

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

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
	Proclamation Recognizing Miner’s Claim Restaurant for 25 years of Service		Tab B Mayor Richel
7:05	Public Comments - Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
7:20 5 min	Consent agenda – <ol style="list-style-type: none"> 1. Minutes of the June 24, 2024 Board of Trustees meeting 2. Grant Agreement – Silt’s Community Park Renovation Project 3. Resolution No. 26, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH SUSTAINABLE STRATEGIES, INC. FOR MANAGEMENT AND GRANT SERVICES FOR THE TOWN OF SILT 	Action Item	Tab C Mayor Richel
	Conflicts of Interest		
7:25	Agenda Changes		
7:25 5 min	Introduction of new staff in Police Department		
7:30 10 min	Water Plant Construction Update – Dan Galvin with Garney Construction	Info Item	Tab D Manager Mann
7:40 15 min	First reading of Ordinance No. 8, Series 2024 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTER 2.16 OF THE SILT MUNICIPAL CODE PERTAINING TO THE COMPENSATION AND DUTIES OF THE PLANNING AND ZONING COMMISSION	Public Hearing	Tab E Town Clerk McIntyre
7:55 5 min	First reading of Ordinance No. 9, Series 2024 , AN ORDINANCE OF THE TOWN OF SILT, COLORADO, REPEALING AND REPLACING CHAPTER 12.20 OF THE SILT MUNICIPAL CODE PERTAINING TO THE SKYLINE CEMETERY (<i>staff requests a continuance to July 22, 2024</i>)	Public Hearing	Tab F Town Clerk McIntyre

8:00 10 min	Election Participation Discussion	Action Item	Tab G Manager Mann
8:10 5 min	Administrator and Staff Reports	Info Item	Tab H Manager Mann
8:15 10 min	Updates from Board / Board Comments		
8:25 30 min	Executive Session – For the purpose of conferencing with the Town attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators under CRS Section 24-6-402(4)(e) – acquisition of property including Mark S. Anderson and properties at the base of future pedestrian bridge Eric Monroy and Doug Wright		
8:55	Adjournment		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, July 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:

- July 22 - Traffic / Traffic Calming – Town Engineer Deric Walter and Committee
- July 22 – 2025-2034 Capital Plan Discussion Work Session
- August 26 – Joint BOT / P&Z Work Session
- September 23 – Distribution of Administrative Budget
- October 15 – Budget Work Session 1
- October 28 – Budget Work Session 2
- November 12 – Budget Work Session 3
- November 25 – Budget Work Session 4 (if required)
- December 9 – Adopt 2025 Budget

PROCLAMATION

WHEREAS, Christian Harra graduated from culinary school with multiple degrees in 1995; and

WHEREAS, Christian Harra purchased a 3-bedroom commercially zoned cabin in downtown Silt in June of 1997; and

WHEREAS, Christian's Harra and his father spent the ensuing two years developing the Miner's Claim into the vision of what you see today; and

WHEREAS, the Miner's Claim Restaurant held its grand opening to the public on July 2, 1999; and

WHEREAS, Christian Harra could not have accomplished any of this without the world-class employees he has attracted and their shared dedication to excellence; and

WHEREAS, the Town of Silt looks forward to the Miner's Claim continuing to serve as a culinary destination for the residents of the Town and all visitors near and far.

NOW, THEREFORE, I, Keith B. Richel, Mayor of the Town of Silt, do hereby recognize July 2, 2024 as the 25th anniversary of Miner's Claim Restaurant and wish the company continued success in the years to come.

Dated this eighth day of July, 2024.



Town of Silt

Keith B Richel

Mayor Keith B. Richel

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
JUNE 24, 2024 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, June 24, 2024. Mayor Richel called the meeting to order at 7:07 p.m.

Roll call	Present	Mayor Keith Richel Mayor Pro-tem Hanrahan Trustee Justin Brintnall Trustee Chris Classen Trustee Kim Ingelhart (newly appointed) Trustee Andreia Poston Trustee Jerry Seifert
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Present were Town Manager Jim Mann, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Community Development Manager Nicole Centeno, Lieutenant Matt Gronbeck, Public Works Director Joe Lundeen and members of the public.

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda –

1. Minutes of the June 10, 2024, Board of Trustees meeting
2. Award of bid for New Windows and Doors at Town Hall to Pinnacle Glass Co. in the amount of \$67,033.00

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Interview for Board of Trustee Vacancy and appointment to Board of Trustees – Michael Bertaux, Kimberly Ingelhart and Alana Hanks

The Board proceeded interviewed Michael Bertaux, Kimberly Ingelhart and Alana Hanks for the vacancy on the Board.

Trustee Classen made a motion to appoint Michael Bertaux to the Board of Trustees. Trustee Brintnall seconded the motion and the motion failed with Mayor Pro-tem Hanrahan and Trustees Seifert and Poston voting nay.

Trustee Poston made a motion to appoint Kimberly Ingelhart to the Board of Trustees. Mayor Pro-tem Hanrahan seconded the motion and the motion carried with Trustee Classen voting nay.

Discussion regarding Per Diem for those Participating in Special Committee Meetings

Manager Mann stated that there has been limited discussion related to the potential compensation of public members that are appointed to special committees by the Board. Beginning to compensate may improve the Town's ability to attract members of the public to join the towns efforts.

There was discussion regarding what could be done to encourage the community to get involved and participate more with town related business and what incentives would attract people to join a committee such as a monetary payment, gift cards, credit towards water bills and holding separate monthly community meetings that would include a board member or two and staff to discuss things going on in town.

There was also discussion about increasing the amount of compensation for Planning Commissioners and if the VALE members should receive something as they are also appointed.

Website Refresh Discussion

Manager Mann stated that the website is generally old and outdated technology and is in need of some refreshing. One of the Town's strategic initiatives is to better engage the community, and one way to accomplish that goal is to update the website to be more modern and user friendly. He added that the site has been updated to address the accessibility concerns that are mandated by the state. Mr. Mann stated that the changes to the website would likely be added to the 2025 budget.

Key considerations from a Town Management perspective are the consolidation all of the town's sites together, and include Discover Silt and the Silt Police Department into one site. This would ease the navigation for the user, provide content that is of value to the user, make for logical construction/location of content, ease of content modification/updates, and consolidation of our community outreach efforts. It was also suggested that if the website was more user friendly, it would save staff time and could include access to more historical information.

There was a consensus to move forward with refreshing the website with Mayor Pro-tem Hanrahan volunteering to assist.

May 2024 Financial Report

Treasurer Tucker went over the May 2024 financials.

Administrator and Staff Comments

Manager Mann went over his report stating that staff was in attendance at the CML conference last week along with Trustee Poston. He added that while at CML there were comments about the impact of pickle ball court in residential areas and the noise they generate. Staff would keep this information in mind as they move forward with the anticipated improvement of the Community Park.

Updates from Board / Board Comments

The Trustees welcomed Ms. Ingelhart to the Board and commented on the anticipated start date for the Home Avenue paving project, the crosswalk at the post office, the recent CML conference, the upcoming concert, following the watering schedule, and a possible dry field hockey set up instead of pickle ball. The Board also asked for statuses on the building inspector position, the potential electric charging station in front of the Holiday Inn, the Main Street Plaza project and broadband. The Board and staff were thanked for everything they do.

Mayor Richel asked if mosquito spraying could take place prior to the concert and the next movie in the park. He also commented about the marble shop that doesn't appear to have placed their stone behind the fence as required by their special use permit and asked what the status was of the Anderson property.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion and the motion carried unanimously. Mayor Richel adjourned the meeting at 9:18 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre
Town Clerk, CMC

Keith B. Richel
Mayor

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

AGENDA ITEM SUMMARY

SUBJECT: Grant Agreement – Silt's Community Park Renovation Project

PROCEDURE: Action Item – Consent Agenda

RECOMMENDATION: Approve

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As you may recall, the Town applied for and has received a grant from the State Board of the Great Outdoors Colorado Trust Fund (GOCO) in the amount of \$900,000. Based upon legal review, we are now in a position to sign the agreement with GOCO for the project.

FUNDING SOURCE: GOCO and General-Purpose dollars

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE:

ORIGINATED BY:

PRESENTED BY: Jim Mann, Town Manager

DOCUMENTS ATTACHED: Grant Agreement

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Jim Mann, Town Manager

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

GRANT AGREEMENT

Project Name: Silt's Community Park Renovation Project
Project Completion Date: March 31, 2027
Contract Number: 24008

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725, Denver, CO 80203
E-mail Address: lkahler@goco.org
Contact Name: Leah Kahler
Telephone: 303.226.4533

Grantee: Town of Silt
Address: P.O. Box 70, Silt, Colorado 81652
E-mail Address: atucker@townofsilt.org
Contact Name: Amy Tucker
Contact's Phone: (970) 876-2353 Ext. 104

Date: April 8, 2024

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D Due Diligence Checklist (if applicable)
Intergovernmental (or other) Agreement (if applicable)
Exhibit E Special Terms

RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.
- B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above ('Grantee') submitted a detailed project application ('Project Application') that contemplates the execution of the project (the 'Project') entitled above and described in GOCO’s project summary ('Project Summary'), attached and incorporated as Exhibit A.
- C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on March 15, 2024, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.
- D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Government, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$900,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.
4. Project Scope. Grantee shall not materially modify the Project without the prior written consent of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

Project undertaken without GOCO's prior written consent shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 15 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

6. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee's anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 9 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director's designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

7. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

9. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

10. Payment of Grant.

A. *General Terms.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms.* GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, stewardship, and capacity projects GOCO will issue payment as follows:

i. *Advanced Payment.* Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ('Advanced Payment'). Grantee may request a single Advanced Payment of up to 75% of the grant amount upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ('Progress Payment'). GOCO will issue a maximum of one (1) Advanced Payment or Progress Payment per calendar year (unless an alternative payment schedule is agreed to in writing by GOCO staff). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ('Progress Report'). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. Progress Payments shall not exceed 75% of the Grant.

iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ('Final Report'). The Project is 'complete' when all improvements or activities included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ('Final Payment'), subject to any reductions contemplated by any provision of this Agreement.

iv. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

11. Net Lottery Proceeds. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

12. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director's designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete the Project no later than March 31, 2027 (“Completion Date”). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

15. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

17. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit E shall apply to the Grant.

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by the landowner if the Project entails a conservation easement on a privately-owned property), and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

19. Signage. Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to their placement.

20. Liability.

A. Liability. To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion (“Record Retention Period”). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

22. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant*. GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith*. The parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to all other parties.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture*. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this

Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this

Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

By:

GRANTEE:

By:

Jackie Miller
Title: Executive Director

Name:
Title:

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

Name: Leah Kahler
Title: Grants Officer

EXHIBIT A
Project Summary

EXHIBIT A Project Summary

The Town of Silt seeks \$900,000 in GOCO Community Impact funds, with a local cash match of \$320,000 and an in-kind match of \$68,800 for Silt's "Community Park Renovation Project," which will transform a beloved, yet worn, park into community jewel. The park lacks modern, accessible playground equipment, access to drinking water, restrooms, walking paths, and shade structures. The existing tennis, volleyball and basketball courts are all out of date and underutilized. Community Park is a full city block next to downtown Silt with the potential to revitalize the commercial core through the provision of modern and accessible recreational opportunities. With GOCO funds, Silt will undertake a neighborhood visioning process, complete design, and transform the park. Initial public input in 2022 included interest in new playground equipment, tennis and pickleball courts, an upgraded volleyball pit, and additional shade structures. To ensure that Community Park serves all residents and provides an inclusive recreational experience, the Town wishes to expand its public outreach efforts. Silt considers the potential improvements as a framework to start the community visioning process, which will focus on inclusiveness, equitable recreation, community vitality, and youth connections.

EXHIBIT B
Resolution

**TOWN OF SILT
RESOLUTION NO. 32
SERIES OF 2024**

**A RESOLUTION AUTHORIZING AND SUPPORTING A COMMUNITY IMPACT
GRANT APPLICATION TO GREAT OUTDOORS COLORADO
FOR THE COMMUNITY PARK RENOVATION PROJECT**

WHEREAS, the Town of Silt ("Town") is a political subdivision of the State of Colorado, and therefore an eligible applicant for the community impact grant program offered by Great Outdoors Colorado ("GOCO"); and

WHEREAS, Great Outdoors Colorado invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers and open spaces awarding competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife; and

WHEREAS, the Town will undertake a community and neighborhood visioning process partnering with Garfield County Colorado State University Extension (CSU Extension), Garfield County Outdoors (GCO), and a trusted Latino community advocate to undertake a bi-lingual, youth driven public outreach process to determine final amenities at Community Park; and

WHEREAS, the Town is highly committed to transforming Community Park, an underutilized and aging park, to create a vibrant community asset with new and updated park equipment, amenities and services for the residents of Silt; and

WHEREAS, the Town has been invited by GOCO Program Officer to submit a Community Impact Fund Grant Application, after having received a favorable review of the town's concept paper, to request a total of \$900,000 in GOCO funding with a Town of Silt cash match of \$320,000 and in-kind services of \$68,000 for the design and construction of the Regional Park; and

WHEREAS, the Silt Board of Trustees finds that the Community Park Renovation Project will promote the health, safety and general welfare of the Silt community.

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

Section 1.

1. The above recitals are hereby incorporated as findings by the Town.
2. The Board of Trustees of the Town of Silt supports the Community Impact Fund Grant Application and will authorize the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with GOCO.

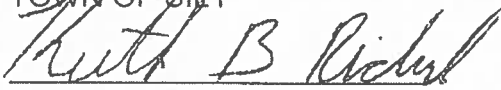
3. If the grant is awarded, the Board of Trustees hereby authorizes the Town Administrator Jeff Layman to sign the grant agreement with Great Outdoors Colorado.

Section 2.

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

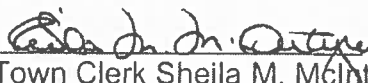
INTRODUCED, READ, PASSED, AND ADOPTED this 27th, day of November 2023.

TOWN OF SILT



Mayor Keith B. Richel

ATTEST:


Town Clerk Sheila M. McIntyre, CMC

I certify that this is an exact and true copy of the original document.

Town Clerk Sheila M. McIntyre

Signature Sheila M. McIntyre

Date Nov 29, '23

EXHIBIT C
Approved Budget

EXHIBIT D
Due Diligence Checklist (if applicable)
Intergovernmental (or other) Agreement (if applicable)

EXHIBIT E
Special Terms: Capital Construction Grant

1. Property Ownership. All properties on which GOCO-funded projects are located must be owned by, under the control of, or have been granted access to by the Grantee for the useful life of the Project (the "Property"). If Grantee does not own the Property on which the Project is to be located, Exhibit D between Grantee and the Property's owner continues in effect and unmodified throughout the term of this Agreement.

2. Project Operation and Maintenance.
 - A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project, or a minimum of 15 years, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property's ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 22.

 - B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project.

 - C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

 - D. Grantee's staff shall request during the Grantee's annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations under this Agreement.

3. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the useful life of the Project. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

4. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.

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

AGENDA ITEM SUMMARY

SUBJECT: A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH SUSTAINABLE STRATEGIES FOR MANAGEMENT AND GRANT SERVICES FOR THE TOWN OF SILT, COLORADO

PROCEDURE: Action Item

RECOMMENDATION: Approve

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As you may recall, in May of 2023 the Board approved entering into a professional services agreement with Sustainable Strategies DC (S2) to pursue various grants throughout the year. The initial focus had to do with the water treatment plant, however we were also able to secure the DOLA Housing grant, and the GOCO grant to upgrade Community Park.

Staff would like to continue the relationship with S2 to not only continue applying for grants with assistance, but to also help navigate and manage the execution of the grants.

Attached is a proposed extension of the original contract, at the same monthly rate (\$5,000) for the next 12 months. This will include two additional grant applications and filing for a Congressionally Directed Spending allocation.

FUNDING SOURCE: General and Enterprise Funds

RESOLUTION READING DATE: July 8, 2024

PRESENTED BY: Jim Mann, Town Manager

DOCUMENTS ATTACHED: Resolution & S2 Proposal


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

SUBMITTED BY:

REVIEWED BY:



Jim Mann, Town Manager



Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
RESOLUTION NO. 26
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH SUSTAINABLE
STRATEGIES FOR MANAGEMENT AND GRANT SERVICES FOR THE TOWN
OF SILT, COLORADO**

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

WHEREAS, the Town recognizes that it must meet the demand of the public for public improvements, including, but not limited to an Interstate 70 pedestrian overpass, other pedestrian safety improvements, safe drinking water, wastewater treatment, park improvements, and other facility improvements; and

WHEREAS, Sustainable Strategies is prepared to provide guidance on federal and state programs to assist Silt with projects to upgrade and support its Water and Sewer Utility; and

WHEREAS, the Board desires to sign an agreement with Sustainable Strategies to provide for their management and grant services to the Town.

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

1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board hereby authorizes Town Manager, James Mann to sign an agreement with Sustainable Strategies, Inc. that provides for management and grant services to the Town.
3. The Board hereby approves the agreement in the form attached hereto as Exhibit A, as it may be amended from time to time.

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

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC



Sent via e-mail to jmann@townofsilt.org

May 29, 2024

Jim Mann, Town Administrator
231 N. 7th Street
PO Box 70
Silt, CO 81652

Re: Proposal for Project Management and Grant Services for the Town of Silt

Dear Town Administrator Mann,

On behalf of Sustainable Strategies DC (S²), I am pleased to provide this proposal to continue providing strategic project management, grant services, and state and federal advocacy for the Town of Silt. S² is a government affairs and strategic consulting firm based in Washington, DC, and Denver, CO, that represents local government and non-profit clients in obtaining resources for revitalization and sustainability. With over 75+ years of experience, the S² team has assisted clients as they developed projects and secured over \$1 billion for our clients through federal grants and earmarks, and state, local, and philanthropic resources.

S² is prepared to provide project management and consult on grant management for: 1.) the More Housing Now & Land Use Initiative grant for Silt's Housing Assessment and the Land Use Update and; 2.) the Greater Outdoor Colorado (GOCO) Grant for Community Park upgrades. S² worked with staff to obtain funding for both of these projects in 2023/2024 and it is our understanding that the Town would like further assistance to ensure these projects are a success.

Under this proposal, S² will provide guidance on federal and state programs available to assist Silt with projects to promote housing and the pedestrian bridge over I-70. Grant writing services will include submitting two grants, one Congressionally Directed Spending Request, and a strategic funding plan that lays out strategies for pursuing grant funding focused on these two projects.

SCOPE OF WORK

S² proposes to provide the following management services:

- High level project management of the Housing Assessment/Land Use Code Update Project and Community Park Update Project. We anticipate these services will not exceed 120 hours a year and will include:
 - Preparation of Requests for Proposals/Requests for Qualifications.
 - Advising staff on selection of Contractors.
 - Conveying partner discussions and follow up.

- Arranging calls with grant managers at DOLA and GOCO.
- Advising staff on grant management and outreach techniques.
- Prepare a Strategic Funding Plan.
- Undertaking all **grant-writing efforts** for up to two grants and one Congressionally Directed Spending request including:
 - Drafting of the **grant applications and all attachments**, preparing the grant for www.Grants.gov, and submitting the package.
 - Identifying **project stakeholder support** and gathering letters and other indications of support (such as calls the USEPA, US Department of Interior, and the Colorado congressional delegation).
- **Coordinating directly** with the offices of Senator Bennet, Senator Hickenlooper, and the new Congressional Representative.
- **Scheduling & preparing for meetings** with Senator offices, and your Member of Congress as appropriate, including:
 - Coordinating **meeting schedules** and developing agendas;
 - **Organizing participation** by agency directors, mayors, and other elected officials;
 - Developing project **briefing sheets, talking points, and template support letters**; and
 - Drafting **follow-up emails and coordinating follow-up calls** as appropriate.

PROPOSED COMPENSATION ARRANGEMENT

We propose a monthly fee of \$5,000 to include the full scope outlined for a contract period of 12-months (totals \$60,000 over 12-months). In addition to the monthly retainer, S2 will invoice Silt for reasonable out-of-pocket expenses for travel.

INFO ON SUSTAINABLE STRATEGIES

S² is a government affairs and strategic consulting firm based in Washington, DC, and Denver, CO, that helps clients secure resources for revitalization and community priorities. We primarily represent local governments, economic development entities, and non-profit organizations across the nation, with a focus on sustainable economic development, infrastructure, clean air and clean water projects, resiliency, clean energy, brownfields redevelopment, smart growth, housing, and workforce development. We provide grants advocacy, congressional and agency advocacy, project consulting, funding guidance, support for formation of public-private partnerships, and environmental legal counsel. We have helped communities across America succeed on innovative local projects, and secure over a billion dollars in resources for those projects. For more information, see www.StrategiesDC.com and the attached “Success Matrix.”

S² is uniquely positioned to serve the Town of Silt because of our familiarity with Garfield County, Colorado state agencies, federal funding processes, and our depth of experience securing transportation infrastructure, housing, water, sewer, and other types of funds.

KEY STAFF

Matt Ward, CEO: Prior to the launch of Sustainable Strategies DC, Matt was a partner and Sustainable Communities practice group leader at The Ferguson Group (TFG). He joined TFG in

2005 after being a partner at the Washington, DC law firm Spiegel & McDiarmid, where he provided advocacy consulting on sustainability issues to communities for more than a decade. He is a co-founder of the National Brownfields Coalition and the Brownfield Communities Network, and he has served as national policy director to a number of organizations including the National Association of Local Government Environmental Professionals, the National Association of Towns and Townships, the Climate Communities coalition, the Mayors Automotive Coalition, the Manufacturing Alliance of Communities, and the American Waterfront Revitalization Coalition. Matt received his B.A., magna cum laude, from American University and his J.D. from the University of Virginia. Matt served as a city councilman and planning commission member in his hometown of Charles Town, WV for more than a decade.

Andrew Seth, President: Prior to his role as the President of Sustainable Strategies DC, Andrew Seth was a partner and the Director of Coalitions at The Ferguson Group. He is the Executive Director of the Climate Communities coalition and directed the American Waterfront Revitalization Coalition. He previously served as a project manager on environmental issues at the International City/County Management Association, where he directed the Local Government Environmental Assistance Network. Prior to joining ICMA, Andrew was a member of the government affairs team at Spiegel & McDiarmid. He began his environmental career at the conservation non-profit American Rivers. Andrew received his B.S., summa cum laude, from Salisbury State University and a M.S. in Resource Administration and Management from the University of New Hampshire.

Ashley Badesch, Partner: Ashley Badesch, who leads S²'s Western Office, based in Denver, CO. Prior to joining Sustainable Strategies DC, Ashley worked at the Center for International Policy. Ashley earned her J.D., Magna Cum Laude, at Georgetown University Law Center. She received her Master of Public Policy with a focus in Environmental Policy and a Bachelor of Arts in Spanish and Minor in Philosophy from the University of Virginia.

Debra Figueroa, Principal: The Silt work will be performed by Debra Figueroa who is based remotely in Sustainable Strategies DC's Western Office out of Glenwood Springs, CO. Debra received her MA in Political Science with a focus on Environmental Policy from the University of Florida, Magna Cum Laude, and a BA in Political Science, Magna Cum Laude, from Eckerd College. She was mostly recently the City Manager for the City of Glenwood Springs, CO and the Assistant Borough Manager for Carlisle, PA. In these positions, she oversaw large-scale infrastructure initiatives, emergency management and resiliency programs, and lead the municipalities highly successful grants teams.

Please let us know if you would like any more information or want to discuss this proposal. We look forward to continuing our work for the Town of Silt.

Sincerely,

Debra Figueroa

Enclosures (a): Success Matrix



Backwash Tank
Wall Forms &
Rebar



Backwash Tank
Wall Forms &
Rebar



Chemical
Trench Wall
Rebar &
Formwork



Backwash Tank
Wall Pour



Backwash Tank
Concrete



Chemical
Trench
Concrete

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

AGENDA ITEM SUMMARY

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

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Based on prior discussions regarding the pay associated with the Planning Commission, this ordinance touches on that topic and also clarifies other concerns and housekeeping issues in this section of code.

ORDINANCE FIRST READING DATE: July 8, 2024

ORDINANCE SECOND READING DATE: July 22, 2024

ORIGINATED BY: Sheila McIntyre

PRESENTED BY: Sheila McIntyre

DOCUMENTS ATTACHED: Ordinance No. 8


TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk, CMC

REVIEWED BY:



James Mann, Town Manager

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

AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTER 2.16 OF THE SILT MUNICIPAL CODE PERTAINING TO COMPENSATION OF THE PLANNING AND ZONING COMMISSION

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

WHEREAS, the Board of Trustees for the Town (the “Board”) desires to amend the current code provisions pertaining to compensation of the Planning and Zoning Commission (“P&Z”); and

WHEREAS, the Board has determined that pursuant to C.R.S. 31-23-202(3) and Section 11-3 of the Home Rule Charter, the Town has the power to modify the compensation of members of the P&Z; and

WHEREAS, the P&Z commissioners shall be paid according to the manner provided below, which fee schedule is necessary and proper to compensate the members for their service to the Town through their review of the planning and zoning of land use in the Town of Silt; and

WHEREAS, subject to the Home Rule Charter of the Town, effective January 1, 2025, the Town wishes to address said compensation to reflect the rate of two hundred dollars per month for the chairperson and one-hundred fifty dollars per month for the remaining commissioners regardless of the number of meetings attended; and

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

WHEREAS, the Board has determined that the adoption of this ordinance and the amendments set forth herein are necessary and proper to provide for the safety, health, prosperity and order of the Town.

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

SECTION 1

The following sections of Title 2 of the Silt Municipal Code are hereby amended and restated as follows:

2.16.010 – Established – Common membership.

Pursuant to the authority conferred by section 31-23-202, C.R.S. 1973, there is created a planning commission and a zoning commission for the town. The members of the planning commission shall also serve and are appointed as the zoning commission.

2.16.020 – Composition – Appointment – Holding other office.

- A. Composition. The planning commission shall consist of seven members (five permanent members and two alternate members).
- B. Appointment. The five permanent members and the two alternate members shall be appointed by the board of trustees. None of the appointed members shall hold any other municipal office, except that one such appointed member may be a member of the zoning board of adjustments and appeals. All newly appointed members will be sworn in by the town clerk.

2.16.030 – Residency – Compensation.

- A. All members of the planning and zoning commission shall be bona fide residents of the town, and if any member ceases to reside in the town his membership shall immediately terminate. ~~All members of the commission shall be compensated in the amount of fifty dollars per each regular and special planning and zoning commission meeting attended.~~

~~—All members of the commission, permanent and alternates, shall be compensated in the amount of two hundred dollars per month flat rate for the chairperson and one-hundred fifty dollars per month flat rate for the remaining commissioners, regardless of the number of meetings or work sessions that are held. Commissioners will also be compensated should packet materials be distributed for a scheduled meeting that gets canceled.~~

- ~~B.~~
- ~~C. Land use applicants requesting a special meeting shall pay two hundred dollars for the chairperson and one-hundred fifty dollars for each commissioner for each special meeting that is called. The land use applicant requesting the special meeting shall pay this fee at least five days prior to the meeting. For purposes of this section, a special meeting is not a regularly scheduled meeting or a meeting that is called by staff or any other governmental or non-profit agency.~~

2.16.040 – Term.

- A. The terms of membership shall be four years except that the respective terms of the first five members appointed shall be as follows: three for a term of four years and two for a term of two years.

B. Alternates shall be appointed for a four-year term. An alternate may become a permanent member upon the resignation of a permanent member and upon appointment by the board of trustees.

C. Reappointment for all terms shall take place in July.

2.16.045 – Vacancies

Commissioners who miss more than three consecutive regular meetings, may be removed from their position by a recommendation of a majority of the commission to the Board after notice has been made to that commissioner. The Board shall determine at a regularly scheduled meeting if the commissioner shall be removed from office. If the commissioner has a reasonable basis for missing meetings acceptable to other commissioners, particularly if given in advance, the absence shall be deemed to be excused and shall not be a basis for a removal vote.

2.16.050 – Removal from office.

Members may be removed from office as provided by statute.

2.16.060 – Vacancies.

Vacancies occurring otherwise than through the expiration of a term shall be filled for the remainder of the unexpired term as provided by statute.

2.16.070 – Quorum – Voting.

Three members of the planning and zoning commission shall constitute a quorum for the transaction of business. All permanent members of the commission shall be entitled to vote on matters coming before the commission. In the absence of a permanent member, alternate members shall be substituted and shall count towards a quorum. In the case of a substitution, the alternate member(s) shall be accorded the same rights as a permanent member. Alternates will be allowed to vote as long as the number of commissioners voting does not exceed five.

In the case of the absence or disability of the chairman or vice-chair, the staff member present shall call the meeting to order and call the roll of members. If a quorum is found to be present, the commission shall proceed to elect, by a majority vote of those present, a temporary chair to serve as presiding officer of the meeting.

In the absence of a quorum, those in attendance shall adjourn any meeting to a later time and date. The only action the commission may take in the absence of a quorum is the motion to adjourn. no meeting shall be deemed to have occurred.

2.16.080 – Chairman – Other officers.

The commission shall elect its chairman and vice-chair from among the non-ex officio members, and shall create and fill such other of its offices as it may determine. The

termterms of the chairman and vice-chair shall be one year, with eligibility for reelection. Selection of officers shall take place in July of each year or the next scheduled meeting or if a resignation warrants the position to be filled.

2.16.090 – Monthly meetings.

The commission shall hold at least one regular meeting in each month unless staff determines that a scheduled meeting is not necessary.

2.16.100 – Rules – Recordkeeping.

The commission shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be a public record and open to inspection upon such reasonable conditions as the commission determines.

2.16.110 – Powers and duties.

The planning commission and the zoning commission shall have all of the powers and perform each and all of the duties specified by articles 59 and 60 of Chapter 139, C.R.S. 1963, together with any other duties or authority which may, after the effective date of the ordinance codified at this chapter, which ordinance was adopted March 19, 1974, be conferred upon them by the laws of the state of Colorado. The performance of such duties and exercise of such authority is to be subject to each and all of the limitations expressed in such legislative enactment or enactments.

SECTION 2

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

APPROVED ON FIRST READING this ___ day of ___, 2024, in the Municipal Building of the Town of Silt, Colorado.

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

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

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

AGENDA ITEM SUMMARY

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

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Town Attorney is still reviewing this ordinance and staff asks that the Board continue this item to the July 22 meeting as it has been public noticed for tonight's meeting.

ORDINANCE FIRST READING DATE: Continue first reading to July 22, 2024

ORDINANCE SECOND READING DATE: August 12, 2024

ORIGINATED BY: Sheila McIntyre

PRESENTED BY: Sheila McIntyre

DOCUMENTS ATTACHED: Ordinance No. 9

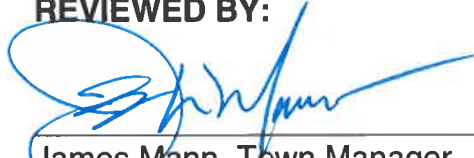
TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk, CMC

REVIEWED BY:



James Mann, Town Manager

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

AGENDA ITEM SUMMARY

SUBJECT: Alternative Revenue Sources

PROCEDURE: Discussion

RECOMMENDATION: Provide Direction on Scheduling of Election

SUMMARY AND BACKGROUND OF SUBJECT MATTER: At the June 24, 2024 Board Work Session, staff introduced the concept of adding a pair of “sin” taxes to bolster funds available to the Town. Discussed were both a cigarette tax and an excise tax on marijuana.

During that discussion, trustees asked for taxes charged in other jurisdictions, which are as follows:

<u>Community</u>	<u>Cigarette Tax</u>	<u>Marijuana Excise Tax</u>
Glenwood Springs	\$4.00/pack	5%
New Castle	\$3.50/pack	No marijuana sales
Rifle	\$1.94/pack	5%
Parachute	No tax	5%

As was indicated, if the Town were to implement the above two taxes, both of which would require voter approval, the revenue generation would be in the \$250,000 to \$350,000 range.

The Board also discussed that it would be important to designate a specific purpose(s) for the use of the funds. As indicated at the work session, staff believes that the funds would be best designated for used for Parks, Recreation and Culture. Specifically, we would suggest additional funding for parks maintenance and expansions, but also to fund additional recreational programs, which may include hiring of a Recreation Program Coordinator.

As mentioned above, both taxes would require approval of the voters in a special election (combined with a November election). Staff is looking for direction as follows:

- a) Is the Board interested in pursuing a cigarette tax
- b) Is the Board interested in pursuing a marijuana excise tax
- c) Should an election be scheduled for November 2024
- d) Should an election be scheduled for November 2025

Given the answers to the above, staff will either drop the concept altogether or begin preparing for an election.

FUNDING SOURCE:

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE:

ORIGINATED BY:

PRESENTED BY:

DOCUMENTS ATTACHED:

TOWN ATTORNEY REVIEW [] YES [] NO INITIALS _____

SUBMITTED BY:

REVIEWED BY:



Jim Mann, Town Manager

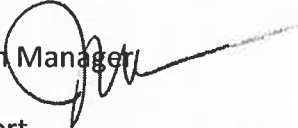


Sheila M. McIntyre, Town Clerk



Date: July 8, 2024

To: Mayor Richel & Board of Trustees

From: Jim Mann, Town Manager 

Subject: Manager's Report

Annual Performance Reviews: Over the course of the last several weeks, staff, including myself conducted performance reviews on all employees. A new process was developed this year, which included a self-evaluation by each employee, to help round out the evaluation process. From my perspective, I also requested peer reviews for each of the department heads, as I have not had an adequate amount of time with the Town to rely solely on my experiences/knowledge of each department head.

CML Conference: The week of June 17, Trustee Poston, Treasurer Tucker and myself attended the CML Conference in Loveland. Here is a synopsis of some of the information that I gleaned from the conference:

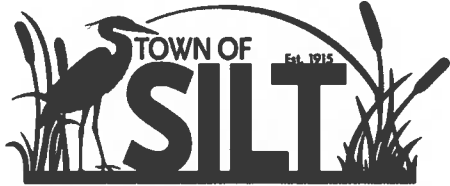
- **Evacuation Management for Community Leaders:** This session was rather eye-opening as it pertains to emergency management. While Silt is relatively well situated with a variety of egress routes, I believe we need to significantly address education of the community on what Silt's plan is. We need to know what our notification process is, where are our trigger points, traffic management, communication methodology, and what resources we have to protect (i.e. communication infrastructure). Suggest that we schedule a meeting with Colorado River Fire & Rescue for them to further educate us on the emergency plan. Also, will need to communicate with the citizenry.
- **Preserving Community Heritage:** As we look at growing, redeveloping, etc., it is important for us to consider the Town's heritage. There are resources out there that can help, however, we need to take steps to access those resources. Silt is not a Certified Local Government, which we would strive to do. The State Historical fund awards grants for planning, construction, archeology, and education that range from \$1.00 to \$250,000. The Federal Government provides Preservation Tax Credits that can be upwards of \$1.0 MM.
- **Tax Increment Financing (TIF):** "People are longer for a place to live, but also a place to love". How do we accomplish that through managed growth and development (redevelopment)? Silt's downtown will be a key component of that live and love concept, and TIF will be an integral part of assisting in redevelopment efforts.

Downtown Colorado, Inc., is an important partner for the Town to become a member to assist in the process of making the downtown a live and love part of the town.

- Legislative “Fixes”(?) – just a couple that I thought may be of interest
 - Initiative 50 (has signatures to be on ballot) – Limits growth in property tax revenue. Anything over 4% would require a vote of the electors to retain the increase. Initiative is rather unspecific on whether it would require a statewide ballot or a local issue, but the assumption is that it would be local. Many questions that the initiative does not address specifically that will create a mess. Some of these concerns include, but are not limited to: existing and future debt, Urban Renewal Authorities, Downtown Development Districts, TIFs.
 - Initiative 108 (does not have signatures to be on ballot) – Changes assessment rate to 24% for all properties, except residential. Residential would be changed to 6.7%. Includes backfill from state, however I would not count on that being the case. Also includes vagaries.
 - SB 24-233 – only will take effect if either Initiative 50 or Initiative 108 is not passed. Limits year or year property tax revenue growth to 5.5%, measured at the local level. Reduces assessment rates to 25%, with residential at 6.95%.
 - HB 1007 – took effect July 1, 2024 eliminating the ability to set occupancy limits for residential properties, unless there is a health/safety issue. Compels us to move away from statements of “married” occupants. Impacts ADUs.
 - HB 1152 – takes effect June 30, 2025 requiring that where single-family detached ADUs are allowed, that there would be no public hearing requirement, and design standard could not be more restrictive than the primary dwelling unit.

Wildfire Collaboration Steering Committee: continued meeting with the collaborative to look at the continued effort to address wildfire issues in the river valley. A key consideration for the collaborative is bringing on a staff position to carry on the coordination, and from my perspective, how that position would be funded. Discussions revolved around a variety of formulas that address valuation, population, area, etc. There will be more to come on this.

Mangers Meeting: I will be attending the Q2 Manager Meeting in Grand Junction on July 10.



Public Works Department
Joe Lundeen

Memo

To: Jim Mann, Town Administrator

From: Joe Lundeen, Public Works

Cc: File

Date: June 1st through June 30th

Subject: Public Works Department Report

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

Public works

- ❖ Inspections
- ❖ Finish work at SRP (observation deck and swings)
- ❖ Change out irrigation pump at 16th and EM
- ❖ Reconnect sunrise water tank #2
- ❖ Put up new signage at Island Park
- ❖ Put up one-way signage in alley from 9th to 8th street
- ❖ Work on lead and copper program for water plant
- ❖ New water line tie in at 7th and Front Street
- ❖ Relocate water line at Mega Storage on west side of town
- ❖ Clean up mud from behind stage from rains
- ❖ Service Vehicles and equipment
- ❖ Repair meter pit and curb stops
- ❖ Finish basket ball court Sprues Meadows Park
- ❖

Water/Wastewater

- ❖ Several Water and wastewater plant shutdowns as a result of power outages
- ❖ High usage of wells due to river turbidity

- ❖ Continued work on new water plant
- ❖ No monthly shut offs
- ❖ Hydrant flushing throughout town
- ❖ Meter read interrogator malfunction, Loaner will be here by the 8th of July
- ❖ New hire doing well
- ❖ There is one more valve set to be installed on the north clarifier
- ❖ Working on quote for basin cleanout for this spring
- ❖ Snake population has decreased some

Charging Station

- ❖ 2 charging sessions
- ❖ \$7.59

Bulk Water

- ❖ 11511.00 gallons of water through coin operated system
- ❖ 132963.00 gallons of water through commercial system

Public Works Director

- ❖ Staff meetings
- ❖ Home Ave project
- ❖ Bore Project
- ❖ Inspections
- ❖ New Water plant Meetings
- ❖ Family Dollar inspections



TOWN OF SILT
STAFF REPORT

Date: June 30, 2024

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

A handwritten signature in blue ink, appearing to be 'Amie Tucker', is located to the right of the 'To:' and 'From:' lines. The signature is written in a cursive style and is positioned above a horizontal line that spans the width of the page.

Tasks Completed in June

- Bulk Water
- 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
- Positive Pay filing and Verification
- Grant Management
- Monthly Disbursements
- Weekly Staff Meetings
- Zoom meeting hosting for Board meetings
- Holman Capital Webinar
- CIRSA Property Casualty Renewal

Attended the CML Conference and CIRSA General Membership Meeting in Loveland. I participated in the following sessions:

CIRSA General Membership Meeting

General Session: Greatness Grows Best in the Shadows

Building Consensus for Affordable Housing in a Small Town

What's New at DOLA

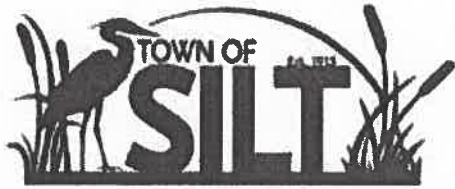
Pickleball is Fun! But Regulating? Not So Much

General Session: The Art of Active Listening

NOCO Community Fiber: Achieving Universal Broadband Access

CML Annual Business Meeting

Recruitment Struggles? Let's Get Creative



Date: July 2, 2024

To: Mayor, Trustees and Town Manager Mann

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for June 2024

Town Clerk duties:

- Attended staff meetings
- Signed paychecks and A/P checks
- Assisted with signing up Board member for CML Conference
- Misc research for various staff members
- Attended Heyday meeting
- Customer service
- Purging of old records
- Prepared and sent out BOT packets, attended and followed up on meetings, special meeting, work sessions, and transcribed minutes
- Picked up food for BOT meetings
- Index filing
- Attended CIRSA class re: succession planning
- Attended CIRSA general membership meeting
- Ordered business cards
- Ran errands: Bank, picked up food for work session, Post Office, Micro Plastics
- Prepared directives list
- Prepared for staff appreciation party
- Attended meeting with ILG re: handbook changes
- Completed employee evaluation process
- Sent public notices to newspaper
- Worked on housekeeping ordinances

Municipal Court & Police Dept. duties:

- Prepared Appearance bonds for jail
- Ordered forms for PD
- Prepared VALE packet and attended meeting
- Input tickets and payments
- Prepped for and attended court
- Sent old cases to collections
- Prepared for court and provided notes to Prosecutor
- Processed plea deals approved by Judge
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Processed court files after court with Judges' orders
- Filing

Did you know that June used to be the fourth month in the year? Before Julius Caesar came to power, the calendar year only had 10 months. In 46 BC he created the Julian calendar by adding two more months to the year, which made June the sixth month. Also, no other month in the year begins on the same day of the week as June!

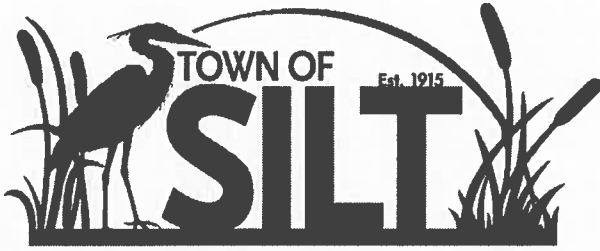
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTAL

Incidents 2024	419	363	341	396	602	544									2665	2665
Incidents 2023	392	297	327	400	344	364	389	367	360	356	313	272	4181			2,124
Cases 2024	9	19	23	11	32	29									123	123
Cases 2023	26	18	21	25	10	16	25	20	19	8	11	16	215			116
Animal 2024	21	23	18	23	25	17									127	127
Animal 2023	28	13	10	15	19	20	25	25	21	33	20	18	240			90
Adult Arrests 2024	1	1	10	6	9	10									37	37
Adult Arrests 2023	14	13	11	22	3	5	3	12	7	1	2	2	95			46
Juvenile Arrests 2024	0	0	0	1	0	0									1	1
Juvenile Arrests 2023	0	0	0	1	0	0	3	0	0	0	0	0	4			1
Tickets 2024	27	43	39	40	70	84									219	303
Tickets 2023	48	32	61	36	31	23	30	44	40	38	34	25	442			170
Warnings 2024	46	55	50	64	131	128									474	474
Warnings 2023	48	29	40	44	44	32	35	46	48	57	37	44	460			236

Incidents All calls for service

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

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



Community Development Department

MEMORANDUM

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

Building Department

- * Zoning & Building Reviews
- * Inspections - 50 in June
- * Contractor Licensing- 7 New / 216 YTD
- * BEST Tests- 15 New / 63 YTD
- * Miscellaneous Permits – 13 New / 87 YTD
- * Excavation Permits- 0 New / 28 YTD
- * Single Family Permits – 0 New / 6 YTD
- * Commercial Building Permit- 0 New / 0 YTD
- * Stop Work Orders
- * Building Code Second Phase Implementation

Administration

- * Staff Meetings
- * LED/Community Engagement/Communication
- * Business Licenses- 125 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- 24 YTD

Recreation

- * Online Registration Portal Updates
- * Baseball

Code Enforcement

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

Subdivisions/Work In Process

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

Land Use/Planning & Zoning

- * Western Slope Veteran's Coalition- Continued
- * Coats Lot Line Adjustment- Abandoned
- * Laestadian Annexation- Approved, Waiting to Record
- * The Bank Site Plan Review- Abandoned
- * Murrieta Food Truck Site Plan- Waiting on Applicant
- * River Run Storage Site Plan- Pending
- * Ehlers Plat Amendment
- * 510 West Main- Site Plan Amendment
- * Rislende- Site Plan Amendment

Special Events- Current & Future Planning

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

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



June 20, 2024
Use

News You Can

Summer Solstice Today

While you might not believe it by looking outside today, solstice marks the start of summer, and today, June 20, day when it occurs in the Northern Hemisphere. Let's explore this celestial event:



the summer
2024, is the
explore this

1. What Is the Summer Solstice?

- The summer solstice is the longest day of the year and the shortest night.
- In the Northern Hemisphere, it typically falls between June 20 and 22, depending on the year.
- Conversely, in the Southern Hemisphere, the longest day occurs between December 20 and 22.
- **Astronomical Definition:**
 - According to astronomy, summer begins precisely at the summer solstice.
 - Today, at 2:51 p.m. MDT (20:51 UTC), the sun reaches its highest point in the sky, resulting in the longest daylight hours of the year .
- **Daylight and Temperature:**
 - Although daylight hours decrease during summer, temperatures continue to rise due to seasonal lag.
 - Earth's oceans take time to change temperature, causing this delay in temperature response.
 - Interestingly, places closer to the poles experience larger differences in day length throughout the year, resulting in longer summer days there.
- **Traditions and Celebrations:**
 - Cultures worldwide celebrate the summer solstice with various traditions, holidays, and festivals.
 - Spiritually-minded individuals often gather to celebrate sunrise during this mid-summer event.

Remember, as the sun graces us with its longest appearance today, let's embrace the warmth and light of summer! (Among the thunderstorms we're predicted to have!)

(Sources Cited: history.com, timeanddate.com, space.com, almanac.com)

Solsticio de verano hoy



El solsticio de verano marca el inicio del verano, y hoy, 20 de junio de 2024, es el día en que ocurre en el hemisferio norte. Exploremos este evento celestial:

1. ¿Qué es el solsticio de verano?

1. El solsticio de verano es el día más largo del año y la noche más corta.
2. En el hemisferio norte, suele caer entre el 20 y el 22 de junio, dependiendo del año.
3. Por el contrario, en el hemisferio sur, el día más largo ocurre entre el 20 y el 22 de diciembre.

2. Definición astronómica:

1. Según la astronomía, el verano comienza precisamente en el solsticio de verano.
2. Hoy, a las 2:51 p.m. MDT (20:51 UTC), el sol alcanza su punto más alto en el cielo, lo que resulta en las horas de luz diurna más largas del año.

3. Luz diurna y temperatura:

1. Aunque las horas de luz disminuyen durante el verano, las temperaturas continúan aumentando debido al retraso estacional.
2. Los océanos de la Tierra tardan en cambiar de temperatura, lo que provoca este retraso en la respuesta de la temperatura.
3. Curiosamente, los lugares más cercanos a los polos experimentan mayores diferencias en la duración del día a lo largo del año, lo que resulta en días de verano más largos allí.

4. Tradiciones y Celebraciones:

1. Las culturas de todo el mundo celebran el solsticio de verano con diversas tradiciones, días festivos y festivales.
2. Las personas con mentalidad espiritual a menudo se reúnen para celebrar el amanecer durante este evento de mediados de verano.

Recuerda, mientras el sol nos honra con su aparición más larga hoy, ¡abracemos el calor y la luz del verano! (¡Entre las tormentas eléctricas que se predice que tendremos!)

Town of Silt Trash Rates Increasing



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

Aumentan las tasas de basura de la ciudad de Limo

A partir del 1 de agosto de 2024, las tarifas de basura contratadas entre Mountain Waste y la ciudad aumentarán en un 4%. Esto significa que la tarifa de basura del servicio regular pasará de \$35.06/mes a \$36.46/mes y la tarifa para personas mayores aumentará de \$31.08 a \$32.32. Verá este aumento reflejado en su facturación de agosto, que se emitirá el 1 de septiembre de 2024 o antes. Si tiene alguna pregunta, no dude en comunicarse con el Ayuntamiento (970) 876-2353 ext 101.

Seat Available for the V.A.L.E. Board

The Town of Silt has one seat up for reappointment on its VALE (Victim Assistance Law Enforcement) Board. The Board meets the third Monday of the month to review fund disbursement applications from victims of crime. If you are interested in becoming a member of this decision-making board, please complete the application found on our website or contact Sheila McIntyre for more information at 876-2353 ext. 102. The remaining seat on the board will continue to be open until filled.

What's Happening Around Silt?

¿Qué está pasando alrededor del limo?

The basketball courts up in Spruce Meadows got a refresh on their asphalt last week – be sure to check it out and shoot some hoops!

Las canchas de baloncesto en Spruce Meadows recibieron una actualización en su asfalto la semana pasada, ¡asegúrese de echarle un vistazo y disparar algunos aros!



Party At the Pavilion

Party At The Pavilion

Friday, June 28th
5:45 P.M. - 10:00 P.M.
648 N. 7th Street / Stony Ridge Pavilion

The Town is excited to present *Local Favorites*

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

Then.... the one and only "A Band Called Alexis" will take the stage from 8 - 10 pm for one unforgettable evening

THANK YOU TO OUR SPONSORS!!

SMW Alpine Bank ANB Bank
IMAGE KMTS
Karp, New Hanlon
YSILT
PEAK

Movie In The Park

Friday, July 12, 2024
Veteran's Park - 9:00 P.M. (Dark)

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

MIGRATION

Movie in the Park

Special Call Out Section

The 2024 summer solstice is the earliest since 1796

Usually it's a decent rule of thumb that seasons start on the 21st of the appropriate month, but that's not always the case—and this year's precise moment of solstice is particularly early. The simplest reason why is that 2024 is a leap year. As the [Washington Post explains](#), "During leap years such as 2024, the solstices and equinoxes occur about 18 hours and 11 minutes *earlier* than the previous year." During non-leap years, the timing of the solstice moves later, so things generally balance out over time.

Special Spring Reminder

As we get out and enjoy our trails and outdoor space - Please be mindful of the deer fawns/elk calves that you might come across. Please leave them alone and DO NOT mess with them. Mama is probably close by and as long as they don't appear to be injured, they are just doing what is in their nature to survive until they get big enough to be with the herd.



June 26, 2024

News You Can Use

New Town Administrator Sworn In!

Now that the Town has completed the selection process for their next Administrator, Town Clerk Sheila McIntyre had the opportunity to swear in new Town Administrator Jim Mann. Mr. Mann brings with him a Master's in Public Administration from the University of Wisconsin-Milwaukee and a Bachelor's in Public Administration and Political Science from UW-Lacrosse. Jim served as the Village Administrator for the Village of Slinger, Wisconsin for seven years, and has also had a career as a Municipal Advisor, providing services relating to the structure and sale of securities and assisting municipalities with respect to municipal financial products and the issuance of municipal securities. He worked in this capacity for 23 years for Ehlers and UMB Bank, leaving the industry as a Senior Vice President for Public Finance. The Town of Silt is pleased to have Jim on board!



Please be Deer Aware

Por favor, tenga cuidado con los ciervos



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Upcoming Events!

Party At The Pavilion

Friday, June 28th
5:45 P.M. - 10:00 P.M.

648 N. 7th Street / Stoney Ridge Pavilion

The Town is excited to present Local Favorites

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THANK YOU TO OUR SPONSORS!!

Movie In The Park

Friday, July 12, 2024
Veteran's Park - 9:00 P.M. (Dusk)

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

MIGRATION

TOWN OF SILT



Special Call Out Section

*PLEASE READ – IMPORTANT BILLING INFORMATION & TOWN INFO

* TOWN HALL will be closing at 3:30pm on 7/3/2024 and closed on 7/4/24 for the 4th of July.

*TRASH rates are increasing! The Town's contract with Mountain Waste includes an escalated clause based on CPI-T index. The regular service trash rate will go from \$35.06/month to \$36.46/month and the senior/disabled rate will increase from \$31.08 to \$32.32 on your August billing due 9/15/24.

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

* JOIN US on Friday's throughout the summer for our movie nights at Veterans Park and the Party at the Pavilion at Stoney Ridge Pavilion – Keep an eye out for specific events/dates!* Victim & Witness Assistance Board Vacancy – for more information, please call Town Hall at 970-876-2353 ext 102.

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

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



June 27, 2024
Use

News You Can

With the 4th of July Holiday Upon Us, Here is an Important Reminder:



EXTREME FIRE DANGER

Fireworks in the Town of Silt are prohibited. Persons found not complying with the code will be written into court.

CELEBRATE SAFELY
reminder: **NO FIREWORKS**
IN CITY LIMITS



NO FIREWORKS ALLOWED



Fireworks Injuries & Deaths 2023 REPORT

#CelebrateSafely

Safety Tips

- Always stick children to play with or under fireworks and lighting displays.
- Make sure fireworks are legal in your area before buying or using them.
- Keep a bucket of water or a garden hose handy in case of fire or other mishap.
- Light fireworks one at a time, then step back quickly.
- Never try to relight or pick up fireworks that have not ignited fully.
- Never use fireworks while impaired by alcohol or drugs.
- More Fireworks Safety Tips: <https://www.cpsc.gov/fireworks>

Injuries & Deaths

9,700 people hospitalized for fireworks-related injuries
8 Deaths from fireworks in 2023

How & When injuries Occurred

2023 Injuries by Month: 66% in July

Most Injured Body Parts

42% Burns

19%	22%	35%	11%
HEAD	FACE & NECK	HANDS & FEET	OTHER

Special Call Out Section

To understand more about fireworks-related injuries hazards around the 4th of July, CPSC conducted an analysis of the injury data in the four weeks surrounding the holiday in 2023 and found the following:

- Teenagers ages 15 to 19 years of age had the highest estimated rate of emergency department-treated, fireworks-related injuries, with children ages

5-9 years old having the second highest rate.

- There were an estimated 800 emergency department-treated injuries associated with firecrackers and 700 with sparklers.
- The parts of the body most often injured by fireworks were hands and fingers (an estimated 35 percent of injuries) along with head, face, and ears (an estimated 22 percent).
- About 42 percent of the emergency department-treated fireworks-related injuries were for burns.
- In fiscal year 2023, approximately 18% of selected and tested fireworks products were found to contain noncompliant components, including fuse violations, the presence of prohibited chemicals and pyrotechnic materials overload.



July 3, 2024

News You Can Use

4th of July

The 4th of July Holiday is upon us, and while the Town of Silt isn't doing fireworks (we do those in November with our tree lighting – stay tuned!), some of our neighboring communities DO have some events happening over the next few days:

Rifle – TODAY 7/3/2024 – Rifle WILL have fireworks at its Centennial Park starting at 9:45pm. Rifle will also have a whole host of events all day long Starting at Metro Park (11am-3pm) for the morning festivities and Centennial Park for the evening festivities (starting at 6pm) and subsequent fireworks. Go to www.rifleco.org for all the details.

Glenwood Springs – FRIDAY 7/4/24 – Glenwood Springs will have its now annual laser light show at Two Rivers Park starting at 9pm. The events start at 4:30pm at Two Rivers Park with vendors, kid activities, and yard games and go through the evening. Go to www.cogs.us for more information.

PLEASE REMEMBER: ALL FIREWORKS ARE ILLEGAL IN SILT COLORADO.

4 de julio

El feriado del 4 de julio está sobre nosotros, y aunque la ciudad de Silt no está haciendo fuegos artificiales (los hacemos en noviembre con la iluminación de nuestro árbol, ¡estén atentos!), Algunas de nuestras comunidades vecinas SÍ tienen algunos eventos en los próximos días:

Rifle – HOY 7/3/2024 – Rifle TENDRÁ fuegos artificiales en su Parque Centenario a partir de las 9:45 p.m. Rifle también tendrá una gran cantidad de eventos durante todo el día, comenzando en Metro Park (11 a.m. a 3 p.m.) para las festividades de la mañana y Centennial Park para las festividades de la noche (a partir de las 6

p.m.) y los fuegos artificiales posteriores. Ve a www.rifleco.org para conocer todos los detalles.

Glenwood Springs - VIERNES 7/4/24 - Glenwood Springs tendrá su espectáculo anual de luces láser en Two Rivers Park a partir de las 9 p.m. Los eventos comienzan a las 4:30 p.m. en Two Rivers Park con vendedores, actividades para niños y juegos de patio y se extienden hasta la noche. Vaya a www.cogs.us para obtener más información.

RECUERDE: TODOS LOS FUEGOS ARTIFICIALES SON ILEGALES EN SILT COLORADO.

TOWN OF SILT
EXTREME FIRE DANGER

Fireworks in the Town of Silt are prohibited. Persons found not complying with the code will be written into court.

CELEBRATE SAFELY
reminder: **NO FIREWORKS**
IN CITY LIMITS

NO FIREWORKS ALLOWED

NO FIREWORKS

United States Consumer Product Safety Commission
Fireworks Injuries & Deaths
2023 REPORT
#CelebrateSafely

Safety Tips

- ★ Never allow children to play with or ignite fireworks, including sparklers.
- ★ Make sure fireworks are legal in your area before buying or using them.
- ★ Keep a bucket of water or a garden hose handy in case of fire or other mishap.
- ★ Light fireworks one at a time, then move back quickly.
- ★ Never try to re-light or pick up fireworks that have not ignited fully.
- ★ Never use fireworks while impaired by alcohol or drugs.
- ★ More Fireworks Safety Tips: cpsc.gov/fireworks

How & When Injuries Occurred

2023 Injuries by Firework Type

Firecrackers: 800	Sparklers: 700
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66% of injuries occurred in the weeks before & after the July 4th holiday

Most Injured Body Parts

42% BURNS			
19% EYES	22% HEAD, FACE & EARS	35% HANDS & FINGERS	11% TRUNK/ OTHER
8% LEGS			

Injuries & Deaths

9,700 people were treated in ERs for fireworks injuries in 2023

8 Deaths from Fireworks in 2023

Source: U.S. Consumer Product Safety Commission 2023 Fireworks Annual Report

The Bear Necessities: A Closer Look at Coexisting with our Furry Neighbors

Living in our wonderful little town isn't without its challenges-and with the recent bear sightings in and around Town, here are some wise words from Colorado Parks & Wildlife on coexisting with our local bear population:

Las necesidades de los osos: una mirada más cercana a la coexistencia con nuestros vecinos peludos

Vivir en nuestra maravillosa ciudad no está exento de desafíos y con los recientes avistamientos de osos en la ciudad y sus alrededores, aquí hay algunas palabras

sabias de Parques y Vida Silvestre de Colorado sobre la coexistencia con nuestra vida silvestre local:

COLORADO PARKS & WILDLIFE
Bearproofing Your Home
 Help Keep Bears Wild

Keep Bears Out

- Many bears that enter homes do so through an unlocked or open window or door. Close and lock all bear-accessible windows and doors when you leave the house, and at night before you go to bed.
- If you must leave downstairs windows open, install sturdy grates or bars. Screens don't keep out bears.
- Keep garage doors and windows closed and locked at night and when you're not home. Don't leave your garage door standing open when you're not outside. Install extra-sturdy doors if you have a freezer, refrigerator, pet food, bird seed, or other attractants in your garage.
- Keep car doors and windows closed and locked if you park outside. Make sure there's nothing with an odor in your vehicle, including candy gum, air fresheners, trash, lotions and lip balms.
- Bears are great climbers — remove any tree limbs that might provide access to upper level decks and windows.
- Replace exterior lever-style door handles with good quality round door knobs that bears can't pull or push open.
- Put on talk radio (not music) when you leave home; the human voice startles most bears.

Get Rid of Attractants

- Bears follow their super-sensitive noses to anything that smells like food, and can follow scents from up to five miles away.
- Don't leave trash out overnight unless it's in a bear-proof enclosure or container. Obey all local regulations.
- We recommend feeding birds only when bears are hibernating. If you want to feed birds when bears are active, please review the Attracting Birds, Not Bears fact sheet on our website.

Teach Bears They're Not Welcome

- Don't store food of any kind in an unlocked garage, flimsy shed or on or under your deck.
- Don't leave anything with an odor outside, near open windows or in your vehicle, even if you're home. That includes scented candles, air fresheners, soap and lotions.
- If a bear comes into your yard or close to your home, do yourself and the bear a big favor, and scare it away. A confident attitude plus loud noises like a firm yell, clapping your hands, banging on pots and pans or blowing an air horn sends most bears running.
- If a bear enters your home, open doors and windows and make sure it can leave the same way it got in. Don't approach the bear or block escape routes.
- Never approach a bear. If a bear won't leave, call your local CPW office. If a bear presents an immediate threat to human safety, call 911.

Visit www.wildlife.state.co.us/bears for more information or call your local Colorado Parks and Wildlife Office.

Please Do Your Part to Keep Bears Wild

COLORADO PARKS & WILDLIFE • 6060 Broadway, Denver, CO 80216 • (303) 297-1192 • www.wildlife.state.co.us/bears

Special Call Out Section

Bears are gonna bear

This never happens



A shark breaking into your home in Colorado in search of food

This could happen



A bear breaking into your home in Colorado in search of food

