

BOARD OF TRUSTEES WORK SESSION
February 26, 2024

AGENDA ITEM SUMMARY

SUBJECT: Town Administrator Recruiting Discussion

PROCEDURE:

The purpose of this discussion is to reach consensus on a number of issues related to the recruiting and selection of a new Town Administrator:

- Position Title
- Recruitment details such as schedule, qualifications, compensation package, scope of search, degree of using stakeholders in the process, job description, agreement to commit dates/times to the process

BACKGROUND OF SUBJECT MATTER:

In light of my approaching retirement, the Board has directed me to begin the process of developing a process for attracting, recruiting and selecting a new Town Administrator. The purpose of this agenda item is to present and kick off a discussion on a proposed process.

In that I continue to desire to work on other Town initiatives and duties while managing this process, I suggested to the Board that we hire an outside consultant to help with developing and managing the process. I informed the Board that my choice for this would be former Colorado Town Manager Bill Efting. The Board's consensus was that this was a good idea. Mr. Efting has agreed to help and has signed an hourly contract for \$100 for this work.

Position Title

Before tackling the process of selecting a new chief executive officer, we would suggest changing the common working job title to "Town Manager". While the Town's Charter identifies the position as "Town Administrator", "Town Manager" has more marketing appeal and more towns in Colorado use it than "Town Administrator". Administrator suggests to some that the job has little or no autonomy to act and all decisions are run up through the Board or Mayor. This is simply not the case in Silt.

Changing the Charter could be accomplished at some point in the future, but since it requires a vote, it would not make economic sense to run an election for this lone purpose. When another more prevalent reason to change the Charter comes up, an election will be held and the job title could be presented as a "clean-up provision. The Town Attorney has opined that there are no legal obstacles to using a different job title than the one in the Charter.

SUMMARY:

As we discussed at the January 22 Board meeting, there are several steps in the successful recruitment for this position. Even the most informal of processes will include versions of these actions and neglecting any one of them may have negative impacts on the process, the organization and the services the Town provides for its citizens.

Mr. Efting will attend our meeting on February 26 virtually and discuss next steps. He and I will discuss these issues with the Board and ask for your thoughts. Specifically, we will discuss with the Board those items identified below with an asterisk *.

Recruiting and Selection Process

Pre-Recruitment Phase

- “What are you looking for in a Town Administrator/Manager?” (See Attachment B)
- Develop details:
 - schedule*
 - geographic scope of the search*
 - compensation package*
 - can Trustees devote a full day to interviewing, etc.?
 - identifying local stakeholders (Board of Trustees, P&Z Commissioners, other appointed officials, community members, schools, businesses, employee managers, employees, etc.)
 - To what degree should these stakeholders be involved in the process
 - overall design of the search process
- Develop understanding:
 - preferred candidate qualifications*
 - description organization culture and values**
 - collect data about, and report on, the Town, region, organization**
- Develop position profile:
 - Job Description*
 - What changes are recommended?
 - highlights of the organization, community, region**
 - local initiatives, challenges and opportunities**
- Develop recruiting/advertising strategy:
 - effective strategy to reach candidates best suited for the position and “cast the widest net necessary.”

***See Suggested Actions: Attachment A**

****Under development; to be completed in time for presentation at the March 11 meeting**

Recruitment Phase

- Execute recruiting/advertising strategy

- Candidate screening:
 - preliminary screening of candidates to identify those outstanding candidates best suited for the position.

Selection Process Phase

- Execute selection process:
 - Interface with candidates and Town stakeholders on schedules
 - executing details of the process
 - documenting results
 - debriefing panel participants
 - preparing reports
 - to include background investigations and reference checks.

Evaluation and Final Selection Phase

- Evaluation process:
 - Facilitate discussion with decision-makers to develop consensus
 - identify additional work to be done, including additional references, interviews or research, if necessary.
- Selection and on-boarding:
 - Work with human resources and attorneys to develop offer letter and negotiating terms of an employment agreement.
 - Assist with orientation of newly hired manager.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman/Bill Efting

TOWN ATTORNEY REVIEW: / X / Yes / / No mjs

ATTACHMENTS:

- Attachment A: Suggested Actions
- Attachment B: “What are you looking for...?”
- Job Description
- Excerpt from Silt Muni Code 2.04.070
- Sample Position Announcement

SUBMITTED BY:

Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY:

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

Attachment A

Suggested Actions:

- Schedule*
 - March 11 BoT mtg: Board approves process
 - March 12: Advertise opening; begin formal recruiting
 - April 8: Applications Closed
 - April 9: Distribute candidate packet for BoT review
 - April 15: Executive Session: Selection of Finalists
 - Early May: Interviews; Getting to know Finalists
 - Mid-May: Due Diligence on top Finalists
 - Late May: Extend job offer
 - June 29: First day of work
- Geographic scope of the search*
 - All of Colorado, Southern Wyoming, Northern NM and Eastern Utah
 - Market the position in CML, CCCMA, CAST, CWLG, COVLG, CCCMAEM, Glenwood Post, GJ Sentinel, DOLA contacts, Town and regional newsletters, personal contacts, etc. ***
- Compensation package*
 - Currently set at \$95,000-\$150,000 + town benefits, use of Town-owned condo
- Identifying local stakeholders*
 - Some selection processes have separate or integrated interview panels involving P&Z Commissioners, other appointed officials, community members, schools, businesses, employee managers, employees, etc., or public receptions for finalists to address questions submitted by those attending (although not directly).
- Develop understanding:
 - Some common candidate for Town Administrator **qualifications***
 - A four-year degree in a relevant field of study, preferably in public administration, business administration, finance, human resources, or a related field;
 - AND a minimum of five years of increasingly responsible experience in a local public agency in an administrative and managerial capacity involving the responsibility for the planning, organization, implementation and supervision of varied work programs. Examples of this experience might be as a city/town manager or assistant manager; municipal management experience in finance, government law, personnel administration, collective bargaining and/or organizational development; or any equivalent combination of education and experience.

- Ability to perform a number of essential duties satisfactorily, i.e.
 - Read, analyze and interpret data from a variety of sources including scientific, management, technical, financial, legal and other documents.
 - Write proficiently for the Board, public information offerings, speeches, etc.
 - Deliver, via public speaking, information to the Board and the community.
 - Use math skills including basic functions, including working with fractions, decimals, rate, ratio, percent and basic statistics.
 - Solve practical problems; interpret and deliver a variety of complex instructions furnished orally, in-writing, by diagram or schedule form, etc.
 - And many others.
- Develop position profile:
 - Job Description* (attached)

- CML -Colorado Municipal League
- CCCMA -Colorado County and City Manager's Association
- CAST -Colorado Association of Ski Towns
- CWLG -Colorado Women Leading Government
- COVLG -Colorado Veterans Leading Government
- CCCMAEM -Colorado County and City Managers Association-Emerging Managers
- DOLA -Colorado Department of Local Affairs

ATTACHMENT B

Town Administrator/Manager Process Profile

“What are you looking for in an Administrator/Manager?”

In developing the preferred candidate profile for Silt’s next Town Administrator/Manager, please consider the following questions. Please note that they are open-ended. There is also some space left for you to write in concepts, thoughts or ideas that may have occurred to you.

Please note: We will discuss this exercise during our time in the work session on 2/26/24.

1. Small town experience in a management position?
2. Are you looking for facilitation skills to lead Board retreats, work sessions, and meetings?
3. Are you looking for the Town Administrator/Manager to be involved in community events?
4. Is the Board looking for Town Administrator/Manager to basically run the town on a day to day basis, or someone who is visionary?
5. Strong communication skills with the Board? Monthly coffee or lunch with individual Board members?
6. Are you looking for a strong background in affordable housing? Any other particular strengths you’re looking for?
7. Would the board support a “change agent” type of Town Administrator/Manager?
8. Would the selection of a less experienced “up and comer” manager be acceptable, or are you more interested in a candidate with many years of experience? Or does it matter?
9. What are the qualities that you aren’t looking for?
10. Are you looking for someone that follows a strict “Chain of Command” with the Board and the staff?
11. Is someone with a sense of humor important?
12. Are you looking for a Team Builder with the Town Staff as well as the Board and other neighboring towns and organizations.
13. Are you looking for the Town Administrator/Manager to build relationships with the business community?

These questions are but a starting point in this discussion. Please add any other thoughts that you have on the topic.

**TOWN OF SILT
JOB DESCRIPTION**

Job Title: Town Administrator
Department: Town Administration
Reports to: Board of Trustees
FLSA Status: Exempt
Salary Range: \$95,000 - \$150,000
Approved By: Board of Trustees
Approved Date: January 2024

SUMMARY

This is a professional administration position responsible for the overall operation of the Town. The administrator is responsible for implementation of policies established by the Board of Trustees. Also develops and implements policies and procedures with the Board of Trustees and Department Heads. Works with the public on a daily basis, and strives to maximize public satisfaction with municipal services. Directly supervises all Town Department Heads. The Town Administrator serves as liaison between the Board of Trustees the public, the Town and other public and private entities. Performs analytical policy research and is responsible for the coordination of legal matters with the municipal attorney.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, and other duties assigned.

- 1) Responsible for the overall coordination of all Town Departments and administration through each department head, and maintains that the administration of all Town departments is in accordance with established policies.
- 2) Attends meetings: of the Board of Trustees, various Town committees, the general public and meetings necessary for efficient and progressive municipal government.
- 3) Ensures proper administration and enforcement of municipal codes, contracts, ordinances, resolutions, and policies established by the Town.
- 4) Is responsible, in cooperation with the Town Treasurer, for the preparation and administration of the annual budget.
- 5) Works with the Board of Trustees, community, and Department Heads to establish and implement goals and objectives important to general municipal operations.
- 6) Responsible for tasks and duties assigned by the Board of Trustees.
- 7) Enforcement of all terms and conditions imposed in favor of the town in any contract or agreement.
- 8) Performs duties described by law, including contract negotiations, bond issue negotiations, franchise negotiations, etc.
- 9) Appoints, hires and terminates all Department Heads except as otherwise provided by law or ordinances. Assists Department Heads on termination of other municipal employees.
- 10) In conjunction with the Town Clerk, prepares Board of Trustee and other agendas.

- 11) Advises Board of Trustees on matters coming before them, and has the right to participate in the discussion of matters before the Board.
- 12) Makes policy recommendations to the Board of Trustees and often works with the department heads to do so.
- 13) Serve as principal inter-government affairs officer of the Town.
- 14) Serve as the principal public relations and public information officer of the Town.
- 15) Available to the public to respond to, and refer, complaints, comments and general public concerns.
- 16) Oversee professional and consulting agreements entered into the Town, including engineering, financial, and legal agreements.
- 17) Management of employment litigation pending against the Town, including hiring outside attorneys, evaluating claims and negotiating settlements. Conducts internal investigations and resolves disputes. Advise Board of Trustees in handling of claims. Attends or provides for representation of organization at personnel related hearings and investigations.
- 18) All other duties as outlined in SMC 2.04.070
- 19) Adhere to all Town of Silt safety and loss/control guidelines.
- 20) The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS

Bachelors degree in public administration, business management, or related field; concentration in local government preferred; more than five (5) years experience as a municipal city/town manager or assistant manager; municipal management experience in finance, government law, personnel administration, collective bargaining and/or organizational development; or any equivalent combination of education and experience.

Understanding of municipal government and financial operations, demonstrated in written and oral communication skills. Ability to work with the public and various community groups.

An ability to deal with personnel matters effectively and efficiently.

Desire to work beyond the standard 40-hour workweek.

OTHER SKILLS, CERTIFICATION, AND KNOWLEDGE REQUIRED

Knowledge of municipal budgeting analysis, and implementation.

General knowledge of municipal law.

Understanding of public sector management techniques and practices.

Possession of excellent written and verbal communication skills.

Knowledge of computer systems and ability to use them for analytical other purposes.

DESCRIPTION OF WORK SCHEDULE, HOURS, OVERTIME REQUIREMENTS

Work hours typically begin at 8:00 a.m. and often extend beyond 5:00 p.m. because of meetings, workload, or other unanticipated obligations. Regular and specially scheduled night meetings are to be expected.

SUPERVISION RECEIVED

Works with the direct supervision, but under general policy direction, established by the Board of Trustees.

COMPLEXITY/RESPONSIBILITY

Responsibility often requires an ability to deal with complex and delicate situations that may involve the public, staff, the Board, or other government entities. This work environment requires a high level of credibility, leadership, analysis, and ethics. Strategic political thinking is often associated with the position.

SCOPE OF INTERPERSONAL CONTACT

This position requires excellent interpersonal skills. Contacts are generally the broadest of any employee of the Town and include the Board of Trustees, public, staff, consultants, other governments, and other elected officials. Information provided often can have important consequences for the Town.

WORK ENVIRONMENT/PHYSICAL REQUIREMENTS

Work is usually performed in a standard office environment. There are circumstances in which fieldwork is necessary, which may include travel in and out of state. Fieldwork and visits to various municipal facilities may require an ability to maneuver in construction sites, climb stairs or ladders, and ride in heavy equipment. An ability to communicate over the phone is a necessity.

COMMENTS

The Town of Silt is an Equal Opportunity Employer. Pursuant to the Immigrations Reform and Control Act, it is the Town's intention to hire only individuals who are United States citizens or aliens authorized to work and live in the United States.

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand the scope and intent of the job description for this position.

I hereby acknowledge receipt of this job description
(as well as SMC 2.04.070)

Date

Town of Silt representative

2.04.070 - Town administrator—Powers and duties.

The town administrator shall be responsible to the board for the efficient administration of all affairs of the town placed in his or her charge, and to that end he or she shall have the power and duty to:

- A. Enforce the laws and ordinances of the town;
- B. Appoint, suspend, transfer and remove all employees of the town except for the town attorney and municipal judge, subject to any personnel regulations of the town;
- C. Make appointments on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform;
- D. In cooperation with the town treasurer and board, be responsible for the preparation and administration of the annual budget;
- E. Prepare and submit to the board at all regular board meetings a complete report on administrative activities of the town, and upon request of the board make written reports concerning the affairs of the town under his or her supervision;
- F. Keep the board advised of the needs of the town, and make such recommendations to the board as he may deem necessary or expedient to serve the best interests of the town;
- G. Exercise supervision and control over all executive and administrative departments, and recommend to the board any proposal he or she thinks advisable to establish, consolidate or abolish administrative departments;
- H. Enforce all terms and conditions imposed in favor of the town or its inhabitants in any contract or public utility franchise, and upon knowledge of any violation thereof, report same to the board for such action and proceedings as may be necessary to enforce the same;
- I. Attend board and planning commission meetings and participate in discussions in an advisory capacity;
- J. Be responsible for engineering, architectural, maintenance, construction and work equipment services required by the town;
- K. Perform such other duties as may be prescribed by ordinance or by the board.



SAMPLE POSITION ANNOUNCEMENT



CITY MANAGER

\$165,000 - \$179,000

Plus Excellent Benefits

First Review:

February 25, 2024

(Open Until Filled)

Apply at www.prothman.com

Dear Colleague,

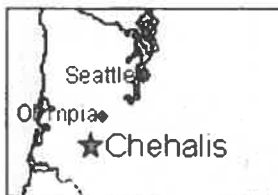
Prothman is currently recruiting for the **City Manager** position for the **City of Chehalis, Washington**. We invite you to review the position details on the back page, and if you find that this position is not right for you, we kindly ask you please pass this on to other professionals you know who may be ready for this next step in their career.

Thank you for your consideration and help!

PROTHMAN



THE REGION



Located along Western Washington's I-5 corridor midway between Seattle and Portland, Chehalis is a close-knit community where historic charm, character, and a rich heritage are preserved and cherished.

The region is brimming with interesting and unique businesses and attractions and boasts three districts on the National Register of Historic Places. Residents have quick and easy access to many cultural activities, fairs, concerts, and a wide assortment of annual events. From its start as a pioneer logging, milling and agricultural community to today's mix of residential, retail, light industrial and manufacturing, Chehalis is a community where neighbors know they can rely on one another for help and support.

The area offers unparalleled scenic locations and outdoor opportunities, including nearby Mt. St. Helens, Mt. Rainier, and the beautiful Pacific Ocean. Just a short drive away, residents and visitors can ski and snowmobile at White Pass, water ski on 23-mile long Riffe Lake, fish for record-size salmon and steelhead on the Cowlitz River or play a round of golf on one of several area courses.

Chehalis has over 300 acres of parks with exceptionally popular recreation programs. Over the last ten years the City has renovated the major components of Recreation Park, its most active facility. In 2014 the renovated Gail and Carolyn Shaw Aquatics Center opened to thousands of eager attendees thanks to the incredible financial support and dedication of area civic groups, individuals, and businesses. This effort led to the City's renovation of the rest of the Park, which included major improvements to the City's Sports Complex and Penny Playground which were completed in 2021.



Now, the Park attracts hundreds of residents and visitors daily to enjoy athletic competitions, walks, musical performances, and the incredibly popular all-new Penny Playground, which offers inclusive play equipment for kids of all abilities. The \$4M dollar project was made possible because of the City's unique partnership with the non-profit Chehalis Foundation, which raised more than \$1M. Those donations helped the City secure the state and federal grants needed to fill the remaining funding gaps. Recreation Park stands as testament to the continuing support and generosity of the Chehalis community.

THE CITY

The City of Chehalis operates under a Council-Manager form of government with seven councilors. Four of the Councilors are elected by district and three are elected at-large. The Councilors serve staggered 4-year terms, and the Mayor is chosen biennially by the Council. Chehalis is a full-service city with 11 departments, including Airport, Building and Planning, City Clerk, City Manager, Finance, Fire, Human Resources, Municipal Court, Parks and Recreation, Police, and Public Works, along with a contracted City Attorney. There are four bargaining groups, including the Chehalis Police Officer's Guild, IAFF 2510 for Firefighters, and two Teamsters 252 Unions for non-uniformed and non-commissioned staff. The current collective bargaining agreements expire on December 31, 2025. The City had a 2023 budget of \$36,255,773, with 111 FTEs. During the summer months, around 30 part-time seasonal workers support Public Works, Parks and Recreation, and the aquatics center.

THE POSITION

Working under the policy guidance and direction of the City Council, the City Manager is the Chief Administrative Officer for the city, providing executive leadership and representation on all matters concerning city government. This position is responsible for planning, directing, managing, and reviewing all activities and operations of the city. This includes coordinates programs, services, and activities among city departments and outside agencies, ensuring the financial integrity of the organization, representing the city's interests, and providing highly responsible and complex policy advice and administrative support to the Mayor and City Council.

Please visit www.prothman.com to review the full position profile and compensation package, and to learn more about Prothman.

**TOWN OF SILT
BOARD OF TRUSTEES WORK SESSION AGENDA
MONDAY, FEBRUARY 26, 2024 – 6:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

EST. TIME	DISCUSSION TOPIC	PRESENTER
6:00 50 min	Process for recruiting and selection of Town Administrator – Bill Efting	Administrator Layman

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

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTER
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	Public Comments - Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
7:20 5 min	Consent agenda – 1. Minutes of the February 12, 2024 Board of Trustees meeting	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:25	Agenda Changes		
7:25 15 min	Resolution No. 11, Series 2024 , A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING JAMES MANN AS THE INTERIM TOWN ADMINISTRATOR OF THE TOWN OF SILT, COLORADO and approval of Contract Agreement	Action Item	Tab C Attorney Bond
7:40 30 min	Align Multimedia Review and Proposal for 2024 – Katie Mackley	Info Item	Tab D Administrator Layman
8:10 30 min	Astera Project Update – Jennifer Stapp	Info Item	Tab E Attorney Bond
8:40 10 min	Approval of Master Services Agreement between the Town of Silt and Flock Group, Inc.	Action Item	Tab F Chief Kite and Lt. Gronbeck
8:50 5 min	Second 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	Public Hearing	Tab G Com Dev Mgr Centeno

	AS THE MARIONI ANNEXATION		
8:55 5 min	Second reading of Ordinance No. 2, Series 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	Public Hearing	Tab H Com Dev Mgr Centeno
9:00 5 min	January 2024 Financial Report	Info Item	Tab I Treasurer Tucker
9:05 5 min	Administrator and Staff Comments	Info Item	Tab J Administrator Layman
9:10 10 min	Updates from Board / Board Comments		
9:20 15 min	Executive Session – For discussion of a personnel matter under CRS Section 24-6-402(4)(f) – Administrator search		
9:35	Adjournment		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, March 11 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
- March 25 – Land acquisition discussion – Public Safety / Pedestrian Bridge
- April 8 – Traffic / Traffic Calming Discussion

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
FEBRUARY 12, 2024 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, February 12, 2024. Mayor Richel called the meeting to order at 7:00 p.m.

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

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

Pledge of Allegiance and Moment of Silence

Public Comments – Michelle Williams was present representing the Coal Ridge Booster Club, asking that the Town participate in the building of a paved pavilion that would serve a new concession stand being built by the football field. For \$1000, donors would purchase a 9x9 foot concrete section that would make up the pavilion. Each square would state the name of the donor for all to see. Administrator Layman stated that he would bring this topic up for more discussion during staff reports.

Consent Agenda –

1. Minutes of the January 22, 2024 Board of Trustees meeting
2. Renewal of Columbine Liquor Retail Liquor License
3. **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
4. **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
5. **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

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Modification of Premise Application for Columbine Liquors

Deputy Clerk Malsbury explained that the applicant would like to modify his premise by adding a drive-through window. She added that the applicant has met with the building department and has been approved by them for the modification. There was additional discussion regarding the effects this would have on the parking for the businesses on that corner. Staff explained that the alley would be turned into a one-way street by entering off of 9th Street and existing onto 8th Street.

Applicant Matt Daugherty was present to answer questions. He explained that he along with Brick House Pizza would be combing dumpsters to help alleviate any congestion to the area. Staff explained that the alley would be paved once the alley project is complete and Mr. Daugherty stated that he would be chip sealing his area by the new window.

There was additional discussion that the applicant may need to limit the hours of the drive-through window depending on the time of day and traffic conditions. There were also concerns of the added effect of the traffic visiting the taco truck on the corner.

The public hearing was opened at 7:27 p.m. There were no public comment and the hearing was closed at 7:28 p.m.

Trustee Seifert made a motion to approve the modification of premise application for Columbine Liquors and that if the town determines that operation of the drive-through window is causing a traffic problem that the applicant shall close operations of the drive-through window during such periods of time as the town may direct. Trustee Classen seconded the motion, and the motion carried with Mayor Richel voting nay.

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

Deputy Clerk Malsbury stated that the applicant has applied for a transfer of ownership with this location being just one of several facilities that they are acquiring. She added that there would be no changes in the name, modification of the premise, line of products or operations.

Present were Christine Provenzano and Dylan Damavandi, representatives for Consciously Crafted to answer questions regarding their request and to confirm that there would be no changes to the business other than the ownership.

There was brief discussion about the Special Use Permit that is already in place with High Q at this location and how it would transfer to the new ownership.

The public hearing was opened at 7:43 p.m. There were no public comment and the hearing was closed at 7:43 p.m.

Trustee Seifert made a motion to approve the Consciously Crafted LLC d/b/a/ High Q Silt - Change Controlling of Beneficial Owners application. Trustee Classen seconded the motion, and the motion carried unanimously.

Resolution No. 6, Series 2024, A RESOLUTION FOR FINDINGS OF FACTS AND CONCLUSIONS REGARDING AN ANNEXATION PETITION FOR A PROPERTY KNOWN AS 129 WEST HOME AVENUE, SILT, COLORADO

Community Development Manager Centeno provided her report that covered all three of the items before the Board tonight regarding the annexation and zoning of this parcel for a single-family dwelling. Staff feels that this is an appropriate use of this parcel and recommends approval.

The applicants were present and stated that it is their plan to build on home on this property.

The public hearing was opened at 7:52 p.m. There were no public comments and the hearing was closed at 7:53 p.m.

Trustee Brintnall made a motion to approve Resolution No. 6, Series 2024, A RESOLUTION FOR FINDINGS OF FACTS AND CONCLUSIONS REGARDING AN ANNEXATION PETITION FOR A PROPERTY KNOWN AS 129 WEST HOME AVENUE, SILT, COLORADO. Trustee Seifert seconded the motion, and the motion carried unanimously.

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**

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

Trustee Classen made a motion to approve 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. Trustee Brintnall seconded the motion, and the motion carried unanimously.

First reading of **Ordinance No. 2, Series 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**

The public hearing was opened at 7:56 p.m. There were no public comments and the hearing was closed at 7:57 p.m.

Trustee Poston made a motion to approve first reading of Ordinance No. 2, Series 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. Trustee Seifert seconded the motion, and the motion carried unanimously.

Highwater Farms Presentation – Sara Tymczyszyn

Sara Tymczyszyn was present to go over what has been happening at Highwater Farms since they first came to Silt. She also provided information on their Summer Youth Program and their CSA Memberships. She went over their website and the events that they have lined up for this year.

It was discussed that the Board take a tour of Highwater Farms as well as the Silt River Preserve at a later date once the weather gets warmer.

Administrator and Staff Reports

Administrator Layman took this time to go over the request from the Coal Ridge Booster Club and the information that was provided in the packet tonight. There was a consensus to make a contribution in the amount of \$1000 to the booster club.

Mr. Layman also went over the “Rediscovering Common Ground” event that he participated in that touched on civic engagement and civil discourse and stated that each of the Board members have been provided with a copy of this thought-provoking book.

Community Development Manager Centeno went over the 2024 Calendar of Events pointing out that the traditional Farmer’s Market has been removed as its own event but that these vendors would be added to the other events in an effort to increase attendance.

Updates from Board / Board Comments

The Board asked for a status of the Camario, Family Dollar and River Trace projects. Trustee Seifert thanked staff for their hard work, commenting about his attendance at the Federal Mineral Lease luncheon where the Town of Silt was presented with plaques for the four grants that they received in 2023.

Interview for Interim Town Administrator – Jim Mann

Jim Mann was present for an interview with the Board for the Interim Town Administrator position. Mr. Mann introduced himself and stated that he has worked with the Town for the last two years as their financial advisor through the water treatment plant process. He continued by providing the board with information about himself, his work history and that he has past experience as a Village Administrator in a small town in Wisconsin. Mr. Mann explained his management style and how he would work with existing employees and would be happy to help out the Town in a bigger way than he already has. When asked when he would be available, Mr. Mann stated that he would be able to start at the Boards’ leisure. The Department Heads all voiced their support of bringing Mr. Mann on for this position.

Executive Session

Mayor Richel made a motion to go into 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 24-6-402(4)(e) – Interim Town Administrator. Trustee Classen seconded the motion, and the motion carried unanimously. The Board adjourned to executive session at 9:24 p.m.

At the end of executive session, Mayor Richel made the following statement: “The time is now 9:56 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, Justin Brintnall, Jerry Seifert, Andreia Poston, Chris Classen, Jeff Layman and Mike Sawyer. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record”. No objections were stated.

Trustee Seifert made a motion to direct staff to negotiate with Jim Mann on a proposal for the temporary Interim Town Administrator position. Trustee Classen seconded the motion, and the motion carried unanimously.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 9:58 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Keith B. Richel
Mayor

Glenwood Springs – Main Office

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

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Lawrence M. Bond
Attorney

lmb@mountainlawfirm.com

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

MEMORANDUM

DATE: February 22, 2024
TO: Board of Trustees of the Town of Silt
FROM: Karp Neu Hanlon PC
RE: Interim Town Administrator Employment Agreement

We drafted the proposed Interim Town Administrator Employment Agreement based on requests and feedback from both the Town, by and through conversations with Jeff Layman and directive from the Board of Trustees, pursuant to provision in the Town Charter, Town Code and Personnel Policies and Procedures Handbook. Following these directives, we held negotiations with Jim Mann (“Mann”) to reach an agreement on an employment contract.

The following are some key terms to note in the Agreement:

1. Important Terms: Mann’s start date with the Town is scheduled for February 29, 2024. Mann shall generally work 40 hours per week, unless extraordinary circumstances exist. Mann is expected to be physically present at Silt Town Hall for a minimum of three (3) days per week (except for the week of February 26, 2024).

2. Term and Employment Classification: This is a temporary position with a limited duration that is expected to last for three (3) to six (6) months, or until a permanent Town Administrator can be recruited and selected. Mann’s employment will be classified as Exempt, Part-Time. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay. Either Mann or the Town may end the relationship at any time, upon 30 days-notice. Once a permanent Town Administrator is hired and on the job, either party may terminate this Agreement with 7 days’ notice.

3. Compensation and Bonus: Mann will be compensated with a bi-weekly salary of \$6,420, paid bi-weekly, or \$80.25 per hour. This amount includes a 7% retirement contribution to a plan of Mann’s choice.

Page 2

4. Benefits: Mann is not eligible for the regular benefits paid to full-time employees, such as vacation, sick leave, or retirement benefits. However, as an employee of the Town, Mann shall receive certain benefits paid to employees, such as Worker's Compensation Insurance.

5. Housing: Mann has the option of using the Town's condo for employee housing at the Town's expense.

6. Termination and Severance: This is an Interim position and is temporary in nature. The Town Administrator serves at the pleasure of the Board, and the Agreement preserves the right of the Board to terminate Mann with 30 days' notice for any reason.

**TOWN OF SILT
RESOLUTION NO. 11
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING JAMES
MANN AS THE INTERIM TOWN ADMINISTRATOR OF THE TOWN OF
SILT, COLORADO**

WHEREAS, The Board of Trustees of the Town of Silt, Colorado, has the authority to appoint an Interim Town Administrator in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the Board of Trustees desires to appoint James Mann as the Interim Town Administrator pursuant to Section 3-1 of the Silt Town Charter and Section 2.04.060 of the Silt Municipal Code; and

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

1. The above recitals are hereby incorporated as findings by the Town of Silt.

2. The Board of Trustees hereby appoints James Mann as the Interim Town Administrator to serve at the pleasure of the Board of Trustees with all the duties, authority and responsibilities set forth in the Town of Silt Home Rule Charter, Silt Municipal Code, Town of Silt Personnel Policies and Procedures Manual, in the Town of Silt's Job Description for the Town Administrator, and as requested by the Board of Trustees.

3. The Board of Trustees hereby approves the terms of the Interim Town Administrator Employment Agreement with James Mann in the form attached hereto as Exhibit A.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 26th day of February 2024.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

Employment Agreement—Interim Town Administrator Position

To: James Mann (“Employee”)

From: Town of Silt (the “Town”)

Date: February 26, 2024

We are pleased to offer you the position as Interim Town Administrator with the Town of Silt, Colorado. This Employment Agreement is made to you on behalf of the Town of Silt (the Town) for the position of Town of Silt **Interim Town Administrator**. This is an interim position, with a limited duration, and as such it is classified as a Part-Time Position in the Town’s Employee Handbook.

The purpose of this letter is to outline the services that you will provide as **Interim Town Administrator**, establish certain conditions of employment, set working conditions, a starting date, pay and benefits for the provision of these services.

So long as you complete your job duties under this agreement and the Town Administrator job description, you are free to pursue part time duties outside of this employment agreement.

Start/End Dates

Your start date with the Town is scheduled for **February 29, 2024**. Employee is an exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the Interim Town Administrator’s position. It is anticipated that in most weeks, Employee will work 40 hours per week. In the beginning of your tenure, your place of work will be **at Silt Town Hall for a minimum of three (3) days per week**. You are welcome to discuss with the Board of Trustees an alternative arrangement once you and the Board feel comfortable with your knowledge of the Town and with each other.

The Interim Town Administrator shall report to and serve at the pleasure of the Board of Trustees. It is anticipated that this position will extend **for a period of three (3) to six (6) months, or until a permanent Town Administrator can be recruited and selected**. You and the Town are free to end this relationship at any time, **upon 30 days-notice**, and the Town will compensate you for all work completed and you must provide that work to the Town. Once a permanent Town Administrator is hired and on the job, either party may terminate this Agreement with 7 days’ notice.

Job Responsibilities

You are to be employed as the Town of Silt **Interim Town Administrator** to perform the functions and duties contained in the attached position description, “Town of Silt Job Description, Town Administrator”. The Interim Town Administrator serves as the chief administrative officer of the

Town and is directly responsible to the Board of Trustees for the efficient administration of all affairs of the Town placed in his charge.

This is an exempt position under the Fair Labor Standards Act and is not eligible for compensatory banked time (to be used later) or overtime pay. This position includes leading, managing and supervising all other Town of Silt employees. You will likely also be asked to perform other duties, functions and obligations from time to time. Your employment is governed by and subject to the Town of Silt Employee Manual. Your hours of work will generally be 8-5, Monday through Friday, but will be regulated by you generally given the nature of the work. You will be required to work at evening meetings to provide information and present material for the Town of Silt Board of Trustees and other such public hearings. Participation in these meetings should be in person, although may occasionally be remote, if necessary.

Performance Appraisal

Informal, verbal and formal written performance appraisals will be conducted periodically during the length of your tenure with the Town and as governed in the Employee Manual. You and the Board of Trustees will meet occasionally to discuss and adopt a performance plan of priorities, training and performance goals for the position. The responsibility for initiating these periodic meetings lies with you.

Compensation

You will be compensated with a bi-weekly salary of \$6,420, paid bi-weekly (an effective rate of \$80.25 per hour). You are not eligible for benefits paid to full-time employees, including vacation, although the Town understands that you have made prior vacation plans during certain periods and will accommodate this by arranging for unpaid time away. You are expected to track your time and report it to the Town Treasurer by the close of business on the first workday of the payday week via a standard Silt timesheet.

Housing

Employer shall provide Employee with employee housing in a Town-owned condominium during the term of this Agreement subject to the parties entering into a standard lease agreement. If Employee chooses to reside in the employee housing unit, the Town will pay for all utilities and wireless connection. Employee is responsible for all moving and cleaning costs. Housing is contingent upon continued employment with the Town.

Worker's Compensation Insurance

As an Employee with the Town of Silt you will be included in the Worker's Compensation Insurance policy.

Colorado Contract

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Any dispute between the parties arising out of this Agreement shall be resolved by the filing of an action in Garfield County, the parties waiving their right to trial by jury and to appeal the determination of the trial judge other than for judicial misconduct. The prevailing party in such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees

Please call or write should you have any questions.

Welcome to the Town of Silt Team!

TOWN OF SILT, Mayor Keith B. Richel

Date

James Mann

Date

Term Sheet—Interim Town Administrator—James Mann

By: Jeff Layman

Date: February 22, 2024

Silt Board of Trustees Offer

Job Title:	Interim Town Administrator
Compensation:	\$80.25 per hour; Free use of Town-owned condo; unpaid time off
Hours to Work:	40 hours per week; Exempt
Place of Work:	Not less than three days at Silt Town Hall, additional hours either at Town Hall or remote.
Period of Work:	Three to Six Months or until a permanent Town Administrator can be recruited and selected.
Termination:	Must give 30-days-notice
Job Responsibilities:	Pursuant to the Position Description for Town Administrator

**TOWN OF SILT
JOB DESCRIPTION**

Job Title: Town Administrator
Department: Town Administration
Reports to: Board of Trustees
FLSA Status: Exempt
Salary Range: \$95,000 - \$150,000
Approved By: Board of Trustees
Approved Date: January 2024

SUMMARY

This is a professional administration position responsible for the overall operation of the Town. The administrator is responsible for implementation of policies established by the Board of Trustees. Also develops and implements policies and procedures with the Board of Trustees and Department Heads. Works with the public on a daily basis, and strives to maximize public satisfaction with municipal services. Directly supervises all Town Department Heads. The Town Administrator serves as liaison between the Board of Trustees the public, the Town and other public and private entities. Performs analytical policy research and is responsible for the coordination of legal matters with the municipal attorney.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, and other duties assigned.

- 1) Responsible for the overall coordination of all Town Departments and administration through each department head, and maintains that the administration of all Town departments is in accordance with established policies.
- 2) Attends meetings: of the Board of Trustees, various Town committees, the general public and meetings necessary for efficient and progressive municipal government.
- 3) Ensures proper administration and enforcement of municipal codes, contracts, ordinances, resolutions, and policies established by the Town.
- 4) Is responsible, in cooperation with the Town Treasurer, for the preparation and administration of the annual budget.
- 5) Works with the Board of Trustees, community, and Department Heads to establish and implement goals and objectives important to general municipal operations.
- 6) Responsible for tasks and duties assigned by the Board of Trustees.
- 7) Enforcement of all terms and conditions imposed in favor of the town in any contract or agreement.
- 8) Performs duties described by law, including contract negotiations, bond issue negotiations, franchise negotiations, etc.
- 9) Appoints, hires and terminates all Department Heads except as otherwise provided by law or ordinances. Assists Department Heads on termination of other municipal employees.
- 10) In conjunction with the Town Clerk, prepares Board of Trustee and other agendas.

- 11) Advises Board of Trustees on matters coming before them, and has the right to participate in the discussion of matters before the Board.
- 12) Makes policy recommendations to the Board of Trustees and often works with the department heads to do so.
- 13) Serve as principal inter-government affairs officer of the Town.
- 14) Serve as the principal public relations and public information officer of the Town.
- 15) Available to the public to respond to, and refer, complaints, comments and general public concerns.
- 16) Oversee professional and consulting agreements entered into the Town, including engineering, financial, and legal agreements.
- 17) Management of employment litigation pending against the Town, including hiring outside attorneys, evaluating claims and negotiating settlements. Conducts internal investigations and resolves disputes. Advise Board of Trustees in handling of claims. Attends or provides for representation of organization at personnel related hearings and investigations.
- 18) All other duties as outlined in SMC 2.04.070
- 19) Adhere to all Town of Silt safety and loss/control guidelines.
- 20) The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS

Bachelors degree in public administration, business management, or related field; concentration in local government preferred; more than five (5) years experience as a municipal city/town manager or assistant manager; municipal management experience in finance, government law, personnel administration, collective bargaining and/or organizational development; or any equivalent combination of education and experience.

Understanding of municipal government and financial operations, demonstrated in written and oral communication skills. Ability to work with the public and various community groups.

An ability to deal with personnel matters effectively and efficiently.

Desire to work beyond the standard 40-hour workweek.

OTHER SKILLS, CERTIFICATION, AND KNOWLEDGE REQUIRED

Knowledge of municipal budgeting analysis, and implementation.

General knowledge of municipal law.

Understanding of public sector management techniques and practices.

Possession of excellent written and verbal communication skills.

Knowledge of computer systems and ability to use them for analytical other purposes.

DESCRIPTION OF WORK SCHEDULE, HOURS, OVERTIME REQUIREMENTS

Work hours typically begin at 8:00 a.m. and often extend beyond 5:00 p.m. because of meetings, workload, or other unanticipated obligations. Regular and specially scheduled night meetings are to be expected.

SUPERVISION RECEIVED

Works with the direct supervision, but under general policy direction, established by the Board of Trustees.

COMPLEXITY/RESPONSIBILITY

Responsibility often requires an ability to deal with complex and delicate situations that may involve the public, staff, the Board, or other government entities. This work environment requires a high level of credibility, leadership, analysis, and ethics. Strategic political thinking is often associated with the position.

SCOPE OF INTERPERSONAL CONTACT

This position requires excellent interpersonal skills. Contacts are generally the broadest of any employee of the Town and include the Board of Trustees, public, staff, consultants, other governments, and other elected officials. Information provided often can have important consequences for the Town.

WORK ENVIRONMENT/PHYSICAL REQUIREMENTS

Work is usually performed in a standard office environment. There are circumstances in which fieldwork is necessary, which may include travel in and out of state. Fieldwork and visits to various municipal facilities may require an ability to maneuver in construction sites, climb stairs or ladders, and ride in heavy equipment. An ability to communicate over the phone is a necessity.

COMMENTS

The Town of Silt is an Equal Opportunity Employer. Pursuant to the Immigrations Reform and Control Act, it is the Town's intention to hire only individuals who are United States citizens or aliens authorized to work and live in the United States.

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand the scope and intent of the job description for this position.

I hereby acknowledge receipt of this job description
(as well as SMC 2.04.070)

Date

Town of Silt representative

2.04.070 - Town administrator—Powers and duties.

The town administrator shall be responsible to the board for the efficient administration of all affairs of the town placed in his or her charge, and to that end he or she shall have the power and duty to:

- A. Enforce the laws and ordinances of the town;
- B. Appoint, suspend, transfer and remove all employees of the town except for the town attorney and municipal judge, subject to any personnel regulations of the town;
- C. Make appointments on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform;
- D. In cooperation with the town treasurer and board, be responsible for the preparation and administration of the annual budget;
- E. Prepare and submit to the board at all regular board meetings a complete report on administrative activities of the town, and upon request of the board make written reports concerning the affairs of the town under his or her supervision;
- F. Keep the board advised of the needs of the town, and make such recommendations to the board as he may deem necessary or expedient to serve the best interests of the town;
- G. Exercise supervision and control over all executive and administrative departments, and recommend to the board any proposal he or she thinks advisable to establish, consolidate or abolish administrative departments;
- H. Enforce all terms and conditions imposed in favor of the town or its inhabitants in any contract or public utility franchise, and upon knowledge of any violation thereof, report same to the board for such action and proceedings as may be necessary to enforce the same;
- I. Attend board and planning commission meetings and participate in discussions in an advisory capacity;
- J. Be responsible for engineering, architectural, maintenance, construction and work equipment services required by the town;
- K. Perform such other duties as may be prescribed by ordinance or by the board.

Project Agreement Town of Silt - 2024 Marketing Campaign



TOWN OF SILT

February 22, 2024

Presented to:

Jeff Layman

Town of Silt

231 N 7th St.

Silt, CO 81652

Presented by:

Katie Mackley

Owner/COO

Align Multimedia

818 Colorado Ave., Suite 305

Glenwood Springs, CO 81601

(970) 319-8901

Campaign Overview

Align Multimedia looks forward to partnering with The Town of Silt on a comprehensive marketing campaign for 2024. The campaign will focus on creating a multi-faceted user experience that establishes a marketing foundation for The Town of Silt that is rooted in data and analytics collection.

The Align Difference

In a world of automated, one-size-fits-all digital marketing solutions, Align Multimedia is unique. Instead of providing clients with pre-packaged lists of digital marketing service offerings—like many of our competitors—we instead take the time to learn about your business. What are you trying to accomplish? What marketing methods work best in your industry? In your town? In your region? In your state? What specific tools can we implement to best utilize your marketing budget, ultimately maximizing success for you?

At Align we aren't selling the same dusty list of digital marketing products and services to every client—no matter the client's size, location, or industry. Instead, we are building customized strategic marketing solutions that ensure that you get the best results possible for each of your marketing dollars.

We don't suggest marketing services and design strategies simply because those are the tools that we are most comfortable with. And we certainly don't push services on clients because they are the most profitable for our own company. Instead we strive to establish a long term, mutually beneficial relationship with our clients by offering structured marketing solutions that best align with our clients' goals and strategies.

It's true that this level of personalization, customization, and direct involvement with each project can come at a slightly higher cost compared to some other firms, but a process that's too rigid will yield results that are exactly that. By taking the time to do projects right, we not only build plans and products that are well adapted to every client's unique situation, but we build lasting relationships proven to be invaluable while delivering measurable, targeted results.

The Align Team

Ryan Mackley

Owner / Director of Photo and Video Services

Ryan has more than twenty years of experience creating stunning visual content. His specialties are video production, video post-production, and photography. Additionally, he has more than a decade of experience with web design and development. Ryan is a gifted storyteller and excels at creating unique, innovative, and comprehensive visual stories about organizations, people, and products. Ryan provides input on campaign strategy, leveraging his experience working on projects for companies like Universal, Paramount, Foot Locker, Grand River Health, Garfield County, Alaskan Fishing Adventures, and Sunlight Mountain Resort.

Katie Mackley

Owner / Chief Operations Officer

Katie has an extensive background in business and non-profit management. She is responsible for operations and project management at Align, and enjoys working with clients to help their stories come to life. A skilled content writer, Katie has degrees in English and Theatre from the University of Colorado, Boulder.

Marc Rassel

Creative, Strategy, & Development

Marc is an accomplished Creative Director who has worked in the marketing and design worlds for over fifteen years. His expertise is in branding and design, strategy, web design, data collection, digital marketing, and programming. In 2022 he was awarded a bronze Clio for his work in a product launch campaign for äkta of Colorado. He was formerly the Creative Director at Menards (3rd largest home improvement retailer in the USA) and has served as Creative Director for a number of organizations across multiple industries. Marc has a degree in Graphic Design from the University of Wisconsin-Stout and was a founding partner at Align. Marc has successfully managed the strategy, vision campaigns and branding for many organizations, including Future iQ, Elevoro, Alaskan Fishing Adventures, Natural Soda, Senior Helpers, BC Energy, and the City of Rifle.

The Align Team

Carrie Pearson

Graphic Designer

Carrie joined Align Multimedia in 2019 and has a degree in Graphic Design from the University of Wisconsin-Stout. Carrie's portfolio includes numerous Wordpress websites, logo designs, advertisements, promotional materials, and more for a variety of organizations across many verticals. When Carrie isn't designing, she's traveling the country pursuing her passion for photography.

2024 Objectives

- Continue to build upon the marketing foundation that was established in 2023, highlighting why Silt is a great place to Live, Do Business, & Visit
- Continue marketing to two groups, 1) the regional visitor and, 2) the local resident
- Continue driving traffic to the DiscoverSiltColorado.com website
- Grow the Discover Silt social media presence
- Grow Discover Silt email newsletter list through collaboration with the Town of Silt on events and cross-pollination efforts
- Continue the Shop Local campaign by featuring different businesses each month on DiscoverSilt.com, eNewsletters, social media posts, and paid ads throughout the year
- Build Town of Silt multimedia library by capturing video/drone/photo assets throughout the year to use in social media, website, general marketing
- Regularly evaluate and report on analytics and data to measure performance on website traffic, social media, and digital ad campaigns

Marketing Tactics

- **WEBSITE:** Updates to DiscoverSiltColorado.com website throughout the year
- **SOCIAL MEDIA:** Management of Discover Silt Facebook, YouTube & Instagram accounts
- **E-NEWSLETTER:** Grow a dedicated email list for DiscoverSilt.com. Seasonal E*Newsletter campaign promoting initiatives of town, local businesses/Shop Local, and events
- **CONTENT GENERATION:** Facilitate video & photography shoots throughout the year to generate content for social media, website, newsletters
- **ANALYTICS:** Evaluation of analytics and data to measure performance of website traffic, social media, and digital ad campaigns

Outline of Services to be Rendered

The following table outlines the various services to be completed throughout the 2024 year. Align has the ability to shift funds around categories based on what's working, what's not, and changing priorities.

WEBSITE \$3,000

Updates to DiscoverSilt.com throughout the year that reflect the 2024 priorities and initiatives of the town.

- Integration of Events Calendar with community submission capability
- Integration of bilingual functionality
**May incur additional third party fees*
- Integration of ADA compliance software
**May incur additional third party fees*
- Updates to information & graphics that highlight 2024 community events like Silt Farmers Market, Summer Concert Series, Local Festivals, Garfield County Fair, and any other events deemed a priority by the town
- Creation of new landing pages on the website, as needed, to support campaign efforts. Examples may include: Shop Local page, Silt Farmers Market, Deals/Coupons, Business of the Month page
- Regular software updates and maintenance, as needed.

SOCIAL MEDIA \$3,000

- Grow social media presence for DiscoverSilt
- Manage DiscoverSilt social media accounts for Facebook, Instagram, YouTube
- Regular posts and updates on DiscoverSilt Facebook, Instagram, Twitter, & YouTube
- Frequent, organic interactions with page visitors, and other regional users / accounts
- Graphic design for high priority posts that require polished content
- Video & photo production for posts that require multimedia content
- Social media traffic analysis and monitoring
- Paid social media strategies to amplify page growth

Outline of Services to be Rendered

E*NEWSLETTER CAMPAIGN

\$5,000

- Grow the dedicated email list for DiscoverSilt.com.
- Quarterly E*Newsletter campaign promoting initiatives of town, local businesses, and events
 - Through collaborative efforts with Town of Silt, Align will expand the opportunities for users to easily sign up for the Discover Silt newsletter list
 - eBlast will be sent out once per quarter, highlighting high value opportunities for residents and visitors
 - Events and activities
 - New businesses/restaurants in town/deals, coupons, giveaways
 - Community News (to supplement the Town newsletter)
 - Business features/Shop Local
 - Promote specific initiatives, examples include:
 - Farmer's Market info
 - Summer Concert Series
 - Holiday Festivities
 - Grand Openings

ANALYTICS AND DATA COLLECTION

\$1,000

- Quarterly Google Analytics (GA) reporting for DiscoverSiltColorado.com, social media channels, and email list
- Ongoing monitoring of GA account
- Conversion and user journey monitoring in GA

CONTENT GENERATION

\$5,000

- Creation of a Town of Silt highlights and overview video for the State of the Community Luncheon and recruiting
- Continued creation of Shop Local and Event videos to be used on the DiscoverSiltColorado.com website, social media, and eNewsletter

Outline of Services to be Rendered

MISCELLANEOUS

\$5,000

This service category is a catch-all that allows Align to be responsive to on-demand needs, new ideas that need to be implemented, and new opportunities.

- Miscellaneous category will cover overages in other categories and services
- Includes ongoing graphic design services for print, branding, collateral, web, etc.
- Examples may include:
 - *Brochures and pamphlets*
 - *Direct Mail*
 - *Ad Design for print and digital media*
 - *Business card design*
 - *Apparel and Swag Design*
- Local media buys (radio, print, tv, ooh, etc.)
- Project management, meetings, presentations, and requests for in-person support
- On-demand requests from Town of Silt, as needed

Overview of Estimate

The following table outlines our good faith estimates for marketing and design services for the Town of Silt. Align has the ability to shift funds around categories based on what's working, what's not, and changing priorities.

SERVICE	
Website Updates	\$3,000
Social Media Management	\$3,000
eNewsletter Campaign	\$5,000
Analytics	\$1,000
Content Generation	\$5,000
Miscellaneous	\$5,000
Project Total	\$22,000
2024: Total Monthly Payment	\$1,833.33

Project Agreement

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into effective as of the execution date by the parties, by and between Align Multimedia LLC, a Colorado company with an address of PO Box 229, Rifle, Colorado 81650 ("Align") and The Town of Silt ("Client"). Align and Client are sometimes referred to individually as a "Party" or collectively as the "Parties."

Agreement

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

As used herein and throughout this agreement:

- 1.1 Agreement.** Means the entire content of this basic terms and conditions document, the proposal document(s), together with any other supplements designated below, together with any exhibits, schedules or attachments hereto.
- 1.2 Client Content.** Means all materials, information, factual, promotional, or other advertising claims, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.
- 1.3 Copyrights.** Means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.
- 1.4 Deliverables.** Means the services and work product specified in the Proposal to be delivered by Align to Client, in the form and media specified in the Proposal.
- 1.5 Design Tools.** Means all design tools developed and/or utilized by Align in performing the Services, including without limitation pre-existing and newly developed software including source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.
- 1.6 Final Works.** Means all creative content developed by Align, or commissioned by Align, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and Align's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.
- 1.7 Final Deliverables.** Means the final versions of Deliverables provided by Align and accepted by Client.
- 1.8 Preliminary Works.** Means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Align and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Works.
- 1.9 Project.** Means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.
- 1.10 Services.** Means all services and the work product to be provided to Client by Align as described and otherwise further defined in the Proposal.
- 1.11 Third Party Materials.** Means proprietary third party materials that are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

Project Agreement

1.12 Third Party Expenses. Means expenses incurred by Client for use of third party vendors (i.e. Google (AdWords, remarketing), email marketing (Constant Contact, MailChimp), Facebook (retargeting), link building, etc.). These fees are separate from Align fees and payable by Client directly to third party vendors.

1.13 Trademarks. Means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

1.14 Working Files. Means all underlying work product and digital files utilized by Align to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.

2. FEES AND CHARGES

2.1 Fees. In consideration of the Services to be performed by Align, Client shall pay to Align fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

2.2 Expenses. Client shall pay Align's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus Align's standard markup of ten percent (10%), and, if applicable, a mileage reimbursement at 57.5 cents per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Align with Client's prior approval.

2.3 Additional Costs. The Project pricing includes Align's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

2.4 Invoices. All invoices are payable within 15 days of receipt. A monthly service charge of 1.5 percent (or the greatest amount allowed by state law) is payable on all balances older than 30 days past due. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Align reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

3. CHANGES

3.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Align's standard hourly rate of \$100 per hour for service requested. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Align may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

3.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision in or near excess of twenty-five percent (25%) of the time required to produce the Deliverables, and or the value or scope of the Services, Align shall be entitled to submit a new and separate Project Plan and Schedule to Client for written approval. Work shall not begin on the revised services until a fully signed revised Contract Amendment is executed and, if required, Align receives any additional retainer fees.

Project Agreement

3.3 Timing. Align will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Align. Align shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Align's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables and rescheduling of project timelines. Any such delay caused by Client shall not constitute a breach of any term, condition or Align's obligations under this Agreement.

3.4 Testing and Acceptance. Align will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within five (5) business days of receipt of each Deliverable, shall notify Align, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Align will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

4. ACCREDITATION/PROMOTIONS

4.1 Align retains the right to reproduce, publish and display the Deliverables in Align's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

4.2 Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

5. CONFIDENTIAL INFORMATION

5.1 Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information").

5.2 Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

Project Agreement

6. RELATIONSHIP OF THE PARTIES

6.1 Independent Contractor. Align is an independent contractor, not an employee of Client or any company affiliated with Client. Align shall provide the Services under the general direction of Client, but Align shall determine, in Align's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

6.2 Align Agents. Align shall be permitted to engage and/or use third party agents or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Align shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

6.3 No Solicitation. During the term of this Agreement, and for a period of twelve (12) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any Align employee, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that Align shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for Client. Align, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

6.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Align, and Align shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by Align.

7. WARRANTIES AND REPRESENTATIONS

7.1 By Client. Client represents, warrants and covenants to Align that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content is accurate, legal, conforms to ethical standards of the Client's industry, does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

7.2 By Align. Align hereby represents, warrants and covenants to Client that Align will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. (b) Align further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Align and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Align, Align shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Align to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Align's knowledge, the Final Works provided by Align and Align's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Align shall be void.

Project Agreement

7.3 Except for the express representations and warranties stated in this Agreement, Align makes no warranties whatsoever. Align explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the Project.

8. INDEMNIFICATION/LIABILITY

8.1 By Client. Client agrees to indemnify, save and hold harmless Align from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Align shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Align provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Align in providing such assistance.

8.2 By Align. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Align agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Align's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies Align in writing of the claim; (b) Align shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Align with the assistance, information and authority necessary to perform Align's obligations under this section. Notwithstanding the foregoing, Align shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Align.

8.3 Thirty Party Terms. Some of the Services that Align provides may require Align to set up an account on Client's behalf with a third party (e.g., Google, Facebook, Constant Contact, etc.). Client hereby provides to Align Client's authority for Align to accept on Client's behalf, and Client agrees to abide by, the terms and conditions of any such third party required in connection with setting up such account. Client further acknowledges and agrees that Client shall be solely responsible for any Client Materials or any information Client provides to Align or any third party in connection with a third party account and agrees to defend, indemnify and hold harmless Align with respect to any liability, action or claim arising in connection with Client's use of any such account or violation of any third party terms and conditions.

8.4 Settlement Approval. The indemnifying party may not enter into any settlement agreement without the indemnified party's written consent.

8.5 Limitation of Liability. The services and the work product of Align are sold "as is." In all circumstances, the maximum liability of Align, its directors, officers, employees, design agents and affiliates ("Align parties"), to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Align. In no event shall Align be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Align, even if Align has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Project Agreement

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence upon the Effective Date and, unless sooner terminated in accordance with the terms hereof, shall remain effective until the Services are completed and delivered/continue for a period of twelve (12) months.

9.2 Termination. Either party may terminate this Agreement for any reason or no reason by providing the other party with thirty (30) days prior written notice, or the mutual agreement of the parties, or for cause if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

9.3 In the event of termination, Align shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Align or Align's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total project fee and Client shall not have rights to use Deliverables except upon written consent from Align provided after such termination.

9.4 In the event of termination for convenience by Align or for cause by Client, and upon full payment of compensation as provided herein, Align grants to Client such right and title as provided for in Exhibit A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

9.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

10. GENERAL

10.1 Modification/Waiver. The signature parties may modify this Agreement. Any modification of this Agreement must be in writing, except that Align's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

10.2 Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt (by automated confirmation or substantive reply by the recipient).

10.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party except that this Agreement may be transferred or sold as part of a transfer or sale of the assigning party's entire business or portion thereof relating to the Project.

Project Agreement

10.4 Force Majeure. Align shall not be deemed in breach of this Agreement if Align is unable to complete the Services or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity of Align or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Align's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Align shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

10.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Colorado without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Colorado. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Align will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Align shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

10.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

10.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

10.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. Any other ambiguities shall be resolved with the most reasonable and legally valid construction, without regard to authorship of such provisions. This Agreement comprises this Basic Terms and Conditions document and the Proposal, and all attached Exhibits.

10.9 Website Maintenance. As applicable, Align offers a number of maintenance plan options to ensure website plugins and security features are kept up to date and properly maintained, and site edits and additions maintain the integrity of the site's design and functionality, in to which Client can select and enroll. The cost of the plan will be agreed upon and delivered as a separate project agreement outside of this contract unless otherwise noted. If Client elects to perform all updates and maintenance, Align will provide full admin access to the backend of the website, and Client hereby acknowledges, understands, and agrees to assume full responsibility for any damages that may occur to the site. Align can assist Client on an as-needed basis and will be invoiced hourly at standard rates. Client also understands and agrees that in the event a website is affected by a Client-generated error, the process of diagnosis can be time-consuming without an active understanding and information provided to Align of all changes that have been made to a site.

Project Agreement

IN WITNESS WHEREOF, the parties hereto have executed, or agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

ALIGN MULTIMEDIA

Name: _____

Signed: _____

Title: _____

Date: _____

TOWN OF SILT

Name: _____

Signed: _____

Title: _____

Date: _____



Align Multimedia

818 Colorado Ave., Suite 305
Glenwood Springs, CO 81601
970.456.0011

alignmultimedia.com

Glenwood Springs – Main Office

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

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Lawrence M. Bond
Attorney

lmb@mountainlawfirm.com

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

MEMORANDUM

DATE: February 21, 2024
TO: Board of Trustees of the Town of Silt
FROM: Karp Neu Hanlon PC
RE: Option to Repurchase 1555 River Frontage Road

On or about August 23, 2023, Silt Energy Development, LLC, owned by Astera (the “Buyer”) purchased the vacant parcel of land at 1555 River Frontage Road (the “Property”), for a purchase price of 299,000. The Property is the vacant parcel between the Holiday Inn and the frontage road, south of I-70. The Town of Silt desired to sell the Property to a purchaser that would improve the Property to create additional economic development and revenue for the Town.

To accomplish this goal, the Town and the Buyer also entered into an Option Agreement, giving the Town a right to repurchase the Property if no improvements were made within 180 days of closing. Pursuant to the agreement, the Town may repurchase the property unless both of the following two (2) conditions were met before February 19, 2024:

- a. At least one valid building permit authorizing the construction of a structure requiring water and sewer services from the Town of Silt on the Property has been issued pursuant to the Municipal Code of the Town of Silt, Colorado; and
- b. All water and sewer tap fees with respect to the structure for which a building permit has been issued on the Property have been paid in full pursuant to the Municipal Code of the Town of Silt, Colorado.

As of February 26, 2024, the Buyer has not met either of these two conditions. Therefore, the Town is within its rights to repurchase the Property during its Option Period, which lasts until February 18, 2026. Following the end of the Option Period, the Town may no longer repurchase the Property.

Town staff is not recommending that the Town repurchase the Property at this time. The Buyer has shown its willingness to develop the Property and the Town is excited to work with the Buyer. However, the Board should continue to review the Buyer’s compliance with the Option agreement and decide whether or not to repurchase the Property for \$299,000 prior to February 2026.

ASTERA

TOWN OF SILT - BOARD OF TRUSTEES - DESIGN PRESENTATION 2/26/2024





PROPOSED PROGRAM

COFFEE SHOP
OPEN MARKET
RESTROOMS
BACK OF HOUSE
OFFICE SPACE
CAFE SEATING
REACH-INS
STORAGE
CASHIER
LOUNGE AREA

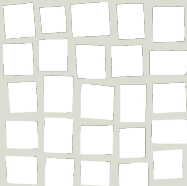
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- (40) EV PARKING
- (10) H2 PARKING
- (10) CNG PARKING





(20) TYPICAL PARKING

(12) EV PARKING



DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
PROPOSED SITE LAYOUT
PHASE 1

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE: 1" = 60'

A-03



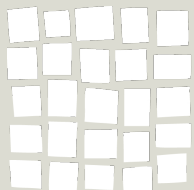
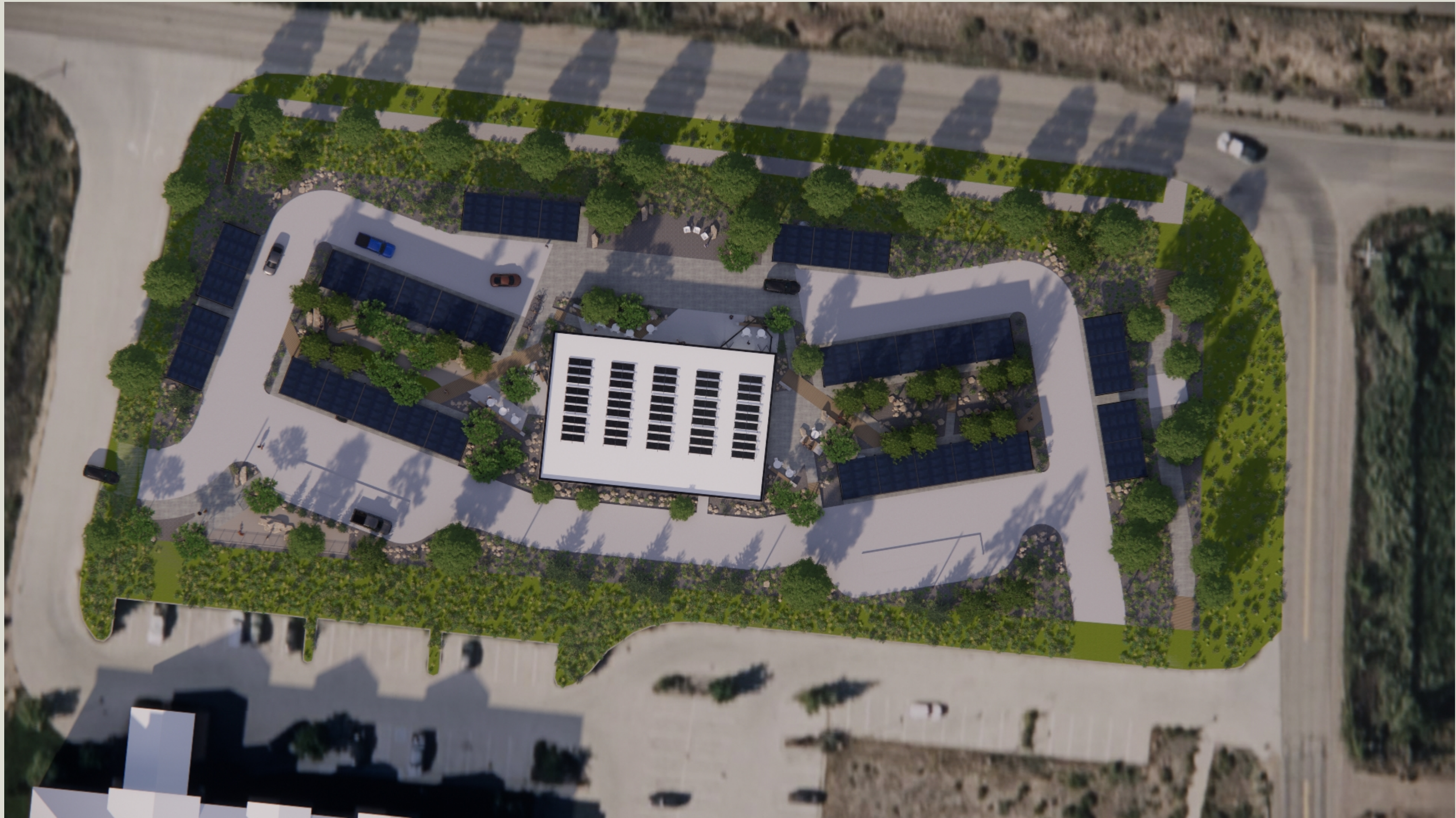
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- (4) CNG PARKING

- (20) TYPICAL PARKING
- (32) EV PARKING
- (4) H2 PARKING
- (4) CNG PARKING





- (36) TYPICAL PARKING
- (32) EV PARKING
- (4) H2 PARKING
- (4) CNG PARKING



DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
SITE PLAN

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE: 1" = 40'

A-07

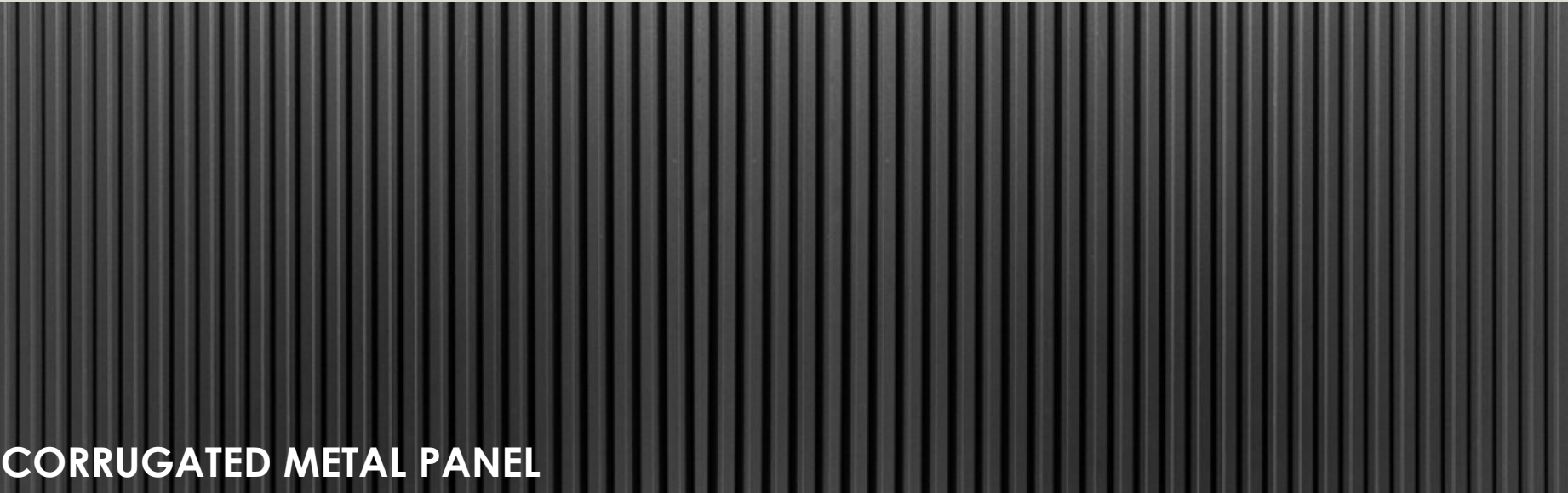
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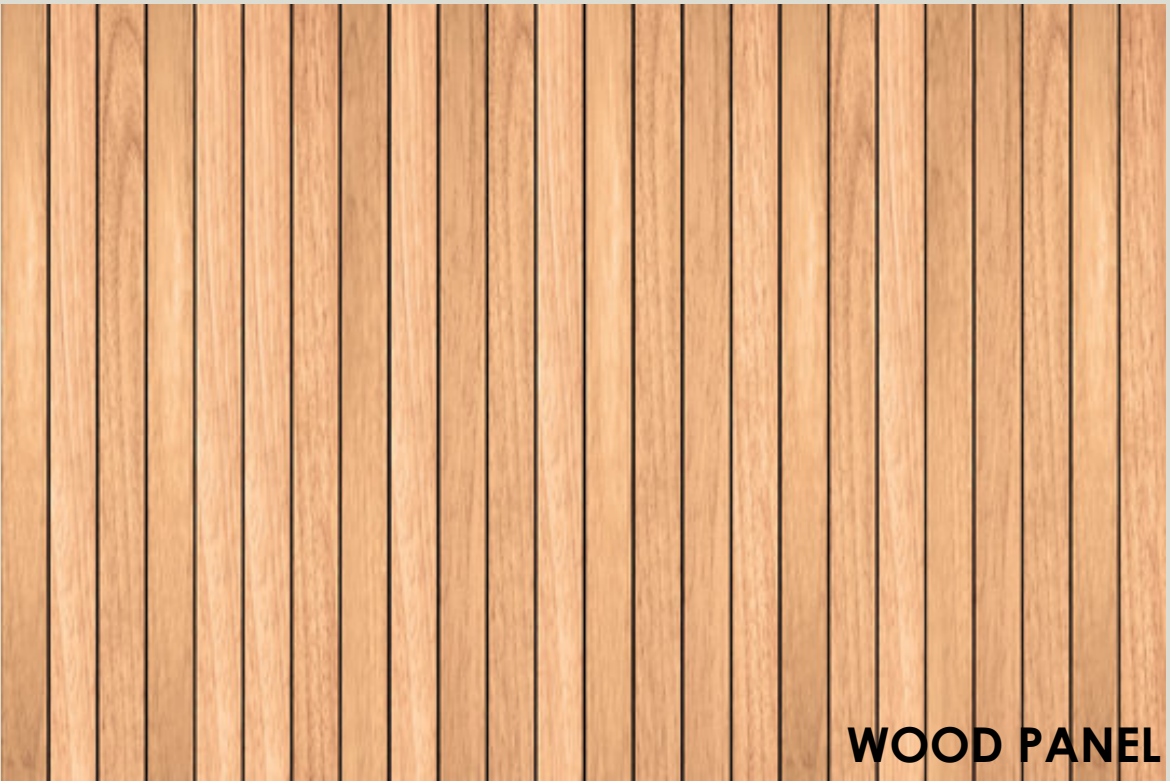
STOREFRONT



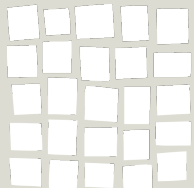
ARCHITECTURAL
MATERIALITY



CORRUGATED METAL PANEL



WOOD PANEL

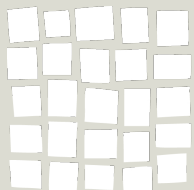
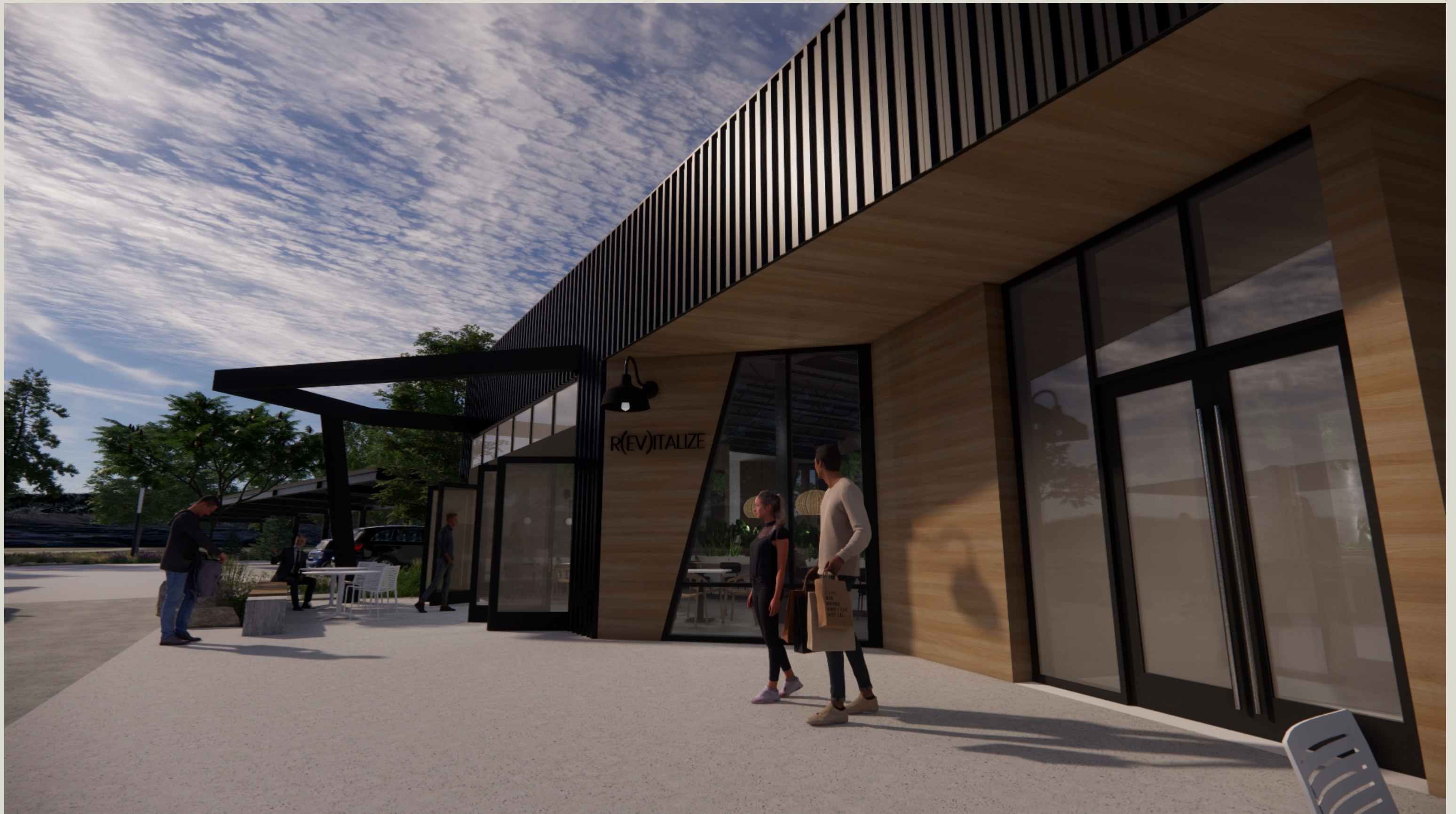


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

A-09

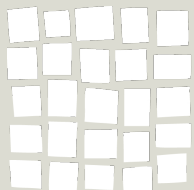


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

A-10

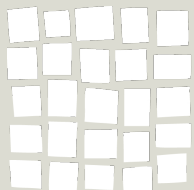


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

A-11

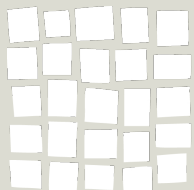
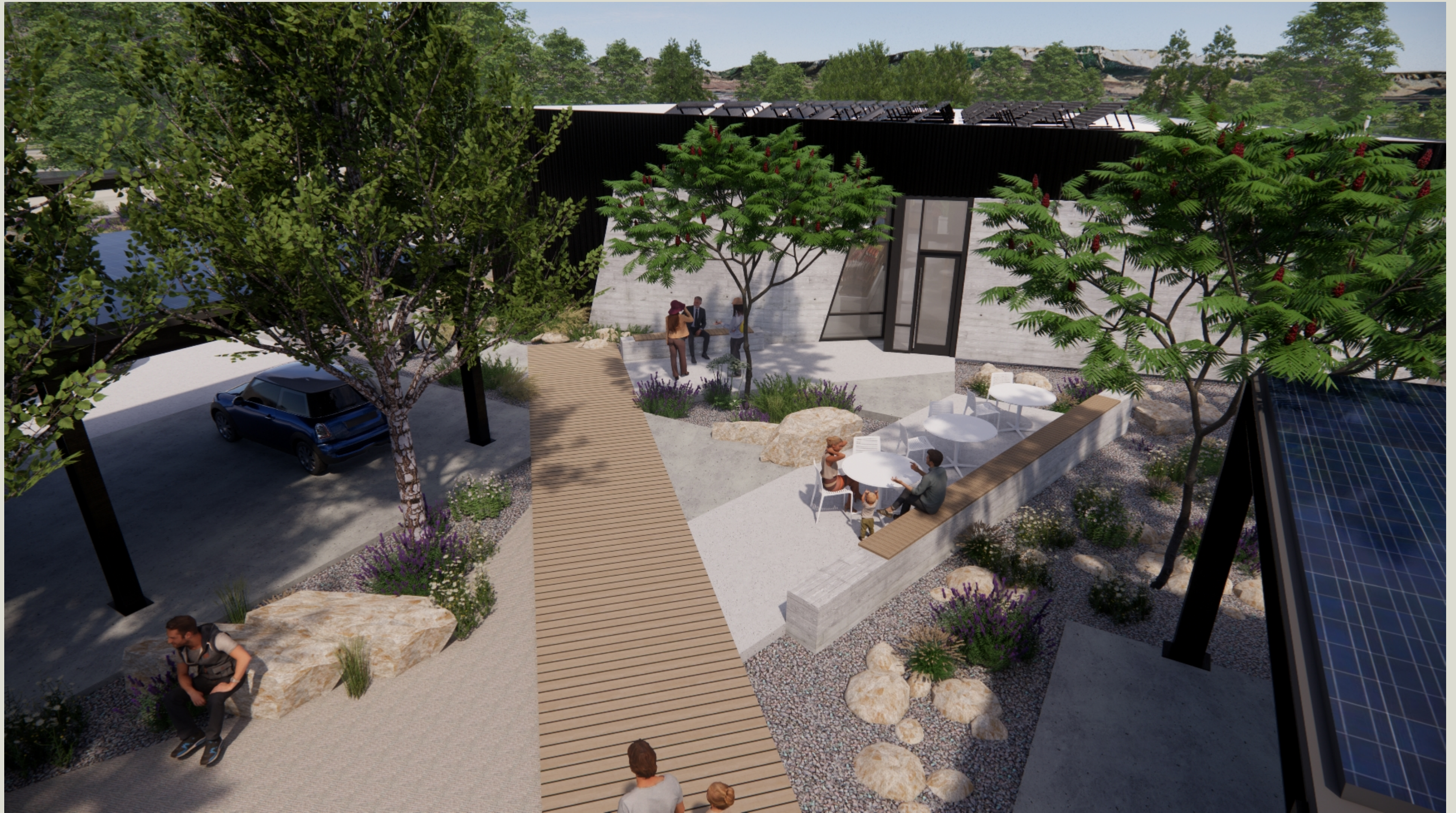


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

A-12

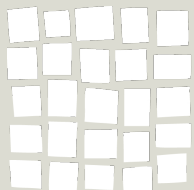


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

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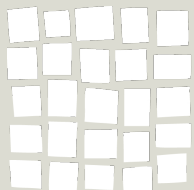


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

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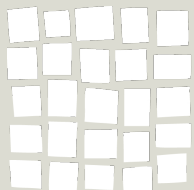


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

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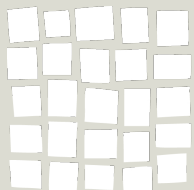


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
ARCHITECTURAL RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

A-16

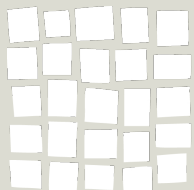


DAVIS
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ARCHITECTS

ASTERA - SILT, COLORADO
INTERIOR RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

A-17

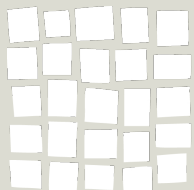


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PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
INTERIOR RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

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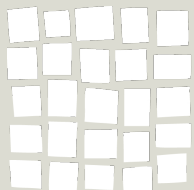


DAVIS
PARTNERSHIP
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ASTERA - SILT, COLORADO
INTERIOR RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

A-19

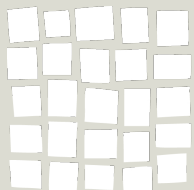


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ASTERA - SILT, COLORADO
INTERIOR RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

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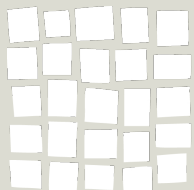


DAVIS
PARTNERSHIP
ARCHITECTS

ASTERA - SILT, COLORADO
INTERIOR RENDERING

PROJECT NO: 23016.00.000
ISSUE DATE: 02.22.2024
SCALE:

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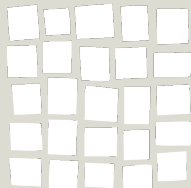


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ASTERA - SILT, COLORADO
INTERIOR RENDERING

PROJECT NO: 23016.00.000
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SCALE:

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ARCHITECTS

ASTERA - SILT, COLORADO
INTERIOR RENDERING

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ISSUE DATE: 02.22.2024
SCALE:

A-23

ASTERA

regenerating the earth responsibly

Thank you!

davis partnership architects

Flock Safety + CO - Silt PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Will Nobles
will.nobles@flocksafety.com
2058215424

flock safety



EXHIBIT A
ORDER FORM

Customer:	CO - Silt PD	Initial Term:	24 Months
Legal Entity Name:	CO - Silt PD	Renewal Term:	Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	231 N 7th St Silt, Colorado 81652	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00

Subtotal Year 1:	\$16,750.00
Annual Recurring Subtotal:	\$15,000.00
Estimated Tax:	\$0.00
Contract Total:	\$31,750.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$16,750.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$31,750.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

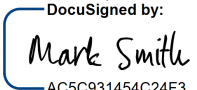
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description


FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

DocuSigned by:

AC5C931454C24F3...
By: _____
Name: Mark Smith
Title: General Counsel
Date: 2/2/2024

Customer: CO - Silt PD

DocuSigned by:

0DEF81FC76C3412...
By: _____
Name: Matthew Gronbeck
Title: Assistant Chief of Police
Date: 2/1/2024
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 01 day of February 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“***Retention Period***”). Authorized End Users will be required to sign up for an account and select a password and username (“***User ID***”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “***Support Services***”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Customer Implementation Guide

Law Enforcement



flock safety

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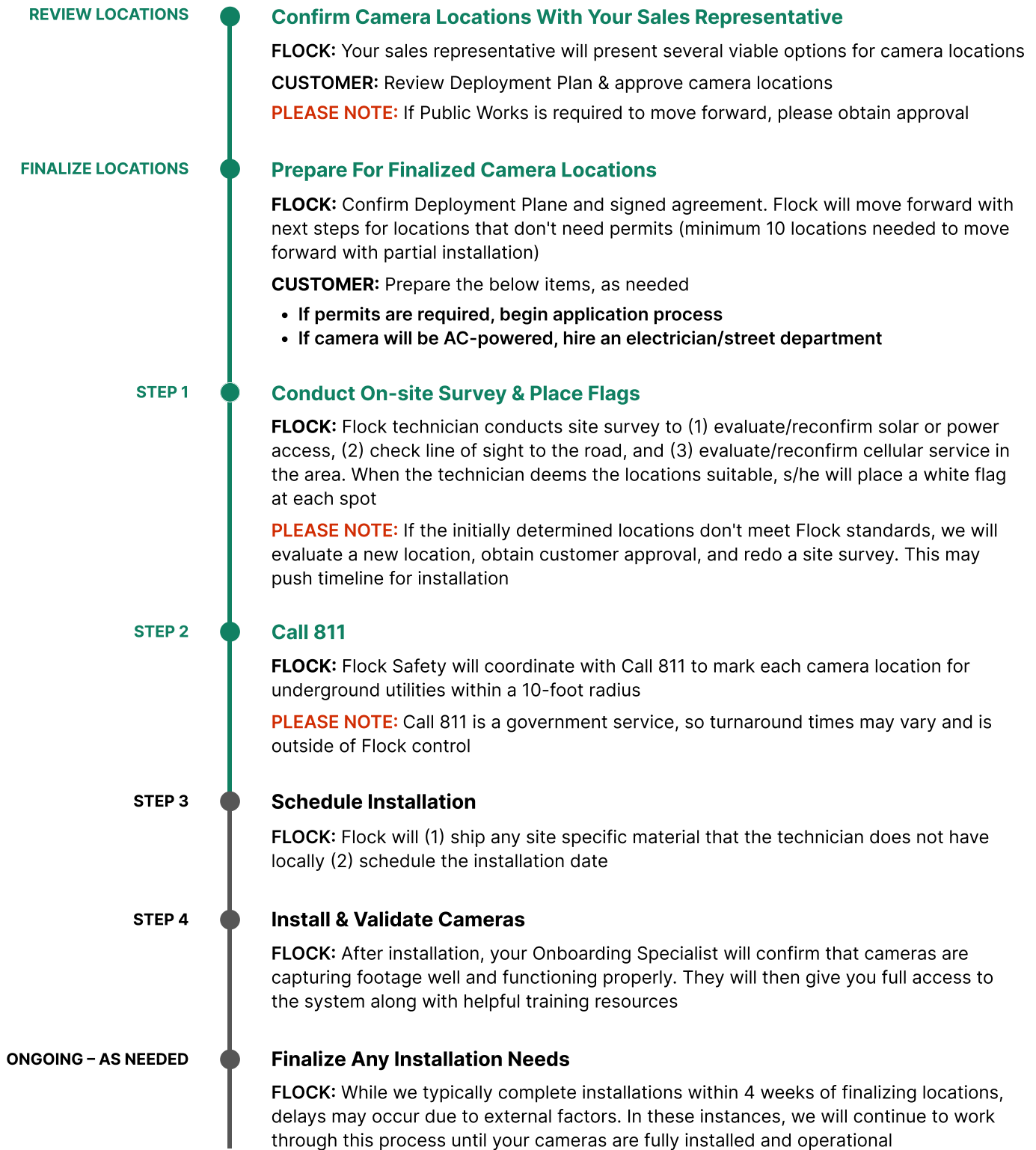
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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How They Will Support You
<div></div> <div>Project Manager</div>	<p>Your Project Manager is your primary contact during camera installation.</p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
<div></div> <div>Field Operations Team</div>	<ul style="list-style-type: none">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.• *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How They Will Support You
<div></div> <div>Customer Success Manager</div>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none">• Set up Account Training• Understand benefits of features• Learning best practices for getting relevant data• Identifying opportunities to expand the security network in your area• Provide feedback on your partnership with Flock
<div></div> <div>Flock Safety Support</div>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none">• Request camera maintenance• Troubleshoot online platform• Contract / Billing questions• Update account information• Camera Sharing questions• Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

Electrician Handout

Electrician Installation Steps

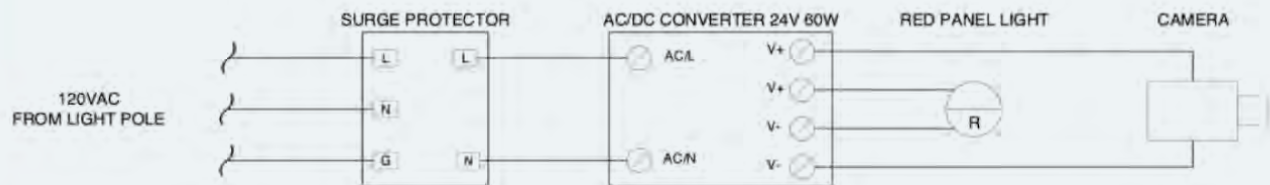
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review Fees Sheet For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.

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.

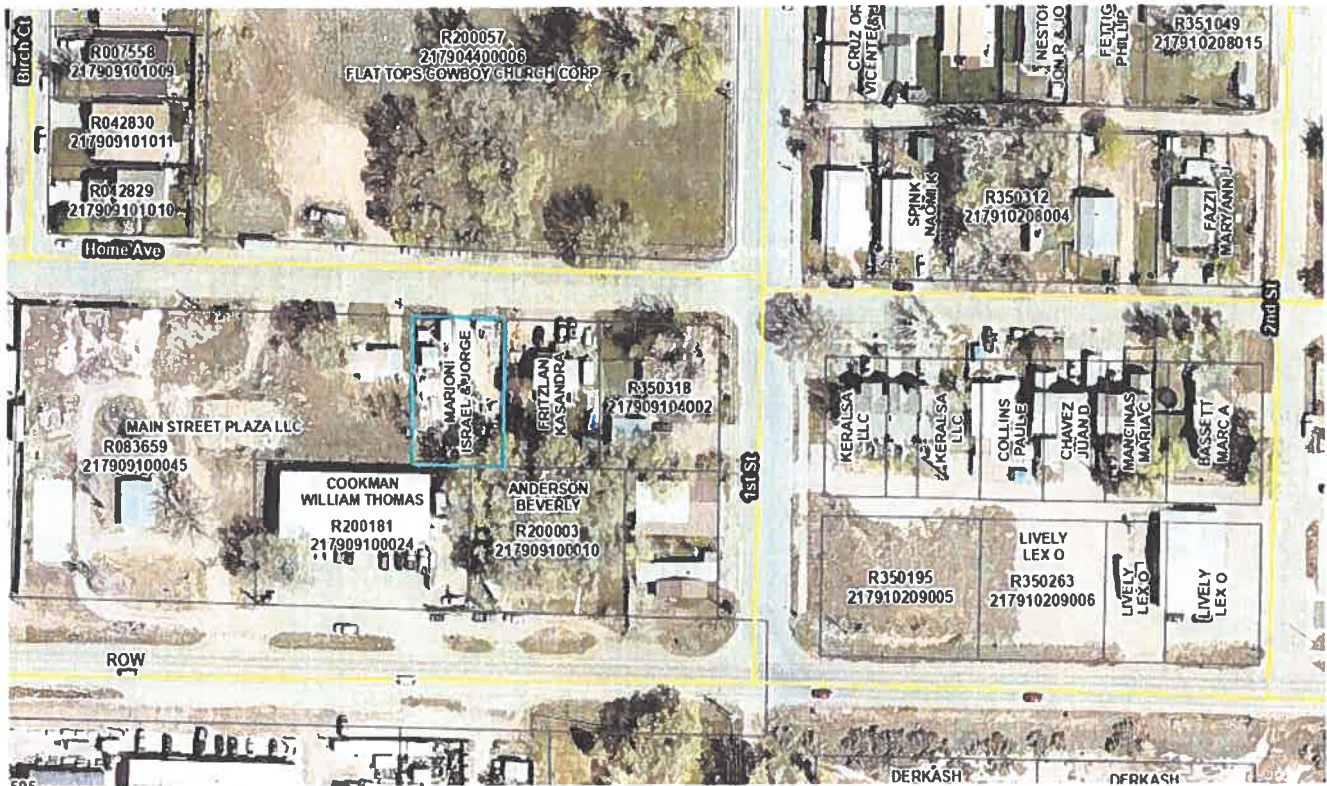
The Property

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:

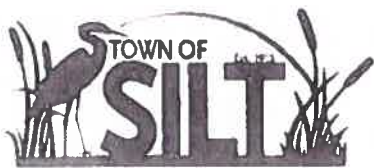
1. That all statements made by the applicant both in the application and in any meetings before the Planning and Zoning Commission be considered conditions of approval, unless modified in any subsequent conditions.
2. That the applicant provides any additional requested documents and pay any remaining 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: R 2

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 4740

Company: James Jackson Romeo Fax: _____

Address: 131 River Vista Blvd Greenwood 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.

Name (printed) Jorge Marioni

Address 27653 Highway 6 #1208 Rifle CO 81650

Phone 970-274-3641 Fax _____

Signature [Signature]

Type of Identification CO ID

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.

[Signature]

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 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)

27653 Hwy 6 #1208

Rifle Co 81650
Address

970-274-6559
Phone

Fax _____
Signature [Signature]

Co DL
Type of Identification

Garfield
County of

CO
State of

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 Marioni
Name (printed)

27653 Hwy 6 #1208

Rifle Co 81650
Address

970-274-3641
Phone

Fax _____
Signature [Signature]

ss.



Authorized Representative

I/We further permit Jorge Martinez 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 Martinez
Name (printed)

27053 Hwy 6 #108
RIE CO BLVD
Address

970-274-3041
Phone

Jorge Martinez
Fax

[Signature]
Signature

Type of Identification

County of El Paso

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

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

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.

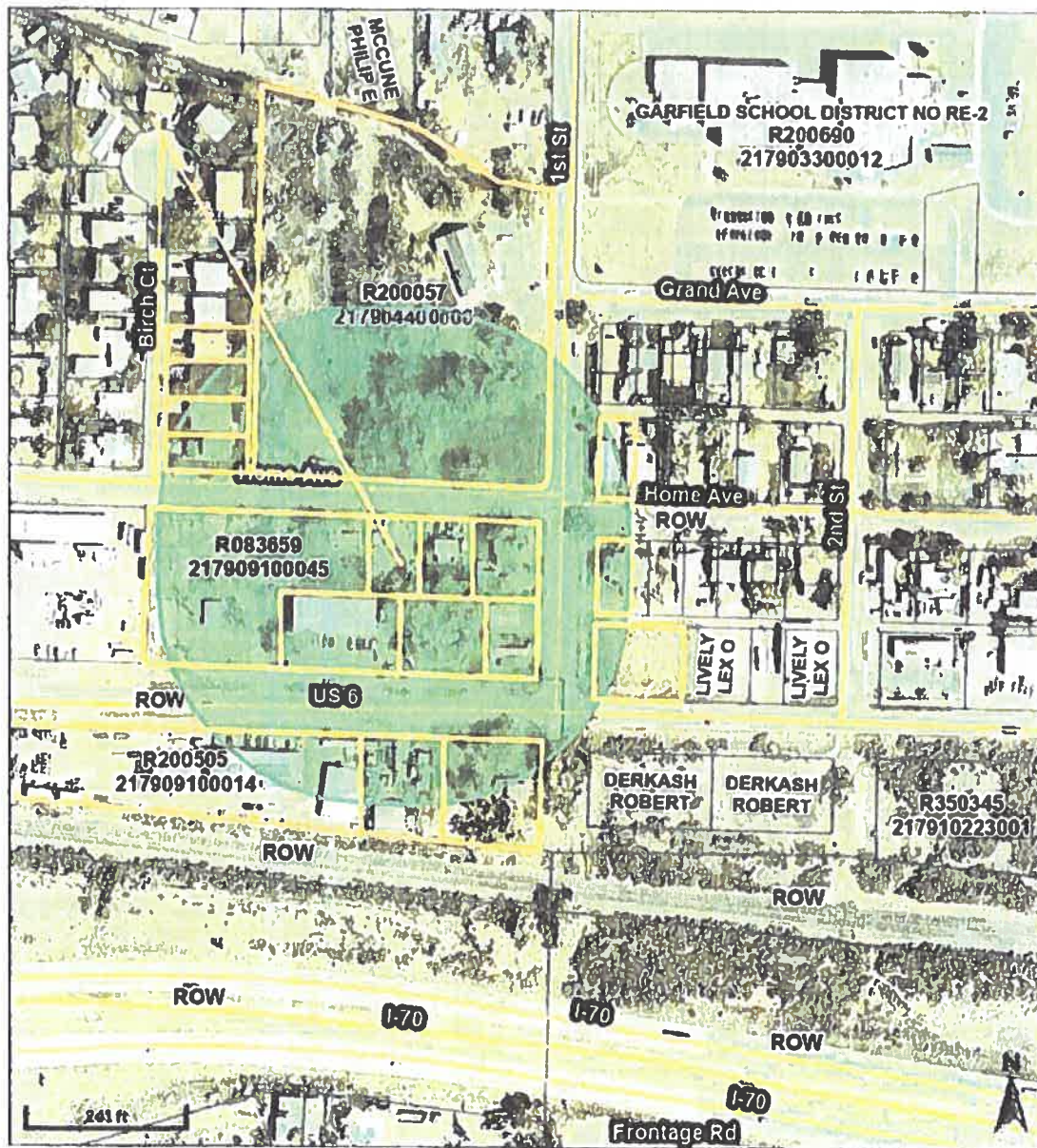
With annexation they would be able to tap into the township water and sewage system thereby eliminating the septic and leach field and hence the hazard it would introduce to the area.

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.



Overview

Legend

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

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)

) §

COUNTY OF GARFIELD)

Affiant, L. L. L., 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 October, 2023.

[Signature]

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, 2023, by

WITNESS my hand and official seal.

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

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

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:

122 West Main Street, Silt, Colorado

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

Signed this 13 day of October, 2023.



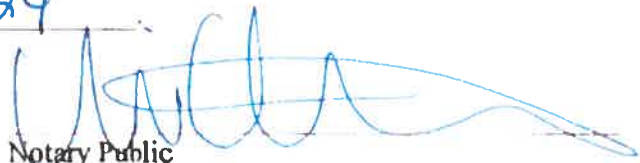
STATE OF COLORADO)
COUNTY OF GARFIELD) §

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




Notary Public

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.

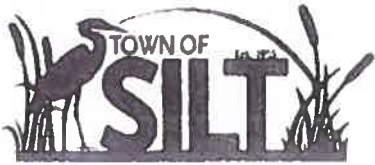
Its current use had been as a storage facility for JJJ Construction.

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 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: MARLODI Project Description: Build Single Family Home
 Owner's Name: ISAAC MARLODI Owner's Number: 910.274.6551 Owner's Email Address: ITJ CONSTRUCTION@GMAIL.COM
 Address: 129 W. HOME AVE. S.K. CO Parcel ID Number: 2190910000006
 Legal Description (attach additional sheets if necessary): Section 9 Township: 6 Range: 92 Beg. at a point where (page, 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 YARLOO Phone: 970-274-6559
Company: JJI Construction Fax: _____
Address: 129 W. Howe Ave. St. Co.
Authorized Rep. Name: Steve Wasek Phone: 970-710-0360
Company: _____ Fax: _____
Address: 53 VALLEY OF CARBONDAKE CO 81623
Billable Party Owner Israel YARLOO 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 YARLOO
Address: 129 W. Howe Ave. St. Co.
Phone: 970-274-6559 Email: JJI Construction 0812 @ GHA/ Con.
Type of Identification: Colorado Drivers License Identification Number & Expiration: 95-181-0543 exp 21216
Signature: _____ Date: SEP 26 2023

County of Garfield)
State of Colorado)

§

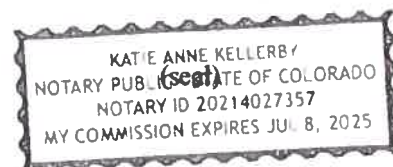
Sworn to and subscribed before me this 26 day of SEP 2023
(Day) (Month) (Year)

By Katie Kellersby
(Notary Name)

Witness my hand and official seal

Katie Kellersby
(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 Marion / Jorge 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)

Jorge Marion
Name (printed)

129 W. Howe Ave. S.H Co
Address

Same
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 Marion and Jorge Marion
(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 Marioni / Jorge Marioni / 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.

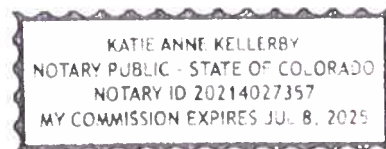
Sworn to and subscribed before me this 26th day of September, 2023
(fill in day) (fill in month) (fill in year)

By Israel Marioni
(name printed)

Witness my hand and official seal.

Katie Kellerby
Notary Public

My Commission expires: July 8th 2025



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

**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 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.

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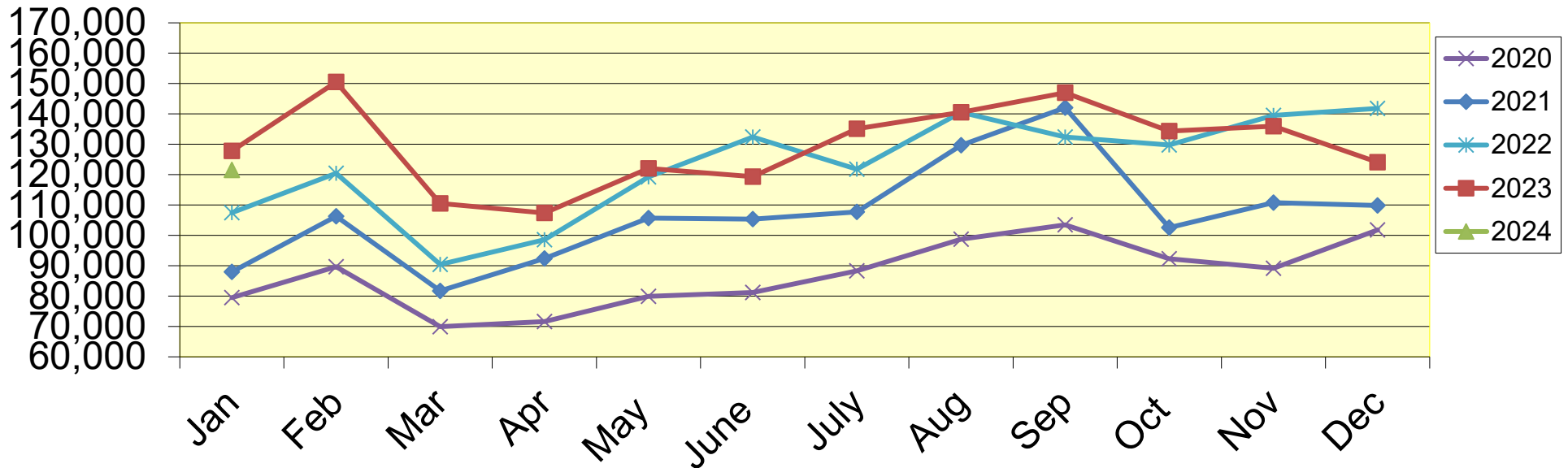
REQUIRED 1/6th CONTIGUOUS BOUNDARY IN TOWN LIMITS IS THREE SIDE; NORTH, WEST AND EAST, EQUALLY APPROXIMATELY 300 FEET.

Town of Silt

Month Town Received Funds

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
2020	79,495	89,702	69,937	71,613	79,900	81,218	88,277	98,766	103,464	92,270	89,183	101,808	1,045,633
2021	87,992	106,303	81,733	92,390	105,699	105,337	107,768	129,723	142,057	102,590	110,788	109,873	1,282,253
2022	107,452	120,470	90,424	98,562	119,243	132,384	121,773	140,529	132,355	129,730	139,522	141,817	1,474,261
2023	127,798	150,495	110,482	107,367	122,093	119,347	135,129	140,497	146,970	134,306	135,967	124,096	1,554,547
2024	121,524												121,524

Sales Tax Collected 2019-2023



increase/
decrease

Y-T-D		Total	%
1,045,633	2020	1,045,633	20
1,282,253	2021	1,282,253	22.63
1,474,261	2022	1,474,261	14.9
1,554,547	2023	1,554,547	5.5
121,524	2024	121,524	5.1

*** \$81,291 from October 2020 tax was remitted by mistake. This amount was deducted from the remittance for the month of January 2021. I have posted numbers in those respective months that reflect the actual/real revenues for comparison purposes.

Town of Silt Monthly Financial / Cash Flow Report

January 2024 (8% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Current Fund Balance
General Fund	347,443	5,909,498	5.9%	355,033	7,890,370	4.5%	-7,590	5,986,667
Conservation Trust Fund	480	51,800	0.9%	5,764	21,800	26.4%	-5,284	142,875
Water & Wastewater Fund	2,015,035	23,184,915	8.7%	283,371	22,667,508	1.3%	1,731,664	3,145,303
Irrigation Fund	23,051	333,000	6.9%	42,759	417,426	10.2%	-19,708	375,262
Victim Assistance Fund	0	11,000	0.0%	10,000	15,300	65.4%	-10,000	30,441
Beautification Fund	6,849	150,040	4.6%	0	130,000	0.0%	6,849	335,874
Park Impact Fund	14,330	66,050	21.7%	0	0	-	14,330	205,129
Construction Impact Fund	5,599	35,000	16.0%	7,750	10,000	77.5%	-2,151	39,499
Silt Housing Authority	25,510	308,400	8.3%	41,326	409,400	10.1%	-15,816	257,395
Economic Devel. Revolving	0	22,000	0.0%	0	16,288	0.0%	0	56,327
Total	2,438,297	30,071,703		746,003	31,578,092		1,692,294	10,574,772

	YTD Revenue	% of Budget
Sales Tax	121,523	8.7%
Use Tax	50,607	12.7%

	YTD Revenue	% of Budget
Trash Service Fees	39,628	8.8%
Water Service Fees	164,585	11.2%
Wastewater Service Fees	108,751	8.8%
Irrigation Fees	23,051	8.5%

Town of Silt Finance Report

Month: January 2024 (8% of year has elapsed)

General Fund

Revenue	\$	347,443	5.9%
Expenditures	\$	355,033	4.5%

General Fund Revenue

Sales Tax:	\$	121,523	8.7%
Use Tax:	\$	50,607	12.7%

Funds Report

Water/Wastewater:

Revenue	\$	2,015,035	8.7%
Expense	\$	283,371	1.3%

Irrigation:

Revenue	\$	23,051	6.9%
Expense	\$	42,759	10.2%

Silt Housing Authority:

Revenue	\$	25,510	8.3%
Expense	\$	41,326	10.1%

Investments

Cash:	9,169,992
Checking:	565,832 ANB
Money Market:	1,648,856 ANB
CSafe 01	542,347 CSafe
CSafe 02	4,773,165 CSafe
Csafe 03	640,757 CSafe
ColoTrust Gen Fund	38,751 ColoTrust
ColoTrust W/WW	871,665 ColoTrust
ColoTrust Housing	127,412 ColoTrust
Utilities Cash Clearing:	(6,095)
A/R Cash Clearing	3,500
Court Cash Clearing	(9,506)
Returned Check Clearing:	308
W/WW Reserved Cash:	(27,000)



Date: February 26, 2024
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities and initiatives:

Trey Fonner Resignation: I have reluctantly accepted Trey's resignation, effective March 22, 2024. We all wish Trey the very best for his new life in Oklahoma. Trey stated in his letter that, after his departure, he is willing to help wrap up his responsibilities here (Silt Water Treatment Plant) and train others, as necessary.

Housing Grant: I've attached the award letter for the EIAF grant that we received this week. The \$67,500 grant is intended to help us conduct a Housing Needs Assessment (HNA). The HNA will identify and prioritize housing needs, review land use codes and make recommendations on changes needed for the types of housing development, density, and size of homes identified for the region to help address the critical need of workforce housing. Housing challenges are an increasing reality in our valley and Town faced by local residents working in local schools, construction, public safety, medical services, restaurants and small retailers, and public water, wastewater and electric services. It is good that Town officials and residents work to get ahead of the wave that is likely to be coming our way and to address these challenges and provide quality housing opportunities for these people.

RREDC Annual Report: I've included a copy of the Rifle Regional Economic Development Corporation's Annual Report for your reading pleasure. Trustees will recall that the RREDC is the umbrella organization of the Colorado River Economic Development Partnership, of which the Town of Silt is a founding member.

"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 or Sheila and we will RSVP for you.



COLORADO
Department of Local Affairs
Division of Local Government

February 21, 2024

The Honorable Keith Richel, Mayor
Town of Silt
P.O. Box 70
231 N. 7th Street
Silt, CO 81652

RE: EIAF 9805 MHN Silt Housing Needs Assessment

Dear Mayor Richel:

Congratulations! After thorough review, I am excited to offer a grant award in the amount of \$67,500 to assist with the above mentioned project.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, resiliency and readiness to go. Competition for these limited funds is intense and we are seeing great demand.

DOLA is excited to support your planning effort examining affordable housing solutions in the Town of Silt. The More Housing Now Initiative is designed to fund those local governments who promote affordable housing development through close partnership, incentives, land use regulations, and/or other support for affordable housing projects in their communities. As always, DOLA staff is available to provide assistance and aid the Town in strategy evaluation work.

These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Dana Hlavac, at 970-903-0230 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project. Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

Maria De Cambra
Executive Director

cc: Perry Will, State Senator
Elizabeth Velasco, State Representative
Jeff Layman, Town of Silt
Dana Hlavac, DOLA

Governor Jared S. Polis | Maria De Cambra, Executive Director | Chantal Unfug, Division Director
1313 Sherman St., Room 315, Denver, CO 80203 P 303.864.7710
F 303.864.7719 www.dola.colorado.gov

Strengthening Colorado Communities





RREDC
RIFLE REGIONAL

economic
development
corporation

2023 Annual Report

Prepared by

Alicia Gresley
Kari Slappey
Rifle Regional Economic
Development Corp

A Year's Overview

RREDC HIGHLIGHTS

As 2023 draws to a close, the Rifle Regional Economic Development Corporation (RREDC) proudly reflects on a year marked by substantial progress, remarkable achievements, and steadfast community support. In the face of challenges, our organization continued to champion economic growth, innovation, and collaboration within the Rifle community.

1. Rifle CoWork and Post-Pandemic Recovery:

One of the standout accomplishments of 2023 was the significant expansion of our CoWork space. In the wake of the pandemic, our CoWork facility emerged as a beacon of hope, offering a safe and flexible environment for remote workers and entrepreneurs. We are delighted to report a substantial increase in CoWork members as more individuals embraced the benefits of collaborative workspaces. We are seeing local start ups begin their business journeys at the CoWork and grow to have a larger impact on the community. We hope the CoWork space becomes a blueprint for multiple business incubators in the region.

2. Chamber of Commerce Becomes Our Resident Tenant:

A pivotal moment in our journey this year was the Chamber of Commerce becoming our resident tenant. Their presence in our space has further enriched our collaborative ecosystem, fostering a spirit of camaraderie and mutual support. We are hopeful that this partnership will bolstered networking opportunities, encourage synergistic initiatives, and reinforced our commitment to empowering local businesses.

3. Launching the Colorado River Valley Economic Development Partnership (CRVEDP)

In 2023, RREDC took a significant step towards regional collaboration by spearheading the launch of the Colorado River Valley Economic Development Partnership (CRVEDP). This momentous initiative aims to synergize efforts across the region, pooling resources, knowledge, and expertise to drive economic development initiatives that benefit the entire Colorado River Valley.

4. Cultivating Community Vibrancy: Celebrating the Success of Supported Programs

In 2023, RREDC celebrated not only its own achievements but also the remarkable success of programs it supported, underscoring our commitment to fostering community vibrancy. Two standout initiatives, the Rifle Farmers' Market and RAMBO (Rifle Area Mountain Biking Organization), have flourished, becoming integral parts of Rifle's cultural fabric. Read about their updates further in the report.

5. Buckhorn Property

RREDC remains the owner of a large piece of property located on Buckhorn Drive in Rifle South. We currently lease it to the City of Rifle as open space and allows the property to be exempt from property taxes. In 2023 Xcel Energy paid a \$21,000 fee for an easement through the property. These funds will be used to fund operations in 2024.

Looking Ahead:

As we reflect on these successes, we are inspired to continue our support for initiatives that enrich our community. These programs serve as a testament to the potential of collaborative efforts, showcasing what can be achieved when communities come together.

In the year ahead, RREDC remains steadfast in its dedication to fostering similar initiatives, empowering local businesses, and enhancing the overall quality of life for the residents of Rifle and the surrounding areas.

Thank you for being a part of our journey. Together, we have built a stronger, more vibrant community, and with your continued support, we are poised to achieve even greater milestones in the years to come.

Warm regards,

Michael Langhorne

President Rifle Regional Economic Development Corp

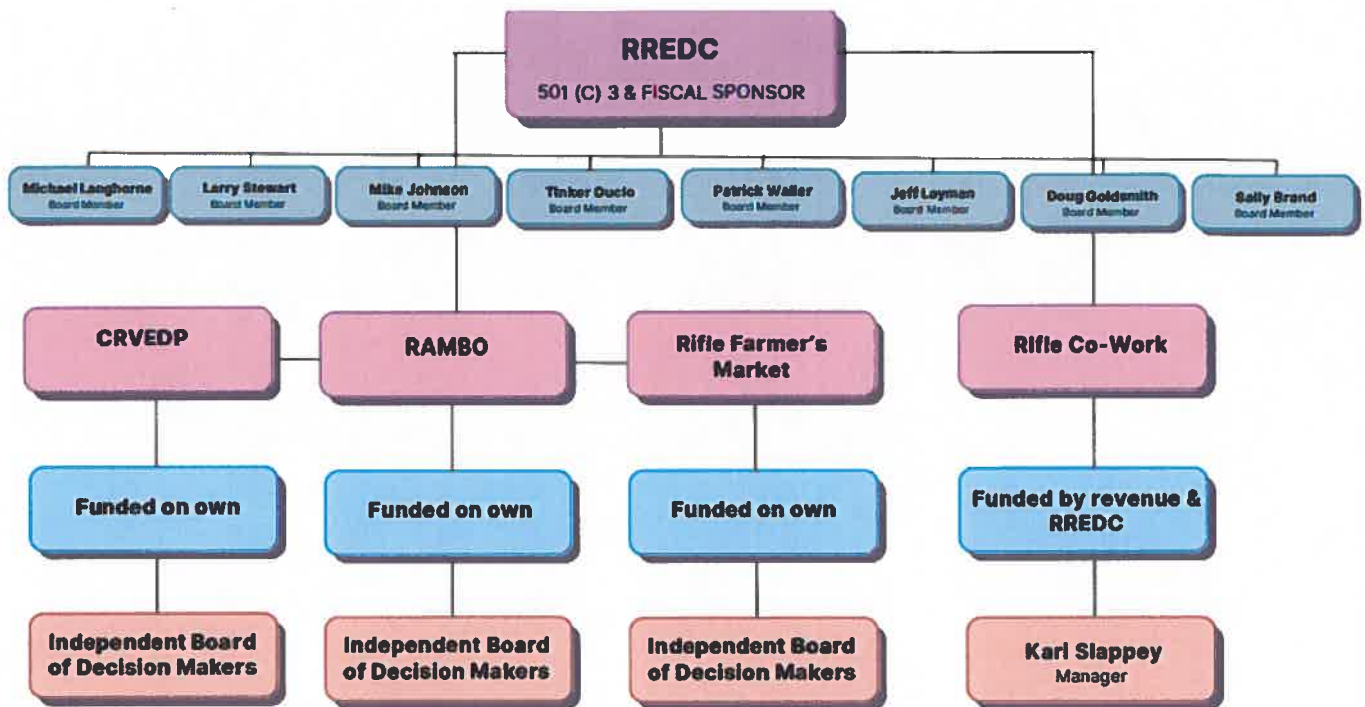
RREDC FINANCIALS

2023 Balance Sheet

	Dec 31, 23	Dec 31, 22
ASSETS		
Current Assets		
Checking/Savings		
Alpine - EDP	4,968.58	0.00
Alpine - Farmers Market-0460	18,130.42	8,228.07
Alpine Bank - RAMBO-7947	10,149.55	773.02
Alpine Checking / 1414016580	164,669.71	131,981.81
Total Checking/Savings	197,918.26	140,982.90
Accounts Receivable		
Accounts Receivable	700.00	700.00
Total Accounts Receivable	700.00	700.00
Other Current Assets		
Damage Deposit - 144 E 3rd St.	2,900.00	2,900.00
N/R Capitol Deli	18,964.51	18,964.51
N/R Restaurant Modification Loan	0.00	32,676.17
N/R SB Loan Receivable - Silt	0.00	6,000.00
N/R SB Loan Receivable - Rifle	0.00	23,000.00
N/R Western Slope Investments	847.61	847.61
N/R Whistle Pig Coffee Stop	2,586.13	2,586.13
Total Other Current Assets	25,298.25	86,974.42
Total Current Assets	223,916.51	228,657.32
Fixed Assets		
Accumulated Depreciation	-2,463.00	-2,463.00
Furniture and Equipment	15,200.00	15,200.00
Land	10,000.00	10,000.00
Rambo - Shade Structure	12,850.00	12,850.00
Total Fixed Assets	35,587.00	35,587.00
TOTAL ASSETS	259,503.51	264,244.32
	Dec 31, 23	Dec 31, 22
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	229.11	-1,200.00
Total Accounts Payable	229.11	-1,200.00
Other Current Liabilities		
City of Rifle Emergency Fund	0.00	23,000.00
City of Rifle Emergency Fund #2	6,895.00	6,895.00
Payroll Liabilities		
CWT Payable	33.00	45.00
FICA Payable	4.98	0.00
FWT Payable	-1.00	0.00
Medi Payable	25.12	0.04
Payroll Liabilities - Other	13.50	0.00
Total Payroll Liabilities	75.60	45.04
Restaurant Modification Loan	0.00	32,676.17
Rifle Relief Grant	18,000.00	18,000.00
Town of Silt Emergency Fund	0.00	6,000.00
Total Other Current Liabilities	24,970.60	86,616.21
Total Current Liabilities	25,199.71	85,416.21
Total Liabilities	25,199.71	85,416.21
Equity		
Restricted Assets - Grant	25,000.00	25,000.00
Unrestricted Net Assets	153,828.11	145,125.34
Net Income	55,475.69	8,702.77
Total Equity	234,303.80	178,828.11
TOTAL LIABILITIES & EQUITY	259,503.51	264,244.32

RREDC FINANCIALS *2023 Budget & Actuals*

Budgeted Income	\$104,200.00	
Actual Income	\$114,822.00	
Budgeted Expense	\$90,700.00	
Actual Expense	\$83,895.52	
Net Income- Budgeted/Actual	(\$6,500)	\$30,926.00
	Budgeted	Actual
REVENUE		
Membership Dues - Private	\$20,000.00	\$11,500.00
Membership Dues - Municipal	\$16,000.00	\$30,000.00
Garfield County	\$20,000.00	\$20,000.00
Interest Income	\$200.00	\$0.00
Grants / Donations	\$0.00	\$0.00
Coworking Revenue	\$28,000.00	\$32,322.00
Other/Easement	\$0.00	\$21,000.00
Contributions/Reimbursements	\$20,000.00	\$20,000.00
Total	\$104,200.00	\$114,822.00
EXPENSES		
Salaries & Wages	\$15,500.00	\$12,116.03
Contract Services	\$0.00	\$3,692.00
Accounting fees	\$4,000.00	\$2,919.25
Rent & Utilities & Mnt	\$33,500.00	\$33,275.00
Loan Payment	\$0.00	\$0.00
Operations/Insurance	\$10,000.00	\$1,295.46
Equipment/Furniture	\$0.00	\$0.00
Marketing & Advertising	\$750.00	\$609.47
Meetings & Events - Hosted	\$1,200.00	\$31.99
Conferences & Training	\$0.00	\$55.00
Website Development & Fees	\$750.00	\$1,566.88
Supplies, Etc.	\$4,500.00	\$7,565.43
Program Development & recruitment	\$0.00	\$0.00
Contributions	\$20,000.00	\$20,000.00
Contingency	\$0.00	\$0.00
Membership Dues/Registration Fees	\$500.00	\$429.88
Interest expense/Bank Charges	\$0.00	\$339.13
Total Expense	\$90,700.00	\$83,895.52



Thank you to our 2023 Investors

City of Rifle
Alpine Bank
Mountain Waste
Bookcliffs Surveying
Karp Neu Hanlon Law Firm
Align Multimedia
Savage Land Co.
Grand River Health
Xcel Energy
Garfield County Board of Commissioners

CRVEDP - THE PARTNERSHIP

In 2021 the 4 town/city managers from New Castle, Silt, Rifle & Parachute came together to commit to a regional approach to Economic Development. The notion was that rising tide lifts all boats and we need to work together to develop short and long term strategies to diversify economy in our region. Invested partners include Hurst Initiative, Colorado Workforce, AGNC, area business partners, Colorado Mountain College, SBDC, OEDIT.

Short and long term vision is to provide resources and assistance to existing local business to help them grow and prosper as well as focus on a regional approach better suited to attracting new businesses

Providing Funding for CRVEDP:

Understanding the critical importance of this partnership, RREDC committed substantial funding to kick-start CRVEDP's activities. Over the course of 2 years RREDC committed \$30,000 to the Partnership. This financial support was not just an investment; it was a testament to our belief in the power of collaboration. By providing the necessary resources, we paved the way for innovative projects and strategic endeavors that will transform the economic landscape of the entire region.

Anticipating ROI through Collaborative Efforts:

Investors, both within our community and beyond, can look forward to a promising ROI (Return on Investment) through their support for CRVEDP. The collaborative projects initiated under this partnership are designed to yield tangible results, not just in the short term but also in the years to come. By combining our strengths, leveraging diverse talents, and fostering a spirit of cooperation, CRVEDP is poised to attract businesses, create employment opportunities, and enhance the quality of life for residents throughout the region.

Bringing Better Jobs Closer to Home:

One of the core missions of CRVEDP is to bring Better Jobs Closer to Home. By attracting businesses and industries that align with the skills and aspirations of our workforce, we are not just creating employment opportunities but also ensuring that individuals can pursue meaningful careers without having to relocate. This strategic focus on local job creation is not only economically sound but also socially impactful, fostering a sense of pride and stability within our communities.

Partnership Accomplishments in 2023

- Established By-Laws and Code of Ethics
- Voting board of up to 13 members; two representatives from each municipality a public and private
- Up to 5 regional voting members currently consisting of AGNC, Garfield County Libraries, Real Estate Property Professionals, Colorado Mountain College & Garfield County.
- Funding for 2024 and applying for grants
- Planning for the future with data collection and strategic planning in the spring

Vision for 2024

Continue to build on momentum and be aggressive in applying for grant funding
Complete strategic planning
Plan for and recruit an Executive Director who will be set up to carry out the plan of the Partnership in years to come



RIFLE COWORK



2021- 57 new members joined as either community members or paying memberships

2022- 77 new members joined as either community members or paying memberships

2023- 94 new members joined as either community members or paying memberships as of October 31st

Year to date the CoWork has seen almost two dozen new flex desk memberships and as many drop-in members. There has also been as many as four dedicated desks in use during our peak months.

We have also seen an increase in conference room rentals from the general public. Mostly these rentals have been for trainings, meetings and real estate closings.

We also have several start-up businesses using the space as well as businesses looking for a more permanent location but are able to operate out of the CoWork while they prepare for that transition.

The CoWork is excited to begin offering educational programs to our members as well as to the business community. Partnerships are being developed with the SBDC, Garfield Public Library, Colorado Mountain College and the Colorado Northwest Workforce Center to provide the most up to date information on business related topics.

Earlier this year we partnered with CHFA for a lunch and learn and recently provided a SBDC webinar on Exit Strategy planning.

We are looking forward to future collaborations with the Colorado River Valley Chamber of Commerce.

Regards,

Kari Slappey
Rifle CoWork Manager



RIFLE FARMERS' MARKET 2023

FARMERS' MARKET 2023

In 2023 the Rifle Farmers' Market averaged around 250 people each night for the Friday Night Market. The market runs from mid-June through Labor Day weekend. The impact of the market is in community spirit and vitality; it brings people together and gives community members the opportunity to buy artisan goods, fresh produce and relax in the park on a Friday after a work week. It helps promote small business in our region and sales tax revenue.

We continued our Artisan Nights on the last Friday of each month (Arabian Nights) where artists are able to drop in for \$25. The Sprouts Corner promoting STEAM related activities for children was well received and attendees enjoyed the music and food offerings.

The end of season Farm to Table dinner at Bookcliff Arts was a huge success and we served 105 attendees under a warm September evening. Combined with market funds we cleared over \$5000. Thank you to all of our 2023 sponsors.

For the 2024 season we will be focusing on securing a variety of food vendors as well as more produce vendors. Beer and wine sales continue to be popular and proceeds benefit education for women through PEO Chapter JJ in Rifle.

We are working to be more self sustainable and anticipate that we will not need to request grant money from VIF next season.

Thank you -

Helen Rogers &
Rifle Farmers' Market Board



RAMBO 2023



Since 2010, RAMBO has been organizing rides, promoting, and advocating for mountain biking and trail building in the greater Rifle area. We engage and lead the community in building and maintaining quality mountain bike-specific and multi-use, non-motorized trails, encouraging active lifestyles, healthy living, and environmental stewardship.

In 2023, RAMBO continued to make headway on the crown jewel of our local trails, the Grand Hogback Trail System. In the spring, we held a season-opening celebration after the winter closure and performed maintenance on the trails. Several new family-friendly loops in the lower meadows were a hit with the kids, and further back in the system, the new Cucuy de Los Cielos trail provided whoops and hollers from more advanced riders.

RAMBO was also the generous recipient of a portion of the funds generated from a local trails festival.

Over the summer, RAMBO held two group rides in conjunction with the Rifle Farmers Market, and worked with the City of Rifle to make improvements at the in-town Highlands Trails.

In October, RAMBO's 3rd Annual Grand Hogback Extravaganza saw a record number of riders turn out to ride our trails and explore Rifle. A total of 75 participants, 49 adults and 26 kids, filled our parking lot on a beautiful October day. Designed as a ride, not a race, our annual fundraising event encourages people of all shapes and sizes to come and enjoy the trails.

Three new trails at the Grand Hogback are also anticipated to be completed near the end of our 2023 season. Upper Wall Street, C.L. Smooth, and Pete Rock. Pete Rock will be the most technically advanced trail at the Grand Hogback and we are eager to further show off the unique topography that makes the Grand Hogback such a special place.

Regards,

Lindsey Williams
President
Rifle Area Mountain Bike Organization

THANK YOU & SEE YOU IN 2024!





February 17, 2024

News You Can Use

Happy Presidents' Day!



In observance of the holiday,
Town Hall will close Friday, February
16th @ 3:00 & Closed Monday, February
19th for Presidents Day.



Reopening Tuesday, Feb 20th
@ 8:00 AM

Happy Presidents' Day Weekend, Silt!

Presidents' Day is a federal holiday celebrated on the third Monday in February; Presidents' Day 2024 will occur on February 19. Originally established in 1885 in recognition of President George Washington, the holiday became popularly known as Presidents' Day after it was moved as part of 1971's Uniform Monday Holiday Act, an attempt to create more three-day weekends for the nation's workers. While several states still have

individual holidays honoring the birthdays of Washington, Abraham Lincoln and other figures, Presidents' Day is now popularly viewed as a day to celebrate all U.S. presidents, past and present.

¡Feliz fin de semana del Día de los Presidentes, Silt!

El Día de los Presidentes es un feriado federal que se celebra el tercer lunes de febrero; El Día de los Presidentes 2024 tendrá lugar el 19 de febrero. Originalmente establecido en 1885 en reconocimiento al presidente George Washington, el feriado se conoció popularmente como el Día de los Presidentes después de que se trasladó como parte de la Ley de Feriado Uniforme de los Lunes de 1971, un intento de crear más fines de semana de tres días para los trabajadores de la nación. Si bien varios estados todavía tienen días festivos individuales en honor a los cumpleaños de Washington, Abraham Lincoln y otras figuras, el Día de los Presidentes ahora se considera popularmente como un día para celebrar a todos los presidentes de Estados Unidos, pasados y presentes.

New Silt Water Plant Groundbreaking Ceremony on March 6; Public Invited

Ceremonia de colocación de la primera piedra de la nueva planta de agua de limo el 6 de marzo; Público invitado



Join us for the official groundbreaking
of the new
Silt Water Treatment Plant
March 6, 2024—3:00 p.m.
500 River Frontage Road

Silt Town staffers and other dignitaries will be
present to describe the benefits of this project for
the citizens, merchants and guests of Silt



Easter Egg Hunt



March 30 - 9:00 A.M.
Roy Moore Field (9th & Orchard Ave.)
Ages 1-3 & 4-6
Stoney Ridge Ball Field (648 N. 7th Street)
Ages 7-9 & 10-12
No Early Birds Please!



Silt Micro Soccer

April 8th - May 24th
Boys and Girls Ages 4 - 8
U6 - 2018 and 2019
U8 - 2016 and 2017
Cost: \$50

NEW ONLINE REGISTRATION

Registration is open until April 1st, or until teams are full!
All registration is online now!! Visit www.townofsilt.org to register



For more information, please contact Town Hall at 878-2333 Ext 110

