGS. AT
A POINT WHERE (PLEASE SEE ATTACHED FOR LEGAL)
Access to Property: STREET ACCESS
Acreage or Square Footage: 7840 SF Existing Land Use Designation: Storage
Proposed Land Use Designation: R2 Single Family Home
Existing Zoning: _____ Proposed Zoning: R2
Proposed Use / Intensity of Use: SINGLE FAMILY HOME

Submittal Requirements:

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

STAFF USE ONLY

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

Billable Party Agreement

Property Owner(s) Name: Israel Mariotti Phone: 970-274-6559
Company: JJI Construction Fax: _____
Address: 129 W. Howe Ave. Ste. Co.
Authorized Rep.: Name: Steve Wiskey Phone: 970-710-0360
Company: _____ Fax: _____
Address: 53 VALLEY OF CARBONDALE CO 81623
Billable Party: Owner Israel Mariotti Representative Steve

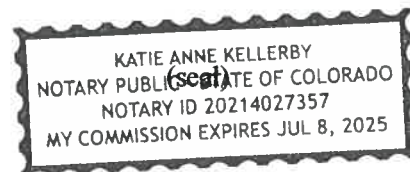
The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all billable staff time and contract services, including, but not limited to, planning, reviewing, inspecting, engineering, surveying and legal services rendered in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

Name (printed): Israel Mariotti
Address: 129 W. Howe Ave. Ste. Co.
Phone: 970-274-6559 Email: JJI Construction 0812 @ GHA1.COM
Type of Identification: Colorado Drivers License Identification Number & Expiration: 95-181-0543 exp 2/21/24
Signature: [Signature] Date: Sept 26 2023
County of Garfield)
State of Colorado) §

Sworn to and subscribed before me this 26 day of Sept 2023
(Day) (Month) (Year)

By Katie Kellerby Witness my hand and official seal Katie Kellerby
(Notary Name) (Notary Signature)

Notary Public
My Commission Expires July 8th 2025



Disclosure of Property Ownership

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

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

Property Owner Affidavit

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

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

Israel Marioni
Name (printed)

Jorge Marioni
Name (printed)

129 W. Howe Ave. Silt Co
Address

SAR
Address

970-274-6559
Phone

970-274-3641
Phone

N/A
Fax

N/A
Fax

[Signature]
Signature

[Signature]
Signature

Colorado Drivers license
Type of Identification

County of Garfield

State of Colorado

SS.

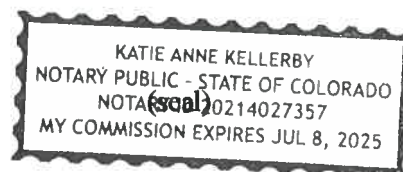
Sworn to and subscribed before me this 26th day of September, 2023
(fill in day) (fill in month) (fill in year)

By Israel Marioni and Jorge Marioni
(name printed)

Witness my hand and official seal.
Katie Kellerby

Notary Public Katie Kellerby

My Commission expires: July 8th 2025



Authorized Representative

I/We further permit Israel Marion / Jorge Marion / Steve Wecker to act as my/our representative in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public hearing(s) which may be held on this application.

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

Steve Wecker
Name (printed)

53 Valley Ct. CARBONATE CO 81623
Address

970.710.0360
Phone

N/A
Fax

[Signature]
Signature

Colorado Drivers license
Type of Identification

County of Garfield)

State of Colorado)

ss.

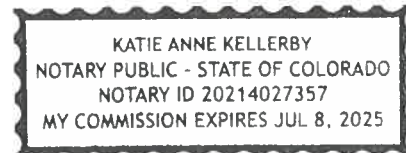
Sworn to and subscribed before me this 26th day of September, 2023
(fill in day) (fill in month) (fill in year)

By Israel Marion
(name printed)

Witness my hand and official seal.

Katie Kellerby
Notary Public

My Commission expires: July 8th 2025



FLAT TOPS COWBOY CHURCH CORP
PO BOX 1501
RIFLE CO 81650

WAKEFIELD, KEVIN S & SAMANTHA L
7303 COUNTY ROAD 233
SILT CO 81652

KERALSA, LLC
3950 MIDLAND AVENUE, SUITE F2
GLENWOOD SPRINGS CO 81601

OSEGUERA, ELVIN MISAEL & YOVANI
794 CASTLE VALLEY BOULEVARD, UNIT 1
NEW CASTLE CO 81647

VINCE SILT MOBILE LLC
325 OAK LANE
ASPEN CO 81611

FRITZLAN, KASANDRA
111 W HOME AVE APT 1
SILT CO 81652

MARIONI, ISRAEL & JORGE
PO BOX 772
SILT CO 81652

MAIN STREET PLAZA LLC
711 MAIN STREET
CARBONDALE CO 81623

COOKMAN, WILLIAM THOMAS
335 WEST 6TH STREET
GRAFTON ND 582171370

ANDERSON, BEVERLY
PO BOX 1813
RIFLE CO 81650

LEE, DANIEL THOMAS & DEZARAE SUE
105 GRAND AVENUE
SILT CO 81652

HENRY, LONNY L & MELISSA
236 BIRCH COURT
SILT CO 81652

PONCE, NANCY & ALFREDO
5033 COUNTY ROAD 335 # 139
NEW CASTLE CO 81647

LOVELACE, JODY
111 WEST MAIN STREET
SILT CO 81652

SNIDER, CHARLES A & PHYLLIS D
PO BOX 294
SILT CO 81652-0294

D & B LIMITED
1407 HIWAN COURT
FORT COLLINS CO 80525

Public Notice

You are hereby notified that the Town of Silt Board of Trustees will conduct a Public Hearing to consider the following application. The Public Hearing will be held on Monday, February 12, 2024 at 7:00 PM in Council Chambers at Silt Town Hall, 231 N. 7th Street.

Applicant:	Israel & Jorge Marioni
Application Requests:	1. Annexation Finding of Facts- Resolution 6, Series 2024 2. Annexation- Ordinance 1, Series 2024 3. Zoning- Ordinance 2, Series 2024
Legal Description:	Section: 9 Township: 6 Range: 92 BEG. AT A POINT WHENCE THE INTERSECTION OF THE N. LINE OF U.S. 6 & 24 WITH THE W. LINE OF NENE BEARS S. 85 DEG.23'W. 1121.8 FT. THENCE N. 89 DEG.22'W.72.5 FT. THENCE N. 0 DEG.38'E. 112.5 FT. THENCE S. 89 DEG. 22' E. 72.5 F
Common Description:	129 West Home Avenue

Note that all public meetings are now hybrids and can be attended in person or via Zoom. Please visit our website, www.townofsilt.org , for a link to the meeting.

The original application is available to view at Town Hall or on the Town website at https://townofsilt.org/board_of_trustees_packets. Public comments are encouraged and written comments may also be submitted in advance of the hearing, to the Town Clerk, at 231 N. 7 Street, Silt, Colorado. Contact 970-876-2353 ext. 110 for more information.

Will be published in the January 26, 2024 Post Independent



WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

**WESTCOR LAND TITLE INSURANCE
COMPANY**

Title Company of the Rockies, LLC

111 E. 3rd Street
Floor 1, Suite 101
Rifle, CO 81650
Phone: 970-625-5426



By: Mary O'Donnell
Mary O'Donnell - President

Attest: [Signature]
Donald A. Berube - Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT FOR TITLE INSURANCE

Issued by



TITLE COMPANY
of the rockies

as agent for

Westcor Land Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 1205779-C

1. Effective Date: **February 17, 2502, 7:00 am** Issue Date: **March 03, 2023**

2. Policy (or Policies) to be issued:

ALTA® 2021 Owner's Policy

Policy Amount:
Premium:

Amount to be Determined
Amount to be Determined

Proposed Insured: **Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below**

3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
Isreal Marioni and Jorge Marioni

5. The Land is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE
For Informational Purposes Only - APN: **217909100006**

Countersigned
Title Company of the Rockies, LLC

By:

A handwritten signature in cursive script, appearing to read "Mike Mulligan".

Mike Mulligan

Commitment No: 1205779-C

SCHEDULE A (continued)**LEGAL DESCRIPTION**

The Land referred to herein is located in the County of Garfield, State of Colorado, and described as follows:

A tract of land situate in the NE1/4NE1/4, of Section 9, Township 6 South Range 92 West of the 6th P.M., described as:

beginning at a point whence the intersection of the North line of U.S. Highway No. 24 with the West line of said NE1/4NE1/4 bears South 85°23' West 1121.8 feet; thence North 89°22' West 72.5 feet and thence North 00°38' East 112.5 feet; thence South 89°22' East 72.5 feet; and thence South 00°38' West 112.5 feet to the Point of Beginning.

EXCEPTING that part conveyed out by Reception No. 157718.

For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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Commitment No: 1205779-C

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

5. Deed from Isreal Marioni and Jorge Marioni to Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR

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Commitment No: 1205779-C

DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF INSURANCE.

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Commitment No: 1205779-C**SCHEDULE B, PART II**
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded August 31, 1893 in Book 12 at Page 244.
8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in

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Commitment No: 1205779-C

United States Patent recorded August 31, 1893 in Book 12 at Page 244.

9. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith.
10. Terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 11, Series of 2012 recorded March 4, 2013 at Reception No. 832123.

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
4. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and

records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that "A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing."

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that "Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as "earnest money" for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
 - (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
 - (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
 - (a) Await any proceeding; or
 - (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
 - (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party. "

Title Company of the Rockies

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time of recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



WESTCOR
LAND TITLE INSURANCE COMPANY

**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:



TITLE COMPANY
of the Rockies

The Title Company of the Rockies
1620 Grand Avenue Bldg Main, Floor 1
Glenwood Springs, CO 81601
Phone: 970-945-1169

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

Joint Notice of Privacy Policy
of
Westcor Land Title Insurance Company
and
The Title Company of the Rockies

Westcor Land Title Insurance Company ("WLTIC") and **The Title Company of the Rockies** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **The Title Company of the Rockies** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **The Title Company of the Rockies** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **The Title Company of the Rockies** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **The Title Company of the Rockies** has a joint marketing agreement. Entities with whom WLTIC or **The Title Company of the Rockies** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **The Title Company of the Rockies** use to protect this information and to use the information for lawful purposes. WLTIC or **The Title Company of the Rockies**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **The Title Company of the Rockies**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com



WESTCOR
LAND TITLE INSURANCE COMPANY

**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

The Title Company of the Rockies

1620 Grand Avenue Bldg Main, Floor 1
Glenwood Springs, CO 81601
Phone: 970-945-1169



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

The Title Company of the Rockies

Westcor Land Title Insurance Company ("WLTIC") and **The Title Company of the Rockies** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **The Title Company of the Rockies** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **The Title Company of the Rockies** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **The Title Company of the Rockies** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **The Title Company of the Rockies** has a joint marketing agreement. Entities with whom WLTIC or **The Title Company of the Rockies** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **The Title Company of the Rockies** use to protect this information and to use the information for lawful purposes. WLTIC or **The Title Company of the Rockies**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

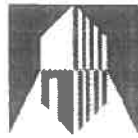
Information Security

WLTIC and **The Title Company of the Rockies**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

COMMITMENT FOR TITLE INSURANCE

Issued by



TITLE COMPANY
of the rockies

as agent for

Westcor Land Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 0601562-C2

1. Effective Date: **July 23, 2018, 7:00 am** Issue Date: **August 03, 2018**

2. Policy (or Policies) to be issued:

ALTA Loan Policy (6-17-06)	Policy Amount:	\$135,000.00
	Premium:	\$463.00
Proposed Insured:	Weinberg Servicing LLC, its Successors and/or Assigns as their interests may appear	

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
Parcel A: Israel Marioni

Parcel B: Israel Marioni and Jorge Marioni, as joint tenants

Parcel C: Jorge Marioni

Parcel D: Jorge Marioni

5. The land referred to in this Commitment is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

Countersigned

The Title Company of the Rockies

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Commitment No: 0601562-C2

By: *Emily Rank*

Emily Rank

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LEGAL DESCRIPTION

The Land referred to herein is located in the County of **Garfield**, State of **Colorado**, and described as follows:

Parcel A:

The South 22 feet of Lot 24, all of Lot 25 and the North one-half of Lot 26, Block 2, KRUGER SUBDIVISION

Parcel B:

A tract of land situate in the NE 1/4 NE 1/4 of Section 9, Township 6 South, Range 92 West of the 6th P.M., described as beginning at a point whence the intersection of the North line of U.S. Highway No. 24 with the West line of said NE 1/4 NE 1/4 bears South 85°23' West 1121.8 feet; thence North 89°22' West 72.5 feet and thence North 00°38' East 112.5 feet; thence South 89°22' East 72.5 feet; and thence South 00°38' West 112.5 feet to the Point of Beginning. Excepting that part conveyed by Warranty Deed recorded June 24, 1946 at Reception No. 157718

Parcel C:

Lot 24, SPRUCE MEADOWS SUBDIVISION, according to the Plat thereof filed January 15, 2003, at Reception No. 618730, and re-filed January 29, 2003 at Reception No. 619609

Parcel D:

Lot 23, SPRUCE MEADOWS SUBDIVISION, according to the Plat thereof filed January 15, 2003, at Reception No. 618730, and re-filed January 29, 2003 at Reception No. 619609

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COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE B, PART I Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Release of Assessment Lien of Grass Mesa Homeowner's Association in the amount of \$1,041.06, recorded August 23, 2017 at Reception No. 896454.**
6. **Deed of Trust from Israel Marioni and Jorge Marioni to the Public Trustee of Garfield County for the use of Weinberg Servicing LLC, to secure \$135,000.00.**

The Mortgage Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4, provided that:

(A) The enclosed form of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent, and

(B) Applicable scheduled charges in the amount of \$70.00 are paid to the Company or its duly authorized agent.

(C) Intentionally Deleted.

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The Mortgage Policy, when issued, will contain the following Endorsement Form(s), provided that applicable scheduled charges in the amount(s) following each endorsement are paid to the Company or its duly authorized agent.

8.1	\$50.00
115.2	\$61.00

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Parcel A: SPECIAL WARRANTY DEED recorded November 14, 2011 at Reception No. 810706

Parcel B: WARRANTY DEED recorded May 1, 2014 at Reception No. 848780

Parcel C: WARRANTY DEED recorded October 6, 2016 at Reception No. 883495

Parcel D: WARRANTY DEED recorded October 6, 2016 at Reception No. 883496

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

EXCEPTION NO. 5 UNDER SCHEDULE B, SECTION 2 OF THIS COMMITMENT WILL NOT APPEAR IN THE POLICY OR POLICIES TO BE ISSUED PURSUANT HERETO, PROVIDED THAT (A) THE DOCUMENTS CONTEMPLATED BY THE REQUIREMENTS SET FORTH IN SCHEDULE B, SECTION 1 OF THIS COMMITMENT ARE SUBMITTED TO AND APPROVED AND RECORDED BY THE COMPANY OR ITS DULY AUTHORIZED AGENT, AND (B) AN EXAMINATION OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO BY THE COMPANY OR ITS DULY AUTHORIZED AGENT DISCLOSES THAT NO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS HAVE BEEN RECORDED IN SUCH RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

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Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any and all recorded rights of way and easements including, but not limited to the following: roads, highways, ditches, creeks, laterals, canals, reservoirs, drainage ways, flumes, pipelines, utilities, guy line/anchors, railroads, aircraft overflight, power and telephone lines.
8. All Restrictions, Covenants, Declarations, Conditions, Leases, Agreements and Mineral Reservations of record, and any modification thereof, if any.
9. Water rights or claims of title to water.
10. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
11. Any loss or damage due to or resulting from any and all outstanding dues and/or assessments levied by the Homeowners Association.

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that

"Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

A. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.

B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.

C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.

D. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.

E. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

(i) The subject real property may be located in a special taxing district;

(ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and

(iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

(a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and

(b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that

"A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing."

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that

“Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
 - a. Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
 - b. If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
 - a. Await any proceeding; or
 - b. Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
 - c. Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party.”

Title Company of the Rockies

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*A Parcel of Land Situate in the NE1/4 of the NE1/4 Section 9, Township 6 South, Range 92 West of the 6th P.M.
County of Garfield, State of Colorado*

FILE:	EXC
DFT.	YJL
CK.	MJL
DATE: 01/26/22	
PROJECT NO. 21172-01	
SHEET 1	
OF 1	

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

**A RESOLUTION FOR FINDING OF FACTS REGARDING ANNEXATION PETITION FOR A
PROPERTY KNOWN AS 129 WEST HOME AVENUE, SILT COLORADO**

WHEREAS, on or about September 15, 2023, Israel and Jorge Marioni (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and Affidavit of Circulator for that real property specifically described on Exhibit “A” attached hereto and known as 129 West Home Avenue Annexation; or more generally known as the “Property”; and-

WHEREAS, the Town of Silt (the “Town”) planning staff advised the Board that after a review of the annexation Petition and map, staff determined that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. §31-12-107; and

WHEREAS, pursuant to C.R.S. § 31-12-108, the Board of Trustees, by Resolution 5, Series of 2024, found Petitioner’s annexation petition to be in substantial compliance with the requirements of Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended, and specified that the Board of Trustees would hold a hearing on the proposed annexation of the Property at its regular meeting on February 12, 2024; and

WHEREAS, the Petition alleges as follows:

- 1) It is desirable and necessary that the territory described above be annexed to the Town.
- 2) The requirements of C.R.S. §31-12-104, as amended, exist or have been met, including without limitation the following:
 - a) Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the Town.
 - b) A community of interest exists between the area proposed to be annexed and the Town.
 - c) The area proposed to be annexed is urban or will be urbanized in the near future.
 - d) The area proposed to be annexed is integrated with or is capable of being integrated with the Town.

3) The requirements of C.R.S. §31-12-105, as amended, exist or have been met, including without limitation the following:

- a) In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (1) has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
 - (2) comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b) No annexation proceedings have been commenced for the annexation to a municipality other than the Town of Silt, Colorado, of all or part of the territory proposed to be annexed.
- c) The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d) The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the Town more than three (3) miles in any direction from any point on the current municipal boundary of the Town in any one year; and

WHEREAS, the Town has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the Town has been held in the preceding twelve (12) months; and

WHEREAS, the signer of the Petition is the owner of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the Town of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the name and mailing address of the signer of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the Town Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

- a) A written legal description of the boundaries of the area proposed to be annexed to the Town;
- b) The boundary of the area proposed to be annexed to the Town;
- c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
- d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town; and

WHEREAS, none of the area proposed to be annexed to the Town of Silt, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, on or about December 5, 2023, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

WHEREAS, on or about January 8, 2024, the Silt Board of Trustees considered the Annexation Petition and Application materials for the Property and approved Resolution 5, Series 2024, for the Substantial Compliance of the Annexation application; and

WHEREAS, the Silt Board of Trustees has determined that the Petition and appurtenant documents have met the requirements of sections 31-12-104, 31-12-105, and 31-12-107, C.R.S., for Findings of Facts;

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

- 1) The Town incorporates the foregoing recitals as findings by the Town of Silt, Board of Trustees (the "Board").
- 2) The Board of Trustees of the Town of Silt hereby accepts the Petition for Annexation submitted by Owner for the 129 West Home Avenue Annexation as shown on the attached Exhibit "A".
- 3) The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

4) The petition meets the applicable requirements of C.R.S. §31-12-104 and §31-12-105, as amended

5) Any person may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees for the Town of Silt, Colorado.

INTRODUCED, READ AND APPROVED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 12th day of February, 2024.

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

EXHIBIT A

LEGAL DESCRIPTION

ANNEXATION: 129 WEST HOME AVENUE

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER NORTHEAST ONE-QUARTER OF SCETION 9, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH P.M., DESCRIBE AS BEGINNING AT A POINT WHENCE THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY NO. 24 WITH THE WEST LINE OF SAID NORTHEAST ONE-QUARTER NORTH EAST ONE-QUARTER BEARS SOUTH 85°23' WEST 1121.8 FEET; THENCE NORTH 89°22' WEST 72.5 FEET AND THENCE NORTH 00° 38' EAST 112.5 FEET; THENCE SOUTH 89° 22' EST 72.5 FEET; AND THENCE SOUTH 00° 38' WEST 112.5 FEET TO THE POINT OF BEGINNING. EXCEPTING THAT PART CONVEYED BY WARRANTY DEED RECORDED JUNE 24, 1946 AT RECEPTION NO. 157718.

SAID TRACT CONTAINS 7,840 SQUARE FEET AND/OR 0.18 ACRES, MORE OR LESS.

TOTAL PERIMETER IS APPROXIMATELY 370 LINEAL FEET.
REQUIRED 1/6th CONTIGUOUS BOUNDARY IN TOWN LIMITS IS THREE SIDE;
NORTH, WEST AND EAST, EQUALLY APPOXIMATELY 300 FEET.

**TOWN OF SILT
ORDINANCE NO. 1
SERIES OF 2024**

**AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO
CERTAIN REAL PROPERTY LOCATED AT 129 WEST HOME AVENUE,
SILT, COLORADO, KNOWN AS THE MARIONI ANNEXATION**

WHEREAS, on or about September 15, 2023, Israel and Jorge Marioni (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and Affidavit of Circulator for that real property specifically described on Exhibit “A” attached hereto and known as 129 West Home Avenue Annexation; or more generally known as the “Property”; and

WHEREAS, on or about December 5, 2023, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

WHEREAS, pursuant to C.R.S. § 31-12-108, the Board of Trustees, by Resolution 5, Series of 2024, found Petitioner’s annexation petition to be in substantial compliance with the requirements of Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended, and specified that the Board of Trustees would hold a hearing on the proposed annexation of the Property at its regular meeting on February 12, 2024; and

WHEREAS, pursuant to C.R.S. §§31-12-108 to -110, on February 12, 2024, the Board of Trustees held a duly noticed public hearing to consider the proposed annexation of the Property; and

WHEREAS, notice of such hearing was published for four (4) successive weeks in the *Post Independent*, a newspaper; and

WHEREAS, the Board of Trustees, by Resolution No. 6, Series of 2024, set forth its Findings of Fact, Determinations and Conclusions with regard to annexation of the Property to the City, which findings, determinations, and conclusions are incorporated herein by this reference.

WHEREAS, in order to encourage well-ordered development to the Town of Silt, it is desirable that the Property be annexed into the Town of Silt; and

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

Section I. The annexation to the Town of Silt of the real property described on **Exhibit A** is hereby approved, subject to the recording of this Ordinance and the Annexation Map with the Garfield County Clerk and Recorder, and such real property will thereby be annexed to and made a part of the Town of Silt, subject to the terms and conditions of that certain Annexation Agreement which is also hereby approved.

Section II. Upon notice from Petitioner or Petitioner's successors or assigns, the Town Clerk of the Town of Silt, Colorado, the Town of Silt shall:

- (a) File one (1) copy of the annexation map with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Silt, Colorado; and
- (b) File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Map, containing a legal description of the Property, with the County Clerk and Recorder of Garfield County, Colorado, with directions to the Garfield County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
- (c) File one (1) certified copy of the annexation ordinance and one (1) copy of the Annexation Map in the office of the County Assessor of Garfield County, Colorado; and
- (d) Prior to filing or recording any of the foregoing, update the Annexation Map and Annexation Agreement to reflect the then-current owner of the Property.

INTRODUCED on February 12, 2024, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on February 26, 2024, passed without amendment, approved, and ordered published in full as required by the Charter.

TOWN OF SILT

Mayor Keith Richel

ATTEST:

Town Clerk Sheila M. McIntyre

EXHIBIT A

Legal Description:

ANNEXATION: 129 WEST HOME AVENUE

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER NORTHEAST ONE-QUARTER OF SCETION 9, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH P.M., DESCRIBE AS BEGINNING AT A POINT WHENCE THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY NO. 24 WITH THE WEST LINE OF SAID NORTHEAST ONE-QUARTER NORTH EAST ONE-QUARTER BEARS SOUTH 85°23' WEST 1121.8 FEET; THENCE NORTH 89°22' WEST 72.5 FEET AND THENCE NORTH 00° 38' EAST 112.5 FEET; THENCE SOUTH 89° 22' EST 72.5 FEET; AND THENCE SOUTH 00° 38' WEST 112.5 FEET TO THE POINT OF BEGINNING. EXCEPTING THAT PART CONVEYED BY WARRANTY DEED RECORDED JUNE 24, 1946 AT RECEPTION NO. 157718.

SAID TRACT CONTAINS 7,840 SQUARE FEET AND/OR 0.18 ACRES, MORE OR LESS.

TOTAL PERIMETER IS APPROXIMATELY 370 LINEAL FEET.
REQUIRED 1/6th CONTIGUOUS BOUNDARY IN TOWN LIMITS IS THREE SIDE;
NORTH, WEST AND EAST, EQUALLY APPROXIMATELY 300 FEET.

**TOWN OF SILT
ORDINANCE NO. 2
SERIES OF 2024**

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS R-2,
GENERAL RESIDENTIAL DISTRICT, A 0.18 ACRE PARCEL LOCATED AT 129
WEST HOME AVENUE, SILT, COLORADO, KNOWN AS THE MARIONI
ANNEXATION WITHIN THE TOWN OF SILT, COLORADO**

WHEREAS, the Board of Trustees of the Town of Silt ("Board") has authority over land use administration as provided in Section 13-8 of the Town of Silt's ("Town's") Charter and the Board may adopt land use ordinances pursuant to such authority; and

WHEREAS, Section 31-12-115(2), C.R.S. provides that any area annexed by a municipality shall be brought under the municipality's zoning ordinance within ninety days after the effective date of the annexation ordinance; and

WHEREAS, on February 12, 2024, the Board adopted Ordinance No. 1, Series of 2024, annexing the 0.18-acre parcel that is the subject of this ordinance, legally described in **Exhibit A** (the "Property"), pursuant to Section 31-12-106(1), C.R.S. by Ordinance No. 1, Series of 2024; and

WHEREAS, Silt Municipal Code Section 17.88.020 provides the procedures for changing the zoning classification of any particular parcel. Pursuant to Section 17.88.020(c)(2), following a public hearing, the Planning and Zoning Commission shall make a recommendation to the Board. Pursuant to Section 17.88.020(c)(3) the Board shall review the proposed zoning classification following a public hearing and may approve the zoning if the criteria in Section 17.88.020(c)(3)(b) have been met; and

WHEREAS, The Board finds that the amendments to the Town's zoning map proposed in this ordinance will promote the public health, safety and general welfare; are consistent with the comprehensive plan and the purposes stated in the unified development code; are consistent with the stated purposes of the proposed zone districts; will not likely result in significant adverse effects upon the natural environment, including air, water, noise, storm water management, wildlife and vegetation, or such impacts will be substantially mitigated; will not likely result in material adverse negative impacts to other properties adjacent to or in the vicinity of the subject property; and facilities and services including roads/transportation, water, gas, electricity, and police and fire protection, will be available to serve the subject property after development; 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 Planning and Zoning Commission and the Board considered this ordinance; and

WHEREAS, after considering the location of the property and the Town's Comprehensive Plan, the Board finds that the adoption of this ordinance is necessary and proper to provide for the safety, health and prosperity and order of the town.

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

Section I. The Property shall be zoned as part of the R-2 General Residential District as depicted on the zoning map.

Section II. The Zoning Map of the Town of Silt Colorado is amended consistent with this ordinance.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this 12 day of February, 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 26 day of February, 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

EXHIBIT A

Legal Description:

ANNEXATION: 129 WEST HOME AVENUE

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER NORTHEAST ONE-QUARTER OF SCETION 9, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH P.M., DESCRIBE AS BEGINNING AT A POINT WHENCE THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY NO. 24 WITH THE WEST LINE OF SAID NORTHEAST ONE-QUARTER NORTH EAST ONE-QUARTER BEARS SOUTH 85°23' WEST 1121.8 FEET; THENCE NORTH 89°22' WEST 72.5 FEET AND THENCE NORTH 00° 38' EAST 112.5 FEET; THENCE SOUTH 89° 22' EST 72.5 FEET; AND THENCE SOUTH 00° 38' WEST 112.5 FEET TO THE POINT OF BEGINNING. EXCEPTING THAT PART CONVEYED BY WARRANTY DEED RECORDED JUNE 24, 1946 AT RECEPTION NO. 157718.

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Summer Youth Program

We're ramping up for another big season at Highwater. While our production plans and scale remain the same as last year (3 acres, 120 CSA members) — **we're doubling the size of our summer program.**

Thanks to funding secured from the Kenneth King Foundation, we're able to bring on 6 returning youth in next-level positions. **Meet our 2024 Assistant Crew Leaders.** These young leaders will be working together for 8 weeks this summer to lead new crew workers in the field.



Summer Youth Program applications are open now — and we're working to bring on 14 new crew workers. Please encourage young people ages 14-17 to submit their applications by February 29. This is a paid opportunity for teens to earn up to \$3,000 for their full participation in the 7-week program. All applicants have the chance to interview.

[**Summer Youth Program Applications Here**](#)



Join our Team

We continue to seek team members interested in working as Assistant Growers, Farmers, and Youth Program support. Our remaining positions have flexible start dates. See our website for details.

[**Apply**](#)



CSA Memberships

Are almost sold out! Reserve yours now by visiting our website.

There are no remaining Carbondale shares available.
If you are interested in a work-trade and helping us with the Carbondale share delivery in exchange for a share, please let our Farm Manager know.

Interested in our Workshare? Commit to farming with us weekly on Fridays from 9am-1pm for the height of the growing season and receive a CSA share in return.
Contact Becca for more information.

Reserve your CSA Membership Now



Updates from the farm (and office)

No rest for the weary. Well, let's not be too dramatic, we did get a little rest this winter. It has been busy though. And we'd still like to do some more skiing.

Our team pushed through fall, into fundraising season, and now somehow it's already February.

Last month Becca and I were given the opportunity to present at the Food and Farm Forum. A regional farmer and rancher conference held in Montrose each winter. It was rewarding to share our agricultural lessons learned with our farming community and spend time with farmers from across the western slope.

As Becca reviews our crop plan and orders all of the necessary farm supplies — we've also been working to interview and hire for our seasonal positions, and to set up our 2024 youth program.

We continue to seek support for our programs and our work. If you have any funding leads, please let us know. This is the time of year when we make time for fundraising. Pretty soon we'll be seeding in the greenhouse and running around chasing chickens with our heads cut off, or something like that.

See you on the farm (or in the office).

—Sara



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You are receiving this email because you opted in via our website.

Our mailing address is:
Highwater Farm
7001 County Road 346
Silt, Colorado 81652

[Add us to your address book](#)

Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe](#)





Date: February 12, 2024

To: Mayor Richel & Board of Trustees

From: Jeff Layman, Town Administrator

Subject: Staff Report

Activities and initiatives:

Intermountain Traffic Planning Region: The CDOT staffers present that the last quarterly meeting, held on January 19, 2024, alerted the assembly that CDOT would begin their next 10-year planning exercise this year. They will schedule meetings with every County Commission in the State in the coming months to accept information to include in the plan. Town officials will be invited to selected County Commission meetings to register their suggestions.

From the 10-year plan, a 4-year State Transportation Improvement Plan, complete with funding is developed and set upon to complete. It will be important for Silt to continue to be well represented at the IMTPR meetings to keep focus on our interchange redevelopment and the construction phase of our pedestrian bridge.

Space Needs: After being reminded by the Colorado River Fire Rescue district that we had discussed the development of a joint public safety center, our team met with the District's staff on January 9 to better understand how their needs and ours might coalesce. Our intent at this point is to present our ideas to our respective boards, or possibly a joint board work session. In order to deal with immediate needs, our goal to remodel Town Hall's garage bays is still moving forward.

TRIP Update: Town Contractor Adrian Brown will be knocking on doors in the Mesa View neighborhood to try to gin up support for the TRIP program. He will also be collecting information regarding why the hesitation exists in the community to get involved and formulate some tweaks in the program. He will also be confirming irrigation audits on request. Mesa View was selected for this work due to the fact that it has the largest sized lots in Town.

Comprehensive Plan RFP: We are in the process of writing a request for proposal (RFP) to review and update the Town's Comprehensive Plan. The current plan was written in 2017. These types of plans should be revised every 5-7 years or when conditions change. It could be argued that Silt is a very different place than it was in 2017. We will review the RFP with the Board when it's complete and before it is put out to bid. We have \$50,000 in the budget for activities such as this, but if we can secure some grant funding, it won't cost nearly this much.

"State of the Community" Chamber Luncheon: This popular event is scheduled for March 11 in Rifle. Align Multi Media, as part of its contract with the Town is preparing a video to highlight the wonderful things about Silt, what's happening and what it's like to work here. Board members who'd like to join us at the luncheon should contact me and we will RSVP for you. We will likely reserve two tables.

Economic Development: I attended the Q1 meeting of the Colorado River Valley Economic Development Partnership (The Partnership) on January 30. Among the Board's major actions is to engage Alicia Gresley of "On Mountain Time" consulting to continue her work in standing up the organization. She reported on her outcomes for 2023 and laid out a scope of services for 2024. The scope includes business attraction, business retention and expansion, workforce development, marketing and promotion, grant-writing and fundraising, data analysis and community engagement. The Rifle Regional Economic Development Corporation (RREDC) is still acting as an umbrella organization for the Partnership and the agreement with "On Mountain Time" is for \$45,000 for 2024. The Town has contributed \$3,000 and held another \$3,000 in reserve for later in the year, depending on results and outcomes as reported in the third and/or fourth quarter. A copy of the On Mountain Time proposal is attached.

"Rediscovering Common Ground" Event: I participated in a live presentation of this event hosted by CMC and Aspen Public Radio. It was part of a non-partisan series of community conversations about civic engagement and civil discourse inspired by CMC's Common Reader book for 2024 *The Bill of Obligations: The Ten Habits of Good Citizens* by American diplomat and former president of the Council on Foreign Relations Richard Haass.

The event consisted of a conversation between Haass and Walter Isaacson, historian, author and former CNN CEO. Mary Louise Kelly, co-host of the newsmagazine *All Things Considered* on National Public Radio facilitated the session.

I have secured copies of the book for Trustees and Silt's Department Heads.

Coal Ridge High School Booster Club Sponsorship:

The Coal Ridge High School Booster Club is asking the Town to participate in the building of a paved pavilion, to be called "Titan Court", that will serve a new concession stand being built adjacent to the

football field. For \$1,000, donors will purchase one of 16 square 9x9 foot concrete sections that will make up the pavilion. This is a first-come, first-served opportunity. The booster club says, "The Town's donation would show everyone who steps foot on Titan Court that the Town of Silt stands with our athletes, our students, and our community." A rendering of the court is attached.

The Town has budgeted \$6,500 for "General Contributions", a majority of which has been earmarked for CRVEDP (see above), but some has been used, over the years, to support various requests at Coal Ridge.



State of the Community Program

March 11th, 2024

Grand River Health

11am - Doors Open, Buffet Line from 11am to 11:40am

11:40am - Welcome by Alysse and Sponsor Welcome (Alpine Bank - Larry)

Noon - Town of New Castle

12:15pm - Town of Silt

12:30pm - City of Rifle

12:45pm - Town of Parachute

1:00pm - Battlement Mesa Metro District

1:15pm - Colorado River Valley Economic Development

1:30pm - Garfield County Commissioners

2:00pm - Thank you and dismissal



Alpine Bank

Members- \$40

Non Member- \$50

Member Table Sponsor- \$200

Non Member Table Sponsor- \$300







Public Works Department

Trey H Fonner
Public Works Director

Memo

To: Jeff Layman, Town Administrator

From: Trey Fonner, Public Works Director

Cc: File

Date: February 2, 2024

Subject: Public Works Department Report

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

- ❖ Clean up at Silt River Preserve
- ❖ Remove Christmas Trees at Round about
- ❖ Work on Admin's car
- ❖ Burn slash piles
- ❖ Re Deck mower trailer
- ❖ Work on Dump truck bed
- ❖ Plow, sand and shovel as needed
- ❖ Start water line boring project
- ❖ New PRV installed at 129 Home Ave
- ❖ Assist Water plant crew in repair of raw water line
- ❖ Work on Bridge at Silt River Preserve
- ❖ Maintenance at Senior Housing
- ❖ Remove left behind belongings in 203
- ❖ Replace old and faded street signs throughout Town
- ❖ Work on Repairing old barn at Silt River Preserve
- ❖ Run street sweeper
- ❖ Potholes throughout Town
- ❖ Change brooms on sweeper
- ❖ New outlets at Town Hall

Water/Wastewater

- ❖ Repair 10" raw water line
- ❖ Install new Hypochlorite disinfection system
- ❖ Training with CRWA at Town Center
- ❖ Replace sludge pump
- ❖ Read meters, door hangers and shutoffs
- ❖ Daily, weekly and monthly lab work
- ❖ Collect samples to send to state lab

- ❖ Produce bio solids as needed
- ❖ Service UV chamber on discharge
- ❖ Repair skimmers on clarifiers
- ❖ Fix 2" T in headworks that was leaking
- ❖ 9,094,304 gallons of water produced

Charging Station

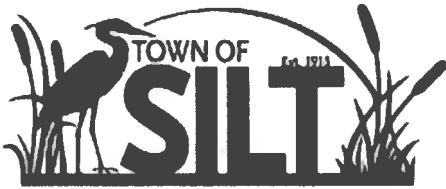
- ❖ 4 Vehicles
- ❖ 4 charging sessions
- ❖ Operator error in changing price and it was not set correctly

Bulk Water Numbers

- ❖ 103,198 Gallons of water through coin operated system
- ❖ 49,498 Gallons of water through commercial station

Public Works Director

- ❖ Weekly Water plant meetings
- ❖ Weekly Fiber meetings with County
- ❖ CEOS training with Amie on SRF reimbursements
- ❖ Property acquisition meetings and appraisals
- ❖ Space needs meeting
- ❖ Colorado River Wildlife meeting
- ❖ Jar testing and results
- ❖ Dewberry contract review
- ❖ Garney invoice review
- ❖ Parks planning update
- ❖ GOCO grant meetings
- ❖ Silt River Preserve project update
- ❖ GFMLD banquet
- ❖ Vacation
- ❖ Highwater Farms meeting



Date: February 2, 2024

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for January 2024

Town Clerk duties:

- Attended staff meetings
- Ordered supplies for employees
- Signed paychecks and A/P checks
- Misc research for various staff members and Attorney
- Customer service
- Attended employee meeting re: benefits
- Reviewed ordinance for PD
- Prepared and sent out BOT packets, attended and followed up on meetings, work sessions, and transcribed minutes
- Picked up food for BOT meetings
- Put out request for VALE applicants
- Reviewed tree resolution
- Index filing and purging of old documents
- Attended Space Needs meeting
- Reposted building inspector ad
- Attended GCFMLD luncheon
- Ran errands: Bank, picked up food for work session, Post Office, MicroPlastics, Locksmith, Prosecutors'
- Prepared directives list
- Public notices to paper
- What do retired people miss the most? The people and the friendships!!!!

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line and a small loop.

Municipal Court & Police Dept. duties:

- Prepared updated penalty assessments books for officers
- VALE packet prep, attend meeting, transcribe minutes
- Prepared appearance bonds for jail
- Input tickets and payments
- Prepared notice of appearance to defendant's counsel
- Prepped for and attended court
- Sealed records
- Sent out late payment letters on tickets
- 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

Silt Channel Playback Schedule Op.2

	9:00am	2:00pm	7:00pm
Monday	BOCC/EAB	Re-2	BOT LIVE
Tuesday	Re-2	BOT	PnZ
Wednesday	BOT	PnZ	CRER
Thursday	PnZ	CRER	BOT
Friday	CRER	BOT	Re-2
Saturday	BOT	Re-2	BOCC/EAB
Sunday	Re-2	BOCC/EAB	BOT

Key		
IOS BOT	Town of Silt - Board of Trustees	2nd & 3rd Mondays
IOS PnZ	Town of Silt - Planning & Zoning	1st Tuesday
Re-2 Board	Re-2 School District - Board of Education	2nd & 3rd Wednesdays
CRER Board	Colorado River Fire Rescue - Board of Directors	2nd Tuesday
GarCo BOCC	Garfield County - Board of County Commissioners	1st, 2nd & 3rd Mondays
GarCo EAB	Garfield County - Energy Advisory Board	Quarterly



**SILT
POLICE**

SILT POLICE DEPT

231 N 7th St, Silt, CO 81652

P: 970-876-2735 | F: 970-876-0205

SILTPOLICE.COM

MEMORANDUM

01/31/2024

To; Board of trustees

Reference: PD

We are working on a Grant for the flock system and the contracts are with the attorneys.

We interviewed 4 applicants for our open positions, we offered two of them a conditional offer.

We are currently working on equipment grants.

We are working on a plan for the migrant situation.

If you have any questions, please contact me at 970-876-2735.

Respectfully, Chief Mike Kite

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
Incidents 2024	419												419	419
Incidents 2023	392	297	327	400	344	364	389	367	360	356	313	272	4181	392
Cases 2024	9												9	9
Cases 2023	26	18	21	25	10	16	25	20	19	8	11	16	215	26
Animal 2024	21												21	21
Animal 2023	28	13	10	15	19	20	25	25	21	33	20	18	240	28
Adult Arrests 2024	1												1	1
Adult Arrests 2023	14	13	11	22	3	5	3	12	7	1	2	2	95	14
Juvenile Arrests 2024	0												0	0
Juvenile Arrests 2023	0	0	0	1	0	0	3	0	0	0	0	0	4	0
Tickets 2024	27												27	27
Tickets 2023	48	32	61	36	31	23	30	44	40	38	34	25	442	442
Warnings 2024	46												46	46
Warnings 2023	48	29	40	44	44	32	35	46	48	57	37	44	460	48
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: January 31, 2023

To: Mayor and Board of Trustees

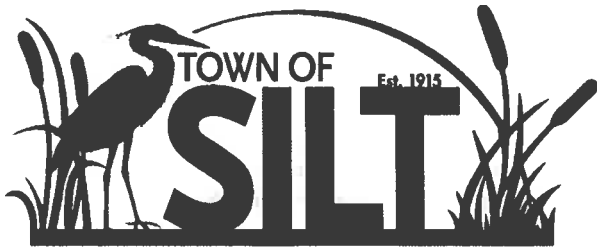
From: Amie Tucker, Treasurer

Tasks Completed in January

- Bulk Water
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Grant Management
- Monthly Disbursements
- Weekly Staff Meetings
- Zoom meeting hosting for Board meetings
- WasteWater Rate Study Meeting
- Quarterly 941's & Unemployment reports
- Safety Meeting
- Parks Planning Meeting
- Pinnacol Assurance Webinar
- ClearGov Demo
- Senior Advisory Board Meeting
- W-2s and 1099's sent to Federal, State and Social Security Offices

Filed Mill Levy with the County. Completed budget book and submitted to DOLA. Working on our yearly Conservation Trust Fund and Highway Users Tax Fund reports for the state.

Colorado officially became a state on January 1, 1876, making it the 38th state in the United States of America. It was originally part of the Kansas Territory and then the Colorado Territory before achieving statehood.



Community Development Department

MEMORANDUM

TO: Jeff Layman, Town Administrator
FROM: Nicole Centeno, Community Development Manager
DATE: January 2024 – February 2024

Building Department

- * Zoning & Building Reviews
- * Inspections - 32 in January
- * Contractor Licensing- 152 New / 152 YTD
- * BEST Tests- 12 New / 12 YTD
- * Miscellaneous Permits – 12 New / 12 YTD
- * Excavation Permits- 4 New / 4 YTD
- * Single Family Permits – 1 New / 1 YTD
- * Commercial Building Permit- 0 New / 0 YTD
- * Stop Work Orders
- * Building Code First Phase Implementation

Administration

- * Staff Meetings
- * LED/Community Engagement/Communication
- * Business Licenses- 99 YTD
- * Customer Service (Calls, Emails, Walk-ins)
- * Facility Rentals
- * Office/File Organization
- * P & Z Meetings and Minutes
- * Website Management
- * Social Media Management
- * Vendor's Licenses- 1 YTD

Recreation

- * Online Registration Portal
- * Lil' Dribblers Basketball
- * Boys Basketball

Code Enforcement

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

- * Marioni Annexation- BOT February 12
- * Coats Lot Line Adjustment- Waiting on Applicant
- * Church Parking Annexation- BOT March 11
- * The Bank Site Plan Review- Needs to Re-Notice
- * Murrieta Food Truck Site Plan- Waiting on Applicant
- * River Run Storage Site Plan- Pending

Special Events- Current & Future Planning

- * 2024 Event Calendar
- * Easter Egg Prep

- * Code Enforcement Complaints
- * Construction w/o Permit (Stop Work Order)
- * Emotional Support Animals

TOWN OF SILT
REGULAR PLANNING AND ZONING COMMISSION MEETING
December 5, 2023 – 6:30 P.M.
HYBRID MEETING

The Silt Planning and Zoning Commission held their regularly scheduled meeting on Tuesday, December 5, 2023. The meeting was called to order at 6:41 PM.

Roll call	Present	Chair Lindsey Williams Commissioner Robert Doty Vice Chair Michael Bertaux Commissioner Eddie Aragon Commissioner Jennifer Stepisnik Alternate Vanessa Westmoreland (Remote) Alternate Dana Wood
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Also present were Contract Planner Mark Chain, Public Works Director Trey Fonner and Community Development Manager Nicole Centeno

Pledge of Allegiance

Consent Agenda

1. Minutes of the November 8, 2023 Planning & Zoning Commission meeting.

Vice Chair Bertaux made a motion to approve the consent agenda as presented. Second by alternate Stepisnik; the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Silt Water Treatment Plant – Site Plan Review

Manager Centeno introduced this project. She stated this is the project that the Town has been working on for over a year and that it has been a high priority for the Town. Essentially, the Town will be replacing the water treatment plan for reasons stated numerous times. There is no change to the zone district. She indicated that many of the technical items have been reviewed and examined a number times with the priority to be as cost-efficient as necessary. Dewberry Engineering Consultants who did the heavy lifting for the project has a memo attached the staff report as well as the entire engineering and specification drawings.

She indicated that the location is west of the Frontage Road south of interstate I – 70. Related to conformance with the Comprehensive Plan, Centeno noted that the updated water treatment plant would meet the needs of the community. However, she did want to note that this particular property was designated as Recreation/Commercial and may have been incorrectly noted during the comprehensive plan process.

Centeno thought that with all the input this project has been well-thought-out and will meet the needs of the Town as the Town grows and moves forward in the future.

Centeno summarize a number of items including:

- recommended conditions were on page 12 of the staff report.
- Review fees have been waived
- the extensive engineering documents are for design review only and are not final construction plans
- Centeno also wanted to make it clear that the planning commission is the deciding body for a site plan review unless appealed.

In wrapping up, Centeno asked if there are any questions from the Planning Commission. Chair Williams asked if the Public Works Director Trey Fonner wanted to comment. Trey said they welcomed any questions and that the Town hopes to start construction in the next couple of months. Alternate Wood asked how many people this would serve in the future. Fonner indicated that the updated plant would be able to supply 2 million gallons a day in order take the Town 20 years into the future.

Commissioner Doty had some questions regarding the plans and the environmental review process. Director Fonner indicated that the CDPHE requires a review and they are aware of construction around the trees and grass areas. He also indicated that the construction time horizon will be about 1.5 years from initiation of construction.

After some more questions Fonner indicated that the project had undergone value engineering from the very beginning and he wanted the Commission to know that what they call the "3rd train" which is an additional water treatment element had been cut out to save some of costs.

Alternate Westmoreland asked about the cost of the project. Fonner said that the original estimate was in the neighborhood of \$28 million and that the value engineering had help reduce this to \$24 million.

Chair Williams open the public hearing at 6:57 PM. There were no comments from the public. The public hearing was closed us at 6:58 PM.

Commissioner Stepisnik made a motion to approve the Silt Water Treatment Plan Site Plan Review with Staff Conditions. Second by Commissioner Bertaux. The motion passed unanimously, with the below conditions:

1) That all statements made by the applicant, both in the application and in any meetings before the Planning and Zoning Commission, be considered conditions of approval, unless modified in any subsequent conditions.

2) That the applicant notifies the Town Department of Community Development, with any changes that are being proposed, from the final approved plans and/or original submittal.

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

4) *That this approval is not for construction, but rather approval for the use of the land and general Site Plan. Actual licensing and permitting will be a separate process.*

Marioni Annexation

Manager Centeno introduced this project. It is a single lot located between Main Street and Home Avenue at the west end of the Town. This property has been owned by the Marioni's for some time and it has most recently been used for storage of some of their construction materials. There have previously been connections for both water and sewer, but nothing active at this time. Municipal utilities are available. The property is not an enclave.

Staff first became aware of this when there was a building permit application discussion initiated with the County. County staff indicated that the owner should talk to the Town about annexing to the municipality. Now this application is coming forward.

The proposed zone district for this property would be R-2. The applicant wants to develop a single-family house. That aligns with zoning. This property is also in close proximity to the Main Street Plaza PUD which will probably be developing in the near future. The comprehensive plan indicates this property as having a Service and Commercial Support designation. Given the surrounding land uses, this designation does not make total sense. However, it would align with existing zoning in the area and those uses and staff generally supports the application.

Manager Centeno wanted the Commission to be aware that there are no water rights which come specifically with the property. The application would appear to meet the requirements of annexation and zoning into the R – 2 zone District. Also, the Town does not necessarily want to deal with uses that would be allowed in the County for such a small property that already functions as an existing part of the Town neighborhood. Staff recommends that the Planning Commission recommend to the Board of Trustees that the property be considered eligible for annexation and that a resolution of Substantial Compliance be prepared for a Board consideration in anticipation of annexation.

Steve Wiseley asked to be recognized. He indicated that he has helped the Marioni's in the past with development matters. Jorge and Israel Marioni were also present. Steve said that the property has historically been a small storage yard and permanent construction on the site as opposed to a storage area would be a good idea.

Chair Williams opened the public hearing at 7:06 PM. No one from the public was present to speak regarding the application. The public hearing was closed at 7:07 PM.

After discussion, Vice Chair Bertaux recommended that the property be annexed and zoned with the conditions and findings outlined in the staff report. Second by Commissioner Aragon; the motion passed unanimously, with the following conditions:

1. That all statements made by the applicant both in the application and in any meetings before the Planning and Zoning Commission be considered conditions of approval,

unless modified in any subsequent conditions.

2. That the applicant provides any additional requested documents and pay any remaining fees, prior to proceeding to the next step in the process of annexation and/or building.

Rislende Amended Preliminary Plan

Planner Chain introduced this project. Representing the applicants were Doug Pratte, Mitchell Weimer and Dennis Carruth (virtually). Chain went over his staff report and the changes that had been proposed by the applicant. He said the changes are relatively minor. They were to expand the area for Tract 1, eliminate a small portion of the loop road so that only 2 access points came out onto the frontage Road, the depth of the loop road north to south would be slightly reduced and Tract 8 – the Island – would be split into two tracks. One would be for use associated with the Event Center and the other would be under control of the future HOA.

One of the main reasons for the amendment was to enlarge the area for the multifamily housing complex as originally proposed by Mr. Carruth. This change would be for approximately 72 units to 100 units. However, the total number of residential for the entire project would not be modified. Finally, Chain noted that the number of units per acre for the lodging/residential/mixed use tracts would have to be modified through a zoning modification later on that as these lots were now slightly larger so the number of units per acre would have to be slightly modified to maintain total overall dwelling units indicated for those tracts.

Chain said that no basic engineering was being modified and in fact that these changes would probably be beneficial to the frontage road area. He also noted that the traffic study had been updated and that each entry point on the frontage road would require a right-hand deceleration Lane but no left-hand deceleration Lane for entering into those particular access points.

He recommended approval with conditions. He also noted that a public hearing would need to be held in front of the Board of Trustees in order to complete the process.

Doug Pratte gave a brief presentation. He said that the applicants are already working on the final plat documents. He noted that the density requirements as mentioned by Chain would be met further on down the approval line.

Alternate Wood asked about the price point of the project. Dennis Carruth noted that 40% of the units would be one-bedroom units with sizes of 700- 800 ft.² and 60% would be two-bedroom units at a size of 1000 - 1200 ft.². He said that they do not have final architectural drawings yet. He said that the market rate would be suitable for the Silt area. On further discussion, Carruth noted that is not sure he will even be the developer at the end of the day. In the past he and the Town have assisted potential applicants in trying to get state funding and tax credits to help reduce project costs. He emphasized he wanted to do a quality project in keeping with the property and the comprehensive plan. He was hoping a number of units would be below market value and in the past he did have a conversation with Habitat for Humanity.

Vice chair Bertaux asked if the units were all rentals. Chair Williams asked Dennis Carruth to walk the Commission through the reason for the request to modify the multifamily portion of the project from 72 units to 100 units. Dennis indicated they were looking at the infrastructure, livability of the units and the market demand and the cost of amenities. He also indicated that they had been working at one time with a major employer. Mitchell Weimer said that he had thought that Dennis had done an excellent job with the project. He said that there always been

100 units in this portion of the Rislende the property. He also said that the Rislende ownership group did not want more multifamily units than were originally approved. You want to make clear that only the potential property ownership lines were being moved around.

Vice chair Bertaux said he was a bit surprised at the mix and why it was rental units only. Dennis Carruth spoke more about the project background. Commissioner Doty asked if this original mix is changed does the time schedule itself get affected. Mitchell indicated that it should not affect the phasing. He said he hopes to be in front of the Commission perhaps in April or May for a site plan review on the Beacon part of the project which will be located in Tract 3 near the frontage Road. And he was hoping that the event center would come in for a review of probably 6 to 12 months after that. There was then some more discussion on the project.

Commissioner Williams opened up the public hearing at 6:48 PM. Derek Hanrahan asked to speak. He said he was the Mayor pro-tem of the Board of Trustees and said he was generally in favor the project especially for the mixed-use area near the highway. He did have some concerns that it may be an entirely rental community. He thought that could lead the area to be more transient in nature. He said he liked the event Center but that he was concerned with the affordability issue. He was hoping that conversation with Habitat for Humanity could go well.

Vice chair Bertaux predicted that they may come back for more discussion. He thinks the community would be better if there was some ownership potential in the multifamily area. He thinks that good "communities" are partly made by those who have equity at stake.

Vice chair Williams closed the hearing at 7:42 PM. She also said she wanted to make a statement about the development in the future. She thought that some of the affordability comments were tough given the fact that the Town code does not presently require affordable housing as part of the as development requirements. There was then some more discussion. Doug Pratte said he was hoping that the Rislende the group and get a good management company help with the operation of the area.

After more discussion, Vice chair Bertaux made a motion to approve the amended Rislende they Preliminary Plan with the following conditions as noted by staff. Second by Commissioner Aragon; the motion passed unanimously.

Note: conditions of approval from the staff report are below:

- 1. All representations made in the application, in writing and during the public hearing process are to be considered conditions of approval.*
 - 2. That the Town Attorney prepare a new resolution which includes the previous conditions of approval (the previous resolution is in the application).*
 - 3. That as part of the Final Plat application the ARADA and the PUD Zoning Guide be adjusted after a public hearing process to make sure all total residential unit counts and density requirements are in conformance with the original plan.*
-

Planner Update

Planner Chain said he wanted to make a statement or two about affordable housing before going on to the regular planner update issues. He indicated that for the past number of years especially in the Roaring Fork Valley and including the Colorado River Valley and other parts of the state that many of multifamily projects are rental oriented in nature as opposed to being a mix of rental and individual ownership. He said part of this was because of the builder liability statute that was past number of years ago. He said it is happening statewide and, in some cases, even nationwide for other reasons.

After some more discussion, Chain went back to the formal planner update.

1421 Frontage Road. Chain said that this property is 15 acres to the west of the Holiday Inn. The person with the contract on the property has been in touch with the Town before and now indicated that they have been talking to Valley View Hospital about providing 100 or more multifamily units on the site and they would be making a schematic presentation of the Board in the near future.

River Run Storage. Chain indicated that he had had conversations with Ray Nielsen about an updated plan and it is going in a better direction, especially related to the landscaping design. But he did say that there was more engineering to work through on the project.

Rislende. Chain indicated that he and some staff members have already met with Mitchell and the Rislende the Design Team related to the Final Plan Application.

Heron's Nest. Chain indicated that an application for PUD Rezoning and annexation and Subdivision Sketch Plan was in the works and application should be submitted within the next month or shortly thereafter.

Manager Centeno talked briefly about the tree lighting event.

Code Enforcement. Centeno noted that the Town is training a code enforcement officer and he is a new hire. She explained if there are some complaints related the zoning issues to please contact Community Development.

Camario. Infrastructure installation continues to proceed on Camario. The sewer mains have previously been installed.

Family Dollar. There have been some administrative problems with finishing up the project. These includes punch list items to correct plus more serious issues such as some unlicensed contractors were used and some construction items were covered up before proper inspections were made.

River Trace. 2 of the buildings are now finished and the next two are undergoing building permit review.

Water Treatment Plant. There been a long meeting on engineering standards, grading etc.

River Run. Centeno noted that there were some issues identified previously and that Trey and she had met with some property owners in the single-family homes related to concerns that are being addressed.

The Bank. As plans have not been updated, the owner will probably have to re-notice and start over the Site Plan Review process.

Food Trucks. There will be another food truck site plan review in the next month or two.

Commissioner Comment

Vice Chair Bertaux indicated that "Habitat" is constructing some units in Silt. Bertaux said that he had been there to help out and they are building 12 units in Town.

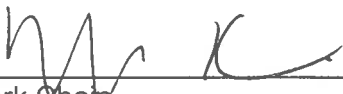
Commissioner Doty noted that while the Herons Nest Project could be helpful to many involved there will still be a lot of items to update and deficiencies to correct.

Alternate Wood wanted to thank Manager Centeno for her work on River Run. Chair Williams thanked the Town for the Christmas Party and for inviting the Planning Commission.

Adjournment

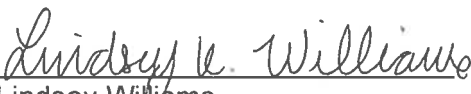
Vice Chair Bertaux made a motion to adjourn. Second by Stepisnik. Meeting adjourned at 8:27 PM.

Respectfully submitted,



Mark Chain
Planner

Approved by the Planning Commission



Lindsey Williams
Chair

Having trouble viewing this? [View it as a webpage](#)



January 27, 2024

News You Can Use

Easter Egg Hunt Approaches; March 30

Save the Date!

With Easter seemingly coming early this year, now is the time to get Silt's Easter Egg hunt on the calendar! Join the Town of Silt in celebrating the season and spring's arrival with this treasured event: Saturday, March 30, 2024, starting at 9 AM at Silt's Roy Moore Field at 9th and Orchard! Questions? Call 970-876-5323.



Se acerca la búsqueda de huevos de Pascua; 30 de marzo

¡Reserva la fecha!

Con la Pascua aparentemente llegando temprano este año, ¡ahora es el momento de poner la búsqueda de huevos de Pascua de Silt en el calendario! ¡Únase a la ciudad de Silt para celebrar la temporada y la llegada de la primavera con este preciado evento: el sábado 30 de marzo de 2024, a partir de las 9 a. m. en Roy Moore Field de Silt en 9th y Orchard! ¿Preguntas? Llame al 970-876-5323.

Silt Water Treatment Plant Groundbreaking to be Held March 6



Silt's long-anticipated and planned for new water treatment plant will begin construction on March 6 with a public ground-breaking ceremony to be held at 3 PM at the site, 500 River Frontage Road. The public is invited. Hear Silt public servants describe the process for funding the project, the benefits to the people of Silt and the expected timeline for completion. The event is likely to last around 45 minutes and will include refreshments.

La inauguración de la planta de tratamiento de agua sedimentaria se llevará a cabo el 6 de marzo

La tan esperada y planificada nueva planta de tratamiento de agua de Silt comenzará a construirse el 6 de marzo con una ceremonia pública de inauguración que se llevará a cabo a las 3 p.m. en el sitio, 500 River Frontage Road. El público está invitado. Escuche a los funcionarios públicos de Silt describir el proceso de financiación del proyecto, los beneficios para la gente de Silt y el cronograma esperado para su finalización. Es probable que el evento dure alrededor de 45 minutos e incluirá refrigerios.

Communicate with the Town of Silt!



The Town of Silt has many ways to communicate with residents. Silt communication options include: our website, the 9th Street sign, Channel 10, Facebook, Town Hall & the new Veteran's Park kiosk (see photo below), suggestion box, newsletters & TextMyGov.

You can sign up for TextMyGov and the newsletters on our website:
www.townofsilt.org.

You can also check out our website & submit questions or comments in the contact us section at www.townofsilt.org.

¡Comunícate con la ciudad de Silt!

La ciudad de Silt tiene muchas los residentes. Las opciones de incluyen: nuestro sitio web, el 10, Facebook, el ayuntamiento y de los Veteranos, el buzón de informativos y TextMyGov.



formas de comunicarse con comunicación de Silt letrero de la calle 9, el canal el nuevo quiosco del Parque sugerencias, los boletines

Puede suscribirse a TextMyGov y a los boletines informativos en nuestro sitio web: www.townofsilt.org.

También puede visitar nuestro sitio web y enviar preguntas o comentarios en la sección de contacto en www.townofsilt.org.

Silt Shorts!

*** A BILLING INCREASE on your January water statements going out February 1 2024 in now in effect! The new Water Treatment Plant Construction begins on March 6 at 3 PM. See related story above.* Base rate for water services is now \$92.15. Visit www.townofsilt.org for more info. (The Utility Billing tab has the rates & the Water Treatment Plant Planning Documents and Information tab has all the information as to why!)*ATTENTION: please note that the standby rate for snowbirds is no longer in effect as of January 1, 2024.* Town Hall will be closed February 19th 2024 for Presidents day. Don't forget to look at our Discover Silt website also at www.discoversiltcolorado.com**

*** ¡UN AUMENTO DE FACTURACIÓN en sus estados de cuenta de agua de enero que se emitirán el 1 de febrero de 2024 ahora en vigencia! La construcción de la nueva Planta de Tratamiento de Agua comienza el 6 de marzo a las 3 PM. Vea la historia relacionada arriba.**

*** La tarifa base para los servicios de agua es ahora de \$92.15. Visite www.townofsilt.org para obtener más información. (La pestaña Facturación de Servicios Públicos tiene las tarifas y la pestaña Documentos e Información de Planificación de la Planta de Tratamiento de Agua tiene toda la información de por qué).**

***ATENCIÓN: tenga en cuenta que la tarifa de espera para los pájaros de la nieve ya no está vigente a partir del 1 de enero de 2024.**

*** El Ayuntamiento estará cerrado el 19 de febrero de 2024 por el Día de los Presidentes. No olvide consultar nuestro sitio web Discover Silt también en www.discoversiltcolorado.com**

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR SESSION
February 12, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Interview for Interim Town Administrator-James A. Mann

PROCEDURE: Board Interview for the position of Interim Town
Administrator

SUMMARY AND BACKGROUND OF SUBJECT MATTER: With the retirement of Town Administrator Jeff Layman and the expected three-to-six-month timeframe that will be necessary to recruit and select a new permanent administrator, the Board has chosen to consider contracting with an individual to act as Interim Administrator.

The Board subcommittee of Mayor Richel, Trustee Flores and Administrator Layman has suggested that Jim Mann is interested and well-qualified to take that role for a short period of time until a permanent administrator can be hired. The Board will conduct a public interview of Mr. Mann and then go into executive session to discuss whether they wish to direct the subcommittee and the Town Attorney to enter negotiations with Mr. Mann on a contract for the work.

A list of suggested interview questions is attached.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Mayor Keith Richel and members of the Board of Trustees

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

SUBMITTED BY:

REVIEWED BY:

____**Jeff Layman**____
Jeff Layman, Town Administrator

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

Town of Silt Interim Town Administrator Interview

Name of Applicant _____ Date _____

Name of Reviewer _____

Pre-Interview:

The Mayor acts as spokesperson to handle introductions, set the stage for interview, and keep the interview moving.

- Welcome the individual and thank them for their interest.
- Introduce the interview panel to the person and get everyone seated.
- Outline the procedure that will be followed in the interview:
 - Public and Formal interview - about 30 minutes in length
 - Question & Answer format
 - Panel will ask specific questions that relate to the Town's priorities for an Interim Town Administrator
 - Applicants will be rated on a common scale
 - The Board of Trustees will consider your application, interview, whether to tender an offer and terms of that offer in executive session tonight. We will come out of executive session to make a public decision that could be "no decision", directing the Board of Trustees Subcommittee to work with the Town Attorney to prepare an offer of employment and to negotiate an offer or to decline to prepare an offer.

Interview Questions:

1. **"Icebreaker" Question:** Take about three minutes and tell us about yourself: Where you've been, where you are and where you're going?
2. Tell us about your experience in local government.
3. How did you come to be involved in local government?
4. In your experience, what are the keys to developing a good team?
5. This is an interim position. What do you believe your role to be in this position?
6. What would you consider are the three most important requirements of this job?
7. Discuss your experience working with local and regional groups or associations (i.e. housing authorities, Councils of Government, schools, Economic Development groups, Chambers of Commerce, etc.)

8. Do you expect, as an Interim Town Administrator, to interact with these groups and associations?
9. How will you guide this Board and help accomplish the goals and priorities that have been set?
10. Suppose you discover what you consider to be an area of the Town's management that you believe could be improved substantially. As an Interim Town Administrator, would you seek to make improvements? If so, how would you go about making those improvements? If not, why not?
11. Please describe the size and scope of your budget and financial management experience including:
 - a. budget preparation and control
 - b. revenue projections and enhancements
 - c. long term financial planning
 - d. capital project planning

Please describe the appropriate level of involvement in these financial matters for an Interim Town Administrator.

12. Do you have experience in grant writing and grant administration? If so, please give examples.
13. How do you handle multiple priorities?
14. Do you have responsibilities outside of the Town of Silt and how will you manage these along with the Town's interests?
15. Do you have future commitments that limit the length of time that you can serve the Town of Silt in this interim position?
16. As an Interim, how tuned in to the Town's Strategic Plan will you need to be?
17. Please describe your leadership style.
18. As an Interim, how important will it be for you meet each of our 30 employees and understand how each contributes to the success of this organization?
19. As an Interim, do you feel that you'll play a role in the retention of town staff?
20. Any follow-up questions?



*James A. Mann
3102 Cool Meadow Place
Castle Rock, CO 80104*

February 1, 2024

Keith Richel, Mayor
Town of Silt, CO
c/o Jeff Layman, Administrator

RE: Interim Town Administrator Position

Dear Mayor Richel:

It is with great interest that I submit my application for the Interim Town Administrator position.

As you review my 30-plus years of public service and public finance service, you will see that I will bring a broad knowledge base to Silt. My skill set will be complimentary to almost every aspect of the services that the Town will provide.

During my second city management position, working for the Village of Slinger, WI (population 2,892 at the time of my start) I developed a team that accomplished the modernization of an ex-urb community, paving its way to prosperity. During my seven year tenure as the first administrator, I oversaw the conversion of a part-time police force to full-time, with one of the officers hired serving as police chief today; the development of a park and recreation department, with the director hired still holding his position today; modernization of the Village's publicly owned electric utility, vastly improving service reliability while maintaining competitive rates; reconstruction of two state highways that ran through the center of town; numerous economic development initiatives that have resulted in more than doubling the population (6,287); and introduced comprehensive long range planning, financial and master, to the organization.

Following my tenure in the Village of Slinger, I moved into the role of a municipal advisor, where I served cities, towns, villages, counties, special taxing jurisdictions and utilities with a hands-on approach ensuring that the financial decisions my clients made were done so outside of a vacuum.

Silt will enjoy a seasoned leader that has the following experience:

- Organizational development
- Community engagement and facilitation
- Long-Range Financial planning
- Community master planning
- Debt planning and issuance
- Municipal service delivery
- Economic development planning and implementation
- Public Speaking

Keith Richel, Mayor
Town of Silt
Interim Town Administrator Position
February 1, 2024
Page 2 of 2

In both of my careers, the key to my success was thoughtful partnership with my staff and clients. As a town administrator, it is important to be an ardent advocate for the various departments of the town to ensure that the departments have the tools and resources to carry out the policy direction of the Town Board.

Throughout my career I have been heavily involved in community communications and engagement and cannot emphasize enough that my experiences have been heavily centered around effective messaging. Whether discussing an economic development project, a new or refurbished public facility, salaries of public employees, utility rate increases, or general financial planning, proper messaging and community engagement are key components to success.

Whether as a young municipal manager managing the impacts of the reconstruction of two state highways through the middle of Slinger's downtown, the modernization of the Village's electric utility grid, the development of an outdoor aquatic facility, the construction of a new municipal complex; or as a municipal finance professional with extensive capital and financial planning, utility rate modeling, project impact analysis, and economic development experience, you will find that my skillset will bring a benefit to Silt that is diverse in nature.

Finally, as this position has a public facing role, it is important to note that I have been involved in public speaking my entire career. Whether it be public speaking in front of boards, counsels or commissions, or presenting at an industry conference, my experience is extensive. Throughout my career, I have presented at state, national and international association events.

Having been moved here six years ago, Colorado has always been one of my key destinations to recreate over the years. While my tenure has been short, my knowledge of Colorado is not insignificant due to my immersion in public finance serving communities across the state.

As a current resident of Douglas County, I look forward to the opportunity to discuss how my experiences and qualifications would benefit Silt.

Sincerely,


James A. Mann
Municipal Manager/Public Finance Professional
Ph. 414.507.6981
Email farkleson@gmail.com

James A. Mann

Public Administrator/Municipal Advisor

Contact

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Education

University Wisconsin - Milwaukee
Milwaukee, Wisconsin
Master of Public Administration

University Wisconsin – La Crosse
La Crosse, Wisconsin
Bachelor of Science – Public
Administration & Political Science

Key Skills

New Market Expansion
Client Acquisition & Retention
Debt Issuance & Management
Economic Development
Financial Planning & Modeling
Process Facilitation
Presentation Skills
Problem Solving

SEC Licenses/Exams

SIE
Series 50
Series 52
Series 54

Profile

Accomplished municipal advisor with twenty plus years' public finance experience and ten plus years' city management experience. Managed debt issuance sizes from a few hundred thousand to more than \$100 MM. Excellent relationship management skills and creative financial solutions repeatedly demonstrated through client acquisition, servicing, and retention. Client facing leader specializing in new market expansion, client management and retention, with honed skills related to strategic financial planning, debt issuance and economic development issues for municipalities, school districts, utilities, counties, and special districts.

Experience

August 2021 to June 2023

Senior Vice President/Public Finance • UMB

Joining UMB in August 2021, was charged with building out the municipal advisory practice for UMB Financial Services, Inc., a wholly owned subsidiary of UMB Financial Corporation. The municipal advisory practice was in its infancy stages and needed systems, procedures, and processes under the regulated environment of MSRB rules. Successfully marketed and collaborated with clients in Arizona, Colorado, Kansas, and Wisconsin. Solved community, school, county, and special district financial issues with local sizes ranging from a thousand residents to the state resident level.

July 2000 to August 2021

Senior Municipal Advisor • Ehlers

Lengthy 21-year municipal advisory career in both Wisconsin and Colorado. In 2018, at the request of Ehlers, assumed the management of the Colorado office operation with the primary goal of expanding the market share in the west, as well as integrating the offices business operations with the company. During the three-year tenure in Colorado, oversaw the doubling and diversification of the office's book of business.

1993 to 2000

Village Administrator • Village of Slinger, WI

Serving as the first village administrator in the Village of Slinger, northwest of Milwaukee, oversaw the modernization of the organization, including introduction of budget and capital planning to the community, prioritization of economic development initiatives and management of public works projects.

Outside Activities

Downhill skiing, mountain biking, hiking, fly fishing, & hunting

References

Michelle Metteer, Town of Minturn
Jeff Layman, Town of Silt
Brady Glauthier, Oak Creek Fire Protection District