

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

<b>ESTIMATED TIME</b>	<b>AGENDA ITEM</b>	<b>PUBLIC HEARING or ACTION ITEM</b>	<b>STAFF PRESENTOR</b>
	<b>Agenda</b>		<b>Tab A</b>
<b>7:00</b>	<b>Call to order</b>		<b>Mayor Richel</b>
	<b>Roll call</b>		
	<b>Pledge of Allegiance and Moment of Silence</b>		
<b>7:05</b>	<b>Public Comments</b> - 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		
<b>7:20 5 min</b>	<b>Consent agenda –</b> <ol style="list-style-type: none"> <li>Minutes of the December 11, 2023 Board of Trustees meeting</li> <li><b>Resolution No. 1, Series 2024</b>, A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES PER CRS SECTION 24-6-402(2)(C)</li> <li><b>Resolution No. 2, Series 2024</b>, A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING COLORADO RIVER ENGINEERING AS THE TOWN WATER ENGINEER AND MICHAEL SAWYER AS THE TOWN WATER ATTORNEY OF THE TOWN OF SILT, COLORADO</li> <li><b>Re-appointment of Justin Brintnall as the Garfield County Noxious Weed Advisory Board Representative for the Town of Silt for 2024</b></li> <li><b>Resolution No. 3, Series 2024</b>, A RESOLUTION AMENDING THE TOWN OF SILT EMPLOYEE HANDBOOK, REVISED JANUARY 2024</li> <li><b>Approval of the Garfield County Housing Authority Property Management Contract</b></li> </ol>	<b>Action Item</b>	<b>Tab B Mayor Richel</b>
<b>7:25</b>	<b>Agenda Changes</b>		
<b>7:25 10 min</b>	<b>Resolution No. 5, Series 2024</b> , A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH AN ANNEXATION PETITION FOR A PROPERTY KNOWN AS 129 WEST HOME AVENUE, SILT COLORADO	<b>Public Hearing</b>	<b>Tab C Com Dev Mgr Centeno</b>
<b>7:35 60 min</b>	<b>Flock Camera System Discussion</b>	<b>Action Item</b>	<b>Tab D Chief Kite &amp; Lt. Gronbeck</b>

<b>8:35 5 min</b>	<b>Rislende Amended Preliminary Plan Public Hearing Continuation Request to January 22, 2024</b>	<b>Public Hearing</b>	<b>Tab E Com Dev Mgr Centeno</b>
<b>8:40 5 min</b>	<b>Discussion of Lease of Town Land Agreement to Support Garfield County's Fiber Infrastructure Project</b>	<b>Action Item</b>	<b>Tab F Administrator Layman</b>
<b>8:45 5 min</b>	<b>November 2023 Financial Report</b>	<b>Info Item</b>	<b>Tab G Treasurer Tucker</b>
<b>8:50 5 min</b>	<b>Administrator and Staff Reports</b>	<b>Info Item</b>	<b>Tab H Administrator Layman</b>
<b>8:55 10 min</b>	<b>Updates from Board / Board Comments</b>		
<b>9:05 20 min</b>	<b>Executive Session – To discuss the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest under CRS Section 24-6- 402(4)(a) – Discussion on the purchase of property</b>		
<b>9:25</b>	<b>Adjournment</b>		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, January 22, 2024. Items on the agenda are approximate and intended as a guide for the Board of Trustees. "Estimated Time" is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.			

**Tentative upcoming meetings / work sessions topics:**

January 22, 2024 – Library discussion – Jamie LaRue  
TRIP and Trees Resolution – Adrian Brown  
2024 Parks Update Planning Including Center Town Home Parks Discussion  
February 5 (off Monday) – BOT / Staff Strategic Planning Session w/Dana Hlavac, DOLA

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES MEETING  
DECEMBER 11, 2023 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, December 11, 2023. Mayor Richel called the meeting to order at 7:05 p.m.

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<b>Roll call</b>	Present	Mayor Keith Richel Mayor Pro-tem Derek Hanrahan Trustee Justin Brinthal Trustee Chris Classen Trustee Samuel Flores Trustee Andreia Poston Trustee Jerry Seifert
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Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Community Development Manager Nicole Centeno, Chief of Police Mike Kite, Lieutenant Matt Gronbeck, Attorney Michael Sawyer and members of the public.

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**Pledge of Allegiance and Moment of Silence**

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**Public Comments** – There were no public comments.

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**Introduction of New Personnel**

Lieutenant Gronbeck introduced Calvin Portwood who has recently been hired stating that he would be entering the police academy in January. He also introduced Jerry Alcorta who has been brought on as a Reserve officer. The Board welcomed Mr. Portwood and Mr. Alcorta.

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**Consent Agenda –**

1. Minutes of the November 27, 2023 Board of Trustees meeting
2. **Resolution No. 37, Series 2023**, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT TO SET VARIOUS TOWN FEES AND DEPOSITS FOR JANUARY 1, 2024 TO DECEMBER 31, 2024
3. **Resolution No. 38, Series 2023**, A RESOLUTION ADOPTING A PENALTY ASSESSMENT SCHEDULE AND SCHEDULE OF ADMINISTRATIVE FEES FOR THE TOWN OF SILT, COLORADO MUNICIPAL COURT
4. Renewal of Fermented Malt Beverage & Wine Liquor License – Golden Gate Petroleum

Mayor Pro-tem Hanrahan asked to have a brief discussion on the recommended increase on speeding charges and suggested that the fees be determined by a sliding scale based on the severity. There was a consensus to approve the resolution as is but to bring this back at a future meeting to discuss in more depth during a traffic calming discussion.

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

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**Conflicts of Interest** – There were no conflicts of interest.

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**Agenda Changes** – There were no agenda changes.

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### **Silt Affordable Housing Presentation – Greg Friedman**

Administrator Layman stated that Greg Friedman and his team are present to provide a brief introduction to their proposed concept of an affordable housing plan that they would like to construct on the 15-acre parcel west of the Holiday Inn. There was discussion regarding the 192-unit plan that would consist of a master leasing program whereas the employer would then lease the units back to their employees. There was also discussion on whether this plan would offer any benefits to the Silt community or if it's just assisting the housing problem up valley.

Attorney Sawyer stated that should this project move forward it would require them going before the Planning Commission and a comprehensive plan amendment. Mr. Friedman did state that he would possibly consider cutting a deal for Town of Silt employees.

There was a consensus to continue this discussion to another date in an effort to research this concept and get more information.

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### **Drinking Water Revolving Fund Loan Bond Sales / Water Rate Update**

Financial specialist Jim Mann was present to go over what has transpired over the last couple of weeks now that the bonds have sold. He proceeded to go over his presentation that provided the firm project costs, the borrowing package along with the final bond sale results adding that the final bond interest rate was 3.05%, down from the anticipated 3.88%. He added that the timing was great and that there would now be less principal and interest that would need to be paid back which in turn has reduced the projected increase of what each citizen would have to pay each month to \$28.85 on average. Mr. Mann credited the many who worked on this project to get the costs down as much as possible.

The mayor thanked staff and the Board for all of their hard work on this project.

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**Resolution No. 39, Series 2023, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE, AUTHORIZING THE TOWN TO EXECUTE CONTRACT AMENDMENT NO. 2 FOR PHASE II CONSTRUCTION SERVICES OF THE WATER TREATMENT PLANT**

Attorney Sawyer went through his report and provided the Board with a brief history of the agreement the town has with Garney Construction. Tonight's resolution approves the 2<sup>nd</sup> amendment that says that Garney has been hired to construct the water plant at a guaranteed max price of \$24,556,053.00 which includes a 10% contingency. Any contingency money not spent would go back to the town.

**Trustee Seifert made a motion to approve Resolution No. 39, Series 2023, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE, AUTHORIZING THE TOWN TO EXECUTE CONTRACT AMENDMENT NO. 2 FOR PHASE II CONSTRUCTION SERVICES OF THE**

**WATER TREATMENT. Mayor Pro-tem Hanrahan seconded the motion, and the motion carried unanimously.**

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**Resolution No. 40, Series 2023, A RESOLUTION TO ADOPT THE TOWN OF SILT'S BUDGET FOR CALENDAR YEAR 2024, APPROPRIATE FUNDS AND LEVY PROPERTY TAX**

Administrator Layman explained the three resolutions in the packet tonight for the budget, addressing that staff has presented the Board with three different scenarios based on the property tax discussion that was held during the work session. He added that there was a consensus of the Board to select the first resolution that goes with the status quo mill levy rate of 8.973 mills. Administrator Layman then went through his budget presentation highlighting items from 2023 and 2024.

There was brief discussion to adjust the general fund to add an additional two police officers (up to 10) as well as keeping the mill levy the same.

The public hearing was opened at 8:36 p.m. There were no public comments and the hearing was closed at 8:37 p.m.

**Trustee Seifert made a motion to approve Resolution No. 40, Series 2023, A RESOLUTION TO ADOPT THE TOWN OF SILT'S BUDGET FOR CALENDAR YEAR 2024, APPROPRIATE FUNDS AND LEVY PROPERTY TAX using the resolution that addresses the mill levy at the current rate of 8.973 mills and budgeting for up to ten officers in the general fund. Mayor Pro-tem Hanrahan seconded the motion, and the motion carried unanimously.**

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**Resolution No. 41, Series 2023, A RESOLUTION TO ADOPT THE SILT HOUSING AUTHORITY BUDGET FOR CALENDAR YEAR 2024 AND APPROPRIATE FUNDS**

This resolution addresses senior housing and the town condo.

The public hearing was opened at 8:40 p.m. There were no public comments and the hearing was closed at 8:41 p.m.

**Trustee Classen made a motion to approve Resolution No. 41, Series 2023, A RESOLUTION TO ADOPT THE SILT HOUSING AUTHORITY BUDGET FOR CALENDAR YEAR 2024 AND APPROPRIATE FUNDS. Mayor Pro-tem Hanrahan seconded the motion, and the motion carried unanimously.**

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**Resolution No. 42, Series 2023, A RESOLUTION TO ADOPT THE SILT URBAN RENEWAL AUTHORITY BUDGET FOR CALENDAR YEAR 2024 AND APPROPRIATE FUNDS**

The public hearing was opened at 8:41 p.m. There were no public comments and the hearing was closed at 8:42 p.m.

**Trustee Classen made a motion to approve Resolution No. 42, Series 2023, A RESOLUTION TO ADOPT THE SILT URBAN RENEWAL AUTHORITY BUDGET FOR CALENDAR YEAR 2024 AND APPROPRIATE FUNDS. Trustee Poston seconded the motion, and the motion carried unanimously.**

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### **Award of Fuel Bid for the Town**

Administrator Layman stated that the town's fuel account went out to bid and that staff recommends awarding the bid to Golden Gate Petroleum who have offered .5 cents off of their cash pricing.

**Trustee Flores made a motion to award the Town of Silt fuel bid to Golden Gate Petroleum. Trustee Poston seconded the motion, and the motion carried unanimously.**

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### **Administrator and Staff Reports**

There were no administrator or staff reports.

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### **Updates from Board / Board Comments**

It was asked about the workforce housing report that was brought up by a planning commission member and to have future discussions about this topic. The Board thanked staff for their hard work on the budget and water treatment plant and for their work in general all year long. There were also comments about the mud being tracked onto the street from the 8<sup>th</sup> Street alley project, staying on task tonight with the times on the agenda, the appreciation of the board members for each other with the different points of view they have and the resulting discussions, thanks to the Chamber for coming in tonight and for the great employee appreciation party.

Merry Christmas to all!

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### **Adjournment**

**Trustee Brintnall made a motion to adjourn. Trustee Classen seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 8:55 p.m.**

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Respectfully submitted,

Approved by the Board of Trustees

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Sheila M. McIntyre  
Town Clerk, CMC

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Keith B. Richel  
Mayor

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

**A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING  
NOTICES PER C.R.S. SECTION 24-6-402(2)(c)**

**WHEREAS**, C.R.S. Section 24-6-402(2)(c) requires the Town to annually designate the public place for posting notices to comply with the Open Meetings Law; and

**WHEREAS**, the Town of Silt, Colorado wishes to designate the bulletin board located outside the front entrance of the Town of Silt offices located at 231 N. 7<sup>th</sup> Street as its official public place for posting notices in compliance with the Open Meetings Law, effective January 1, 2024; and

**WHEREAS**, the Town of Silt, Colorado also posts notices on its website at: [www.townofsilt.org](http://www.townofsilt.org) pursuant to C.R.S. 24-6-402; and

**WHEREAS**, the State Statutes require one posting place within the boundaries of the Town of Silt, Colorado; and

**WHEREAS**, the Town of Silt, Colorado desires to continue all procedures to ensure that meetings are open to the public and encourages input from its citizens.

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

**Section I.** Designation – The Board of Trustees of the Town of Silt, Colorado hereby designates the bulletin board located outside the front entrance of Town Hall as its official public place for posting notices in compliance with the Open Meetings Law for the year 2024.

**Section II.** The meeting notice will be posted at the location identified in Section I above not less than 24 hours before the commencement of the posted meeting.

**Section III.** Meeting notices will also be posted on the Town of Silt website at: [www.townofsilt.org](http://www.townofsilt.org).

**Section IIII.** Meetings noticed include but are not limited to the following:

Board of Trustees  
Planning & Zoning Commission  
Local Liquor Licensing Authority  
Local Marijuana Authority  
Silt Urban Renewal Authority  
Silt Housing Authority

**Section IV.** This Resolution shall take effect immediately upon its passage.

**INTRODUCE, APPROVED AND ADOPTED** this 8<sup>th</sup> day of January, 2024.

TOWN OF SILT

ATTEST:

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Mayor Keith B. Richel

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Town Clerk Sheila M. McIntyre, CMC

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

**A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING  
COLORADO RIVER ENGINEERING AS THE TOWN WATER  
ENGINEER AND MICHAEL SAWYER AS THE TOWN WATER  
ATTORNEY OF THE TOWN OF SILT, COLORADO**

**WHEREAS**, the Board of Trustees of the Town of Silt, Colorado, has the authority to appoint the Town Water Engineer and Town Water Attorney annually in accordance with the Silt Purchasing and Procurement Policy; and

**WHEREAS**, the Town Water Engineer and Town Water Attorney have served the Town in a manner that does not require any change.

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

As is required by the Purchasing and Procurement Policy of the Town of Silt, COLORADO RIVER ENGINEERING is hereby appointed to serve as the Town Water Engineer, and MICHAEL SAWYER is hereby appointed to serve as the Town Water Attorney for the Town of Silt for the term beginning January 1, 2024 through December 31, 2024. The compensation for each of these appointed positions is established by the Town of Silt general operating budget.

**INTRODUCED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of January, 2024.

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

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

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

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Nomination of Town Representative to Weed Board

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

**RECOMMENDATION:** Staff asks that the board reappoint Justin Brintnall as the Town of Silt weed representative on the Garfield County Noxious Weed Advisory Board

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** Trustee Justin Brintnall currently represents the Town of Silt on the Garfield County Noxious Weed Advisory Board. The County has approached the Town for a representative for 2024 and Trustee Brintnall has stated that he would be happy to continue representing the Town on this Board. Staff asks that the Board reappoint Trustee Brintnall to the Garfield County Noxious Weed Advisory Board for 2024.

**ORDINANCE FIRST READING DATE:** N/A

**ORDINANCE SECOND READING DATE:** N/A

**ORIGINATED BY:** N/A

**PRESENTED BY:** Town Administrator Layman

**DOCUMENTS ATTACHED:** N/A

**TOWN ATTORNEY REVIEW** ☐ YES ☒ NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

  
\_\_\_\_\_  
Sheila M. McIntyre, Town Clerk

**REVIEWED BY:**

  
\_\_\_\_\_  
Jeff Layman, Town Administrator

**TOWN OF SILT  
RESOLUTION NO. 3  
SERIES OF 2024**

**A RESOLUTION ADOPTING THE TOWN OF SILT EMPLOYEE  
HANDBOOK REVISED JANUARY 2024**

**WHEREAS**, the Town of Silt recognizes that the performance of Town employees is the most important factor in delivering the highest quality and most efficient service to its citizens; and

**WHEREAS**, the Board of Trustees further recognizes that fair and impartial personnel policies are the cornerstone on which to build high-level performance; and

**WHEREAS**, in order to establish both specific and general policies as criteria for actions taken in personnel matters, and in order to provide for the equal treatment and well being of Town employees, the Board of Trustees adopted the Town of Silt Employee Handbook dated March 10, 2003, revised June 2011, August 2017, January 2022 and January 2023;

**WHEREAS**, the Board of Trustees of the Town of Silt repealed the 2003 Employee Handbook and its revisions and replaced it with a new employee handbook in January 2024; and

**WHEREAS**, the Board of Trustees of the Town of Silt have amended the manual to address enhancements in the Employee Benefits policies.

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

Section 1. The January 2024 Employee Handbook is hereby amended to update additional employee benefits.

Section 2. The amended sections to the Town of Silt Employee Handbook, attached hereto as **Exhibit A** and incorporated herein by reference, are adopted into the Employee Handbook by which standard policies and procedures are established for use by Town of Silt employees, appointed and elected officials.

Section 3. This resolution will be in full force and effect from and after its passage and approval.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 8<sup>th</sup> day of January 2024.**

**TOWN OF SILT**

**ATTEST:**

\_\_\_\_\_  
Mayor Keith B. Richel

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

### 3. Workers' Compensation

Employees are covered for a job-related injury or illness by the Colorado Workers' Compensation Act. Under the Act, an employee may receive certain benefits pertaining to a job-related injury or illness. Neither workers' compensation insurance nor the Town will cover personal property that is damaged as a result of an accident.

The Town participates in an Early Return to Work Program as directed by the Town's workers' compensation insurance carrier. Details will be provided to the employee at the time of a job-related injury.

The Town shall place employees receiving workers' compensation wage benefits on leave without pay. The employee shall reimburse the Town the amount of any wages paid the employee by the Town for days which they also received workers' compensation wage benefits.

### 4. Life Insurance

The Town offers Life insurance to eligible full-time employees and this policy is paid by the Town. Coverage for eligible employees is \$100,000. Additional Voluntary Life Insurance for employees and dependents is available at cost to the employee.

### 5. Short Term and Long Term Disability

The Town offers both Short Term and Long Term Disability at no cost to the employee. Short Term will cover 66.66% of wages for the first 180 after injury or illness. Long Term will cover 60% of wages and will begin after 180 days.

### 6. 457 Deferred

The Town offers an optional supplemental retirement plan that may be implemented two weeks after start of employment. All employees (police department included) are eligible to contribute to a 457 Deferred Compensation Plan after the employee has worked two weeks at the Town.

There is no Town match.

### 7. Wellness Benefit

Employees who choose to participate in this program will receive an additional \$50 per month to apply to an activity or item that can be deemed as contributing to wellness. Eligible expenses can be found on the Town's reimbursement form. Employees participating need only to fill out the form on how they used the benefit. It will be taxed as income and included on a paycheck.

### 8. Longevity Award

Given on the anniversary date of the milestones listed below.

For 2024, all employees will receive the award for their most recent milestone. In future years, the award will be presented to the employee on their milestone anniversary date.

1 year	\$250
5 year	\$1,000
10 year	\$2,500
15 year	\$3,750
20 year	\$5,000
25 year	\$7,500
30 year	\$10,000

## 9. Volunteer Day (VTO)

Volunteer Time Off (VTO) is a type of benefit where employees get paid time off to do volunteer work. The Town will offer 8 hours per year of VTO. Employees are not required to participate in this program. Employees that choose to participate need only to fill out the VTO form. Eligible volunteer activities will be listed on the form.

## 10. Quarterly Appreciation Gatherings

The Town will have gatherings once every three months. They will be a chance to suspend work and gather together. The first three quarters will likely be near the end of the day on selected Wednesdays. The last quarter will be the annual Holiday gathering.

## 11. Pay Advances

In the event of a personal emergency, full-time employees who have been with the town a minimum of two years may submit a written request for a pay advance to the Administrator, indicating the nature of the emergency involved. The Administrator will evaluate the request and determine whether a pay advance should be granted in his/her sole discretion. While requested amounts should be kept to a minimum, in no way shall an employee be granted an advance greater than the net amount of their paycheck. The Town will require employees to have accrued vacation to use as collateral in the event that it should be needed to reimburse the Town. Reimbursement of an advance to the Town will be taken out of the next available paycheck and shall not extend beyond the next four pay periods.

## 12. Expenses

Town Officers and employees shall be reimbursed for authorized expenses incurred on authorized Town business. Proper records and receipts must be submitted to obtain reimbursement. Authorized use of non-Town vehicles on authorized Town business shall be reimbursed at the IRS general mileage and per diem rates. The Town Administrator must approve travel in advance, subject to an adequate appropriation, therefore.

# F. Departmental Policies and Requirements

## 1. Police Department

- a. A positive attitude will be displayed to the public at all times. The attitude of the Police Department shall also be positive toward the Board and other Town employees. Law enforcement personnel should remember they are public servants and are accountable to the public. They should also remember to treat everyone with courtesy and respect.
- b. The Police Chief will be responsible for the budget of the Police Department. The Chief must be accountable for each line item of the budget as it is budgeted for the entire year. Any supplemental budget request must be supported with good and sufficient reasons for the additional monies.
- c. Police Officers who are required to be on call should live close enough to Town in order to be able to respond to a call within a reasonable time. The officer covering on-call will receive a stipend for the days.
- d. Each officer will be visible to the public as much as possible. Each officer should attempt one contact with each of the businesses of the Town during a shift. Police officers are encouraged to perform additional foot patrols throughout each day when possible. The officers are also responsible for daily bar checks and evening bar checks. The utilization of time shall be implemented so that the least amount of time shall be office time.
- e. A monthly schedule shall be presented to the Administrator every month by the Chief.
- f. Foremost in officer's minds should be the motto "to protect and serve with courtesy and respect".

- g. The Town will budget an annual clothing allowance to be used for uniform costs as needed. Police Officers will be responsible for maintenance of their own clothing. It will be the officers' responsibility to mend any rips in their uniforms. The Town will furnish patches. Full-time officers hired by the Town may be provided a duty weapon at the Chief's discretion. The Police Chief will be responsible for deciding the caliber needed.

## 2. Public Works and Public Utilities Departments

- a. A positive attitude will be displayed to the public at all times. The attitude of the public works and public utilities crews shall also be positive toward the Board and other Town employees. The crew members should remember they are public servants and are accountable to the public.
- b. Public Works and Public Utilities employees who are required to be on call should live close enough to Town in order to be able to respond to a call within a reasonable time based on the severity of the call.
  - i. On-call: The on-call schedule begins on Friday of each week and runs through the following Thursday. The employee covering on-call will receive a stipend for those days. Being on-call means that this person will respond to after hour calls that require immediate attention. This person would also routinely check pumps and tank levels, clean screens and any other necessary routine maintenance that is required during irrigation season.
  - ii. Should an employee be called out for an emergency situation (i.e., snow removal, water break, etc.) on a week that contains a paid holiday, the employee may be eligible for compensatory time at time and a half for actual hours worked that exceed 40 hours.
- c. Proper utilization of time is to be exercised. Two persons should not perform a job that can be performed by one; e.g., two crew members taking garbage truck to the dump.
- d. A schedule of tentative weekly jobs shall be presented to the crews so they will know when they finish one task what their next assignment is, thus minimizing loss of time. The department heads shall be responsible to see that there is no time loss from one job to another.
- e. Employees are expected to present a clean and neat appearance and to dress according to the requirement of their position.
- f. Employees will be expected to adhere to the Public Works and Public Utilities Safety Policy Manual.
- g. The Town will provide an annual clothing allowance, of an amount pursuant to the budget, per employee to be used at the discretion of the Public Utilities Director to purchase protective clothing and equipment.

## 3. Office Administration

- a. A positive attitude will be displayed to the public at all times. The attitude of the office staff shall also be positive toward the Board and other Town employees. The team should remember they are public servants and are accountable to the public.
- b. Proper utilization of time is to be exhibited.
- c. Proper care of equipment is to be exercised.
- d. Employees are to display professionalism in the office.
- e. Employees are expected to present a clean and neat appearance and to dress according to the requirement of their position.
- f. Monthly reports shall be made to the Administrator, including financial reports as well as reports to other State, County, and Federal agencies.
- g. Staff will be scheduled to properly cover office hours.

## **Property Management Contract**

This Agreement is entered by and between *Garfield County Housing Authority*, hereinafter called “**Agent**,” and *Town of Silt/Silt Senior Housing Authority* hereinafter called “**Owner**.”

**WITNESSETH** that, in order to induce the Agent to enter into this agreement, Owner hereby represents to Agent that he/she/they is/are the owner(s) of the following described property (or “premises”):

Address: **Silt Senior Housing, 701 Home Avenue, Silt, CO 81652**

In consideration of this representation and the fees to be paid, Agent agrees to act as management agent with respect to this property, subject to and in accordance with the terms and provisions set forth below.

### **I. AGENT’S COMPENSATION:**

- A. A leasing fee of one half of one month’s rent shall be charged on the acquisition of each new tenant. No fee shall be charged to release premises to an existing tenant who is extending occupancy for a new lease period.
- B. A monthly management fee shall be charged for each individual living unit, twenty-five percent (15%) of the agreed collected monthly rent, payable on the first day of each month other than the month for which the leasing fee is collected.
- C. Any interest earned on any tenant’s security deposit shall be retained by Agent as an additional fee.
- D. Any late charge, judicial fine, penalty, or multiple damage, or interest collected from the tenant shall be retained by Agent as an additional fee, as described in Paragraph IV.B.

### **II. AGENT’S RESPONSIBILITIES AND LEASING:**

- A. Owner hereby authorizes Agent to rent the premises, at a monthly rent, approved by the Housing Authority and within HUD Payment Standards guidelines, for a minimum term of one-year. Rents will be evaluated annually. Any rental increase must be requested in writing by the Owner. Refer to Housing Contract for annual rental rates.
- B. All utility charges (heat, sewer, trash, water, electrical, and cable) shall be paid by the Owner during tenants’ occupancy.
- C. Agent shall collect an amount matching the rent as a security deposit for one-bedroom units and studio units from all tenants. The security deposit shall be

maintained in the escrow account of Agent. Owner grants Agent to enter into a payment agreement to collect the full amount of the security deposit until account is paid in full.

D. The Agent agrees to show units as needed, accept applications, screen all potential tenants, manage all lease agreements, enforce all lease rules and regulations, collect deposits and rents, and refund appropriate amounts upon termination of tenancy. Agent shall also ensure compliance with all regulations associated with the Section 8 Housing Choice Voucher program and the Housing Assistance Payment Contract.

E. This contract will remain in effective for a 1-year term, beginning on February 1, 2024, through January 31, 2025. All changes in approved annual subsidy will be documented with current HUD guidelines.

**III. DISBURSEMENTS:** Agent shall pay, OUT OF OWNER'S FUNDS ON HAND, the following as they shall accrue and, in the order, here set out:

A. Agent's compensation, as set forth in Paragraph I.

B. Advertising costs.

C. Proceeds to Owner. Tenancy revenues, refunds, adjustments, or other funds due Owner shall be sent to Town Administrator, 231 N. 7<sup>th</sup> Street, P. O. Box 70, Silt, CO 81652 on or before the 25<sup>th</sup> day of each month.

D. IT IS EXPRESSEDLY AGREED THAT NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS REQUIRING AGENT TO ADVANCE ANY OF ITS OWN MONEYS FOR ANY PURPOSE WHATSOEVER.

#### **IV. Long-Term Maintenance Account**

Owner agrees to fund a long-term maintenance account in the amount of at least eight (8) percent of the monthly disbursement. This account will be used to pay for the following capital improvements to the development that will improve curb appeal and long-term viability of the structure as described in Robert's inspection report:

- Window replacement on south side (within 5 years)
- Repair flooring in upper-level air cooling area and install floor drain (within 2 years)
- Mechanical room ventilation improvements and replace corroded fittings to boiler (within 2 years)
- Drainage mitigation as described in Robert's inspection report (within 5 years)
- Additional items identified in Robert's inspection report (within 5 years)
- New rood (estimated 2027)

## **V. GENERAL PROVISIONS:**

**A. GRANT OF POWER:** Subject to the limitations set out herein, Owner grants Agent full power and authority to lease, let, rent and demise the real property described, or any part thereof, in its own name as Agent for Owner. In order to effectuate the same, Agent may enter into such written contracts and/or leases as Agent deems necessary, in its own name as Agent for Owner. Agent may collect and receive all rents arising because of Agent's management of the premises. Agent may use such means as are ordinary and customary in collecting or attempting to collect any delinquent accounts. Agent may, at his discretion, evict any tenant who violates any term of the lease. Owner hereby assigns to Agent any and all delinquent rents which may accrue from any tenant for the purpose of crediting such rents to Owner's operating account for required disbursement.

### **B. COLLECTION OF RENT**

1. Agent shall use such means as are ordinary and customary to collect or attempt to collect any rent from any tenant of the premises. In the event that legal action is necessary to obtain judgement for possession of the premises, delinquent rent, or damages upon other causes of action, Agent is authorized to employ attorneys, to sue in its own name as Agent for Owner, and to expend the sum of four hundred dollars (\$400.00) from Owner's account for such purposes without Owner's permission. Additionally, Agent will, when requested by Owner, instigate action, legal or otherwise, for the collection of rents which is beyond the discretion heretofore allowed to Agent, provided such action is considered reasonable by the Agent.

2. AGENT SHALL NOT BE HELD MONETARILY RESPONSIBLE FOR ITS INABILITY TO COLLECT RENTS. AGENT SHALL NOT BE HELD RESPONSIBLE FOR ANY EXPENSES INCURRED FOR LEGAL ACTION INVOLVED IN THE COLLECTION OF RENTS AND/OR THE EVICTION OF ANY TENANT AND/OR DAMAGES INCURRED TO THE PROPERTY. All such expenses shall be paid by Owner, Reimbursable in the event Agent is able to collect the rents, legal fees, or damages from the tenant.

3. If a late charge, judicial fine, penalty, or multiple damage, or interest is collected from the tenant, it shall be considered income to Agent for its additional effort and time.

### **C. MAINTENANCE**

1. All maintenance shall be performed by Owner. Owner will notify Agent of anticipated unit turnaround times after each vacancy.

2. Agent may, at his sole discretion, inspect the property to determine what maintenance needs to be performed to the property.

**D. INSURANCE COVERAGE:** Owner is obligated, at Owner's expense, to keep necessary Fire and Extended Coverage and Liability Insurance current and renewed. "Garfield County Housing Authority" shall be shown as an additional insured under the liability section only.

**E. LIABILITY OF AGENT:** It is agreed that Agent shall use reasonable and ordinary care in the selection of tenants and all other acts assigned for performance by this Agreement. When any act is required of the Agent, it shall be done in the ordinary course of Agent's business.

1. Owner shall hold Agent harmless from all personal injury suits which may arise in connection with the management of the premises, and from any liability from injuries suffered by any person entering the premises, including any resident manager or other employee.

2. Agent shall not be personally liable for any act it may do or omit to do hereunder as Agent while acting in good faith, exercising its best judgement.

3. Agent is hereby expressly authorized to comply with and obey any and all process, orders, judgment or decree, it decrees of any court; where Agent obeys or complies with any such process, order, judgement or decree, it shall not be liable to Owner or any person, firm, or corporation by reason of such compliance, notwithstanding subsequent reversal or modification.

4. Agent is hereby expressly authorized to comply with any laws, whether now in existence or hereinafter enacted, and whether federal, state, or local, relating to fair housing, rent control, discrimination, and health and welfare. Agent is expressly authorized to comply with the rule or order of any governmental agency, insofar as such order in any manner affects the management of the premises or any duties of the Agent hereunder.

**F. ACCOUNTING FOR FUNDS:**

1. Agent shall furnish Owner a monthly accounting statement showing the receipts and expenditures with respect to the premises, plus Owner's monthly proceeds, as set forth in Paragraph III.C.

2. Agent shall furnish a final accounting upon the termination of this agreement within thirty (30) days from the date of a written request of management termination, except as modified by Paragraph IV.I.

**G. SECURITY AND DAMAGE DEPOSITS**

1. All security and damage deposits shall be returned to the tenant by Agent when the tenant vacates the premises upon notification by Owner of amount to be refunded, consistent with Colorado law, whether the tenant has damaged the property in excess of ordinary wear and tear, with the exception of accrued interest, which is otherwise provided for at Paragraph I.E.

2. In the event litigation shall occur concerning security deposits, Agent shall defend same in its own name as Agent for Owner, at Owner's expense.

3. Should Agent and Owner disagree on the amount of security deposit Agent intends to refund to the tenant, Agent may forward the full amount, less interest, to Owner within five (5) days' notice of dispute. As of mailing, Agent shall have no further obligation or liability whatsoever concerning the security deposit to any person or entity; and Owner shall hold Agent harmless therefrom.

4. Should this Agreement terminate while an existing tenant's security deposit is in Agent's possession, Agent shall forward that amount in full, less interest, to Owner within ten (10) working days. As of mailing, Agent shall have no further obligation or liability whatsoever concerning the security deposit to any person or entity; the Owner shall hold Agent harmless therefrom.

**H. ADDRESS OF OWNER:** Owner expressly agrees, within twenty (20) days of change, to advise Agent, in writing, of any change of address. Any notice or accounting statement or other document required or desired to be given by Agent to Owner may be given by mailing to the address noted hereon, or the most recent address of Owner shown in the records of the Agent; and notice so mailed shall be as effectual as if served upon such party in person at the time of depositing such notice in the mail.

**I. TERMINATION:** This agreement may be terminated by either party upon thirty (30) day's written notice. If so terminated, Owner shall retake possession of the premises, subject to the rights of any tenant rightfully in possession. Owner's proceeds shall be distributed by Agent thirty (30) days after termination, unless outstanding Agent or third-party obligations remain, in which case distribution shall be accomplished immediately after the last such obligation is satisfied.

**J. DEFICIT ACCOUNT:** In the event of Agent's termination, should there be any outstanding and unpaid obligations, debts, or charges due Agent, any amounts on account or received by Agent on account or otherwise due Owner shall be applied first to satisfy those obligations and then disbursed to Owner. Owner waives all protest and defenses against Agent for such lawful disbursements. Agent's lien right against the subject property shall not be waived by this provision.

**K. PARTIAL WAIVE OR ACQUIESCENCE NO BAR:** Agent's waiver, forbearance, or acquiescence of any of its rights or remedies, in whole or in part, shall not serve to waive, bar, or compromise any contemporaneous or subsequent right or remedy.

**L. ATTORNEY FEES AND COSTS:** The unsuccessful party in litigation to enforce the terms and conditions of this Agreement shall pay the reasonable attorney fees and costs of the successful party.

**M. WHOLE AGREEMENT:** This writing embodies the entire agreement between the parties and is not based upon any other representation whatsoever, expressed or implied, except as herein contained. The Agreement cannot be modified except in writing by the parties.

**VI. EFFECTIVE DATE:** This contract extends the original Management by Agent contract that was effective on February 1, 2024, for a period of one year. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ extending the Management by Agent contract for a period of \_\_\_\_\_ years.

*Garfield County Housing Authority*

By: \_\_\_\_\_  
Authorized Signature

*Town of Silt/Silt Housing Authority*

Owner: \_\_\_\_\_

Social Security No. or Federal I.D. No. \_\_\_\_\_.

(SPECIFY PREFERENCE OF NAME AND SOCIAL SECURITY NUMBER FOR IRS 1099.)

**TOWN OF SILT**  
**BOARD OF TRUSTEES STAFF REPORT**  
**Marioni Annexation and Zoning**  
**Monday, December 8, 2024 7:00 PM**

<b>Project:</b>	Marioni Annexation
<b>Location:</b>	129 West Home Avenue
<b>Applicant:</b>	Israel and Jorge Marioni
<b>Owner:</b>	Israel and Jorge Marioni
<b>Current Zoning:</b>	County
<b>Proposed Zoning:</b>	R-2
<b>Present Land Use:</b>	Vacant Lot- Storage for Construction Company
<b>Proposed Land Use:</b>	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 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 1<sup>st</sup> 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><b>Service and Commercial Support</b>            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.

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. This application now comes in front of the Board of Trustees with a Resolution of Substantial Compliance, then after a four week long Public Notice, the application will be brought back to the Board of Trustees for the Finding of Facts, with two readings required for final approval.

Planning staff recommends approval of the Resolution of Substantial Compliance for Annexation 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 zoning approval to be considered on February 12, 2024.

**Recommended Motion: I move to recommend approval of Resolution 5, Series 2024, for the Substantial Compliance of annexation for 129 West Home Avenue, with the conditions noted above or verbally added during this meeting. I also move to continue the zoning consideration to February 12, 2024.**

**TOWN OF SILT  
RESOLUTION NO. 5  
SERIES OF 2024**

**A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH AN ANNEXATION  
PETITION FOR A PROPERTY KNOWN AS 129 WEST HOME AVENUE, SILT COLORADO**

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

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

**WHEREAS**, the Petition alleges as follows:

- 1) It is desirable and necessary that the territory described above be annexed to the Town.
- 2) The requirements of C.R.S. §31-12-104, as amended, exist or have been met, including without limitation the following:
  - a) Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the Town.
  - b) A community of interest exists between the area proposed to be annexed and the Town.
  - c) The area proposed to be annexed is urban or will be urbanized in the near future.
  - d) The area proposed to be annexed is integrated with or is capable of being integrated with the Town.
- 3) The requirements of C.R.S. §31-12-105, as amended, exist or have been met, including without limitation the following:

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Silt Board of Trustees has determined that the Petition and appurtenant documents are in substantial compliance with the requirements of sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.;

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

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

4) Pursuant to 31-12-108, C.R.S., the Board will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. §31-12-104 and §31-12-105, as amended, and is considered eligible for annexation. The hearing shall be held on **February 12, 2024**, commencing at the hour of 7 p.m. at 231 N. 7<sup>th</sup> Street, Silt, Colorado.

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

6) The Town Clerk of the Town of Silt, Colorado shall give notice of the hearing to be held upon the Petition by causing notice thereof, in accordance with C.R.S. §31-12-108(2), as amended, to be published once a week for four (4) successive weeks in the *Post Independent*, a newspaper of general circulation in the area proposed to be annexed, the first publication to occur at least thirty (30) days prior to the aforesaid hearing. In addition, a copy of the published notice, together with a copy of this resolution and petition as filed, shall be sent by registered mail by the Town Clerk to the board of county commissioners and to the county attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the hearing date.

**INTRODUCED, READ AND APPROVED** at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 8<sup>th</sup> day of January, 2024.

TOWN OF SILT

ATTEST:

\_\_\_\_\_  
Mayor Keith B. Richel

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

EXHIBIT A

LEGAL DESCRIPTION

ANNEXATION: 129 WEST HOME AVENUE

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

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

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



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

## Land Use Application Form

JJJ construction 0812@gmail.com

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

Project Name: Marion? Res

### Project Description / Property Information:

Address: 129 West Home Ave Silt Parcel ID Number: \_\_\_\_\_

Legal Description (attach additional sheets if necessary): \_\_\_\_\_

Access to Property: \_\_\_\_\_

Acreage or Square Footage: 8156 sq Existing Land Use Designation: \_\_\_\_\_

Proposed Land Use Designation: \_\_\_\_\_

Existing Zoning: \_\_\_\_\_ Proposed Zoning: R2

Proposed Use / Intensity of Use: \_\_\_\_\_

### Submittal Requirements:

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

### STAFF USE ONLY

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

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

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

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

Jorge Marioni  
Name (printed)

27653 Highway 6 #1208 Rifle CO 81650  
Address

970-274-3641 Phone Fax

Jorge Marioni  
Signature

CO DL  
Type of Identification

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  
My Commission Expires 2-19-24

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

**Disclosure of Property Ownership**

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

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

**Property Owner Affidavit**

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

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

Israel Marion  
Name (printed)

27653 HWY 6 #1208

Rifle Co 81650  
Address

970-274-6559  
Phone

Fax \_\_\_\_\_  
Signature Israel Marion

CO DL  
Type of Identification

County of Garfield

State of CO

Sworn to and subscribed before me this 26 day of \_\_\_\_\_, \_\_\_\_\_  
(fill in day)

By Nicole Centeno  
(name printed)

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

My Commission expires: 2-19-24

Jorge Marion  
Name (printed)

27653 HWY 6 #1208

Rifle Co 81650  
Address

970-274-3641  
Phone

Fax \_\_\_\_\_  
Signature Jorge Marion

ss. \_\_\_\_\_  
(fill in month) January, 2023  
(fill in year)



Authorized Representative

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

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

Jorge Marion;  
Name (printed)

27653 Hwy 6 #1208

Rifle CO 81650  
Address

970-274-3641  
Phone

Fax

[Signature]  
Signature

CO DL  
Type of Identification

County of Garfield

State of CO

ss.

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

By Nicole Centeno  
(name printed)

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission expires: 2-19-24



# Town of Silt Community Development

231 N. 7<sup>th</sup> 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 the homes in the area.

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

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

None

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

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

- a. ☐ traffic
- b. ☒ 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.

## 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, January 8, 2024 at 7:00 PM in Council Chambers at Silt Town Hall, 231 N. 7<sup>th</sup> Street.

<b>Applicant:</b>	Israel & Jorge Marioni
<b>Application Request:</b>	Establish R-2 Zoning- Annexation
<b>Legal Description:</b>	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
<b>Common Description:</b>	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](http://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](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 December 18, 2023 Post Independent

FLAT TOPS COWBOY CHURCH CORP  
PO BOX 1501  
RIFLE CO 81650

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

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

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

VINCE SILT MOBILE LLC  
325 OAK LANE  
ASPEN CO 81611

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

MARIONI, ISRAEL & JORGE  
PO BOX 772  
SILT CO 81652

MAIN STREET PLAZA LLC  
711 MAIN STREET  
CARBONDALE CO 81623

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

ANDERSON, BEVERLY  
PO BOX 1813  
RIFLE CO 81650

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

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

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

LOVELACE, JODY  
111 WEST MAIN STREET  
SILT CO 81652

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

D & B LIMITED  
1407 HIWAN COURT  
FORT COLLINS CO 80525

**(no subject)**

1 message

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

Fri, Sep 15, 2023 at 7:38 AM

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

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

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

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

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

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

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

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

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

**Address**

129 W HOME AVE SILT 81652

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

R042829

**Parcel Number**217909101010 **Owner**


PONCE, NANCY &amp; ALFREDO

**Address**

200 W HOME AVE SILT 81652

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

R350391

**Parcel Number**217910208009 **Owner**

WAKEFIELD, KEVIN S &amp; SAMANTHA L

**Address**

102 HOME AVE SILT 81652

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

R042830

**Parcel Number**217909101011 **Owner**

HENRY, LONNY L &amp; MELISSA

**Address**

236 BIRCH CT SILT 81652

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

R007558

**Parcel Number**

217909101009

**Owner**

HARRIS, KATHLEEN ELIZABETH

**Address**

258 BIRCH CT SILT 81652

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

R350898

**Parcel Number**

217909101005

**Owner**

LONG, JOHN ROBERT &amp; ELLEN GAIL

**Address**

260 BIRCH CT SILT 81652

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

R200057

**Parcel Number**217904400006 **Owner**

FLAT TOPS COWBOY CHURCH CORP


**Address**

289 N 1ST ST SILT 81652

Acres - 4.88000011444092

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

R200108

**Parcel Number**217909100012 **Owner**

LOVELACE, JODY


**Address**

111 W MAIN ST SILT 81652

Acres - 0.529999971389771

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

R200510

**Parcel Number**217909100025 **Owner**


SNIDER, CHARLES A &amp; PHYLLIS D

**Address**

171 W MAIN ST SILT 81652

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

R200505

**Parcel Number**217909100014 **Owner**

D &amp; B LIMITED

**Address**

145 W MAIN ST SILT 81652

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

--  
Stephen J. Wiseley  
Real Estate Advisor  
Residential & Commercial Specialist



Developed by  **Schneider**  
GEOSPATIAL

# AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO )

) §

COUNTY OF GARFIELD )

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

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

Further, Affiant sayeth not.

Dated this 13 day of OCT, 2023.

Ismael Marion

Affiant/Circulator Printed

[Signature]

Affiant/Circulator Signature

STATE OF COLORADO )

) §

COUNTY OF GARFIELD )

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

WITNESS my hand and official seal.

My Commission expires: 2-19-24

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

## PETITION FOR ANNEXATION

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

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

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

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

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

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

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

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

129 West Home Ave Silt CO 81652

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

Signed this 13 day of Oct, 2023.

[Signature]  
[Signature]

STATE OF COLORADO )  
 ) §  
COUNTY OF GARFIELD )

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

WITNESS my hand and official seal.

My Commission expires: 2-19-24

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

[Signature]  
Notary Public

## LEGAL DESCRIPTION

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

**Parcel A:**

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

**Parcel B:**

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

**Parcel C:**

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

**Parcel D:**

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

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

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Town of Silt

Attention: Zoning Board

Re: Parcel Number 2190910000006

Address: 129 W. Home Ave.

Members,

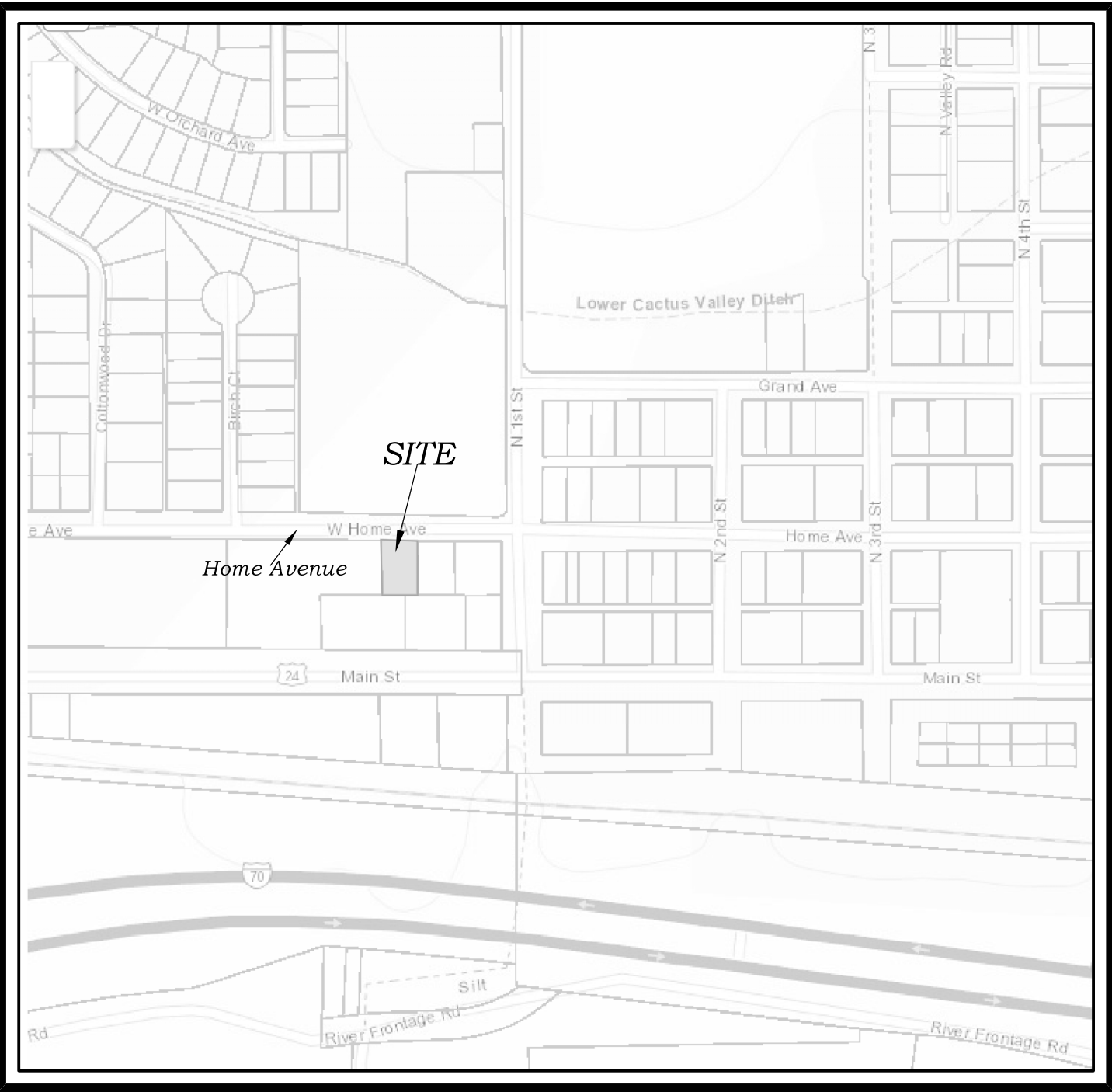
We are seeking Annexation for the above listed property to formally bring it into the Town of Silt. Once this is done, we would like to have the property rezoned R2 so that a single-family home can be erected.

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

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

Thank you for your consideration,

Israel & Jorge Marioni  
JJJ Construction



Vicinity Map  
Scale: 1"=300'

CERTIFICATION OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE SOLE OWNER IN FEE SIMPLE OF THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATE IN THE NE1/4NE1/4 OF SECTION 9, TOWNSHIP 6 SOUTH RANGE 92 WEST OF THE 6TH P.M., DESCRIBED AS BEGINNING AT A POINT WHENCE THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY NO. 24 WITH THE WEST LINE OF SAID NE1/4NE1/4 BEARS SOUTH 85°23' WEST 1121.8 FEET; THENCE NORTH 89°22' WEST 72.5 FEET AND THENCE NORTH 00°38' EAST 112.5 FEET, THENCE SOUTH 89°22' EAST 72.5 FEET; AND THENCE SOUTH 00°38' WEST 112.5 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD, STATE OF COLORADO

DOES BY THESE PRESENTS CONSENT TO THE ANNEXATION THEREOF TO THE TOWN OF SILT.

OWNERS:

ISRAEL MARIONI  
PO BOX 772  
SILT, CO 81652

JORGE MARIONI  
PO BOX 772  
SILT, CO 81652

STATE OF COLORADO )  
COUNTY OF GARFIELD )

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022 BY ISRAEL MARIONI AND JORGE MARIONI.

MY COMMISSION EXPIRES: \_\_\_\_\_  
WITNESS MY HAND AND SEAL

NOTARY PUBLIC

TITLE CERTIFICATE

I, \_\_\_\_\_, AN AGENT AUTHORIZED BY A TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN \_\_\_\_\_, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES (INCLUDING MORTGAGES, DEEDS OF TRUST, JUDGMENTS, EASEMENTS, CONTRACTS AND AGREEMENTS OF RECORD AFFECTING THE REAL PROPERTY IN THIS PLAT), EXCEPT AS FOLLOWS:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022.

TITLE COMPANY: \_\_\_\_\_

AGENT

BOARD OF TRUSTEES APPROVAL

ANNEXATION DEPICTED ON THIS PLAT WAS APPROVED BY ORDINANCE NO. \_\_\_\_\_, SERIES OF 2022, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

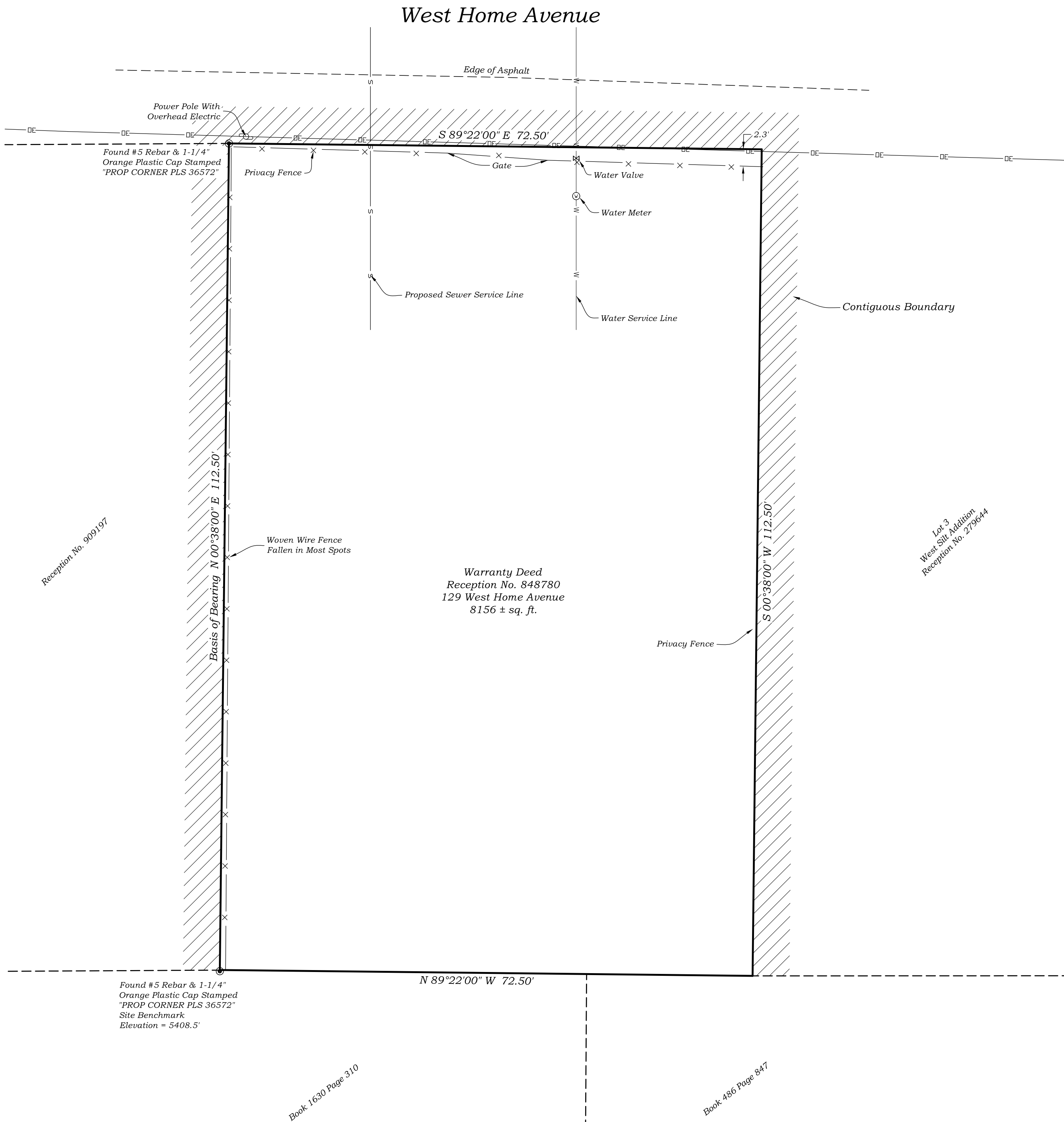
BY: \_\_\_\_\_  
MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF SILT, COLORADO.

ATTEST: \_\_\_\_\_  
CITY CLERK

MARIONI ANNEXATION MAP

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



NOTES

- DATE OF SURVEY WAS JANUARY 25, 2023.
- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF N 00°38'00"E ALONG THE WEST LINE OF THE SUBJECT PARCEL AS DESCRIBED IN WARRANTY DEED RECEPTION NO. 848780. BETWEEN FOUND #5 REBARS AND 1-1/4" ORANGE PLASTIC CAPS STAMPED "PROP CORNER PLS 36572".
- THIS ANNEXATION MAP IS BASED ON:
  - WARRANTY DEED RECORDED MAY 1, 2014 AS RECEPTION NO. 848780 IN THE RECORDS OF THE GARFIELD, COUNTY, COLORADO CLERK AND RECORDER'S OFFICE.
  - RESEARCH FOR RIGHTS-OF-WAY AND EASEMENTS OF RECORD ARE BASED ON TITLE COMPANY OF THE ROCKIES COMMITMENT NO. 1205779-C DATED MARCH 03, 2023.
  - MONUMENTS FOUND IN PLACE AS INDICATED HEREON.
- ALL DIMENSIONS SHOWN HEREON ARE RECORD AND AS-MEASURED UNLESS OTHERWISE INDICATED.
- ALL FOUND OR SET MONUMENTS ARE FLUSH WITH GROUND EXCEPT AS NOTED HEREON.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I MICHAEL J. LANGHORNE, A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP ACCURATELY REPRESENTS A SURVEY, PERFORMED EITHER BY ME OR UNDER MY SUPERVISION AND IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF. THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL

DATE: \_\_\_\_\_

MICHAEL J. LANGHORNE, P.L.S. #36572

COUNTY SURVEYOR'S CERTIFICATE

APPROVED FOR CONTENT AND FORM ONLY AND NOT THE ACCURACY OF SURVEYS, CALCULATIONS AND DRAFTING PURSUANT TO C.R.S. 38-51-101 ET SEQ

GARFIELD COUNTY SURVEYOR

DATE

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AS RECEPTION NO. \_\_\_\_\_

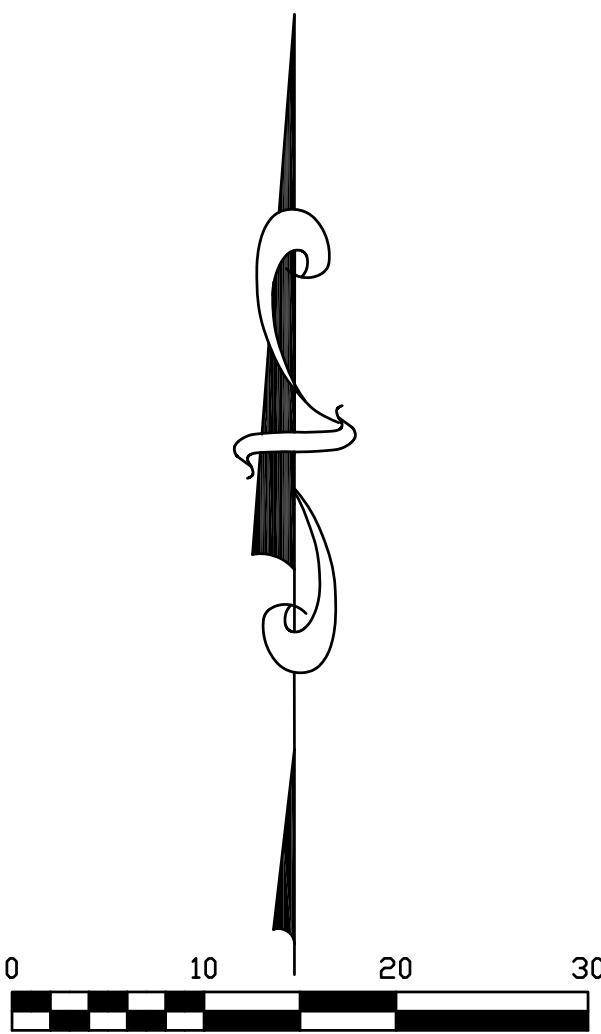
CLERK AND RECORDER

BY: \_\_\_\_\_  
DEPUTY

PROOF THAT PARCEL TO BE ANNEXED HAS AT LEAST  
1/6TH BORDER CONTIGUITY WITH EXISTING TOWN OF SILT  
BOUNDARY:

LENGTH OF PARCEL PERIMETER - 370.00'  
MINIMUM 1/6 PERIMETER CONTIGUITY - 61.67'  
ACTUAL PERIMETER CONTIGUOUS TO CITY - 297.50'

PARCEL MEETS 1/6TH CONTIGUITY REQUIREMENT FOR ANNEXATION



Scale 1" = 10'

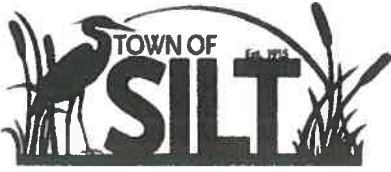
REVISION	DESCRIPTION
4/12/23	ADD WATER SERVICE & PROPOSED SEWER SERVICE



ANNEXATION MAP

129 WEST HOME AVENUE  
SILT, COLORADO  
ISRAEL & JORGE MARIONI  
PO BOX 772  
SILT, COLORADO 81652

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



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

## Land Use Application Form

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

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

### Submittal Requirements:

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

### STAFF USE ONLY

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

## Billable Party Agreement

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

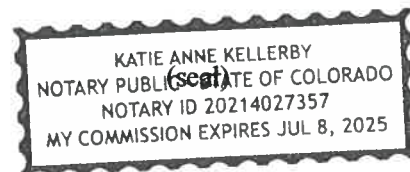
The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all billable staff time and contract services, including, but not limited to, planning, reviewing, inspecting, engineering, surveying and legal services rendered in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

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

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

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

Notary Public  
My Commission Expires July 8th 2025



**Disclosure of Property Ownership**

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

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

**Property Owner Affidavit**

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

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

Israel Marioni  
Name (printed)

Jorge Marioni  
Name (printed)

129 W. Howe Ave. Silt Co  
Address

SAR  
Address

970-274-6559  
Phone

970-274-3641  
Phone

N/A  
Fax

N/A  
Fax

[Signature]  
Signature

[Signature]  
Signature

Colorado Drivers license  
Type of Identification

County of Garfield

State of Colorado

SS.

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

By Israel Marioni and Jorge Marioni  
(name printed)

Witness my hand and official seal.  
Katie Kellerby

Notary Public Katie Kellerby

My Commission expires: July 8th 2025



Authorized Representative

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

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

Steve Wecker  
Name (printed)

53 Valley Ct. CARBONATE CO 81623  
Address

970.710.0360  
Phone

N/A  
Fax

[Signature]  
Signature

Colorado Drivers license  
Type of Identification

County of Garfield

State of Colorado

ss.

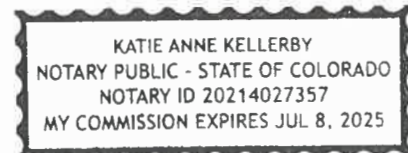
Sworn to and subscribed before me this 26<sup>th</sup> day of September, 2023.  
(fill in day) (fill in month) (fill in year)

By Israel Marion  
(name printed)

Witness my hand and official seal.

Katie Kellerby  
Notary Public

My Commission expires: July 8<sup>th</sup> 2025





**WESTCOR**  
LAND TITLE INSURANCE COMPANY

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

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

*Issued By:*

**WESTCOR LAND TITLE INSURANCE  
COMPANY**

Title Company of the Rockies, LLC

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



By:

*Mary O'Donnell*

Mary O'Donnell - President

Attest:

*Donald A. Berube*

Donald A. Berube - Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY’S RIGHT TO AMEND

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

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

**5. LIMITATIONS OF LIABILITY**

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

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

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**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

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

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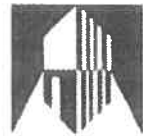
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COMMITMENT FOR TITLE INSURANCE

Issued by



TITLE COMPANY  
of the rockies

as agent for

*Westcor Land Title Insurance Company*

SCHEDULE A

Reference:

Commitment Number: 1205779-C

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

2. Policy (or Policies) to be issued:

ALTA® 2021 Owner's Policy

Policy Amount:  
Premium:

*Amount to be Determined*  
*Amount to be Determined*

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

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

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

5. The Land is described as follows:

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

Countersigned  
Title Company of the Rockies, LLC

By:

A handwritten signature in dark ink, appearing to read "Mike Mulligan".

**Mike Mulligan**

Commitment No: 1205779-C

**SCHEDULE A (continued)****LEGAL DESCRIPTION**

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

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

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

EXCEPTING that part conveyed out by Reception No. 157718.

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

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Commitment No: 1205779-C

COMMITMENT FOR TITLE INSURANCE

Issued by

*Westcor Land Title Insurance Company*

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

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

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

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

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

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

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Commitment No: 1205779-C

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

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

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Commitment No: 1205779-C

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**SCHEDULE B, PART II**  
**Exceptions**

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

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

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

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Commitment No: 1205779-C

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

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

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## DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

**Note 7:** Our Privacy Policy:

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

**Note 8:** Records:

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

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

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

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

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

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

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

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

**Title Company of the Rockies**

**Disclosures**

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

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

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

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

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

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

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

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

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

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

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



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

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

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

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

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

Issued By:



**TITLE COMPANY**  
of the Rockies

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

**WESTCOR LAND TITLE INSURANCE COMPANY**



By:

*Mary O'Donnell*

President

Attest:

*[Signature]*

Secretary

## CONDITIONS

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

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

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

**Who is Covered**

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

**Information Collected**

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

**Access to Information**

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

**Information Sharing**

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

**Information Security**

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

*The WLTIC Privacy Policy can be found on WLTIC's website at [www.wltic.com](http://www.wltic.com)*



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

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

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

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

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

Issued By:

**WESTCOR LAND TITLE INSURANCE COMPANY**

**The Title Company of the Rockies**

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



By:

*Mary O'Donnell*

President

Attest:

*[Signature]*

Secretary

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



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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY’S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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

## Joint Notice of Privacy Policy

of

**Westcor Land Title Insurance Company**

and

**The Title Company of the Rockies**

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

### **Who is Covered**

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

### **Information Collected**

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

### **Access to Information**

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

### **Information Sharing**

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

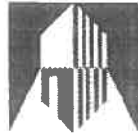
### **Information Security**

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

*The WLTIC Privacy Policy can be found on WLTIC's website at [www.wltic.com](http://www.wltic.com)*

COMMITMENT FOR TITLE INSURANCE

Issued by



TITLE COMPANY  
of the rockies

as agent for

*Westcor Land Title Insurance Company*

SCHEDULE A

Reference:

Commitment Number: 0601562-C2

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

2. Policy (or Policies) to be issued:

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

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

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

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

**Parcel C: Jorge Marioni**

**Parcel D: Jorge Marioni**

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

**FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE**

Countersigned

The Title Company of the Rockies

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

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Commitment No: 0601562-C2

By: *Emily Rank*

Emily Rank

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

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## LEGAL DESCRIPTION

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

**Parcel A:**

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

**Parcel B:**

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

**Parcel C:**

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

**Parcel D:**

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

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## COMMITMENT FOR TITLE INSURANCE

Issued by

*Westcor Land Title Insurance Company*

### SCHEDULE B, PART I Requirements

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

All of the following Requirements must be met:

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

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

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

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

(C) Intentionally Deleted.

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

8.1	\$50.00
115.2	\$61.00

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

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

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

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

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

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

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

#### **SCHEDULE B, PART II Exceptions**

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

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

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

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

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## DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

E. Payment of the premium for said coverage.

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

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

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

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

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

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

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

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

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

**Note 7:** Our Privacy Policy:

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

**Note 8:** Records:

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

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

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

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

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

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

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

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

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

Title Company of the Rockies

Disclosures

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

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

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

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

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

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

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

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

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

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

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



# Ethics + Innovation

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flock safety

## Privacy

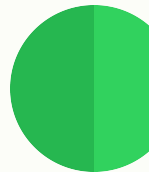
- Footage owned by Agency/City and will never be sold or shared by Flock
- 30 day data retention, then deleted. Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- NO personally identifiable information is identifiable in Flock
- Not connected to registration data or 3rd party databases (Carfax, DMV)

## Transparency

- Public approval process and community education for each customer
- Flock's transparency portal tells your community how law enforcement use the system, including how many searches are conducted and who data is shared with

## Accountability

- Investigative reason required for search
- Flock system proactively provides audit report that includes details of each search in the customer's network
- ALPR policy outlines how the system is used



# About Automatic License Plate Readers (ALPR)

## The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw [even more homicides](#) in 2021.

## One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive - ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative - ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

## Is ALPR effective ?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.

## ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

### ALPR Use Cases Include:

- **AMBER Alerts:** License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [[New information released about 1-year-old's kidnapping](#)]
- **Silver Alerts:** Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [[Missing man with dementia found using Flock camera](#)]
- **Firearm violence:** The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw violent crime decrease by 22% in 2021 compared with the first nine months of 2019. Fort Worth Police attributed this drop partially to the license plate reader system implemented in the neighborhood during the same period of time. [[Crime is down 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer](#)]
- **Organized theft:** Grafton, a growing village with a bustling retail district, is dealing with increased organized retail theft – Two-thirds of all the crimes reported to Grafton police in 2020 were retail thefts. Grafton Police have implemented a license plate reader system to identify vehicles that have been involved in thefts or have been stolen themselves. In one week alone, they recovered three stolen vehicles with drivers planning to engage in retail theft. [[Losses mount as retailers fight theft rings, accuse online storefronts of doing little to stop resale of stolen goods](#)]



flock safety

# Case Studies



# Castle Rock PD

According to C-MATT, Castle Rock was the only Metro-Denver City to reduce auto-theft (with a 25% reduction) in 2020 - 2021, they were also the only Flock Customer

## Flock hits resulting in the recovery of a stolen vehicle or eluding:

- 27% resulted in the recovery of other stolen property
- 29% led to the seizure of illegal drugs (966.3 grams)
- 8 guns recovered/seized
- 79 warrants served
- 30% involved a VCT (29 times)
- 5% led to a pursuit and 24 vehicles eluded

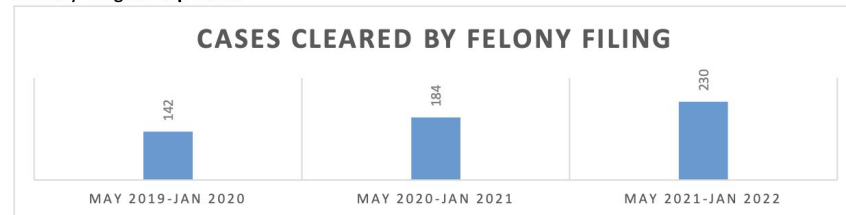
In the last 9 months there have been **360 calls for service** mentioning "LPR" in the call notes. Flock facilitated the recovery of **65 stolen vehicles**.

Compared to the same time frame last year...

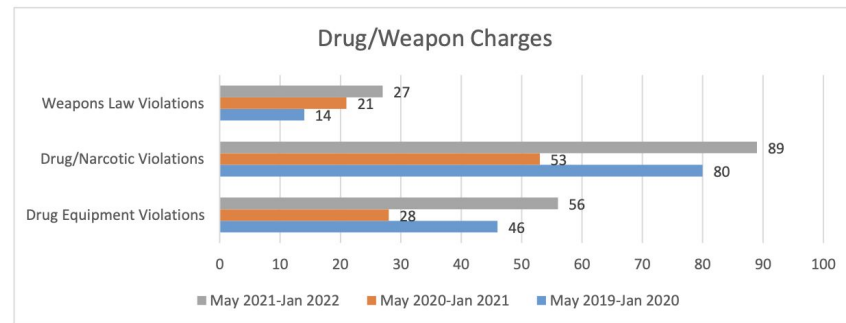
...vehicle trespasses are **down 20%** and motor vehicle theft is **down 29%**...



...felony filings are **up 25%**...



...and drug/weapon charges are up a combined **69%**.



## CASE STUDY *Long Term Results*



Vacaville PD



Vacaville, CA

**33%**

Decrease in  
Reported  
Vehicle Thefts

**35%**

Increase in  
Arrests related  
to Vehicle  
Thefts

**2x**

Requested  
increase in #  
of cameras

**Less Vehicle Thefts are  
happening in Vacaville, and  
more of them are getting solved**

Fire apprenticeship, expanded license plate reader  
program among budget requests

- The Reporter

**“Word has gotten out about  
these ALPR programs, and  
folks that are in the business  
of stealing cars will typically  
do a little bit of research and  
find out that a city that has an  
ALPR program they then want  
to avoid”**

**-Chief Ian Schmutzler**

## CASE STUDY: Lexington PD



Lexington PD



Lexington, KY

*In 3 months with 25 Falcons, the Lexington PD had the following outcomes...*

**Total value of recovered vehicles:**  
**\$861,025.00**

**Total of Success Stories:**  
**98**

**NCIC Stolen Vehicles:**  
**57**

**NCIC Warrant:**  
**2**

**Investigative:**  
**26**

**NCIC Missing Person:**  
**4**

**Warrants/Subpoenas Served:**  
**55**

**Missing Persons Recovered:**  
**11**

**Guns Seized:**  
**25**

**# of Charges:**  
**246**

**# of Persons Charged:**  
**97**

## CASE STUDY: Long Term Crime Reduction



CCPD



Cobb County, GA

**“[We’re] able to react to crimes in progress with actionable evidence obtained quickly and effortlessly by Flock Safety.”**

**- Chief VanHoozer**

Cobb County drops crime by 60% w/ help of tech

- Fox 5 Atlanta

### 215 Beat

**64%** Entering Auto

**63%** Non-Res Burglary

### Precinct 2

**35%** Entering Auto

**40%** Robbery

	5 Yr Avg	2018	2019	'18 -> '19 % Change
Robbery	29	23	11	<b>-52%</b>
Res Burglary	59	34	27	<b>-21%</b>
Non-Res Burglary	23	27	10	<b>-63%</b>
Entering Auto	147	138	50	<b>-64%</b>
Theft	135	160	150	<b>-6%</b>
Vehicle Theft	55	52	45	<b>-13%</b>

**Crime reduction prevention**

## Flock ALPR



Perth Amboy PD



Perth, NJ

- Results with 6 months of Flock Safety
  - 7 stolen vehicle recoveries
  - 3 stolen plate recoveries
  - 8 fictitious recoveries
  - 10 arrests
  - Assisted with 30 separate investigations for SIU
- In a NYC subway shooting in April of 2022, Flock Safety cameras captured the U-Haul used by the suspect of the shooting, helping detective establish a timeline and location of the suspect that morning prior to the shooting

[Suspect Brooklyn subway shooter indicted on two federal counts, including terror charge](#)



## CASE STUDY: *Violent Crime Reduction*



Dayton PD



Dayton, Ohio

**Before Flock Safety,  
crime in Dayton was 2.1X the  
national average.\***

**Result: 46% reduction in  
violent crime within target  
area after 6 months**

## Problem

- Violent and non-violent crime on the rise
- Community members feel unsafe

---

## Goals

- 29 strategically placed LPR cameras to capture evidence that solves crimes
- Proactively reduce crime to increase quality of life

## CASE STUDY: Long Term Results



Gwinnett County PD - Central Precinct



Gwinnett County, GA

### Central Crime Statistics Comparisons 2020 to 2021

Crime Type	2020	2021	Difference	+/- Percentage
Homicide:	17	10	-7	-41%
Robbery:	135	109	-26	-19%
Aggravated Assault:	259	229	-30	-12%
Aggravated Battery	26	16	-10	-38%
Residential Burglary:	226	204	-22	-10%
Commercial Burglary	190	120	-70	-37%
Entering Autos:	1097	947	-150	-14%
Motor Vehicle Theft:	375	345	-30	-8%

“2021 is the first time in six years that they have had under 1,000 entering autos.”



## CASE STUDY *Long Term Results*



San Marino PD



San Marino, CA

**70%**

Decrease in  
residential  
burglaries

**19%**

Decrease in  
part 1 crimes

**36%**

Requested  
increase in #  
of cameras

**Police Chief and City Council Attribute  
Crime Decrease to More Cases Cleared  
With LPR Cameras**

**As the number of  
cleared cases  
increases, crime  
correspondingly  
decreases.**

# 30-Day ROI with Flock Safety



WPD



Wichita, Kansas

## First Camera Installed

November 5, 2020

## 49 Arrests Made

November 30, 2020

## 53 Stolen Vehicles, 32 Stolen Plates Recovered

December 4, 2020

## 11 Stolen Vehicles Recovered

November 6, 2020

## \$496,000 reached in Vehicle Recoveries

December 1, 2020

## CASE STUDY *Results*



Wichita, KS PD

<b>197</b>	vehicles recovered
<b>88</b>	stolen plates
<b>\$1.9M</b>	in vehicle recoveries
<b>211</b>	arrests, mostly felonies
<b>28</b>	guns seized
<b>1 lb+</b>	of meth
<b>5 lbs+</b>	of marijuana and other
<b>drugs</b>	

**"One of the most impactful technologies we've ever had, period."**

**"Flat out solving unsolvable crimes because of it."**

**"Systemic type of positivity about Flock."**

*-Lt. Casey Slaughter*

*\*Stats are from November 2020 - May 2021*

## Case Study: Auto Theft



Yakima, PD



Yakima, WA

- Avg # of Recovered Vehicles is 58.5 per year (past 4 years)
- Since Flock went live (69 days ago) it has gone up to **89 recovered stolen vehicles**
- Average rate of recovered stolen vehicles over past 4 years is 55.6% since Flock went live it has gone up to 78.76%
- Flock led to 8 arrests in 69 days



## Yakima Police Department

Flock Monthly Report: May 2022



Analysis based on data from the past 30 days  
(May 16th, 2022- June 14th, 2022)

22 Cameras went live **69** days ago

Flock has assisted in **8** Arrests!

### Flock Hits:

- 68** Stolen Vehicles
- 28** Stolen Plates
- 06** Violent Persons
- 03** Missing Persons
- 07** Gang Hits
- 02** Wanted Suspects

\*Note: This data relates to the license plates reported as belonging to/associated with the above categories

- Average number of recovered stolen vehicles over the past 4 years is 58.5
- Number of recovered stolen vehicles since Flock went live is 89

(**52.14%** increase in the number of recovered stolen vehicles since Flock went live)

### Flock Assists:

May 6th, 2022- Weapons Offense- Brandishing Firearm/Death Threats- located suspects vehicle.

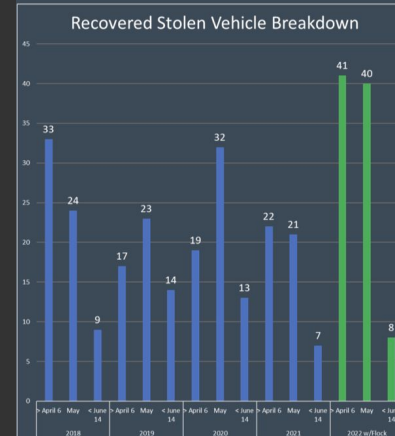
May 29th, 2022- Kidnapping/Auto theft- located stolen vehicle

May 30th, 2022- Weapons Offense- located stolen car, suspect fled when approached by officers, suspect fired at officers

The average rate of recovery of stolen vehicles over the previous 4 years, looking at recovery rates, is 55.6%

Since YPD started using Flock Cameras, the 2022 vehicle recovery rate went up to 78.76%

(**23.18%** increase in the number of recovered reported stolen vehicles since Flock went live)



# flock safety

Let's defeat crime together

## Help your city reduce crime with cameras that see like a detective

*"Flock Safety made my job easy. The system was up and running in just a few weeks, and has proven to help our police department find the evidence to solve more crime."*

*City Manager in Ohio*

Flock Safety provides an affordable, infrastructure-free automatic license plate reading (ALPR) camera system for cities who want to reduce crime within a principled framework. Unlike traditional ALPR, Flock uses Vehicle Fingerprint™ technology to transform hours of footage into a searchable database to find the single piece of evidence needed, even when a license plate isn't visible.

*Not your average security cameras*

### **Infrastructure-Free and Discreet Design**

With solar power and LTE connectivity, we can install the devices almost anywhere. And the beautiful design means it will blend in with your city's aesthetic.

### **Safety-as-a-Service**

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the city council.

### **Vehicle Fingerprint Technology**

Your officers can find vehicle evidence by vehicle type, make, color, license plate state, missing and covered plates, and other unique features like bumper stickers, decals, and roof racks.

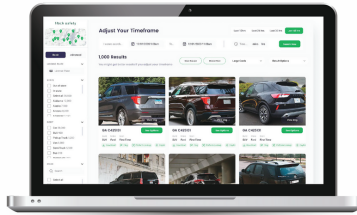


# Join 2500+ cities using Flock Safety to eliminate crime



## Detect

objective evidence your police need to solve crime



## Decode

footage with machine learning so your police can investigate



## Deliver

real-time alerts to police if a wanted or stolen vehicle drives by

## Public Safety Technology Built with Principles

### You own the footage

We won't share it or sell it. It's 100% yours for your law enforcement to use to solve crime.

### Protect resident privacy

All data automatically deletes by default every 30 days on a rolling basis and is encrypted with AES-256 encryption.

### Promote transparency and accountability

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and proactively provides an audit report to city leadership.

### Clear pricing and infrastructure free

\$2500 per camera / year. All the footage is stored in the cloud at no additional fee and there are no hidden costs.

### Protect the Whole Community

It takes all community members working together to eliminate crime, which is why we created a public-private partnership that enables businesses, neighborhoods, schools, and others to partner with your city and police department to build your network.

## Learn More:



"Flock Safety continues to enhance and help our police department capture these vehicles and return the assets to their owners."

-Council member Josh McCurn of Lexington, KY



# Developing your ALPR policy

In the ACLU's reports on ALPR, they make recommendations for law enforcement who consider using ALPR. Flock addressed each of these in our system design and implementation.

- (1) Short data retention
  - (a) Flock by default deletes the data every 30 days, allowing a detective to use the footage for investigative purposes
  - (b) Flock is among the shortest of all the [state statutes](#) on data retention
- (2) No hot lists unless independently verified.
  - (a) The FBI curates NCIC hot list plates; the NIJ curates NAMUS; DOJ funds and curates NCMEC.
  - (b) Most ALPR policies require hot list verification before action.
- (3) No data sharing with 3rd parties.
  - (a) Flock does not share with 3rd parties
- (4) Consult legal counsel
  - (a) Flock welcomes conversations with legal counsel.
- (5) Open to public input and receive approval from democratically elected governing bodies
  - (a) Flock encourages all agencies to seek democratic approval.
- (6) Operate in public and disclose use of ALPR
  - (a) Flock developed a transparency portal.
- (7) Public audits and reports
  - (a) Flock requires an investigative reason to search, and we provide an audit report to system administrators.

# About Flock Safety ALPR

## Privacy and Ethics Factsheet

### How does Flock Safety keep devices and data secure?

Flock Safety holds itself to the highest level of security. We have implemented the following security policies and features:

- Flock Safety data and footage is encrypted throughout its entire lifecycle. All data is securely stored with AES256 encryption with our cloud provider, Amazon Web Services.
- On-device, data is only stored temporarily for a short time until it is uploaded to the cloud, at which point it is removed automatically from the local device. This means the data is secure from when it is on the Flock Safety device to when it is transferred to the cloud, using a secure connection to Flock Safety servers. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest.
- Flock Safety defaults to permanently deleting all data after 30 days on a rolling basis, setting a new standard in the industry.

### Who has access to data collected by Flock Safety devices?

- Flock Safety's customers own 100% of their data and determine who has access. Flock Safety will never share or sell the data, per our privacy policy.
- With explicit written permission from the customer, Flock Safety does have the ability to grant law enforcement access to specific footage for a short period (24 hours, 48 hours, or however long the customer desires) in the event of an investigation following a crime. Access can only be granted through the approval of the customer.
- Flock Safety has maintenance software in place to measure device performance and image capture quality. This is used to diagnose issues preemptively and schedule service calls in the event of a device malfunction or emergency.

# About Flock Safety ALPR

## Privacy and Ethics Factsheet

### How long does Flock Safety keep data?

- Flock Safety stores footage for only 30 days on a rolling basis by default, after which the footage is automatically hard deleted. The only exception to this is if a democratically-elected governing body or official legislates a different data retention period.

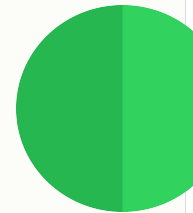
### What features do Flock Safety devices have that enable audits and oversight?

- While searching for footage or other evidence on the Flock Safety platform, law enforcement agencies must enter reason codes to verify the legitimacy of the search and create an audit trail.
- Authorized users go through training to properly use our system and communicate with their dispatch teams.
- Flock Safety customers commit not to use the data collected to work with third-party repossession companies, traffic enforcement, revenue collection, unpaid fines, or towing companies. We do not use facial recognition or capture any personally identifiable information such as name, phone number, or address, and we do not work with federal government agencies for immigration enforcement purposes.
- Flock Safety's ALPR Transparency Portal, an optional free feature for all law enforcement customers, is the first public-facing dashboard for law enforcement agencies, city leaders, and local government officials to share policies, usage, and public safety outcomes related to ALPR technology. The ALPR Transparency Portal helps promote transparency and accountability in the use of policing technology in order to build community trust while creating a safer, more equitable society.

# Flock's response to common concerns

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1. **Short data retention & No sharing with 3rd parties**
  - a. Data is by default stored for 30 days and then permanently deleted, unless connected to an active investigation.
  - b. You own your data, and we never sell your data.
2. **Public input and approval**
  - a. City Council approval
  - b. Community town-halls
3. **Transparent communication**
  - a. [Transparency portal](#)
  - b. Annual updates to City Council
4. **Slippery slope arguments**
  - a. Democratic authorization, good ALPR policies, and community engagement protects us and our customers from becoming what we want to avoid.
5. **Audits and accountability**
  - a. Our system automatically requires a law enforcement reason to search. These can be reported through the transparency portal.
6. **Over-policing**
  - a. Violent crime disproportionately affects the BIPOC community (8X more likely to be a victim than white counterparts), and violent crime has increased by more than 30% in the last 2 years.
  - b. Indiscriminate evidence. Unbiased, actionable leads



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

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Rislende Amended Preliminary Plan Continuation Request

**PROCEDURE:** Public Hearing Action Item

**SUMMARY:** Rislende was public noticed to appear in front on the Board of Trustees on January 8, 2024, however, to ensure adequate time for presentation and discussion, Town Staff and the applicant are requesting a continuance to January 22, 2024.

**ORDINANCE FIRST READING DATE:** N/A

**ORDINANCE SECOND READING DATE:** N/A

**ORIGINATED BY:** Nicole Centeno

**PRESENTED BY:** Nicole Centeno

**DOCUMENTS ATTACHED:** N/A

**TOWN ATTORNEY REVIEW** ☐ ☒ NO **INITIALS:** NC

**SUBMITTED BY:**

Nicole Centeno  
Nicole Centeno, Comm Dev Manager

**REVIEWED BY:**

  
Jeff Layman, Town Administrator

**BOARD OF TRUSTEES REGULAR MEETING**  
**January 8, 2024**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Lease of Town Land to Support Garfield County's Fiber Infrastructure Project

**PROCEDURE:** Discussion Item

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Attached please find a proposed lease with the Garfield County Board of County Commissioners to lease a small parcel of Town land at our Public Works shop to support the fiber infrastructure project. A small building has been located there, along with electrical service and a gas-powered emergency generator and the fiber necessary to make broadband connections throughout Town.

This facility, which we have discussed many times, is called a Carrier Neutral Location (CNL).

The contract is for \$1 per year and requires that the County maintain the building and all of its components, as well as to pay for electricity and natural gas to the site.

Once the Board of Trustees approves this language, we will present it to the Board of County Commissioners for their approval and then submit it to the BoT for a consent agenda approval.

**RECOMMENDATION:** Staff is recommending that the Board approve of this lease agreement's language.

Town Attorney Lawrence Bond will be on hand to answer questions and concerns and help to lead the conversation.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Jeff Layman/Trey Fonner/Lawrence Bond

**TOWN ATTORNEY REVIEW:** / X / Yes / / No **LMB**

**DOCUMENTS ATTACHED:** Proposed lease document; map of building location

**SUBMITTED BY:**

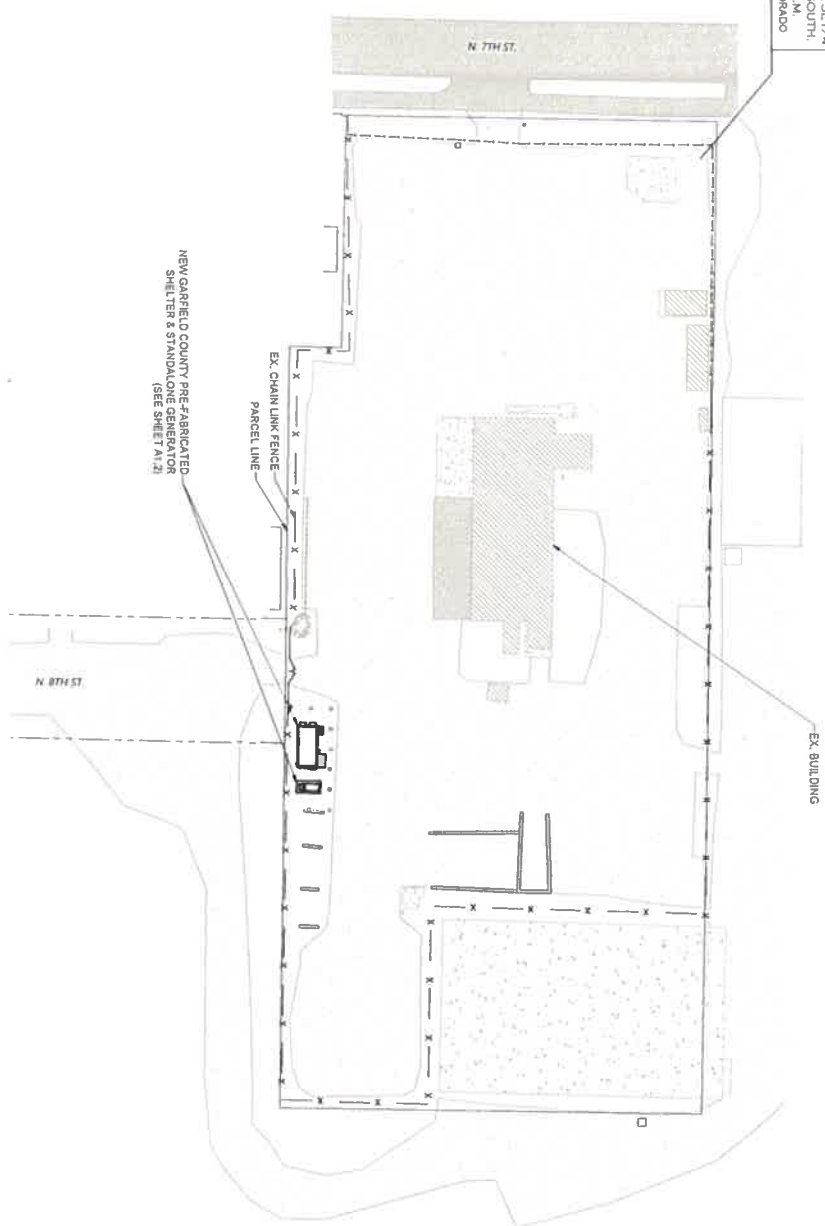
Jeff Layman  
Jeff Layman, Town Administrator

**REVIEWED BY:**

Sheila M. McIntyre  
Sheila M. McIntyre, Town Clerk

NOTE:  
PARCEL BOUNDARY (WHERE  
PROVIDED) FROM SURVEY BY  
TRUE NORTH COLORADO LLC.

PARCEL:  
217903300007  
A TRACT OF LAND LOCATED IN THE SE 1/4  
SW 1/4 SECTION 17 TOWNSHIP 6 SOUTH,  
RANGE 92 WEST OF THE 6TH P.M.  
COUNTY OF GARFIELD, STATE OF COLORADO



1

OVERALL SITE PLAN

SCALE = 30'

0'

15'

30'

60'

Scale 1" = 30'

827 SALUDA WAY  
AURORA, CO 80016  
303.343.6544

Mountain Wireless

PRELIM  
NOT FOR  
CONSTRUCTION

18168 E. WEAVER DR.  
AURORA, CO 80016

SITE NAME:  
SILT CNL

SITE ADDRESS:  
612 N 7TH ST.  
SILT, CO 81652

PROJECT:  
GARFIELD COUNTY  
MM FIBER PHASE 2

PHASE:  
PCD - REV.B

ISSUE DATE:  
08/17/2023

OVERALL  
SITE PLAN

A1.0

SCALE SET FOR 24" X 36" SHEET  
1/8" = 1' & 3/4" = 30' & 1/2" = 15'

## LEASE

This Lease (the “**Lease**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the TOWN OF SILT, COLORADO (“Landlord” or “Town”) and THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO (“Tenant” or “County”). In consideration of the payment of the Rent (as defined below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

**1. Purpose.** The purpose of this Lease is to provide a site for the construction, installation, operation, maintenance, repair and replacement of equipment, a pre-fabricated shelter, and standalone generator to support Garfield County’s fiber infrastructure project as described and depicted in the plans dated August 17, 2023, prepared by NeuComm Solutions attached hereto as Exhibit A (the “**Plans**”).

**2. Premises:** Landlord is the owner of 612 North 7<sup>th</sup> Street, in Silt, Colorado Landlord hereby leases a portion of 612 North 7<sup>th</sup> Street as shown in the Plans (the “**Premises**”) to Tenant for Tenant’s non-exclusive use according to the terms of this Lease.

**3. Term:** Tenant shall take possession of the Premises and Landlord will lease the Premises to Tenant pursuant to the terms and conditions of this Lease from 12:00 a.m. on \_\_\_\_\_, 2023, through \_\_\_\_\_, 2043 (the “**Term**”).

**4. Renewal.** Subject to Tenant’s compliance with the terms of this Lease, Tenant shall have the option to extend the Term pursuant to the terms and conditions contained herein for one additional ten (10) year term (the “**Renewal Term**”). The renewal shall be automatic unless Tenant or Landlord provides the other party with written notice of non-renewal at least one hundred and eighty (180) days before the end of the Term. The option to renew set forth in this Paragraph 4 may only be exercisable by Tenant if no Tenant Default exists at the time of renewal.

### **5. Default, Termination, & Abandonment.**

- A. If default shall be made in any of the covenants or conditions to be kept, observed and performed by Tenant, without correction thereof for fifteen (15) days after written notice, the Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.
- B. Landlord and Tenant reserve the right to terminate this Lease with or without cause upon eighteen (18) months’ written notice to the other party. In the event one party elects to terminate the Lease, all of the parties’ obligations under this Lease will cease as of the date of termination of the Lease stated in the notice. In no event shall Landlord be liable to Tenant for any damages Tenant may incur as a result of Landlord’s exercising its rights under this Paragraph 5.
- C. If Tenant abandons said Premises prior to the noticed termination of this Lease, the Landlord may, at its option, terminate this Lease and take immediate possession of the Premises without need of further written notice. The Landlord’s possession of the Premises does not constitute any waiver of any right it may have for the enforcement of the terms herein.
- D. Upon termination of this Agreement for any reason Tenant shall remove all Tenant’s property from the Leased Premises within fifteen (15) calendar days. After fifteen (15) calendar days following termination of this Agreement Tenant surrenders ownership of all Tenant property left on, in, upon the Leased Premises to the Landlord. Any and all costs incurred by the Landlord to remove, move, and/or dispose of said surrendered property shall be reimbursed to the Landlord within fifteen (15) days written notice by the Landlord to Tenant.

**6. Rent:** Rental for the Initial Term and each Renewal Term shall be payable in the amount of ONE DOLLAR (\$1.00) per year (the “**Rent**”).

**7. Use of Premises:** The Premises shall only be used for the purposes described in the Plans. Landlord shall have the right to use Lot C13 for whatever other uses Landlord deems appropriate, provided that no such uses shall interfere with

Tenant's authorized uses on the Premises. Should Tenant desire to expand or change the uses set forth in the Plans or expand the scope of the Premises, a written amendment to this Lease shall be required.

**8. Taxes and Utilities:** Both Tenant and Landlord are tax-exempt governmental entities. Tenant shall be responsible for paying all utilities needed by Tenant on the Premises including electricity and natural gas. Tenant does not anticipate any other utility needs. Tenant shall put said utilities in its name and pay the utilities directly to the utility provider. In the event Tenant fails to timely pay any of the utility charges, it shall be deemed a Default.

**9. Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises. Landlord makes no representations, or warranties as to the physical condition of the Premises or their suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations or warranties as to the suitability of the Premises for Tenant's intended use. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto.

**10. Entry and Security:** Landlord reserves the right to enter the Leased Premises at reasonable times and during regular business hours to inspect them and Tenant shall permit Landlord to do so. Tenant is required to keep entry to the Leased Premises secure from unauthorized access at all times.

**11. Subletting and Assignment:** Tenant shall not assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. Landlord acknowledges that Tenant shall sublet the Fixtures on the Premises to third parties without prior Landlord consent or approval.

**12. Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property. Any personal property of Tenant not removed within one hundred and eighty (180) days following such termination shall, at Landlord's option, become the property of Landlord.

**13. Repairs and Maintenance of the Premises:** The Landlord shall have no duty to maintain the Premises or any improvements thereon erected by Tenant.

**14. Tenant Improvements.** Tenant is permitted to make improvements to the Premises as shown in the Plans or as authorized in writing by the Silt Town Administrator.

**15. Mechanic's Liens.** Tenant shall promptly pay when due the entire cost of any Tenant improvements, work or repairs on the Premises undertaken by Tenant. Both Landlord and Tenant are governmental entities exempt from mechanic's liens. Nevertheless, if any person or entity attempts to file a mechanic's lien against any portion of Lot C13 arising out of Tenant's activities, Tenant shall take all necessary steps to obtain a release or discharge of such lien.

**16. Insurance:** Tenant shall maintain the following insurance:

A. Public liability and commercial liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death with minimum combined single limits of at least the amounts set forth in C.R.S. §24-10-114 in effect during the Term of this Lease. The policy shall be applicable to the Premises and all associated operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), and blanket contractual damages in amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, special events on the Premises;

B. Any additional insurance required by law, including workers' compensation insurance, or that Tenant deems necessary to cover its trade fixtures, equipment, and other personal property located on the Premises.

**17. Insurance Requirements:** All of Tenant's insurance related to the Premises shall be in the form and from responsible and well-rated companies, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

**18. Waiver of Liability:** Landlord and Landlord's elected officials, officers, agents, and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises of which they shall be a part.

**19. Indemnification:** Tenant agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Tenant, or any officer, employee, representative, contractor, or agent of the Tenant, or which arise out of any workers' compensation claim of any employee of Tenant. Tenant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all costs and expenses related thereto, including but not limited to court costs and attorney fees. The obligation of this paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the any gross negligence of the Town, its officers, or its employees. The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq.

**20. Third-Party Liability:** Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any occupant, licensee, or invitee of or to the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Premises.

**21. Landlord Insurance:** Property insurance may be procured by Landlord in its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same.

**22. Colorado Governmental Immunity Act.** The parties hereto understand and agree that Landlord and Tenant are relying on and do not waive or intend to waive by any provision of this Lease the monetary limits or any other rights, immunities, and protections provided by the Colorado Governmental Immunities Act, C.R.S. §§ 24-10-101, *et seq.*, as from time to time amended.

**23. Notices:** All notices required to be sent under the Lease shall be in writing and sent via U.S. first class mail, postage prepaid.

**24. Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

**25. Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

**26. Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

**27. Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

**28. Compliance with TABOR.** No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Tenant or Landlord to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by either party to or in aid of any person, company or corporation under applicable law.

**TENANT:**  
GARFIELD COUNTY BOARD OF  
COMMISSIONERS

**LANDLORD:**  
TOWN OF SILT, COLORADO, a Colorado home  
rule municipality

\_\_\_\_\_  
John Martin, Chairman

\_\_\_\_\_  
Keith Richel, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
County Clerk

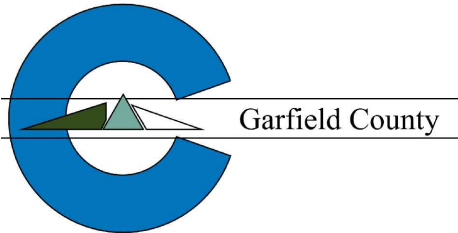
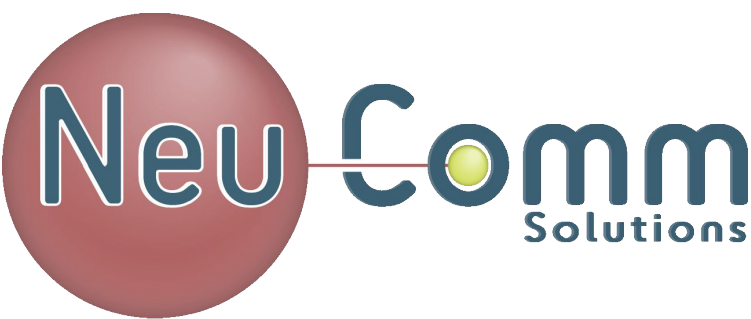
\_\_\_\_\_  
Town Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

See attached Garfield County MM Fiber Phase 2 plans attached hereto and incorporated herein by this reference.



SITE NAME: SILT CNL

PROJECT: GARFIELD COUNTY MM FIBER PHASE 2

ADDRESS: 612 N 7TH ST.  
SILT, CO 81652

SITE CONTACT:

JAMAICA WATTS  
FINANCE DIRECTOR  
970.945.1377 EXT: 1285  
JWATTS@GARFIELD-COUNTY.COM

PROJECT DESCRIPTION:

INSTALLATION OF NEW PRE-FABRICATED  
EQUIPMENT SHELTER & STANDALONE  
GENERATOR TO SUPPORT GARFIELD  
COUNTY'S FIBER INFRASTRUCTURE  
PROJECT.

PROJECT DATA:

COUNTY: GARFIELD  
JURISDICTION: TOWN OF SILT  
PARCEL #: 2179-033-00-007  
PROPERTY OWNER: TOWN OF SILT  
ZONE DISTRICT: PUBLIC UTILITY  
ACRES: 2.28±  
LEGAL DESCRIPTION: A TRACT OF LAND LOCATED IN  
THE SE 1 / 4 SW 1 / 4, SECTION  
3, TOWNSHIP 6 SOUTH, RANGE  
92 WEST OF THE 6TH P.M.  
GOVERNING CODES: 2015 I-CODES, 2009 IECC,  
2022 NEC

EQUIPMENT SHELTER DATA:

OCCUPANCY TYPE: S2  
CONSTRUCTION TYPE: VB  
NUMBER OF STORIES: 1  
FULLY SPRINKLERED: NO  
USAGE: UNMANNED SHELTER  
HEIGHT: 10'-5 1/8"  
AREA: 200 SQFT  
EXTERIOR FINISH: EXPOSED WASHED  
AGGREGATE  
ROOF FINISH: SEALED ELASTOMERIC  
COARSE PAINTED ROOF

SHEET LIST:

T1	TITLE SHEET
1 OF 1	SURVEY
A1.0	OVERALL SITE PLAN
A1.1	DETAILED SITE PLAN
A1.2	SITE LAYOUT
A1.3	DIMENSIONED SITE LAYOUT
A1.4	SHELTER LAYOUT
A2.1	NORTH & EAST SHELTER ELEVATIONS
D1.1	DETAILS
S1.1	FOUNDATION DETAILS
E1.1	UTILITY PLANS
E1.2	GROUNDING PLAN
E2.1	ONE-LINE DIAGRAM
E3.1	GROUNDING DETAILS
E3.2	ELECTRICAL DETAILS
E3.3	GENERATOR SPECIFICATIONS
GN 1	GENERAL NOTES

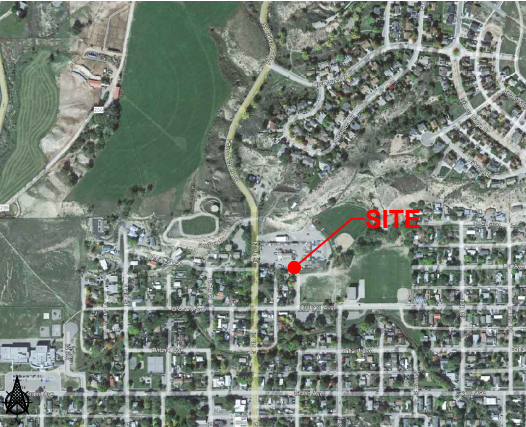


PRELIM  
NOT FOR  
CONSTRUCTION

SITE PHOTO:



SITE MAP:



PROJECT TEAM:

CONSTRUCTION MANAGER:	A&E MANAGER:
KAREN DIACK NEUCOMM SOLUTIONS 303.829.0023 KAREN@NEUCOMMSOLUTIONS.COM	SAM MIKA MOUNTAIN WIRELESS 720.684.9509 SMIKA@MOUNTAINWIRELESS.COM



SITE NAME:  
SILT CNL

SITE ADDRESS:  
612 N 7TH ST.  
SILT, CO 81652

PROJECT:  
GARFIELD COUNTY  
MM FIBER PHASE 2

PHASE:  
PCD - REV.B

ISSUE DATE:  
08/17/2023

TITLE  
SHEET

T1

NOTE:  
PARCEL BOUNDARY (WHERE  
PROVIDED) FROM SURVEY BY  
TRUE NORTH COLORADO LLC.



927 SALIDA WAY  
AURORA, CO 80011  
303.343.6544

PRELIM  
NOT FOR  
CONSTRUCTION



18168 E. WEAVER DR.  
AURORA, CO 80016

SITE NAME:

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612 N 7TH ST.  
SILT, CO 81652

PROJECT:

GARFIELD COUNTY  
MM FIBER PHASE 2

PHASE:

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08/17/2023

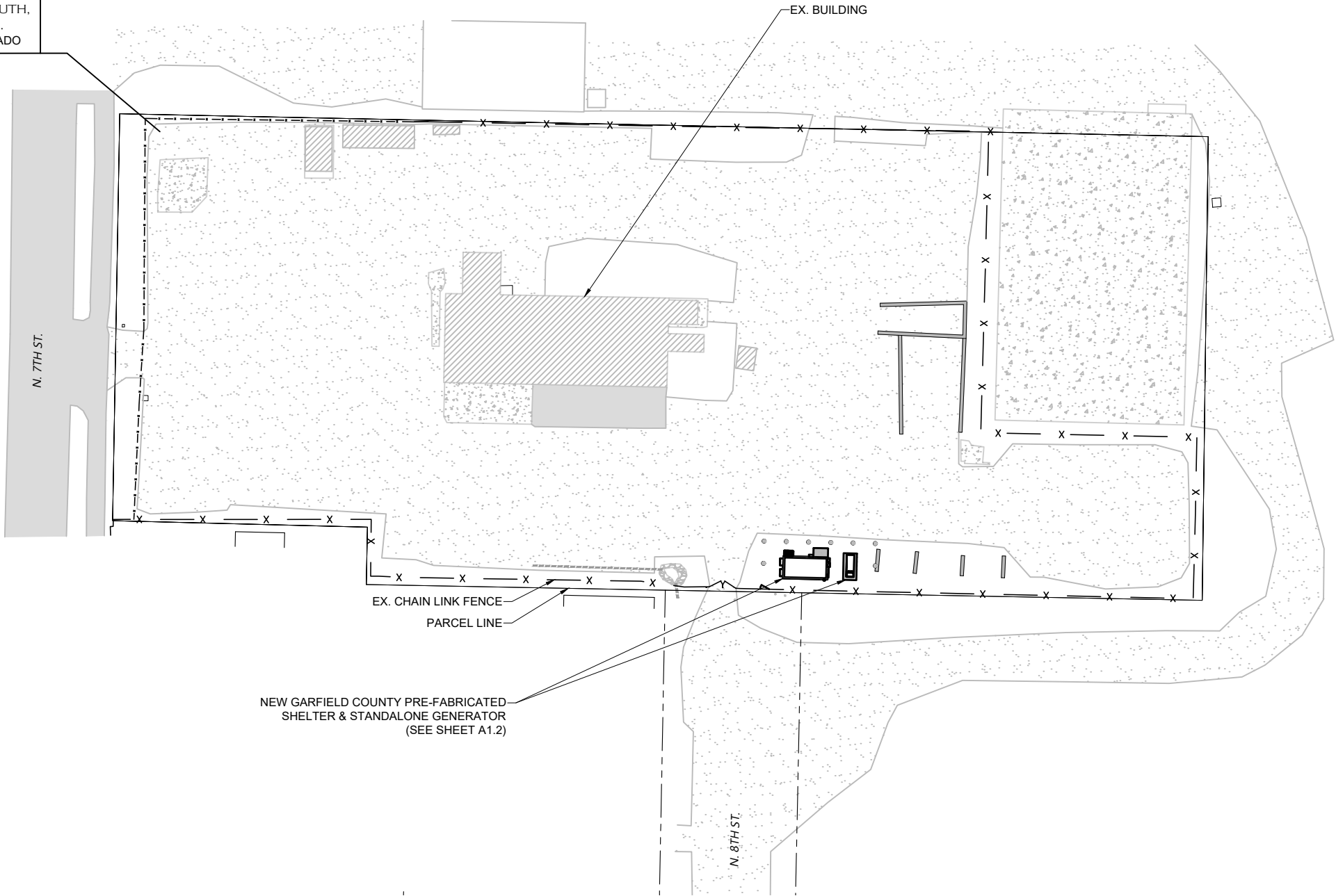
OVERALL

SITE PLAN

A1.0

SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET

PARCEL:  
2179-033-00-007  
A TRACT OF LAND LOCATED IN THE SE 1/4  
SW 1/4, SECTION 3, TOWNSHIP 6 SOUTH,  
RANGE 92 WEST OF THE 6TH P.M.  
COUNTY OF GARFIELD, STATE OF COLORADO



1 OVERALL SITE PLAN  
SCALE: 1" = 30'-0"

0' 15' 30' 60'  
Scale: 1" = 30'-0"



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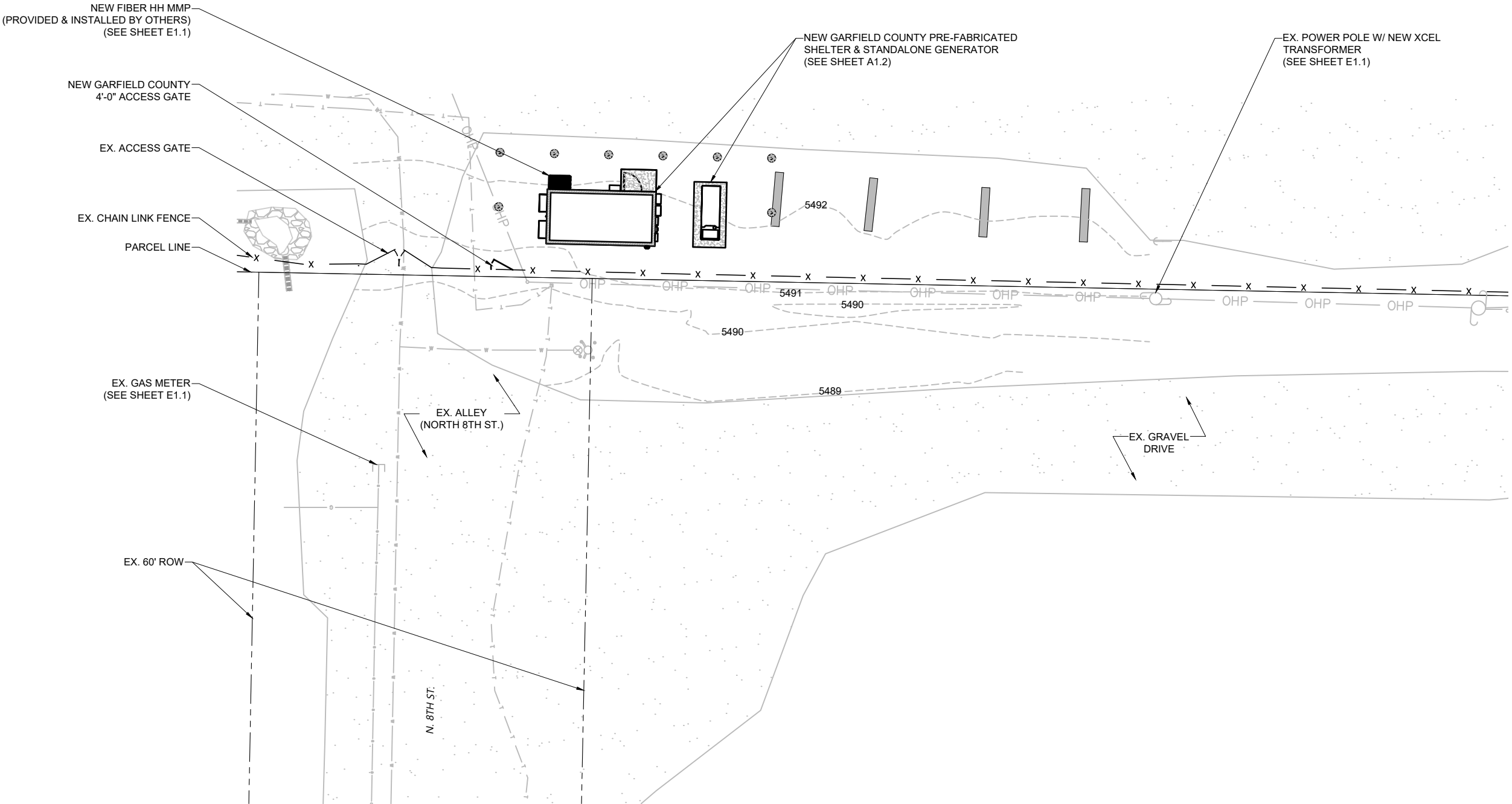
08/17/2023

DETAILED SITE

PLAN

A1.1

SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET



1 DETAILED SITE PLAN

SCALE: 3/32" = 1'-0"



Scale: 3/32" = 1'-0"

**PRELIM**  
NOT FOR  
CONSTRUCTION



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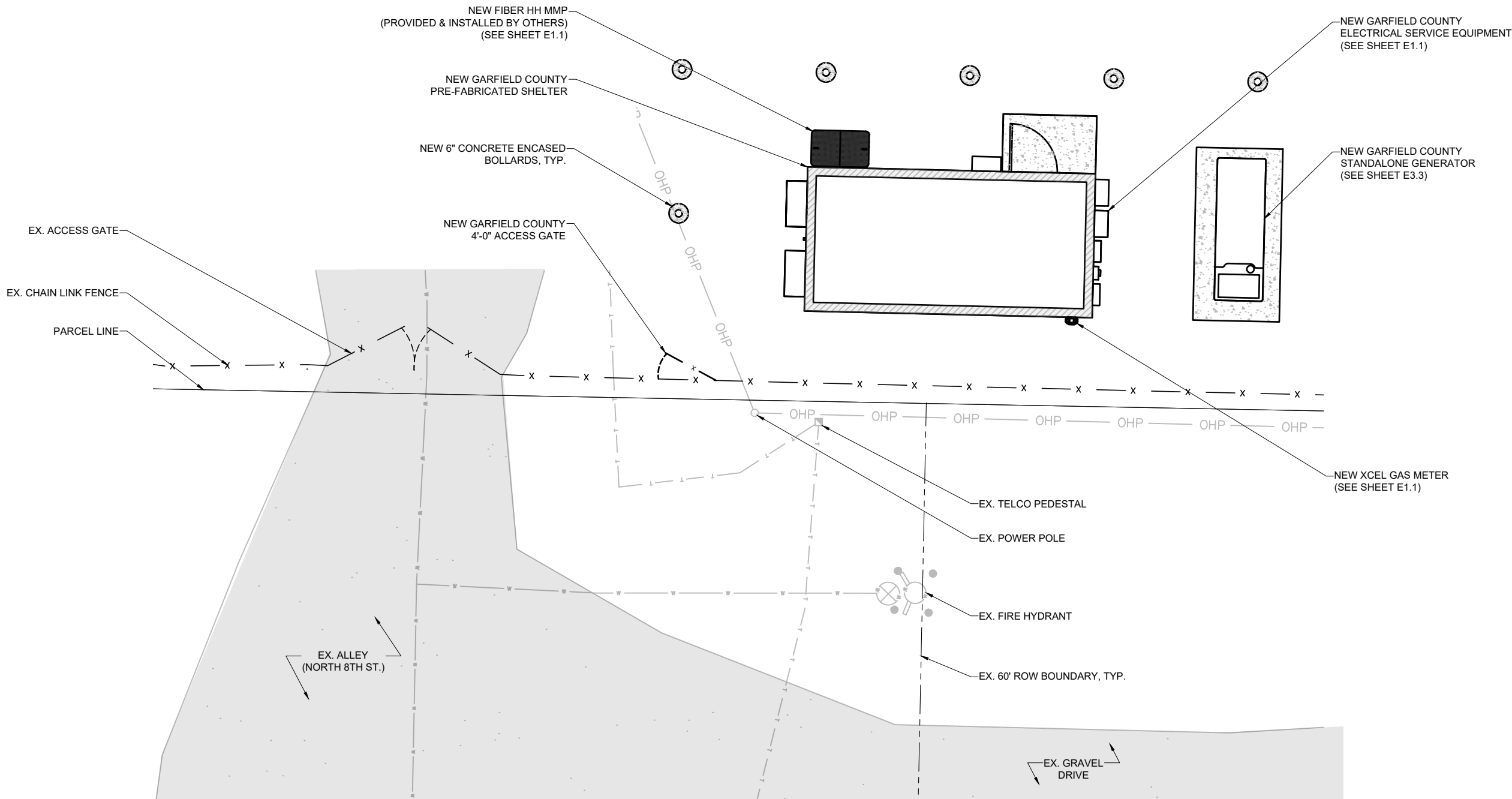
ISSUE DATE:

08/17/2023

SITE LAYOUT

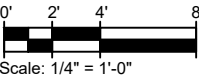
**A1.2**

SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET



**1**

**SITE LAYOUT**  
SCALE: 1/4" = 1'-0"



Scale: 1/4" = 1'-0"

PRELIM  
NOT FOR  
CONSTRUCTION



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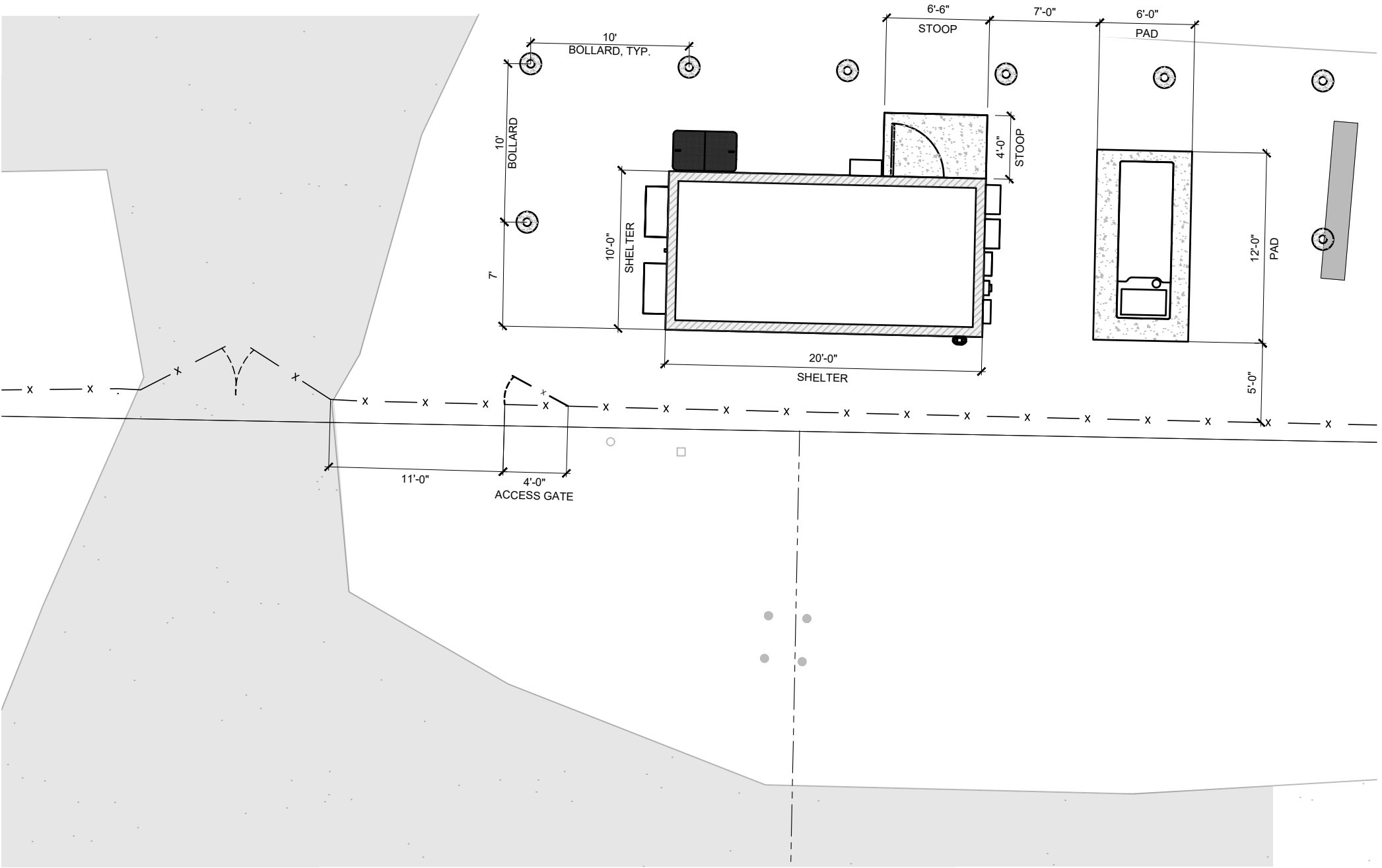
PROJECT:  
GARFIELD COUNTY  
MM FIBER PHASE 2

PHASE:  
PCD - REV.B

ISSUE DATE:  
08/17/2023

DIMENSIONED  
SITE LAYOUT

A1.3



1

DIMENSIONED SITE LAYOUT

SCALE: 1/4" = 1'-0"



Scale: 1/4" = 1'-0"



927 SALIDA WAY  
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SHELTER

LAYOUT

A1.4

SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET

1

SHELTER LAYOUT

SCALE: 3/4" = 1'-0"

0'

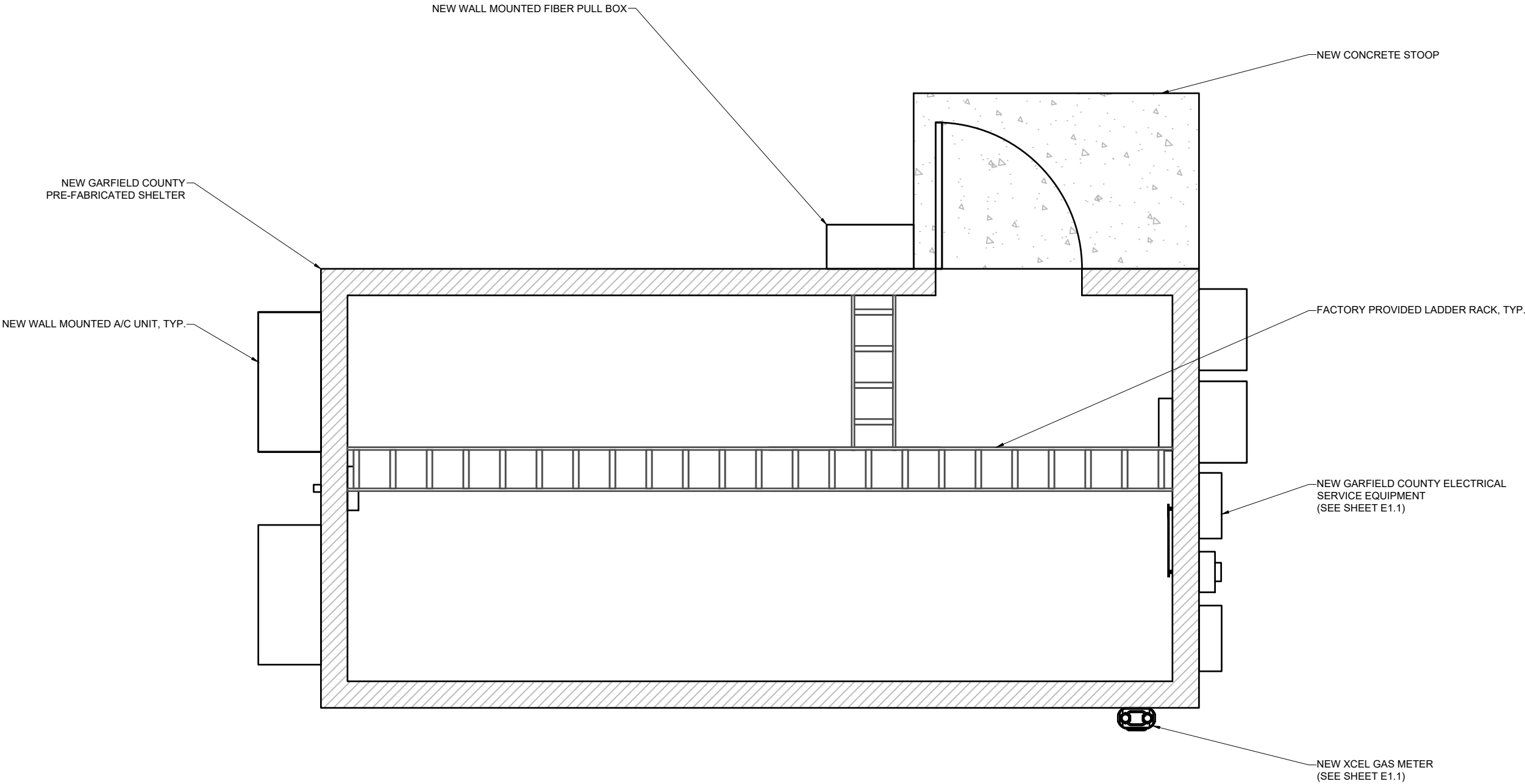
6"

1'

2'

3'

Scale: 3/4" = 1'-0"





927 SALIDA WAY  
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PHASE:

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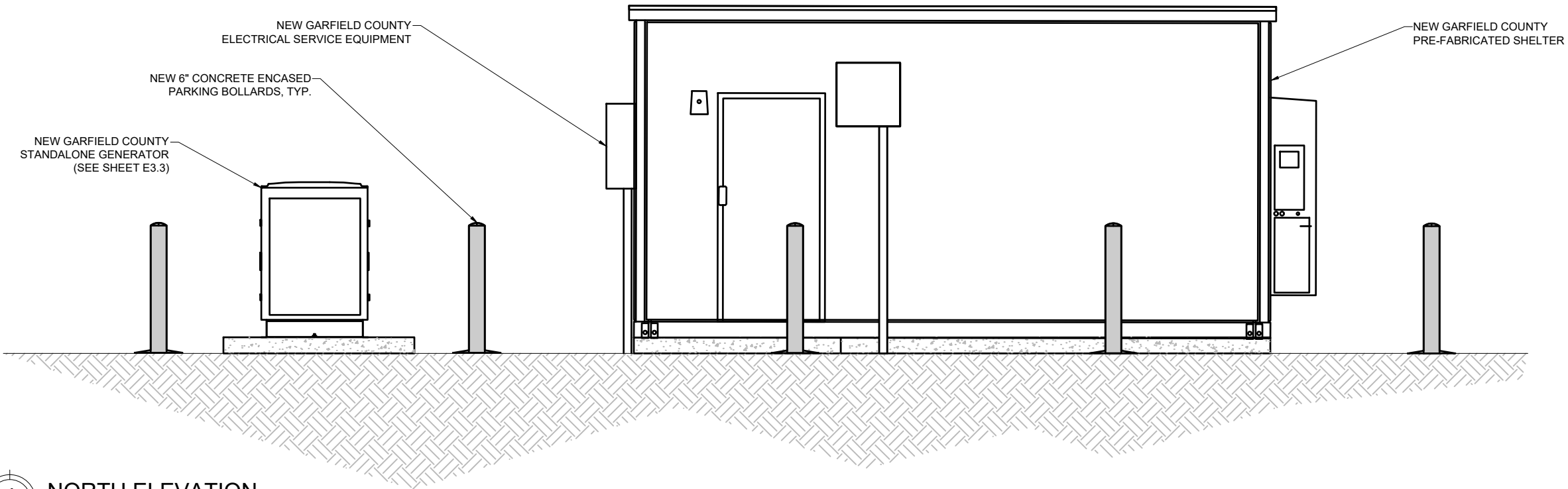
ISSUE DATE:

08/17/2023

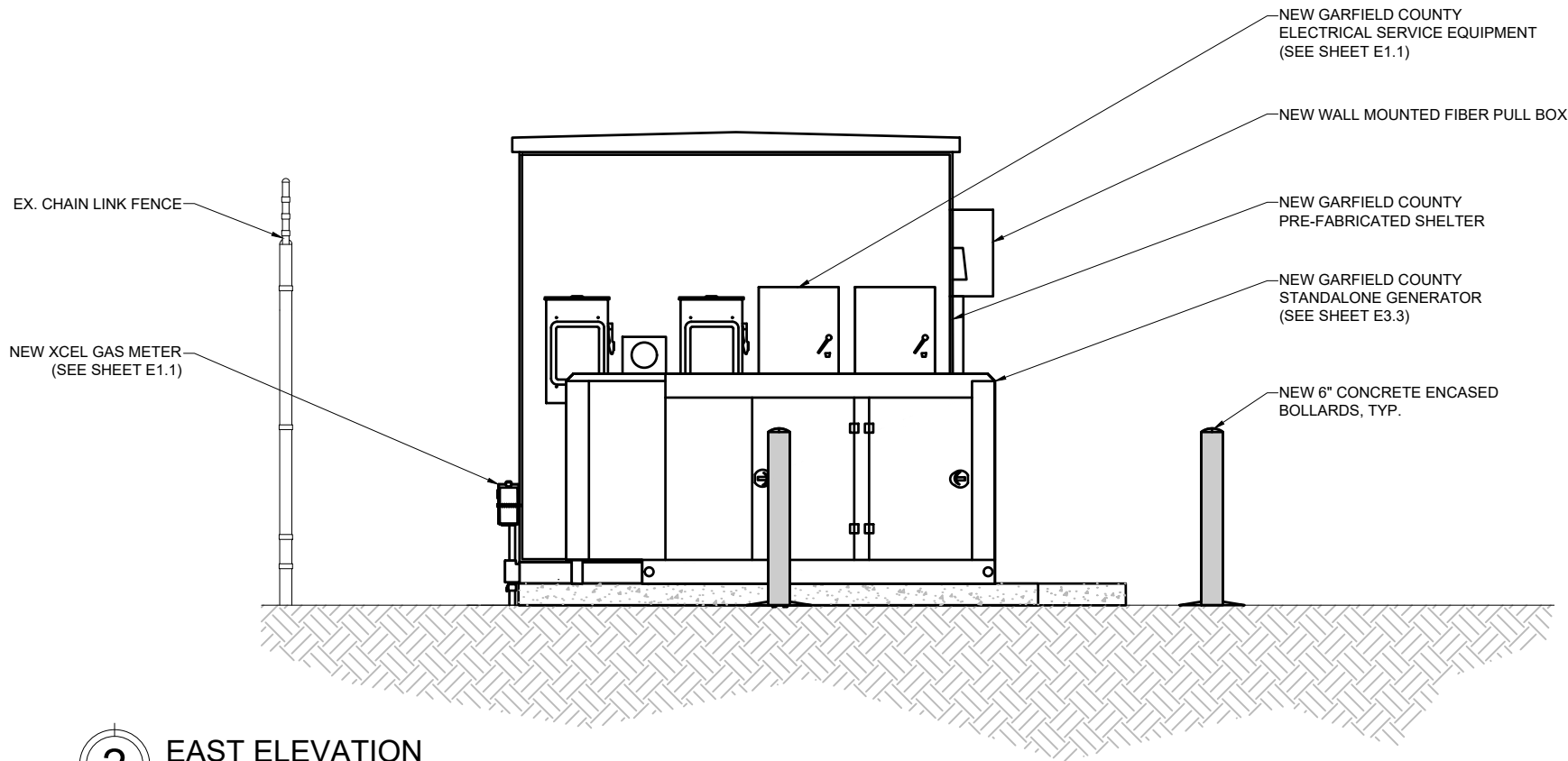
NORTH & EAST  
SHELTER ELEVATIONS

A2.1

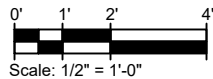
SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET

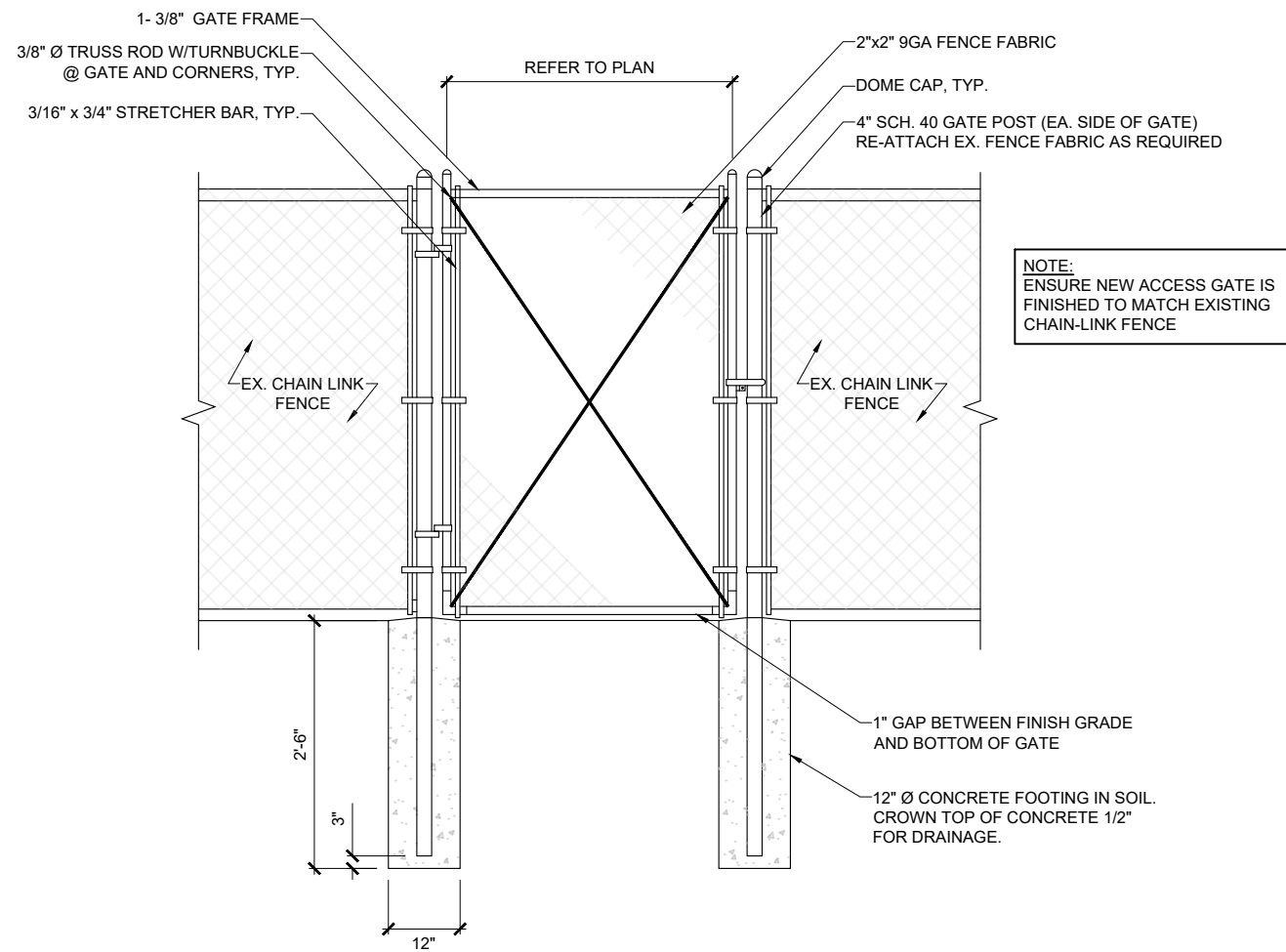


1 NORTH ELEVATION  
SCALE: 1/2" = 1'-0"

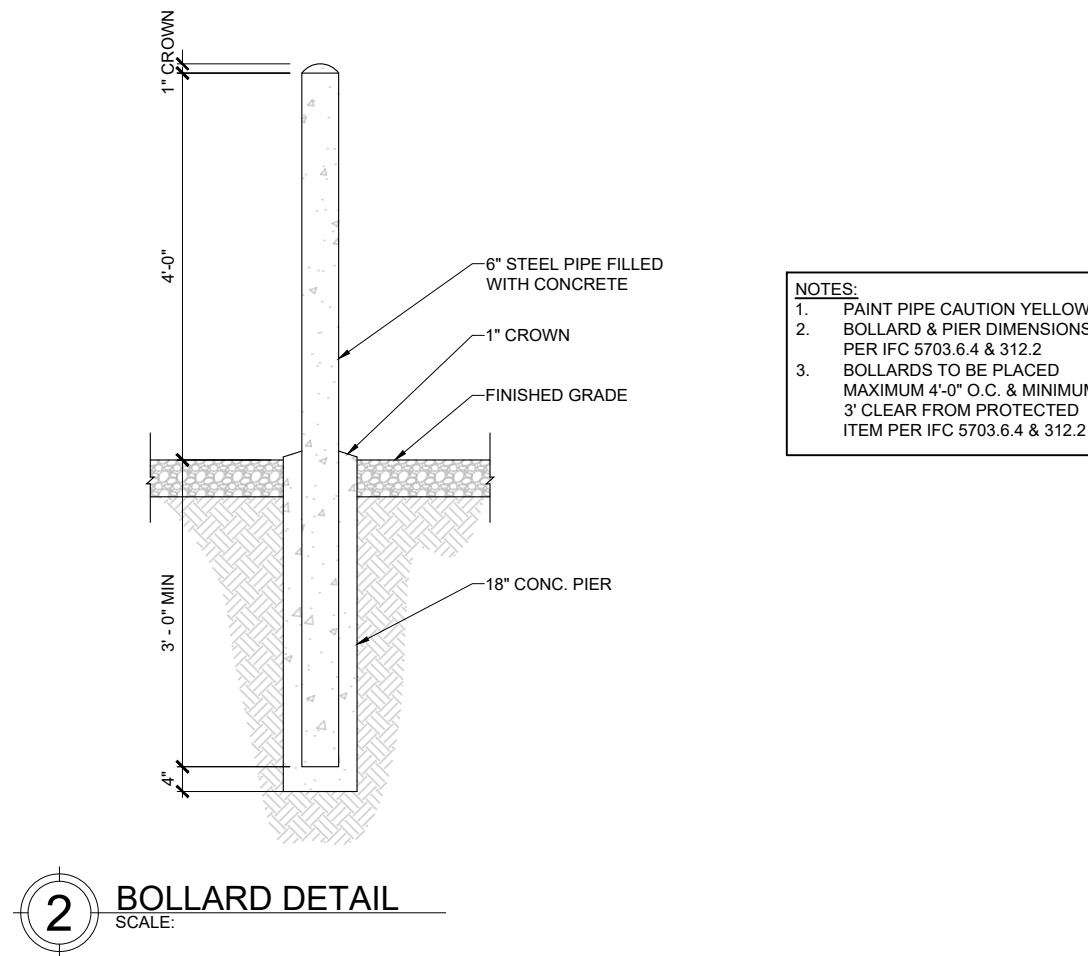


2 EAST ELEVATION  
SCALE: 1/2" = 1'-0"

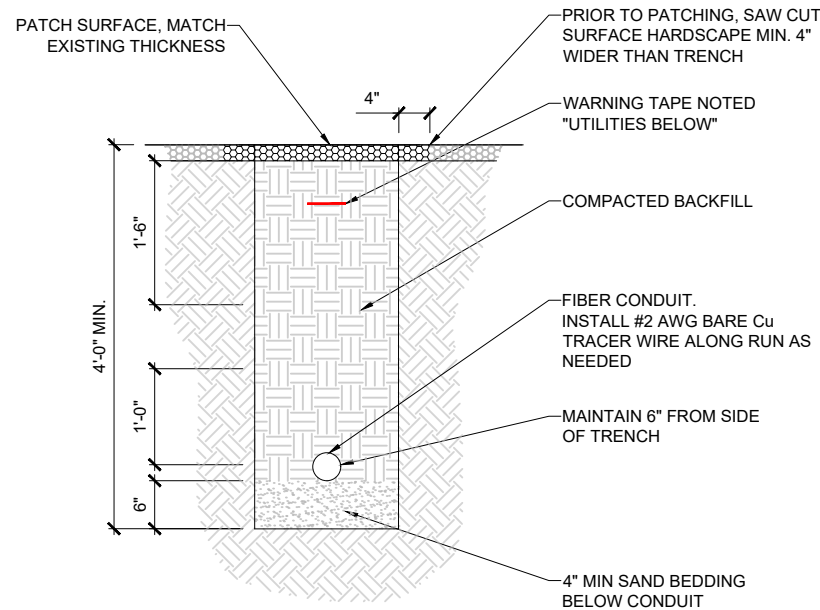




**1 ACCESS GATE DETAIL**  
SCALE:

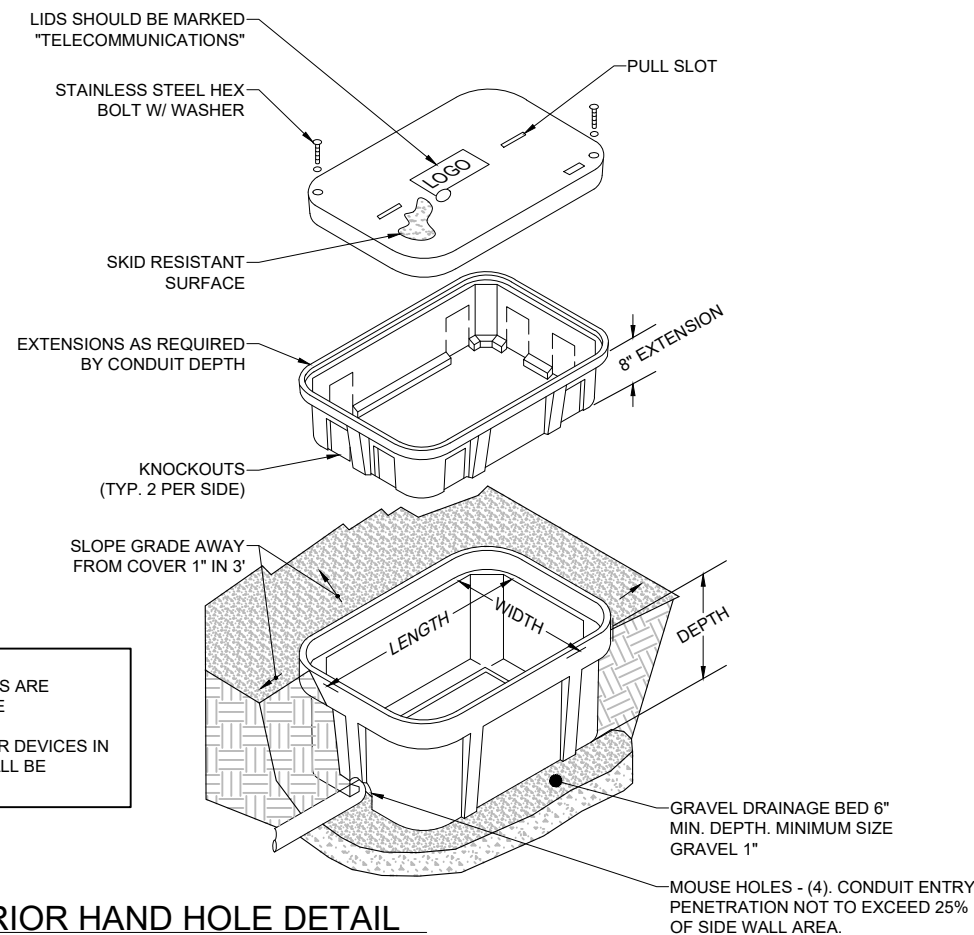


**2 BOLLARD DETAIL**  
SCALE:



- TRENCH NOTES:**
1. COMPACT TYPE II TO 95% STANDARD PROCTOR @ 2% MOISTURE.
  2. COMPACT SAND TO 90% STANDARD PROCTOR @ 2% MOISTURE.
  3. COORDINATE TRENCH INSPECTIONS WITH UTILITY REPRESENTATIVES AND JURISDICTIONAL INSPECTORS.
  4. VERIFY JOINT TRENCH USE RESTRICTIONS AND REQUIREMENTS PRIOR TO PLACING UTILITY. MAINTAIN 12" RADIAL SEPARATION FROM WATER AND TELECOM.
  5. VERIFY MOST RECENT STANDARDS AND SPECIFICATIONS WITH UTILITY PROVIDER.

**3 FIBER SERVICE TRENCH**  
SCALE:



**4 EXTERIOR HAND HOLE DETAIL**  
SCALE:

**PRELIM**  
NOT FOR  
CONSTRUCTION

SITE NAME:  
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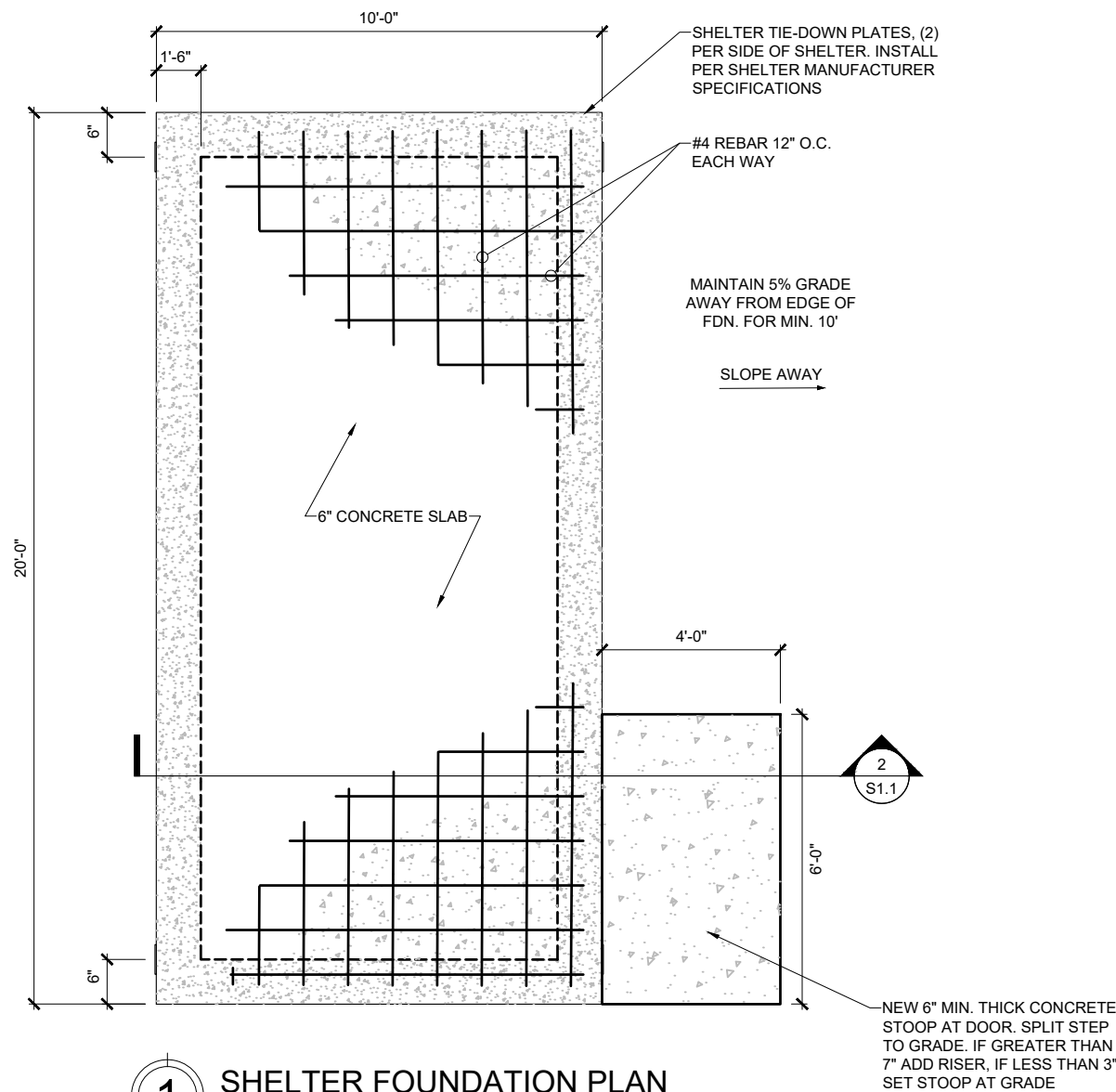
PROJECT:  
**GARFIELD COUNTY  
MM FIBER PHASE 2**

PHASE:  
**PCD - REV.B**

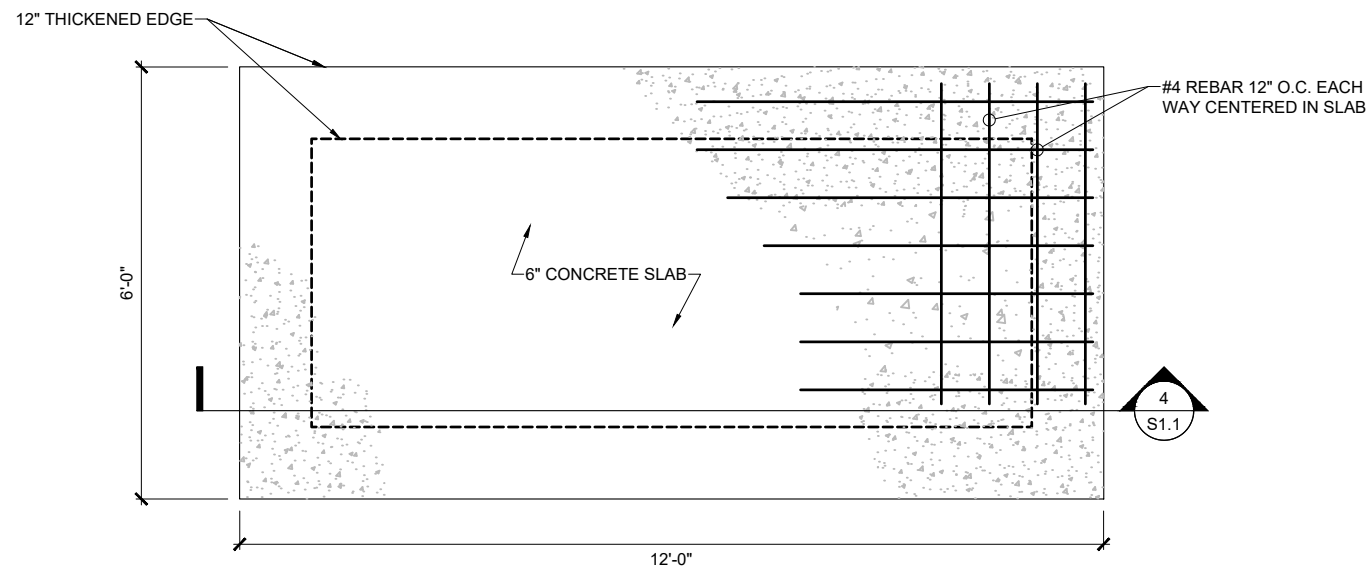
ISSUE DATE:  
**08/17/2023**

**DETAILS**

**D1.1**

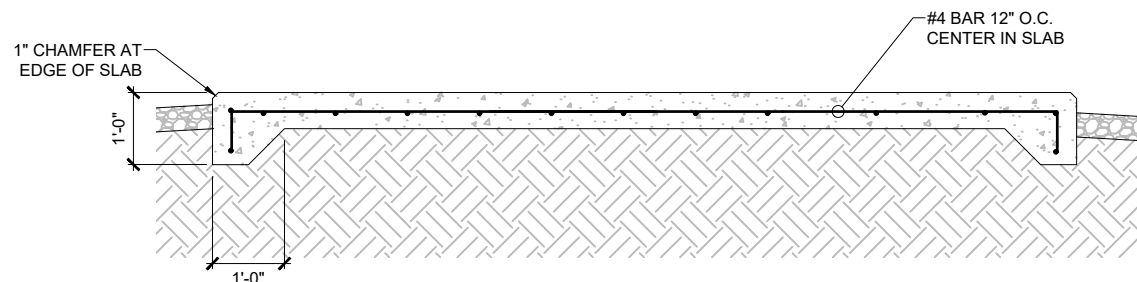


**1 SHELTER FOUNDATION PLAN**  
SCALE: 1/2" = 1'-0"

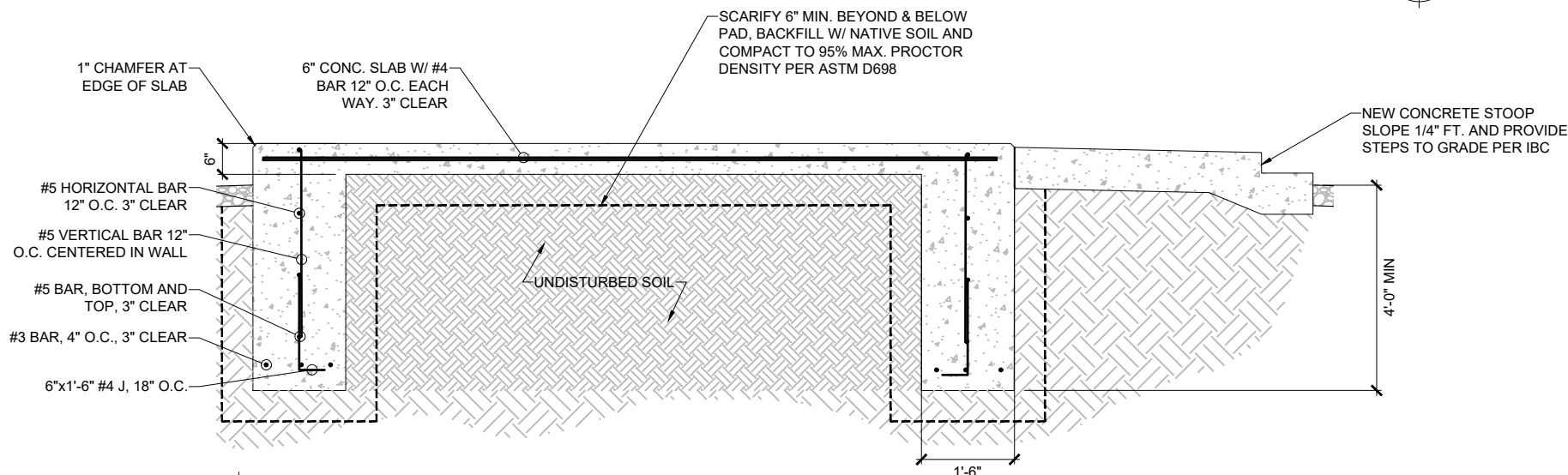


**3 GENERATOR SLAB LAYOUT**  
SCALE: 3/4" = 1'-0"

- NOTES:**
1. PROVIDE CONDUIT STUB-UPS OR BLOCK OUTS PER GENERATOR INSTALLATION INSTRUCTIONS
  2. GENERATOR ANCHORAGE TO BE MIN. (10) ANCHORS, MIN. 1/2" DIAMETER - VERIFY WITH MANUFACTURING SPECS.



**4 GENERATOR SLAB SECTION**  
SCALE: 3/4" = 1'-0"



**2 TYPICAL FOUNDATION SECTION**  
SCALE: 3/4" = 1'-0"

- DESIGN PARAMETERS:**
- SNOW LOAD: 45 PSF
  - SHELTER WEIGHT: 55,000 LBS
  - SOIL ALLOWABLE BEARING PRESSURE: 1,300 PSF
  - NON EXPANSIVE SOILS

- NOTES:**
1. DIMENSIONS ARE APPROXIMATE, VERIFY SHELTER DIMENSIONS PRIOR TO SETTING FORMS. ADJUST AS NEEDED.
  2. GRUB SITE OR ORGANIC MATTER.
  3. FINISH SURFACE COMPOUND WITH 4" OF COMPACTED 3/4" WASHED STONE.



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FOUNDATION  
DETAILS

**S1.1**

SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET



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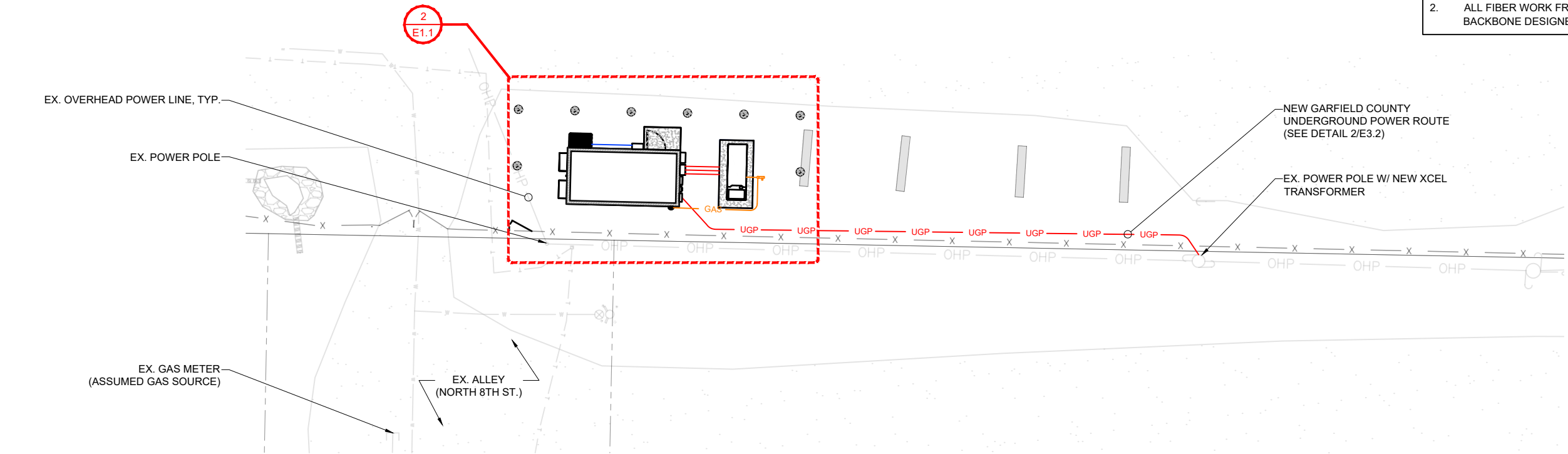
ISSUE DATE:  
08/17/2023

UTILITY  
PLANS

E1.1

SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET

- NOTES:
1. NEW FIBER HANDHOLE MEET ME POINT LOCATION IS SHOWN BASED ON PROVIDED FIBER DRAWINGS. CONTRACTOR TO COORDINATE FINAL LOCATION OF HANDHOLE PRIOR TO CONDUIT INSTALLATION.
  2. ALL FIBER WORK FROM MEET ME POINT TO BACKBONE DESIGNED AND INSTALLED BY OTHERS.



1 OVERALL UTILITY PLAN  
SCALE: 3/32" = 1'-0"

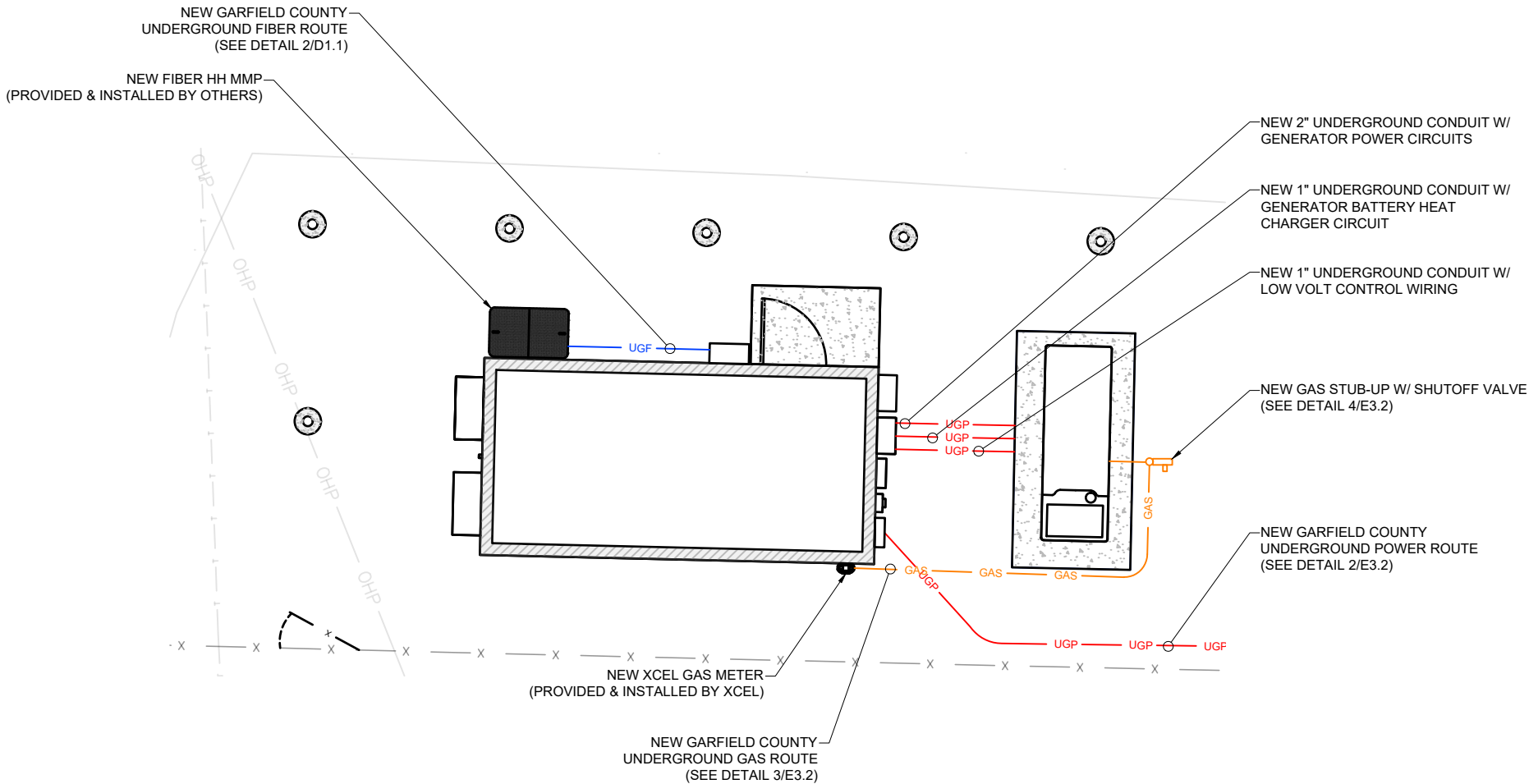
0' 4' 8' 16' 24'

Scale: 3/32" = 1'-0"

2 DETAILED UTILITY PLAN  
SCALE: 1/4" = 1'-0"

0' 2' 4' 8'

Scale: 1/4" = 1'-0"



PRELIM  
NOT FOR  
CONSTRUCTION



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PROJECT:  
GARFIELD COUNTY  
MM FIBER PHASE 2

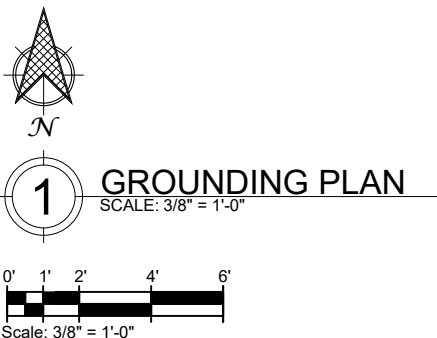
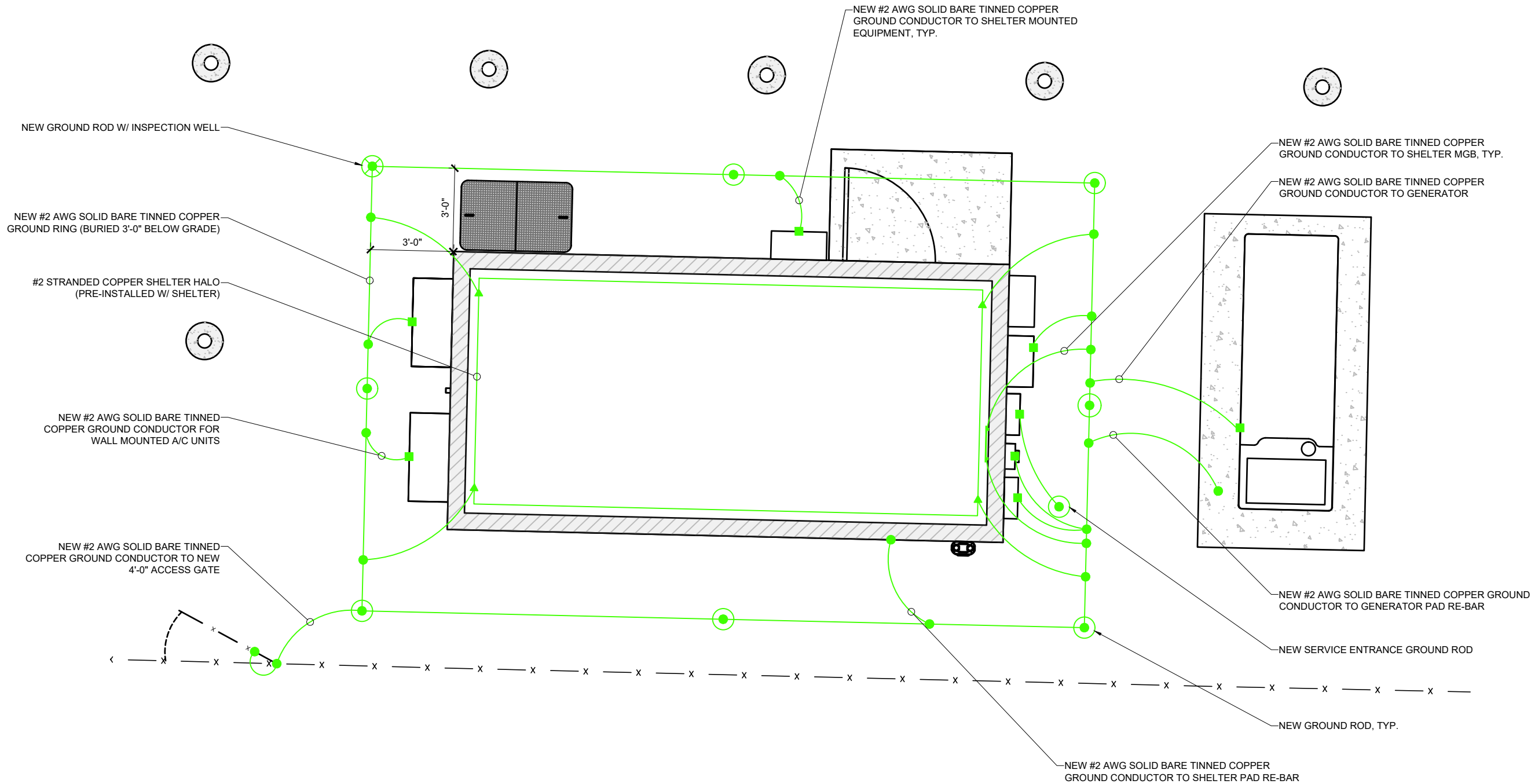
PHASE:  
PCD - REV.B

ISSUE DATE:  
08/17/2023

GROUNDING  
PLAN

E1.2

SCALE SET FOR 24"x36" SHEET  
USE 1/2 SCALE FOR 11"x17" SHEET



GROUNDING SYMBOLS:	
	EXOTHERMIC
	MECHANICAL
	COMPRESSION
	GROUND ROD W/ INSPECTION WELL
	GROUND ROD

PRELIM  
NOT FOR  
CONSTRUCTION

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MM FIBER PHASE 2

PHASE:

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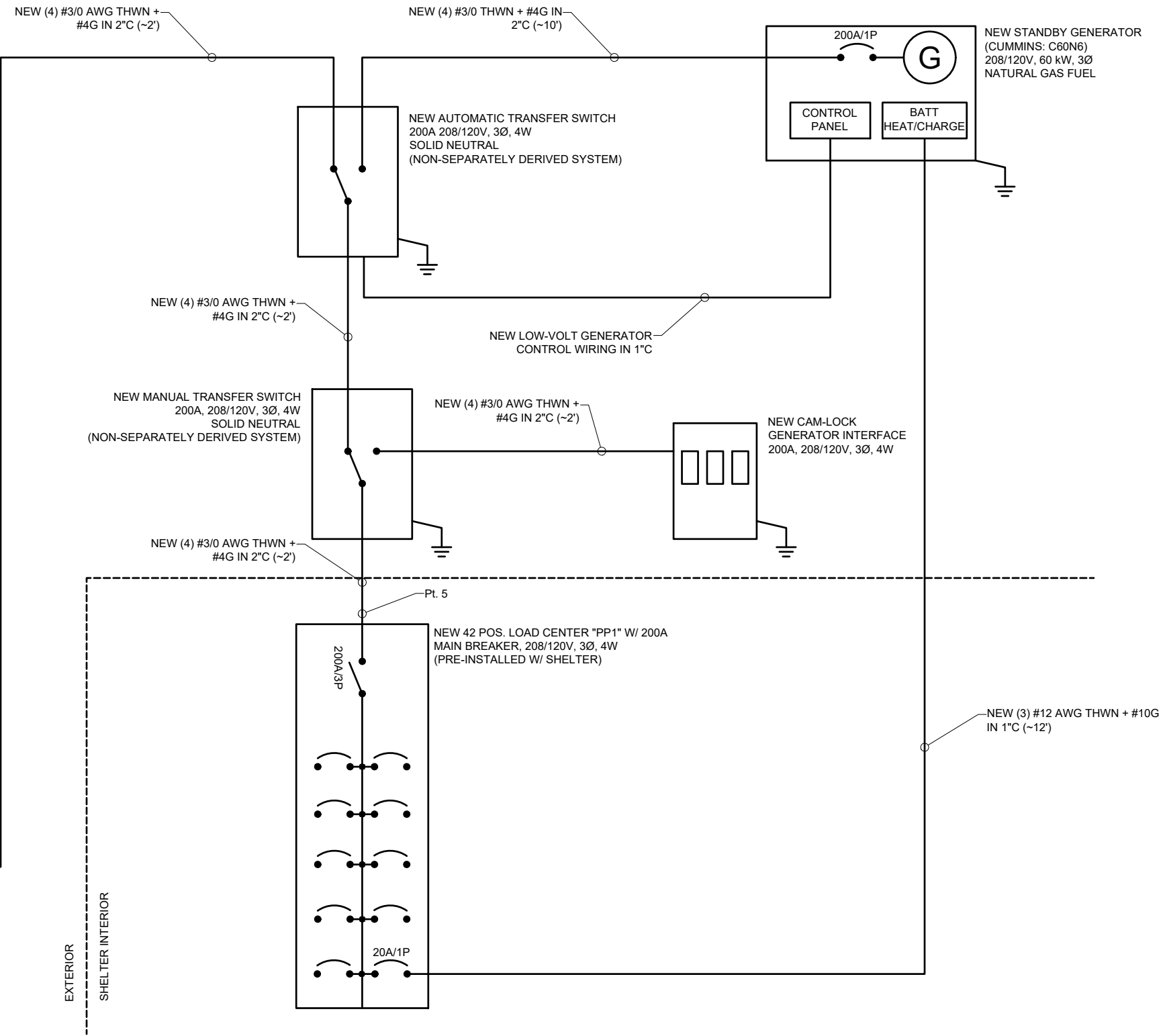
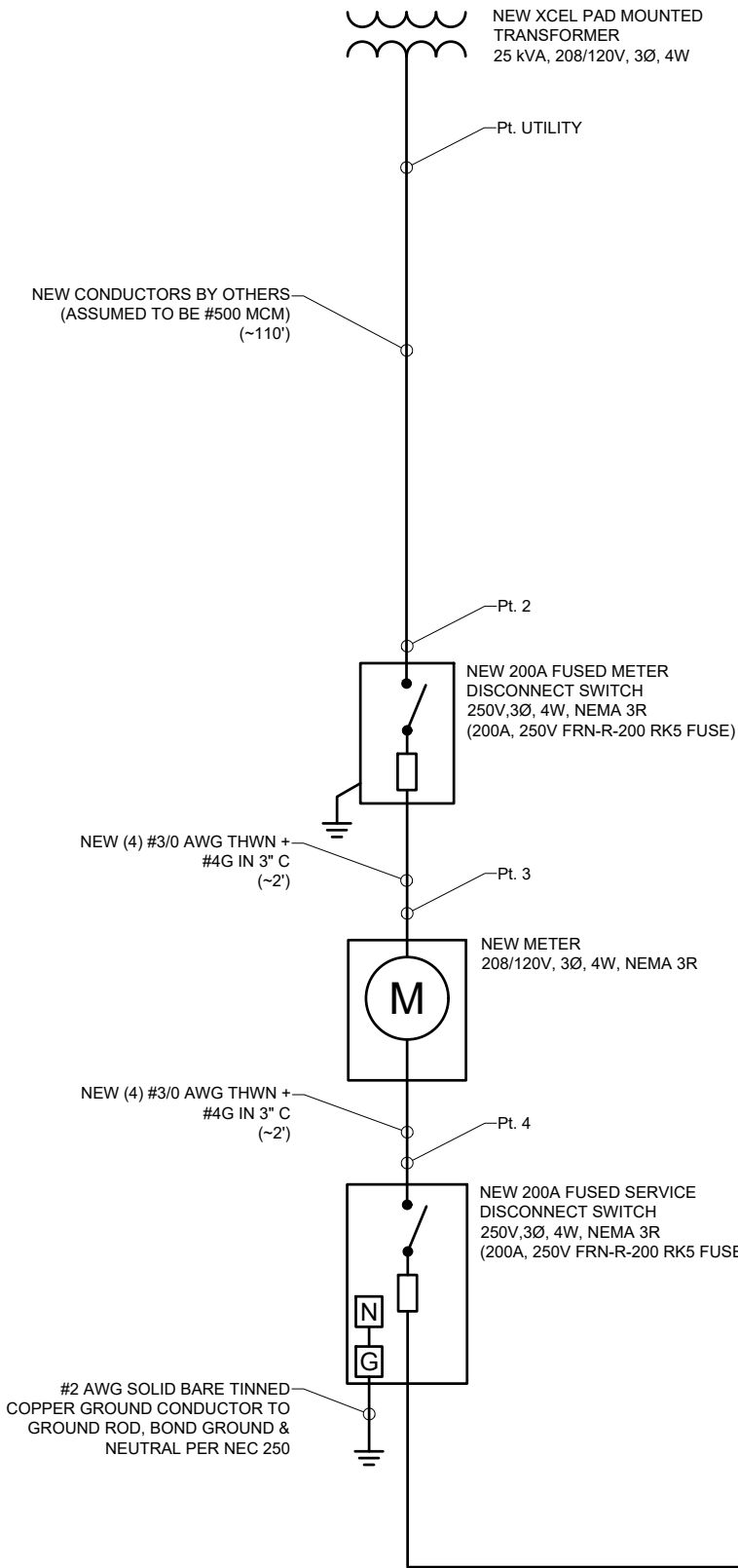
08/17/2023

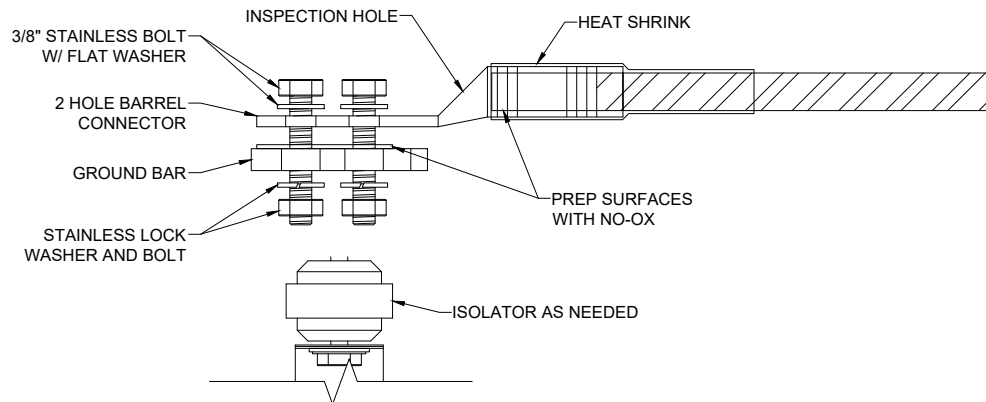
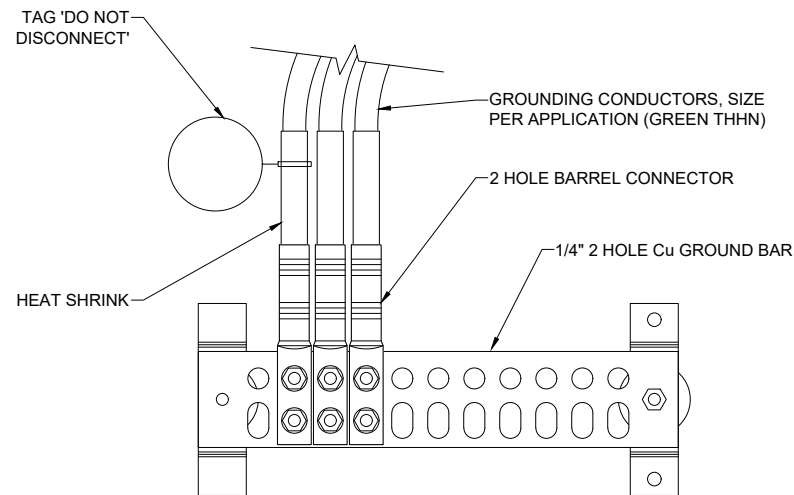
ONE LINE

DIAGRAM

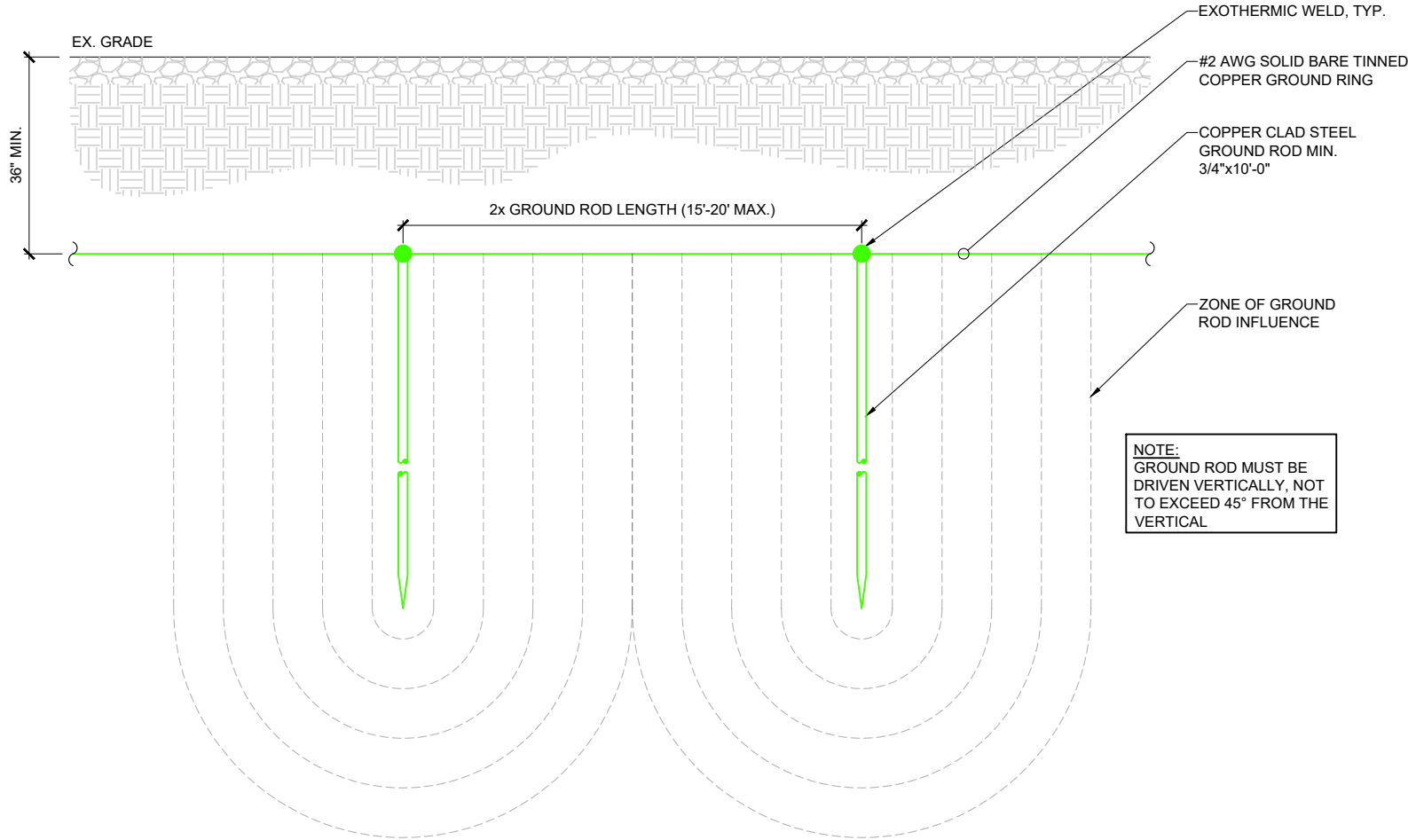
E2.1

3-Phase Power source	Xfmr(kVA	Pole/Pad	V <sub>(L-L)</sub>	V <sub>(L-N)</sub>			Available fault current			I <sub>sc</sub> (A) L-L
Pt. UTILITY: Point of delivery	25	Pole	208	120						7,711
Fault Current location	# of Runs	Conductor	V <sub>(L-L)</sub>	V <sub>(L-N)</sub>	2=non-met	L <sub>n</sub> (ft)	C <sub>n</sub>	F <sub>(L-L)</sub>	M <sub>(L-L)</sub>	I <sub>sc</sub> (A) L-L
Pt. 2: New 200A Fused Meter disconnect	1	#500MCM	208	120	2	110	26706	0.2642	0.791	6,099
Pt. 3: New 200A Meter	1	#3/0	208	120	1	2	12844	0.0079	0.9922	6,051
Pt. 4: New 200A Fused Service disconnect	1	#3/0	208	120	1	2	12844	0.0078	0.9923	6,004
Pt. 5: New 200A Load Center	1	#3/0	208	120	1	6	12844	0.0233	0.9772	5,867



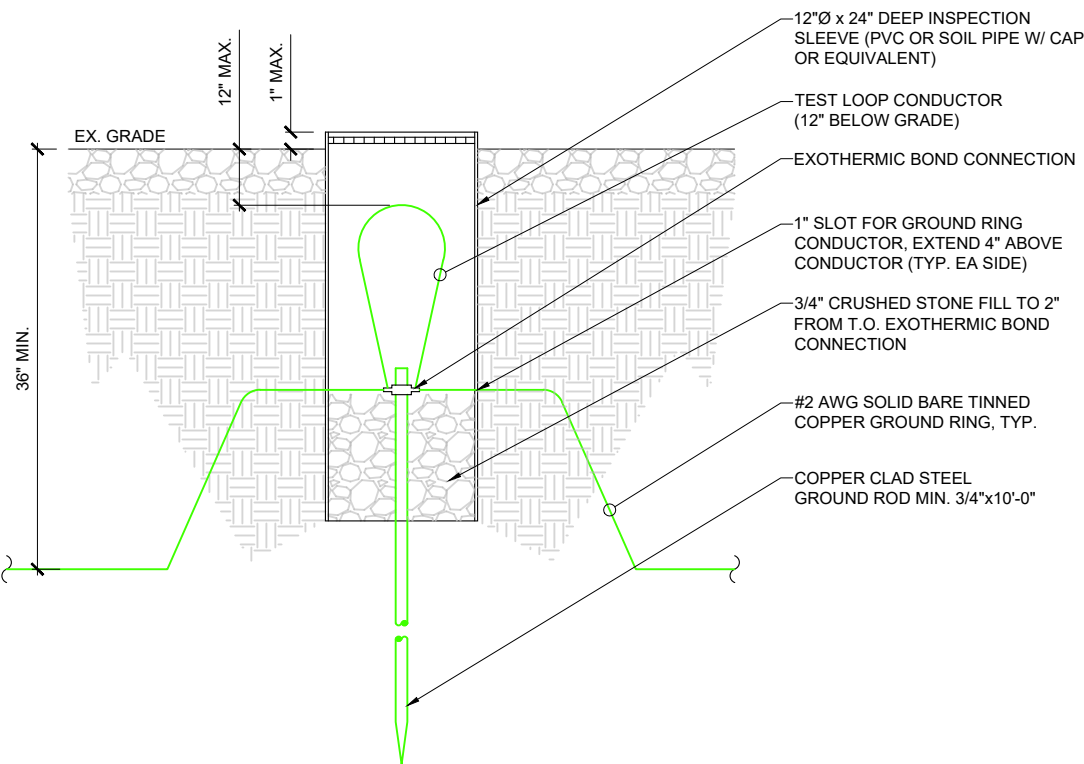


**1** 2 HOLE GROUND BAR  
SCALE:

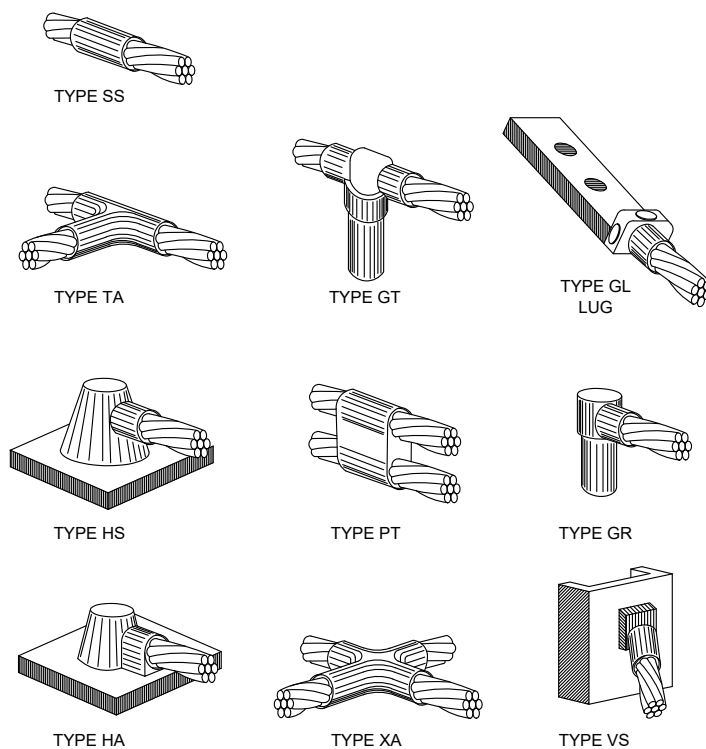


NOTE:  
GROUND ROD MUST BE  
DRIVEN VERTICALLY, NOT  
TO EXCEED 45° FROM THE  
VERTICAL

**2** GROUND ROD DETAIL  
SCALE:



**3** TEST GROUND ROD WITH INSPECTION SLEEVE  
SCALE:



**4** CADWELD DETAILS  
SCALE:

**PRELIM**  
**NOT FOR**  
**CONSTRUCTION**

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08/17/2023

GROUNDING  
DETAILS

**E3.1**

PRELIM  
NOT FOR  
CONSTRUCTION

**NeuComm**  
Solutions  
18168 E. WEAVER DR.  
AURORA, CO 80016

SITE NAME:

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GARFIELD COUNTY  
MM FIBER PHASE 2

PHASE:

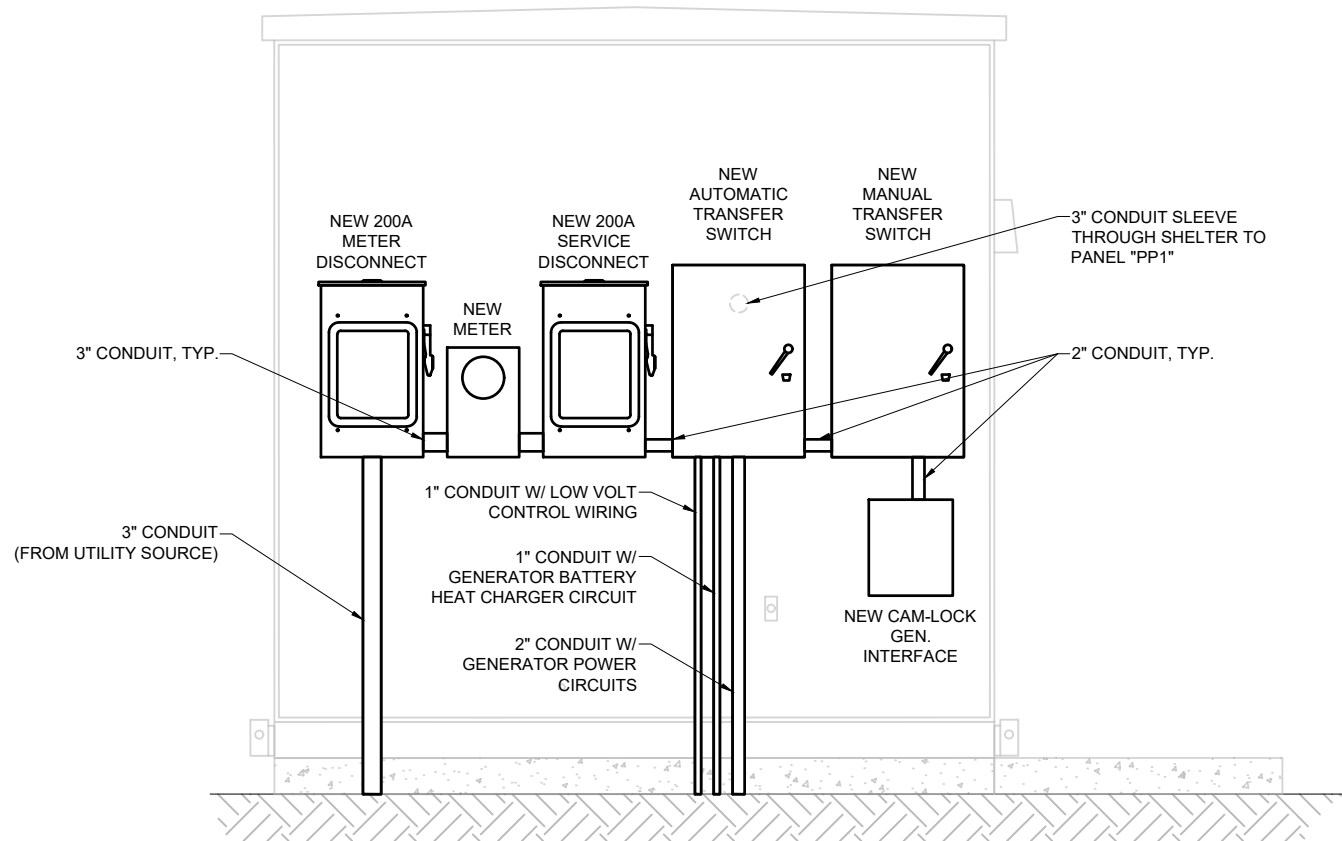
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ISSUE DATE:

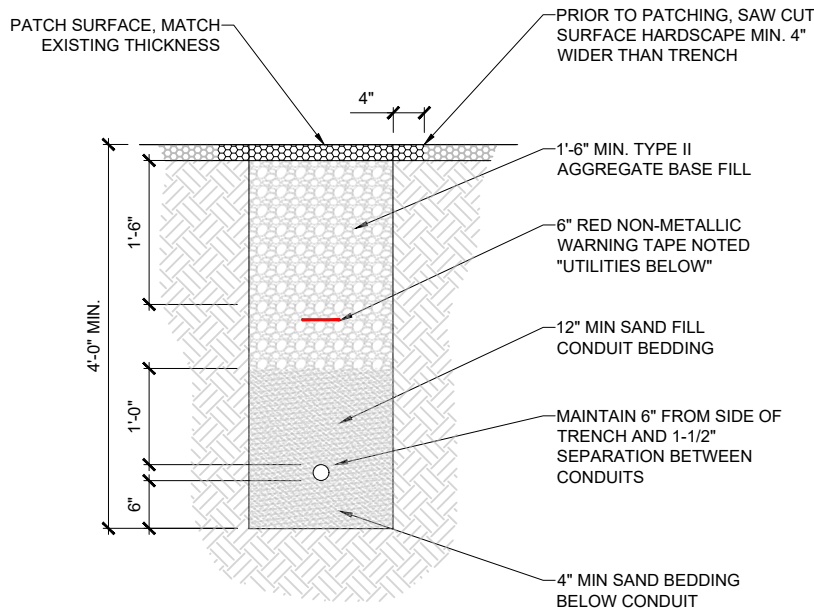
08/17/2023

ELECTRICAL  
DETAILS

E3.2



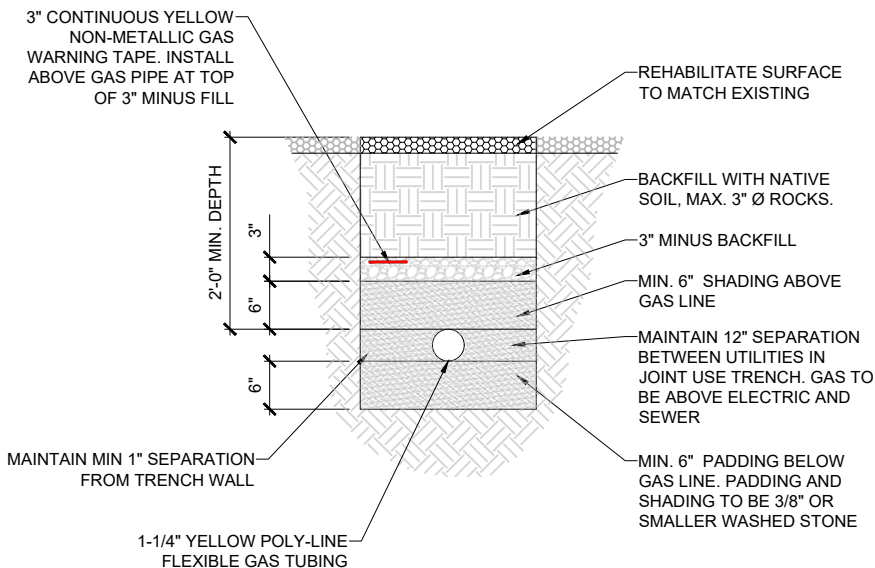
**1** ELECTRIC EQUIPMENT MOUNTING  
SCALE:



**2** ELECTRIC SERVICE TRENCH  
SCALE:

**ELECTRIC TRENCH NOTES:**

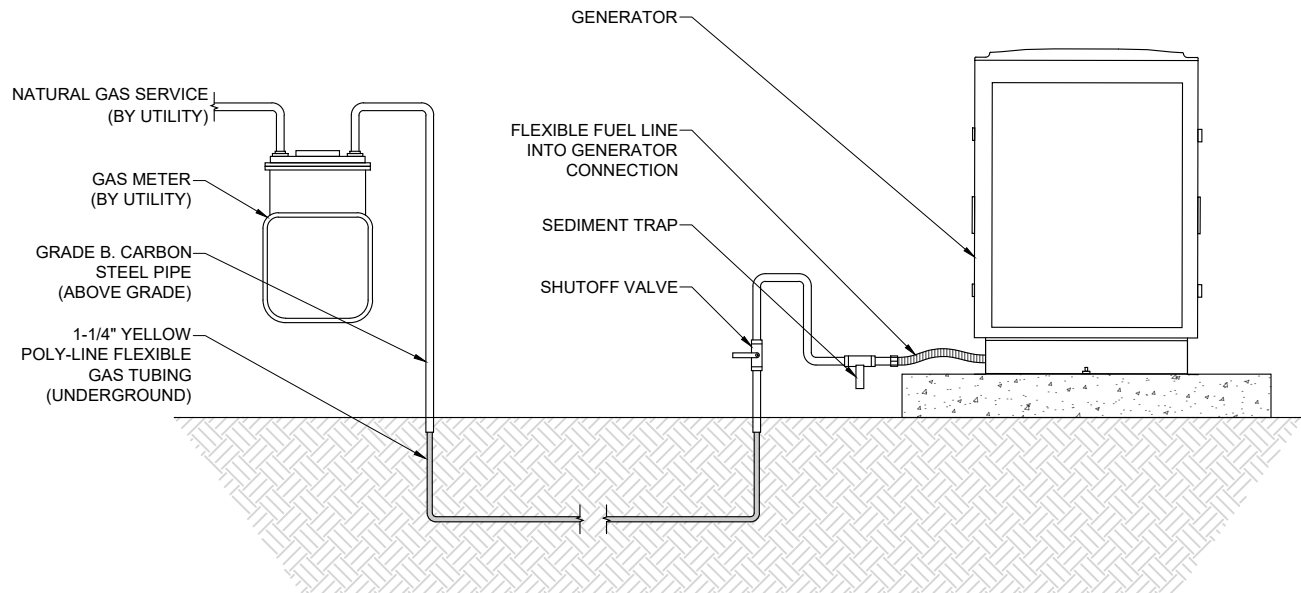
1. COMPACT TYPE II TO 95% STANDARD PROCTOR @ 2% MOISTURE.
2. COMPACT SAND TO 90% STANDARD PROCTOR @ 2% MOISTURE.
3. COORDINATE TRENCH INSPECTIONS WITH UTILITY REPRESENTATIVES AND JURISDICTIONAL INSPECTORS.
4. VERIFY JOINT TRENCH USE RESTRICTIONS AND REQUIREMENTS PRIOR TO PLACING UTILITY. MAINTAIN 12" RADIAL SEPARATION FROM WATER AND TELECOM.
5. VERIFY MOST RECENT STANDARDS AND SPECIFICATIONS WITH UTILITY PROVIDER.



**GAS TRENCH NOTES:**

1. COMPACT TO 95% STANDARD PROCTOR @ 2% MOISTURE.
2. BACKFILL WITH NATIVE SOIL AS POSSIBLE, REMOVE ROCKS >3"Ø.
3. COORDINATE TRENCHING AND SLEEVE INSTALLATION, INSPECTIONS WITH UTILITY REPRESENTATIVES AND JURISDICTIONAL INSPECTORS
4. VERIFY JOINT TRENCH USE RESTRICTIONS AND REQUIREMENTS PRIOR TO PLACING UTILITY
5. VERIFY MOST RECENT STANDARDS AND SPECIFICATIONS WITH UTILITY PROVIDER

**3** GAS SERVICE TRENCH  
SCALE:



**4** GAS SERVICE SCHEMATIC  
SCALE:

Specification sheet



Quiet Connect™  
Series  
RS60



Features and benefits

**Robust product design and testing** - The generator is designed to operate under extreme environmental conditions including cold weather starts at as low as -40 °F. The generator is tested and certified per the latest EPA, UL and IBC Seismic standards and is capable of meeting NFPA110 requirements when equipped with the necessary accessories and properly installed.

**Flexible exercise mode** - The innovative, flexible exercise mode enables the generator to exercise at a time, frequency and duration that suits the customer's preference - as little as 2 minutes every 6 months - reducing unnecessary fuel consumption, emissions and noise.

**Advanced enclosure design** - The aesthetically appealing enclosure incorporates special designs that deliver the quietest generator of its kind. Aluminum material plus durable powder coat paint provides the best anti-corrosion performance. The generator set enclosure has been evaluated to withstand 180 MPH wind loads in accordance with ASCE7-10. The design has hinged doors to provide easy access for service and maintenance.

**Self diagnostics and easy service** - The generator is equipped with Cummins PowerCommand® electronic control to provide industry-leading self diagnostic capabilities. In addition, critical components of the generator are designed to ensure service and preventive maintenance can be completed in a short period of time.

Weight, size and sound level

**Weight:** 2634 lbs (1195 kg)  
**Size:** Length 118.7 in (3016 mm), width 40.0 in (1016 mm), height 58.3 in (1480 mm)  
**Sound:** 69.8 dB(A) at 23 ft (7 m) with sound level 2 enclosure

Series	Model	Phase	Voltage (V)	Frequency (Hz)	Rated amps <sup>1</sup> (NG/LPV fuel)	Circuit breaker (Amps)
RS60	C60N6	1	120/240	60	250/250	70-250
		3	120/208	60	208/208	250
		3	120/240	60	180/180	225
		3	277/480	60	90/90	125

<sup>1</sup> Derating guidelines: Engine power available up to 1006 m (3300 ft) at ambient temperatures up to 40 °C (104 °F). Above these elevations derate at 4% per 305m (1000 ft) and 2% per 10 °C above 40 °C (104 °F).

Our energy working for you.™

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Average fuel consumption

Fuel consumption – natural gas

Load:	1/4	1/2	3/4	Full
Ft <sup>3</sup> /hr:	363.4	545.0	729.5	933.8
M <sup>3</sup> /hr:	10.3	15.4	20.7	26.4

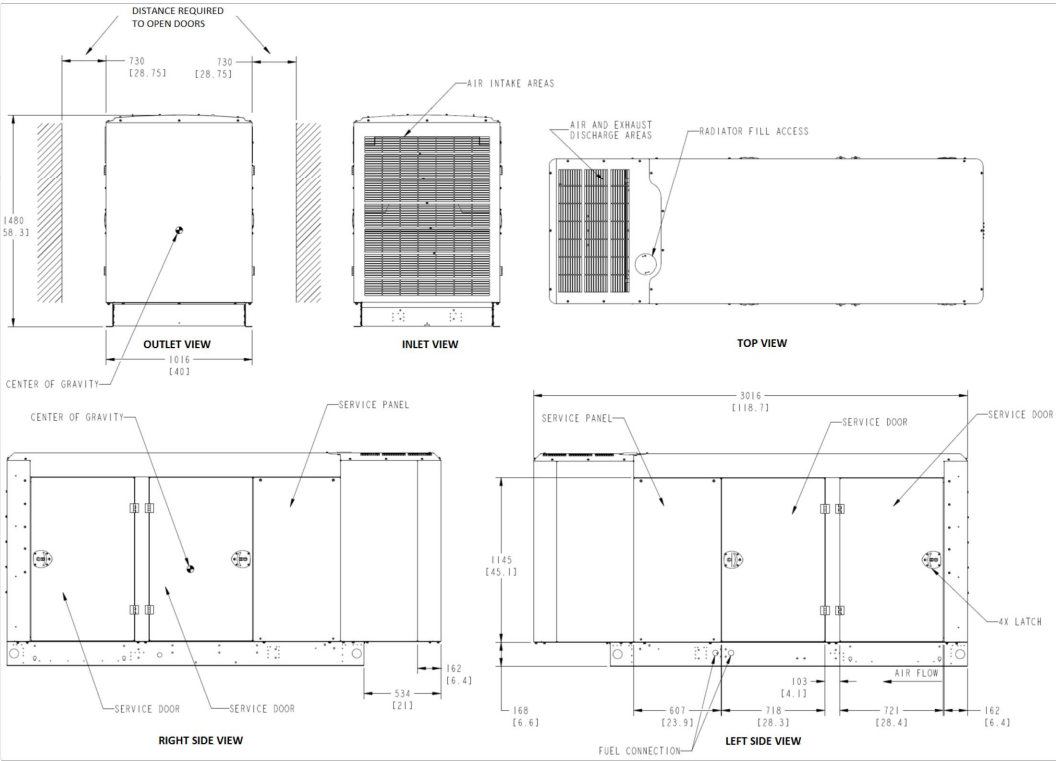
Conversion factor:

8.58 ft<sup>3</sup> = 1 lb  
0.535m<sup>3</sup> = 1 kg  
36.39 ft<sup>3</sup> = 1 gal

Fuel consumption – LP vapor

Load:	1/4	1/2	3/4	Full
Ft <sup>3</sup> /hr:	151.4	217.0	289.3	370.2
M <sup>3</sup> /hr:	4.3	6.2	8.2	10.5
Gal/hr	4.16	5.96	7.95	10.17

Basic dimensions



Note: This outline drawing is provided for general reference only and is not intended for use in design or installation. For more information, see Operators and Installation manuals or contact your distributor or dealer for assistance.

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AURORA, CO 80011  
303.343.6544

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CONSTRUCTION



18168 E. WEAVER DR.  
AURORA, CO 80016

SITE NAME:

SILT CNL

SITE ADDRESS:

612 N 7TH ST.  
SILT, CO 81652

PROJECT:

GARFIELD COUNTY  
MM FIBER PHASE 2

PHASE:

PCD - REV.B

ISSUE DATE:

08/17/2023

GENERATOR  
SPECIFICATIONS

E3.3

NOTES:

1. GENERAL

- 1.1. CONTRACTOR SHALL VISIT THE SITE AND REVIEW ALL DESIGN DOCUMENTS FIELD VERIFYING ALL EXISTING CONDITIONS AND ASSESSING ALL MODIFICATIONS REQUIRED TO COMPLETE THE INSTALLATION. CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER AND ARCHITECT / ENGINEER WITH ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND DESIGN DOCUMENTS AND OBTAIN WRITTEN CLARIFICATION PRIOR TO PROVIDING A QUOTE.
- 1.2. WHILE REVIEWING THE DESIGN DOCUMENTS, THE CONTRACTOR SHALL IDENTIFY ANY ITEMS WHERE THE DESIGN INTENT IS UNCLEAR AND OBTAIN WRITTEN CLARIFICATIONS PRIOR TO FURNISHING A BID.
- 1.3. CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE PROJECT MANAGER (PM) PRIOR TO PURCHASING ANY MATERIALS OR STARTING ANY WORK.
- 1.4. THESE DESIGN DOCUMENTS ARE DIAGRAMMATIC IN NATURE AND ARE INTENDED TO SHOW FINAL CONDITIONS. MULTIPLE PHASING STEPS MAYBE NEEDED TO MAINTAIN SITE OPERATION DURING CONSTRUCTION AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PLAN AND COORDINATE PHASING WITH PM.
- 1.5. CONTRACTOR SHALL, UNLESS OTHERWISE NOTED, INCLUDE IN THEIR SCOPE OF WORK ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THE INSTALLATION AS DESCRIBED IN DESIGN DOCUMENTS.
- 1.6. CONTRACTOR SHALL SUPERVISE AND DIRECT THE EXECUTION OF THE SHOWN PROJECT AND IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCING AND OBTAINING MATERIALS TO COMPLETE THE PROJECT. ANY REQUEST FOR ALTERATIONS TO THE DESIGN INTENT SHALL BE PROVIDED IN WRITING FOR REVIEW AND APPROVAL.
- 1.7. NO STRUCTURAL ALTERATIONS ARE TO BE MADE UNLESS SPECIFICALLY NOTED.
- 1.8. CONTRACTOR SHALL MAKE PROVISIONS TO PROTECT EXISTING SITE FINISHES AS MUCH AS POSSIBLE. ANY IMPACT TO SITE AND SURROUNDINGS SHALL BE MITIGATED AND CONTRACTOR SHALL RETURN SITE TO PRE-CONSTRUCTION CONDITIONS.
- 1.9. ALL DEMOLISHED AND UNUSED MATERIALS SHALL BE REMOVED FROM SITE. CONTRACTOR TO KEEP THE SITE CLEAN, FREE OF HAZARDS AND TO PROPERLY DISPOSE OF ALL RUBBISH.
- 1.10. PLANS ARE NOT TO BE SCALED. UTILIZE DIMENSION CALL-OUTS FOR ESTIMATES. ALL CABLE LENGTHS ARE SHOWN FOR INFORMATIONAL PURPOSES AND IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL LENGTHS PRIOR TO ORDERING.
- 1.11. CONTRACTOR TO OBTAIN X-RAY OR GPR (IF APPLICABLE) OF ANY MASONRY STRUCTURES IDENTIFYING ALL EMBEDMENT PRIOR TO CUTTING, DRILLING OR OTHER ACTIVITY WHICH COULD CAUSE DAMAGE. AVOID ALL EMBEDMENT. OBTAIN APPROVAL FROM STRUCTURAL ENGINEER PRIOR TO IMPACTING ANY STRUCTURAL FACILITIES.
- 1.12. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE MOST RECENT DESIGN DOCUMENTS AND ENSURING THEY ARE DISTRIBUTED AND ARE FOLLOWED BY ALL PERSONNEL INVOLVED IN THE PROJECT.
- 1.13. EVERY EFFORT HAS BEEN MADE BY THE ARCHITECT / ENGINEERS TO PROVIDE ACCURATE AND COMPLETE DESIGN DOCUMENTS THOUGH MINOR ERRORS AND OMISSIONS MAYBE CONTAINED WITHIN THE DOCUMENTS. THESE SHALL NOT EXCUSE THE CONTRACTOR FROM COMPLETING THE PROJECT IN ACCORDANCE WITH THE INTENT OF THE DESIGN DOCUMENTS.
- 1.14. THE CONTRACTOR SHALL BEAR THE RESPONSIBILITY OF IDENTIFYING ANY ISSUES AND NOTIFYING THE CONSTRUCTION MANAGER AND ARCHITECT / ENGINEER IN WRITING. IN THE EVENT OF DISCREPANCIES OR CONFLICTING ITEMS.
- 1.15. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ACCESS WITH PM FOR ALL NECESSARY WORK AND TO COMPLY WITH ANY REQUIREMENTS IMPOSED BY THE VENUE
- 1.16. CONTRACTOR TO PROVIDE CLOSE OUT PACKAGE WITH ALL TEST RESULTS, SETTING SCREEN SHOTS, RELEVANT CATALOGS / CUT SHEETS, INSTRUCTION SHEETS AND A SET OF RED-LINED AS-BUILT DRAWINGS PRIOR TO FINAL BILLING.

2. CODE COMPLIANCE

- 2.1. ALL WORK TO BE MEET OR EXCEED ALL APPLICABLE STANDARDS, CODES, ORDINANCES, RULES AND REGULATIONS. WHEN TWO OR MORE ARE IN CONFLICT, THE MOST STRINGENT SHALL BE FOLLOWED. WHERE LICENSING IS REQUIRED, CONTRACTOR SHALL OBTAIN ALL REQUIRED LICENSES PRIOR TO START OF WORK.
- 2.2. CONTRACTOR TO COORDINATE WITH LOCAL JURISDICTION FOR ANY CODE RELATED QUESTIONS. ALL JURISDICTION REQUIRED CHANGES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- 2.3. EQUIPMENT ROOMS ARE NOT MANNED, ARE NOT HABITABLE, AND TO NOT REQUIRE POTABLE WATER, SEWER CONNECTION OR A.D.A. ACCESS ACCOMMODATIONS.
- 2.4. CONTRACTOR TO REMOVE TRASH AND REFUSE ON A DAILY BASIS AND NO SOLID WASTE RECEPTACLE WILL BE SITED WITHOUT PRIOR APPROVAL FROM PM.

3. SITE WORK:

- 3.3. ALL EFFORT HAS BEEN MADE TO IDENTIFY EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL UTILITIES SHOWN OR NOT AND PROTECT FROM DAMAGE. EXCAVATION CONTRACTOR TO OBTAIN REQUIRED LOCATES PRIOR TO STARTING WORK.
- 3.4. CONTRACTOR TO VERIFY STATE REQUIREMENTS FOR UTILITY LOCATION SERVICES AND EXCAVATION CONTRACTOR SHALL NOTIFY STATE OR LOCAL NOTIFICATION CENTER AS REQUIRED PRIOR TO ANY SITE DISTURBANCES.
- 3.5. CONTRACTOR SHALL PROTECT ALL SITE FINISHES AND IMPROVEMENTS AND RETURN ALL TO PRE WORK CONDITION. IF EXTERIOR SITE

- IMPROVEMENTS ARE REQUIRED, CONTRACTOR TO INSTALL AND MAINTAIN DRAINAGE / RUNOFF MITIGATION MEASURES THROUGH OUT THE PROJECT AND REVEGETATE AREA TO RETURN IT TO ORIGINAL CONDITIONS.
- 3.6. GRUB AND DISPOSE OF ALL ORGANIC MATERIAL
- 3.7. NO FILL OR EARTHWORK TO OCCUR WITH ON OR WITH FROZEN MATERIAL.
4. MATERIALS:

4.1. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND SUPPLIES TO COMPLETE THE PROJECT NOT SPECIFICALLY PROVIDED BY OWNER. CONTRACTOR TO CLARIFY PROVIDED MATERIALS PRIOR TO PURCHASE.

4.2. ALL FURNISHED MATERIALS SHALL MEET SPECIFICATIONS AND MINIMUM REQUIREMENTS FOR THE PROJECT. ANY SUBSTITUTIONS SHALL BE APPROVED IN WRITING BY PM PRIOR TO PURCHASE AND INSTALLATION.

4.3. ALL OUTDOOR STEEL ITEMS SHALL BE HOT DIPPED GALVANIZED PER ASTM A123.

4.4. ALL BOLTS AND HARDWARE TO BE STAINLESS STEEL UNLESS SPECIFICALLY REQUIRED TO BE OTHERWISE BY CODE OR PM REQUIREMENT.

4.5. ANY DAMAGED GALVANIZING OR PAINT TO BE FIELD REPAIRED WITH 'COLD-GALV' OR APPROPRIATE PAINT UNDER CONDITIONS APPROVED BY PRODUCT MANUFACTURER.
5. GENERAL CABLING

5.1. ALL INSTALLED CABLES SHALL HAVE SHEATHS (RISER / PLENUM / OUTDOOR / UV RESISTANT) APPROPRIATE FOR THE MOST RESTRICTIVE ENVIRONMENT WHICH THEY WILL TRAVERSE.

5.2. ALL CABLING TO BE SUPPORTED AND LACED PER NEC, LOCAL REQUIREMENTS AND TO MEET SPECIFICATIONS.

5.3. MAINTAIN REQUIRED SEPARATION BETWEEN CONDUCTORS AND OTHER CABLES AS PRESCRIBED BY SPECIFICATIONS AND BEST PRACTICES.

5.4. ALL FIRE, SMOKE OR DRAFT BARRIERS SHALL BE REPAIRED SUCH THAT THEY MAINTAIN THEIR INTENDED / REQUIRED RATINGS.

5.5. ALL MEASUREMENTS SHOWN ON PLANS ARE TO ADD CONTRACTOR AND DO NOT INCLUDE ANY SLACK OR CABLE DRESSING LENGTH. ALL CABLE LENGTHS SHALL BE FIELD VERIFIED PRIOR TO ORDERING.
6. ELECTRICAL AND GROUNDING

6.1. ALL INSTALLATIONS TO MAINTAIN REQUIRED CLEARANCES

6.2. CONTRACTOR TO SIZE CONDUCTORS PER NEC REQUIREMENTS AND UPSIZE AS REQUIRED TO MINIMIZE VOLTAGE DROP.

6.3. CONTRACTOR TO SIZE CONDUIT PER NEC

6.4. CONTRACTOR TO BOND METALLIC ITEMS TO GROUNDING SYSTEM WITHIN SITE.
7. GENERAL FIBERGLASS REINFORCED PLASTIC NOTES:

7.1. ALL FRP MATERIAL SHALL BE EXTREN SERIES 500 OR EQUIVALENT.

7.2. ALL ADHESIVE SHALL BE PLEXUS METHACRYLATE ADHESIVE OR EQUIVALENT.

7.3. ALL FRP CONNECTIONS SHALL BE FULL BONDED EACH SIDE WITH 3/8" PLATE AND MINIMUM (2) 3/8" TAPERED FLAT HEAD FRP SCREWS PER MEMBER.

7.4. ALL PANELS SHALL BE FULL BONDED W/ 3/8" PAN HEAD FRP SCREWS AT 12" O.C
8. GENERAL STEEL NOTES:

8.1. CONTRACTOR TO PROVIDE FABRICATION AND ERECTION OF STRUCTURAL STEEL AND OTHER ITEMS AS SHOWN ON THE DRAWINGS OR REQUIRED BY OTHER SECTIONS OF THESE SPECIFICATIONS.

8.2. REFERENCES:

8.2.1. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC). MANUAL OF STEEL CONSTRUCTION, ALLOWABLE STRESS DESIGN (ASD).

8.2.2. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).

8.2.3. ASTM A36: STRUCTURAL STEEL

8.2.4. ASTM A53: PIPE, STEEL BLACK AND HOT DIPPED, ZINC-COATED WELDED AND SEAMLESS.

8.2.5. ASTM A108: STEEL BARS, CARBON, COLD FINISHED, STANDARD QUALITY.

8.2.6. ASTM A123: ZINC (HOT-DIPPED GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.

8.2.7. ASTM A307: CARBON STEEL BOLTS AND STUDS, 60,000 P.S.I. TENSILE STRENGTH.

8.2.8. ASTM A325: HIGH-STRENGTH BOLT FOR STRUCTURAL STEEL JOINTS.

8.2.9. ASTM A490: HEAT-TREATED, STRUCTURAL STEEL BOLTS, 150 (KSI) (1035MPA) TENSILE STRENGTH.

8.2.10. ASTM A500: COLD-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING IN ROUNDS AND SHAPES.

8.2.11. ASTM A563: CARBON AND ALLOY STEEL NUTS. ASTM B695: COATINGS OF ZINC MECHANICALLY DEPOSITED ON IRON AND STEEL.

8.2.12. ASTM F436: HARDENED STEEL WASHERS.

8.2.13. ASTM F959: COMPRESSIBLE-WASHER-TYPE DIRECT TENSION INDICATOR FOR USE WITH STRUCTURAL FASTENERS.

8.2.14. AMERICAN WELDING SOCIETY (AWS):

8.2.14.1. AWS A5.1: COVERED CARBON STEEL ARC WELDING ELECTRODES.

8.2.14.2. AWS A5.5: LOW ALLOY STEEL COVERED ARC WELDING ELECTRODES.

8.2.14.3. AWS D1.1: STRUCTURAL WELDING CODE - STEEL.

8.2.14.4. RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (RCSC): "SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 BOLTS OR ASTM A490 BOLTS." AS ENDORSED BY AISC.

8.2.15. STEEL STRUCTURES PAINTING COUNCIL (SSPC):

8.2.15.1. SSPC-SP3: POWER TOOL CLEANING.

8.2.15.2. SSPC-PAINT 11: RED IRON OXIDE, ZINC CHROME, RAW LINSEED OIL OR ALKYD PAINT.

9. STRUCTURAL STEEL:

- 9.1. SHAPES, PLATES AND BARS SHALL CONFORM TO ASTM A572. ANGLES SHALL CONFORM TO ASTM A36.
- 9.2. STRUCTURAL TUBING SHALL CONFORM TO ASTM A500, GRADE B. STEEL PIPE SHALL CONFORM TO ASTM A53, TYPE E OR S, GRADE B.

10. BOLTS:

- 10.1. COMMON (MACHINE) BOLTS SHALL CONFORM TO ASTM A307 GRADE A AND NUTS TO ASTM A563. ONE COMMON BOLT ASSEMBLY SHALL CONSIST OF A BOLT. A HEAVY HEX NUT AND A HARDENED WASHER.
- 10.2. HIGH-STRENGTH BOLTS SHALL CONFORM TO ASTM A325; ONE HIGH STRENGTH BOLT ASSEMBLY SHALL CONSIST OF A HEAVY HEX STRUCTURAL BOLT, A HEAVY HEX NUT, A HARDENED WASHER CONFORMING TO ASTM F436. THE HARDENED WASHER SHALL BE INSTALLED AGAINST THE ELEMENT TURNED IN TIGHTENING. UNLESS NOTED OTHERWISE ON THE DRAWINGS, ALL CONNECTIONS SHALL BE BEARING TYPE CONNECTIONS.

11. WELDING ELECTRODES:

- 11.1. WELDING ELECTRODES SHALL COMPLY WITH AWS D1.1 USING A5.1 OR A5.5 E70XX AND SHALL BE COMPATIBLE WITH THE WELDING PROCESS SELECTED.

12. PRIMER:

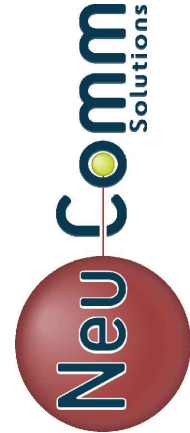
- 12.1. PRIMER SHALL BE RED OXIDE-CHROMATE PRIMER COMPLYING WITH SSPC PAINT SPECIFICATION NO. 11.



MOUNTAIN  
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an ONTIVITY company

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AURORA, CO 80011  
303.343.6544

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18168 E. WEAVER DR.  
AURORA, CO 80016

SITE NAME:

SILT CNL

SITE ADDRESS:

612 N 7TH ST.  
SILT, CO 81652

PROJECT:

GARFIELD COUNTY  
MM FIBER PHASE 2

PHASE:

PCD - REV.B

ISSUE DATE:

08/17/2023

GENERAL

NOTES

GN1

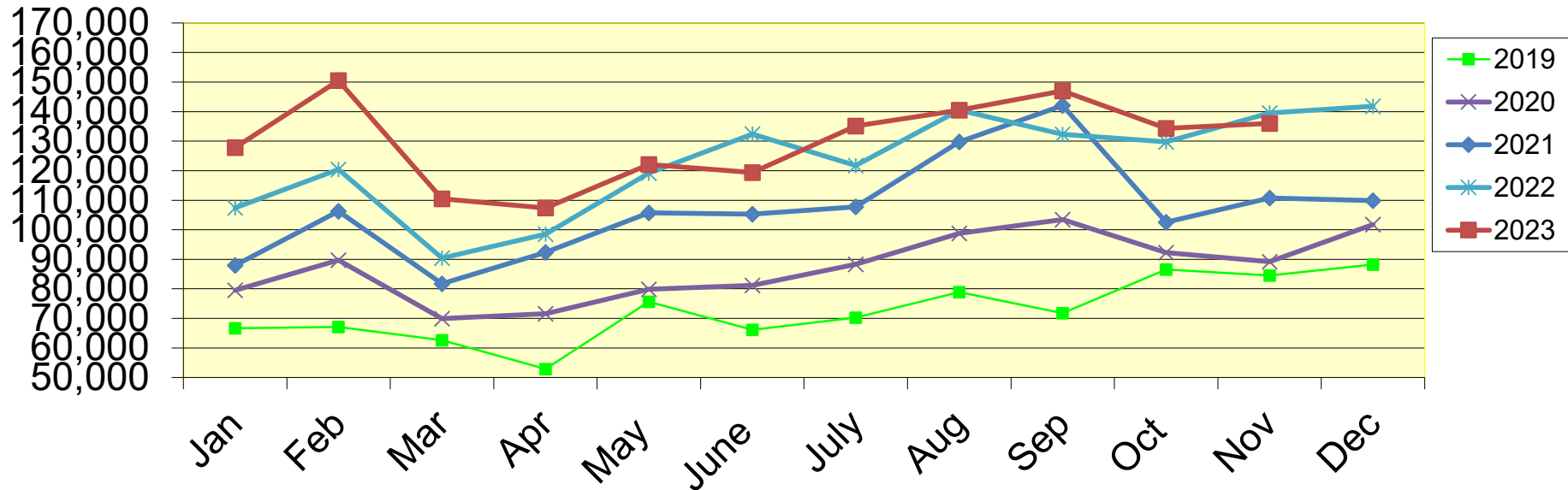
# Town of Silt

Month Town Received Funds

increase/  
decrease  
%

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
2019	66,667	67,063	62,651	52,890	75,666	66,144	70,293	78,867	71,805	86,548	84,521	88,243	871,358	6.59
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	20
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	22.63
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	14.9
2023	127,798	150,495	110,482	107,367	122,093	119,347	135,129	140,497	146,970	134,306	135,967		1,430,451	8.5

## Sales Tax Collected 2019-2023



Y-T-D		Total
783,115	2019	871,358
943,825	2020	1,045,633
1,172,380	2021	1,282,253
1,332,444	2022	1,474,261
1,430,451	2023	1,430,451

\*\*\* \$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

November 2023 (92% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Current Fund Balance
General Fund	4,996,395	4,156,951	120.2%	3,851,488	5,343,470	72.1%	1,144,907	6,209,964
Conservation Trust Fund	43,193	45,100	95.8%	32,985	30,000	110.0%	10,208	125,384
Water & Wastewater Fund	2,654,190	4,412,700	60.1%	4,432,482	5,155,653	86.0%	-1,778,292	1,682,763
Irrigation Fund	251,900	322,000	78.2%	303,110	413,376	73.3%	-51,210	340,722
Victim Assistance Fund	10,699	11,000	97.3%	10,000	15,300	65.4%	699	38,987
Beautification Fund	190,170	170,040	111.8%	108,627	312,000	34.8%	81,543	281,256
Park Impact Fund	35,861	66,560	53.9%	159,868	160,000	99.9%	-124,007	36,020
Construction Impact Fund	24,610	35,500	69.3%	116,887	118,000	99.1%	-92,277	36,171
Silt Housing Authority	239,946	290,000	82.7%	223,573	307,257	72.8%	16,373	246,881
Economic Devel. Revolving	21,709	18,000	120.6%	0	16,235	0.0%	21,709	70,462
Total	8,468,673	9,527,851		9,239,020	11,871,291		-770,347	9,068,610
	YTD Revenue	% of Budget						
Sales Tax	1,430,449	110.0%						
Use Tax	485,241	121.3%						
	YTD Revenue	% of Budget						
Trash Service Fees	432,929	96.2%						
Water Service Fees	990,622	99.1%						
Wastewater Service Fees	1,203,224	94.0%						
Irrigation Fees	244,060	92.8%						

# Town of Silt Finance Report

Month: November 2023 (92% of year has elapsed)

## General Fund

Revenue	\$ 4,996,395	120.2%
Expenditures	\$ 3,851,488	72.1%

## General Fund Revenue

Sales Tax:	\$ 1,430,449	110.0%
Use Tax:	\$ 485,241	121.3%

## Funds Report

### Water/Wastewater:

Revenue	\$ 2,654,190	60.1%
Expense	\$ 4,432,482	86.0%

### Irrigation:

Revenue	\$ 251,900	78.2%
Expense	\$ 303,110	73.3%

### Silt Housing Authority:

Revenue	\$ 239,946	82.7%
Expense	\$ 223,573	72.8%

## Investments

Cash:	7,790,293
Checking:	370,015 ANB
Money Market:	524,319 ANB
CSafe 01	537,453 CSafe
CSafe 02	4,728,196 CSafe
Csafe 03	635,619 CSafe
ColoTrust Gen Fund	38,387 ColoTrust
ColoTrust W/WW	863,482 ColoTrust
ColoTrust Housing	126,216 ColoTrust
Utilities Cash Clearing:	(6,134)
A/R Cash Clearing	3,500
Court Cash Clearing	(4,068)
Returned Check Clearing:	308
W/WW Reserved Cash:	(27,000)



Date: January 8, 2024

To: Mayor Richel & Board of Trustees

From: Jeff Layman, Town Administrator

Subject: Staff Report

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**Activities and initiatives:**

**Migrants in Carbondale:** As you may have heard, the Town of Carbondale has been challenged with a recent influx of migrants in numbers which had a significant impact on the resources of their community. It appears that this influx was at least to some degree the result of limitations in Denver which may have caused these individuals to seek other locales where they might be able to find employment to support themselves and their families. This situation is unlikely to be constrained to the Town of Carbondale as time goes by and may be experienced by other Western Slope communities in the future.

Silt's Town Staff, especially the Silt Police Department, is watching the situation carefully to understand what impacts may be present in Silt. Recent reports of 19 busses from Texas containing new arrivals and the limitations to care for so many in the Denver area almost guarantee that some will make their way to the west slope of Colorado. So far, our only contact with a known "new migrant" has been a police interaction in a traffic accident case. If we begin to see an influx, we are encouraged to immediately call DHSEM. They have resources to help towns manage the situation, including incident management expertise to provide effective coordination and communication, preparedness, shelter recommendations, transportation support and other assistance.

We will likely have little to no notice should a large group of immigrants is transferring from the Front Range to the Western Slope. No notification process in place for the Front Range to notify other areas of the State about any migrants on the move because these movements are not being organized by nongovernmental organizations or local governments.

This is an evolving incident. We continue to be alert to the potential that some of these migrants may settle in our area.

**EPA Grants:** The Bipartisan Infrastructure Law (BIL), officially known as the Infrastructure Investment and Jobs Act (IIJA), provides significant funding for improving the nation's drinking water, wastewater and stormwater infrastructure. The law delivers \$50 billion to the U.S. Environmental Protection Agency (EPA), mostly to the State Revolving Fund (SRF) programs, which goes out to communities from state agencies as a mix of loans and grants or principal forgiveness. These funds are the source of most of the resources to be used for the Silt Water Treatment Plant to begin construction in February.

While this is the single largest investment in water that the federal government has ever made, it is not enough to close the water infrastructure investment needs gap. EPA estimates the nation's water infrastructure capital needs over the next 20 years to be approximately \$896 billion in total. Moreover, local governments are responsible for 98 percent of all water infrastructure capital, operations and maintenance investments. It is good for Silt to have been among the first to access these funds.

**Broadband:** The development of the Silt "Carrier Neutral Location" is moving forward, as is those in New Castle and Parachute. The building has been set, gas and electric service is ready. "Requests for Interest" have been issued with five letters of interest received. A committee of stakeholders from the various towns will be assembled soon to review the letters and determine which companies will be interviewed. The company(ies) selected will then apply for State and Federal grants to install the "last mile" by mid-February.

**Space Needs:** After being reminded by the Colorado River Fire Rescue district that we had discussed the development of a joint public safety center, our team will meet with the District's staff on January 9 to better understand how their needs and ours might coalesce. Our goal to remodel Town Hall's garage bays is still moving forward.

**Be Careful What You Wish For!:** Amie and Trey participated in some training just before Christmas that will prepare them to utilize the State's grant portal to claim reimbursements from the various grants, loan forgiveness and loans from which our project will be funded. At this point, not even the State has fully developed the systems and reports required. All this indicates that patience will be required, especially at first, in order to submit for these funds.

**Employee Benefits Summary Well Received:** We met with Town of Silt employees last week and described the enhancements to the benefits package offered by the Town. All were pleased and expressed their appreciation to the Board of Trustees for their support.

**As Reported in Recent Town of Silt Newsletters:**

**Silt Briefs**

\*WATCH FOR A BILLING INCREASE on your January statements going out February 1 2024!  
Base rate for water services will go from \$63.30 to \$92.15. Visit [www.townofsilt.org](http://www.townofsilt.org) for more info.

\*ATTENTION: please note that the standby rate for snowbirds has been discontinued as of January 1 2024.

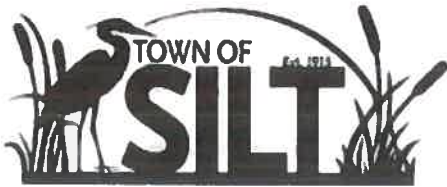
\*Town Hall will be closed on Monday, January 15<sup>th</sup> 2024 for Martin Luther King Jr day.

\*The mobile DMV has suspended its mobile service for the time being. When we know that they'll be back, we will be sure to post it.

\*The Town of Silt has many ways to communicate with residents. Silt communication options include: our website, the 9<sup>th</sup> Street sign, Channel 10, Facebook, Town Hall & the new Veteran's Park kiosk, suggestion box, newsletters & TextMyGov.

\*You can sign up for TextMyGov and the newsletters on our website: [www.townofsilt.org](http://www.townofsilt.org). \*  
You can also check out our website & submit questions or comments in the contact us section at [www.townofsilt.org](http://www.townofsilt.org).

\*Don't forget to look at our Discover Silt website also at [www.discoversiltcolorado.com](http://www.discoversiltcolorado.com)



Date: January 2, 2024

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for December 2023

Town Clerk duties:

- Working on 2024 fee schedule
- Attended budget meetings
- Ordered supplies for employees
- Attended signing of loan documents for water plant!!!
- Attended staff meetings
- Signed paychecks and A/P checks
- Misc research for various staff members and Attorney
- Customer service
- Prepared and sent out BOT packets, attended and followed up on meetings, work sessions, and transcribed minutes
- Index filing and purging of documents
- Ran errands: Bank, picked up food for work session, Post Office, MicroPlastics
- Prepared directives list
- Public notices to paper
- Met with citizen re: cemetery plot and prepared deed
- Located graves for markers
- Updated key inventory
- Worked on 2024 calendars
- Did you know that the Times Square ball weighs nearly six tons or that 360 million glasses of sparkling wine are consumed in the U.S. each New Year's Eve?

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'S' followed by a horizontal line.

Municipal Court & Police Dept. duties:

- Prepared appearance bonds for jail
- Input tickets and payments
- Prepared revised parking ticket
- Prepared letter to defendant's counsel
- Prepped for and attended court
- Sealed records
- Prepared new blue books for officers
- Revised police tickets and ordered
- Amended penalty assessment schedule
- Ordered business cards for officers
- Prepared for court and provided notes to Prosecutor
- Processed plea deals approved by Judge
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Processed court files after court with Judges' orders
- Filing



Public Works Department  
*Trey H Fonner*  
*Public Works Director*

# Memo

**To:** Jeff Layman, Town Administrator

**From:** Trey Fonner, Public Works Director

**Cc:** File

**Date:** January 2, 2024

**Subject:** Public Works Department Report

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

- ❖ Plow and Sand as needed
- ❖ Work on bridge at Silt River Preserve
- ❖ Rebuild irrigation pump at 16<sup>th</sup> and Em
- ❖ Replumb coin operated bulk water
- ❖ Replace deck on mower trailer
- ❖ Replace wheel bearings on all trailers
- ❖ Rebuild Fire Hydrant at Tara Pond
- ❖ Build fence at Island Park
- ❖ Replace Stope signs throughout Town
- ❖ Clean up shop yard
- ❖ Winter banners up on Main Street
- ❖ Remodel Chambers at Town Hall
- ❖ Remove old fencing at Silt River Preserve
- ❖ Fill pot holes around Town
- ❖ Like fingerprints, everyone's tongue print is different

## Water/Wastewater

- ❖ 6" check valve with adjustable cracking pressure installed
- ❖ Cleaned inlet channel
- ❖ Adjust phosphate pumping system
- ❖ Meter reads
- ❖ Door hangers and shutoffs
- ❖ Daily, weekly and monthly labs
- ❖ Collect samples for State testing
- ❖ Sara Flores has been named ORC for the Water Plant
- ❖ Casey Carbone-Marron has been named ORC for Wastewater Plant
- ❖ Repair/replace meters and MXU's
- ❖ Replacing couplers on clarifier skimmers

- ❖ Fix RAS control air lines that were backwards
- ❖ Rebuilt headworks building water supply intake
- ❖ 9,039,998 Gallons of water produced

#### **Charging Station**

- ❖ 12 Vehicles
- ❖ 18 Charging Sessions
- ❖ \$29.56 collected for use

#### **Bulk Water Numbers**

- ❖ 114,080 Gallons of water through coin operated system
- ❖ 76,408 Gallons of Water through coin operated system

#### **Public Works Director**

- ❖ Weekly staff meetings
- ❖ Weekly Water plant meeting
- ❖ Review draft of engineering standards
- ❖ Traffic Calming meetings
- ❖ Space needs meeting
- ❖ County fiber meetings
- ❖ GOCO grant submittal
- ❖ Raise grant discussion
- ❖ Middle Colorado River Wildfire Collaborative meeting
- ❖ Meeting to learn how to submit payments to CEOS for Water Plant



SILT  
**POLICE**

**SILT POLICE DEPT**  
231 N. 7<sup>TH</sup> ST, SILT, CO 81652  
P: 970-876-2735 | F: 970-876-0205  
SILTPOLICE.COM

## MEMORANDUM

January 3, 2024

To: Mayor & Board of Trustees  
Re: PD Monthly Staff Report

Officers with Silt PD partnered with the Garfield County Sheriff's Office for the 3<sup>rd</sup> Annual Shop with a Cop in December at the Walmart in Rifle. I started this program while at the GCSO 3 years ago, and it has grown from sponsoring an initial 24 local disadvantaged children to this year a staggering 61 local disadvantaged children were sponsored. Many of these children would not have had any Christmas without this program. A total of 7 officers with Silt PD and 20 deputies with GCSO participated in the program this year to make it a huge success!



An extensive Career Path Program was implemented at the Police Dept to ensure officers are meeting and/or exceeding State of Colorado required training standards, to set expectations and training guidelines, establish consistency in training and create a culture of career-focused development across the agency.

We ended the year with calls for service up higher than last year by 294 calls. Animal calls were at 50 more calls than 2022, and traffic citations were up 90 tickets over 2022, which emphasizes that traffic enforcement has continued to be a priority of the SPD.

Respectfully submitted,

Matt Gronbeck  
Asst. Chief of Police

**FUN FACT:** The nation's first Shop with a Cop program was started in 1987 in Hancock County, WV, has been in operating for over 36 years, and has helped over 10,000 children ensuring they have presents under their trees on Christmas morning.



# Incident Analysis Report

## Summary By Incident Type



**Print Date/Time:** 01/02/2024 17:34  
**Login ID:** hstewart  
**Incident Type:** All  
**Call Source:** All

**From Date:** 12/01/2023 00:00  
**To Date:** 12/31/2023 23:59

Silt Police Department  
**ORI Number:** CO0230500  
**Officer ID:** All  
**Location:** All

Incident Type	Number of Incidents
Accident	7
Alarm	5
Animal-Pet	18
Animal-Wildlife	1
Assist	26
Assist Citizen	34
Burglary	1
Civil	1
Code Violation	5
Damage to Property/Vandalism	1
Directed Patrol	9
Disturbance	5
Domestic	1
Family Offenses	2
Follow Up	38
Fraud	1
Harassment	2
Juvenile	1
Liquor/Alcohol	1
Lost Property	1
Missing Person	1
Noise Complaint	3
Parking Prob/Comp	3
REDDI Report	2
Sex Offense	2
Special Assignments	2
Suicidal Subject	2
Suspicious Event	10
Theft/Larceny	2
Traffic	49
Trespass	12
Vehicle Lockout	5
VIN Inspection	7
Warrant	9
Welfare Check	3
<b>Total:</b>	<b>272</b>



## Community Development Department

### MEMORANDUM

**TO:** Jeff Layman, Town Administrator  
**FROM:** Nicole Centeno, Community Development Manager  
**DATE:** December 2023 – January 2024

#### **Building Department**

- \* Zoning & Building Reviews
- \* Inspections - 45 in December
- \* Contractor Licensing- 6 New / 248 YTD
- \* BEST Tests- 7 New / 82 YTD
- \* Miscellaneous Permits – 11 New / 179 YTD
- \* Excavation Permits- 2 New / 42 YTD
- \* Single Family Permits – 1 New / 14 YTD
- \* Commercial Building Permit- 0 New / 8 YTD
- \* Stop Work Orders
- \* Building Code Update Education/Enforcement

#### **Administration**

- \* Staff Meetings
- \* LED/Community Engagement/Communication
- \* Business Licenses- 124 YTD
- \* Customer Service (Calls, Emails, Walk-ins)
- \* Facility Rentals
- \* Office/File Organization
- \* P & Z Meetings and Minutes
- \* Website Management
- \* Social Media Management
- \* Vendor's Licenses- 81 YTD
- \* Budget

#### **Recreation**

- \* Girls Basketball
- \* Lil' Dribblers Basketball
- \* Boys Basketball

#### **Code Enforcement**

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

#### **Subdivisions/Work In Process**

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

#### **Land Use/Planning & Zoning**

- \* Marioni Annexation- P&Z Approval
- \* Coats Lot Line Adjustment- Waiting on Applicant
- \* Church Parking Annexation- Continued to Jan
- \* The Bank Site Plan Review- Needs to Re-Notice
- \* Murrieta Food Truck Site Plan- Feb P&Z
- \* River Run Storage Site Plan- Pending
- \* Rislende Prelim Plan- P&Z Approved

#### **Special Events- Current & Future Planning**

- \* Tree Lighting
- \* 2024 Event Calendar

- \* Code Enforcement Complaints
- \* Construction w/o Permit (Stop Work Order)
- \* Code Revisions

# **2023 Community Development Wrap-Up**

## **Family Dollar / Dollar Tree:**

There are two entities and permits for this project. One construction company is building the shell. The permit for the shell of the building was issued on February 1, 2023. Another company is completing the tenant finish. The permit for the tenant finish was issued on January 2, 2024.

There were several delays to the shell permit, which have included, but are not limited to, work being completed without a permit, unlicensed contractors and failed inspections or inspections not being called in. There are several remaining corrections that need to be addressed before the shell Certificate of Occupancy (C.O.) can be issued.

The tenant finish contractor started work without their permit and received a stop work order. They had unpaid tap and permit fees and unlicensed contractors on the job. There were also corrections to the shell that needed to be addressed before the tenant finish could be permitted. After working with the General Contractor for over a month, all requirements were met and Town Staff was able to issue the permit.

A Family Dollar representative did confirm that the tenant finish would be complete in one month and as long as all inspections are approved, the store should be open sometime in February.

## **River Run:**

The last Certificate of Occupancy was issued on December 28<sup>th</sup>, for the final remaining unit at River Run. All 70 units are complete and Town Staff will continue to work with the property owners to find solutions for the "in lieu of" Site Plan Review.

## **River Trace:**

River Trace has received a Final CO for two apartment buildings. There are two more apartment buildings and the community center currently under construction, with one more apartment building permit ready to pick up.

## **Camario Phase 2:**

This project is still at the infrastructure phase, but is making slow progress. The property owners are still looking to start full construction this spring.



TOWN OF SILT  
STAFF REPORT

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Date: December 31, 2023

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

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Tasks Completed in December

- Bulk Water
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Grant Management
- Monthly Disbursements
- Weekly Staff Meetings
- Zoom meeting hosting for Board meetings
- Water Rate Study Meetings
- Positive Pay Meeting
- CGFOA conference
- Budget Meetings with Department Heads

Budget was approved by the board on December 11. Working on compiling information and putting the Budget Book together for submittal to DOLA.

December starts on the same day of the week as September starts every year. It also ends on the same day of the week as April ends every year.

*The FMLD Board of Directors  
is pleased to announce the  
Eleventh Annual Awards Luncheon  
will be held on  
Friday, January 19, 2024  
from 11:00 a.m. to 1:00 p.m. at  
Morgridge Commons Conference Center  
815 Cooper Ave. 2nd floor, Glenwood Springs, CO*

**\*\* Please Save the Date \*\***

**The Middle Colorado Watershed Council  
thanks you for your support this year.**

**We look forward to working together again  
next year to protect and enhance our watershed.**

*Morgan*

*Shelbi*

*Wendy*

*Mike*

*Doug*

*Jim*

*Paula*

*Colie*



*Chris*

*Kyle*

**Middle Colorado Watershed Council**



**PO Box 129, Silt CO 81652**  
**<http://wemuc.wordpress.com>**

December 12, 2023

Jeff Layman, Town Administor  
Town of Silt  
PO Box 70  
Silt, CO 81652

Dear Jeff,

On behalf of West Elk Trails Inc, I would like to thank the Town of Silt for the recent grant for \$300.

West Elk Trails Inc is a volunteer-based organization that relies on user donations and community support. The number of Silt residents enjoying the West Elk trails grows each year as more and more people discover the benefits of winter recreation in Western Garfield County.

The Town of Silt grant helps funds trail grooming and equipment maintenance for the 2023-24 winter recreation season.

Thank you again for your support!

Sincerely,

Peggy Tibbetts  
Secretary  
West Elk Trails Inc

*West Elk Trails Inc is a 501(c)3 nonprofit organization, EIN/Tax ID #47-5066198*



December 9, 2023

News You Can Use

## Kids Basketball Programs in Silt to Start Soon; Registration Now Open

Los programas de baloncesto para niños en Silt comenzarán pronto; Las inscripciones ya están abiertas

### Lil' Dribblers Basketball

**Registration Now Open For Co-ed Basketball Basics**

**Ages:** Kindergarten, 1st and 2nd grade  
**Cost:** \$40 per player  
**Dates:** January - February

**\*Registration Closes January 2nd \***

Join us for this fun program that focuses on beginner basketball skills!!

Practice Days & Times Will Depend On Gym Availability

Registration forms can be downloaded at [www.townofsilt.org](http://www.townofsilt.org)

For More Information, Call Town Hall at 876-2353 ext 110



### Silt Basketball

**Registration Now Open For Boys**

**Ages:** 3rd/4th & 5th/6th Grade  
**Cost:** \$65 per player  
**Dates:** January - February

**Registration Will Close Jan 2nd**

**Skill Evaluations Will Be The First Week of January**

Practice Days, Times & Locations Will Depend On Gym Availability

Registration forms can be downloaded at [www.townofsilt.org](http://www.townofsilt.org)

For More Information, Call Nicole at 876-2353 ext 110



**SPACE IS LIMITED, FIRST COME FIRST SERVE BASIS**



December 29, 2023

News You Can Use

## Here's to a Happy 2024, Silt!



Here's to celebrating all that 2023 brought to Silt and looking forward to a wonderful, prosperous and happy 2024!

Please join with the Town in our events and celebrations!

## Last Day to Sign Up Tuesday January 2!

<h3>Lil' Dribblers Basketball</h3> <p><b>Registration Now Open For Co-ed Basketball Basics</b></p> <p><b>Ages:</b> Kindergarten, 1st and 2nd grade</p> <p><b>Cost:</b> \$40 per player</p> <p><b>Dates:</b> January - February</p> <p><b>*Registration Closes January 2nd*</b></p> <p>Join us for this fun program that focuses on beginner basketball skills!!</p> <p>Practice Days &amp; Times Will Depend On Gym Availability</p> <p>Registration forms can be downloaded at <a href="http://www.townofsilt.org">www.townofsilt.org</a></p> <p>For More Information, Call Town Hall at 876-2353 ext 110</p>  	<h3>Silt Basketball</h3> <p><b>Registration Now Open For Boys</b></p> <p><b>Ages:</b> 3rd/4th &amp; 5th/6th Grade</p> <p><b>Cost:</b> \$65 per player</p> <p><b>Dates:</b> January - February</p> <p><b>Registration Will Close Jan 2nd</b></p> <p><b>Skill Evaluations Will Be The First Week of January</b></p> <p>Practice Days, Times &amp; Locations Will Depend On Gym Availability</p> <p>Registration forms can be downloaded at <a href="http://www.townofsilt.org">www.townofsilt.org</a></p> <p>For More Information, Call Nicole at 876-2353 ext 110</p>  <p><b>SPACE IS LIMITED, FIRST COME FIRST SERVE BASIS</b></p>
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## Silt Briefs!

\*WATCH FOR A BILLING INCREASE on your January statements going out February 1 2024! Base rate for water services will go from \$63.30 to \$92.15. Visit [www.townofsilt.org](http://www.townofsilt.org) for more info.

\*ATTENTION: please note that the standby rate for snowbirds has been discontinued as of January 1 2024.

\*Town Hall will be closed for New Years Day on Monday, January 1<sup>st</sup> and Monday, January 15<sup>th</sup> 2024 for Martin Luther King Jr day.

\*The mobile DMV has suspended its mobile service for the time being. When we know that they'll be back, we will be sure to post it.

\*The Town of Silt has many ways to communicate with residents. Silt communication options include: our website, the 9<sup>th</sup> Street sign, Channel 10, Facebook, Town Hall & the new Veteran's Park kiosk, suggestion box, newsletters & TextMyGov.

\*You can sign up for TextMyGov and the newsletters on our website: [www.townofsilt.org](http://www.townofsilt.org). \* You can also check out our website & submit questions or comments in the contact us section at [www.townofsilt.org](http://www.townofsilt.org).

\*Don't forget to look at our Discover Silt website also at [www.discoversiltcolorado.com](http://www.discoversiltcolorado.com)