

**TOWN OF SILT  
BOARD OF TRUSTEES WORK SESSION  
May 28, 2024**

**AGENDA ITEM SUMMARY**

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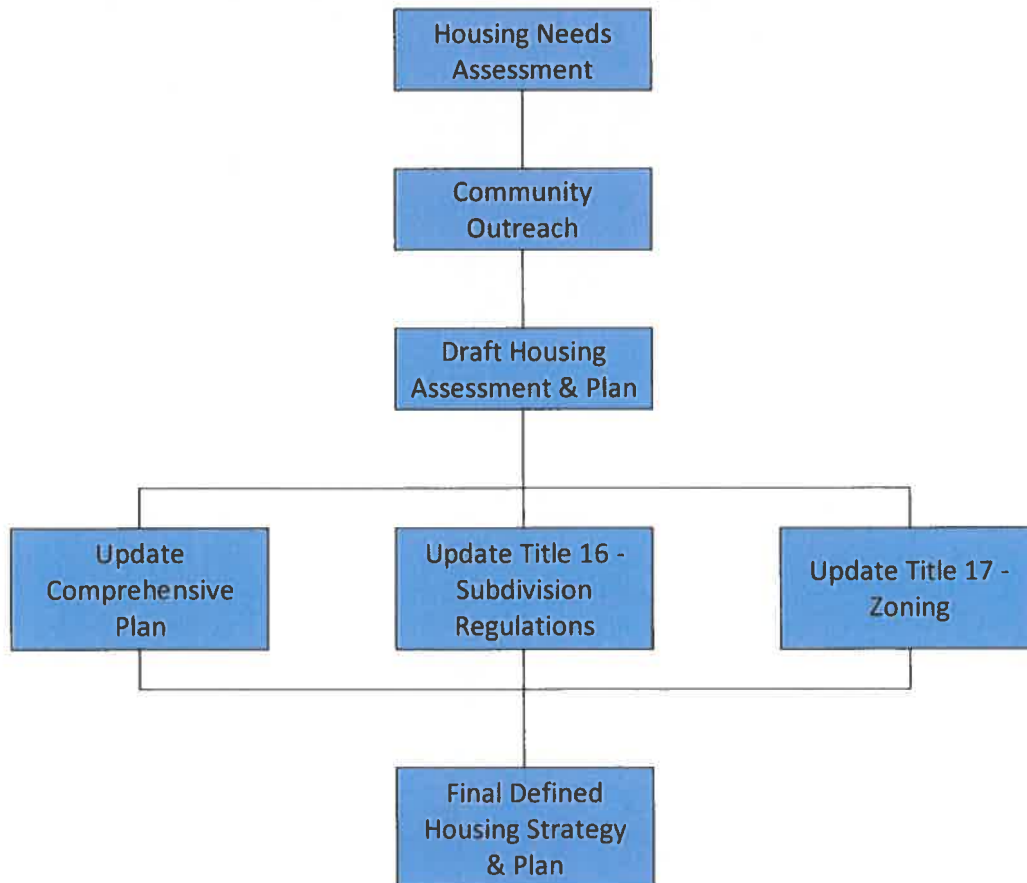
**SUBJECT:** Affordable Housing

**PROCEDURE:** Discussion

**RECOMMENDATION:** NA

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** Trustee Hanrahan has asked that we move forward the discussion related to updating the Town's Affordable Housing plans, needs, etc. As you may recall, the Town did apply for a Department of Local Affairs (DOLA) More Housing Now & Land Use Initiative grant in the amount of \$67,500. The purpose of the grant was to undertake a housing needs assessment, public outreach process, and update the Town's Code.

In order to proceed with updating the Town's policies related to housing, staff has outlined the following process that we will need to utilize to accomplish the goal:



Currently we are in the process of preparing a Housing Needs Assessment RFQ to engage a consultant to undertake the analysis. While we do not have an exact timeline, we would anticipate that the process to complete all of the above tasks will carry us to this time in 2025.

**FUNDING SOURCE:** DOLA Grant Award & General Fund In-Kind Contribution for a total project cost of \$75,000.

**ORIGINATED BY:**

**PRESENTED BY:** James Mann, Town Manager


**DOCUMENTS ATTACHED:**

**TOWN ATTORNEY REVIEW** [ ] YES [ ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

  
\_\_\_\_\_  
Jim Mann, Town Manager

**REVIEWED BY:**

  
\_\_\_\_\_  
Sheila M. McIntyre, Town Clerk  
Lori Masbury, Deputy Clerk

**TOWN OF SILT  
BOARD OF TRUSTEES WORKSESSION  
May 28, 2024**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Shoshone Water Rights Purchase – Town Contribution

**PROCEDURE:** Information/Discussion Item

**RECOMMENDATION:**

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** As follow-up to the presentation by Amy Moyer, Director of Strategic Partnerships with Colorado River Water Conservation District regarding the proposed preservation of the Shoshone non-consumptive water rights, we wanted to explore the Town Board's thoughts regarding an amount to potentially contribute.

The effort has raised approximately 50% of the funds necessary to purchase the rights from communities along the river. The deadline for funding is 2027.

As staff is in the beginning stages of developing budgets for 2025, we wanted to have a brief discussion on a general amount that the Board may be interested in contributing. Contributions from other communities have ranged from \$50,000 to upwards of several million. The contribution could be spread over several budget cycles.

**FUNDING SOURCE:** Water Enterprise Fund

**ORIGINATED BY:**

**PRESENTED BY:** James Mann, Town Manager

**DOCUMENTS ATTACHED:**

**TOWN ATTORNEY REVIEW** [ ] YES [ ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

  
\_\_\_\_\_  
Jim Mann, Town Manager

**REVIEWED BY:**

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

**TOWN OF SILT  
BOARD OF TRUSTEES WORK SESSION AGENDA  
TUESDAY, MAY 28, 2024 – 5:45 P.M.  
MUNICIPAL COUNCIL CHAMBERS**

EST. TIME	DISCUSSION TOPIC	PRESENTER
50 min	Affordable Housing Discussion	Manager Mann
15 min	Shoshone Water Rights Discussion	Manager Mann

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

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTER
	<b>Agenda</b>		<b>Tab A</b>
<b>7:00</b>	<b>Call to order</b>		<b>Mayor Richel</b>
	<b>Roll call</b>		
	<b>Pledge of Allegiance and Moment of Silence</b>		
<b>7:05</b>	<b>Public Comments</b> - Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
<b>7:20 5 min</b>	<b>Consent agenda –</b>  <ol style="list-style-type: none"> <li>1. Minutes of the May 7, 2024 Special Board of Trustees meeting</li> <li>2. Minutes of the May 13, 2024 Board of Trustees meeting</li> <li>3. Award of Home Avenue Project to the lowest bidder – Frontier Paving Inc.</li> <li>4. Renewal of Fermented Malt Beverage &amp; Wine Liquor License – Good2Go</li> <li>5. Kum &amp; Go 905 Change of Trade Name to Maverik 5114</li> <li>6. Award of Bid for Sunrise Tank #2 Restoration Project to Viking Industrial Painting in the amount of \$138,200</li> </ol>	<b>Action Item</b>	<b>Tab B Mayor Richel</b>
	<b>Conflicts of Interest</b>		
<b>7:25</b>	<b>Agenda Changes</b>		
<b>7:25 15 min</b>	<b>Town Parks Discussion</b>	<b>Action Item</b>	<b>Tab C Manager Mann</b>
<b>7:40 5 min</b>	Second reading of <b>Ordinance No. 3, Series 2024</b> , AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO CERTAIN REAL PROPERTY OWNED BY MATTHEW AND SUSAN JURMU AND LOCATED WEST	<b>Public Hearing</b>	<b>Tab D Planner Chain</b>

	OF COUNTY ROAD 231 IN GARFIELD COUNTY, COLORADO, KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION and Annexation and Development Agreement		
<b>7:45 5 min</b>	Second reading of <b>Ordinance No. 4, Series 2024</b> , AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS AGRICULTURAL-RURAL (AG), A 0.723-ACRE TRACT OF LAND LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION, WITHIN THE TOWN OF SILT, COLORADO	<b>Public Hearing</b>	<b>Tab E Planner Chain</b>
<b>7:50 10 min</b>	<b>Resolution No. 22, Series 2024</b> , A RESOLUTION OF THE TOWN OF SILT APPROVING THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE LAESTADIAN LUTHERAN CHURCH ANNEXATION #2 WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO		<b>Tab F Planner Chain</b>
<b>8:00 15 min</b>	<b>Establishment of Special Purpose Committee: Strategic Planning &amp; Town Code Committee</b>	<b>Action Item</b>	<b>Tab G Manager Mann</b>
<b>8:15 5 min</b>	<b>April 2024 Financial Report</b>	<b>Info Item</b>	<b>Tab H Treasurer Tucker</b>
<b>8:20 5 min</b>	<b>Administrator and Staff Comments</b>	<b>Info Item</b>	<b>Tab I Manager Mann</b>
<b>8:25 10 min</b>	<b>Updates from Board / Board Comments</b>		
<b>8:35</b>	<b>Adjournment</b>		
The next regularly scheduled meeting of the Silt Board of Trustees is Monday, June 10, 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:**

June 10, 2024 – Highwater Farms & Silt River Preserve Tour  
June 24, 2024 – Traffic / Traffic Calming Discussion

**TOWN OF SILT  
SPECIAL BOARD OF TRUSTEES MEETING  
MAY 7, 2024 – 8:00 A.M.**

The Silt Board of Trustees held a special meeting on Tuesday, May 7, 2024. Mayor Richel called the meeting to order at 8:09 a.m.

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<b>Roll call</b>	Present	Mayor Keith Richel Trustee Justin Brintnall Trustee Chris Classen Trustee Andreia Poston Trustee Jerry Seifert
	Absent	Mayor Pro-tem Hanrahan Vacancy

Present were Special Projects Coordinators Jeff Layman and Bill Efting, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker and Town Attorney Michael Sawyer.

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**Pledge of Allegiance and Moment of Silence**

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

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**Town Manager Section Process**

Special Project Coordinator Layman went over the process that would be used today to interview the five applicants who were chosen as finalists for the new Town Manager position. He stated that there would be three panels conducting interviews throughout the day and that besides the Board, there would be a stakeholders panel as well as the Department Heads.

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**Trustee Seifert made a motion to take a break until 8:45 a.m. Trustee Classen seconded the motion and the motion carried unanimously.**

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**Executive Session –**

**Mayor Richel made a motion to go into executive session for discussion of a personnel matter under C.R.S. Section 24-6-402 (4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; - review of applications received for Town Administrator position. Trustee Seifert seconded the motion, and the motion carried unanimously. The Board adjourned to executive session at 8:49 a.m.**

At the end of executive session, Mayor Richel made the following statement: “The time is now 4:26 p.m. and the executive session has concluded. No formal action was taken in the executive session but negotiators were given direction. The participants in the executive session were: Keith Richel, Justin Brintnall, Jerry Seifert, Chris Classen, Andreia Poston, Jeff Layman and Mike Sawyer. Mayor Richel stated that Lana Bryce was present from 9:00 a.m. to 9:50 a.m., Greg Sund was present from 10:00 a.m. to 10:52 a.m., Jim Mann was present from 11:00 a.m. to 11:52 a.m., Guy Patterson was present from 1:00 p.m. to 1:51 p.m. and Sharon Wolz was present from 2:02 p.m. to 2:54 p.m., Chief Kite was present from 3:35 p.m. to 4:03 p.m., Bill Efting joined the meeting at 3:55 p.m. and Michael Sawyer joined the meeting at 3:34 p.m. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record”. No objections were stated.

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### **Town Manager Selection Process**

The Board thanked the stakeholders, staff and candidates for their time today to go through this important process.

**Trustee Poston made a motion to name Jim Mann as a finalist for the position of Town Manager. Trustee Seifert seconded the motion, and the motion carried unanimously.**

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### **Adjournment**

**Trustee Brintnall made a motion to adjourn. Trustee Classen seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 4:32 p.m.**

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Respectfully submitted,

Approved by the Board of Trustees

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Sheila M. McIntyre  
Town Clerk, CMC

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Keith B. Richel  
Mayor

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES MEETING  
MAY 13, 2024 – 7:00 P.M.**

The Silt Board of Trustees held their regular meeting on Monday, May 13, 2024. Mayor Richel called the meeting to order at 7:01 p.m.

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<b>Roll call</b>	Present	Mayor Keith Richel Mayor Pro-tem Hanrahan Trustee Justin Brintnall Trustee Chris Classen Trustee Jerry Seifert
	Absent	Trustee Andreia Poston Vacancy

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

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**Pledge of Allegiance and Moment of Silence**

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

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**Consent Agenda –**

1. Minutes of the April 22, 2024 Board of Trustees meeting
2. Approval of Fermented Malt Beverage and Wine License Renewal – Kum & Go, LC
3. Award of Bid – Home Avenue Paving Project
4. **Resolution No. 21, Series 2024, A RESOLUTION EXPRESSING THE APPRECIATION OF THE BOARD OF TRUSTEES FOR THE SERVICES OF SAM FLORES AS A TRUSTEE OF THE TOWN OF SILT**

The Board had questions regarding the increased costs for the Home Avenue Paving bid and pulling money from reserves to cover the increase in cost. Mayor Richel read Resolution 21 recognizing Sam Flores who was in attendance remotely.

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

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**Conflicts of Interest** – Mayor Richel stated that he would recuse himself from the Highwater Farms lease topic since his daughter is employed by them for the summer.

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

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## **Water Plant Construction Update – Garney Construction**

Dan Galvin with Garney Construction was present to go over their progress and schedule. They have continued with dewatering and excavation, and would be moving forward with form work, rebar and concrete. He stated that they are close on getting approvals from CDPHE and are at roughly at \$1.5M billed out to date. There was brief discussion about any possible delays that could happen due to delayed approvals and that staff would need to be provided as much lead time as possible to address these types of situations. Mayor Richel stated that he would like to know if things aren't moving in the right direction by their next update on June 10.

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## **Colorado River District Regarding Shoshone Water Rights – Amy Moyer**

The Colorado River Water Conservation District is leading a charge to preserve and protect the Shoshone Water Rights. These rights are non-consumptive 1902 water for 1,250 cubic feet per second, and are considered the most senior, major water right on the Colorado River. The non-consumptive use has been utilized to generate power at the Shoshone Hydro Plant in Glenwood Canyon.

Present tonight was Amy Moyer, Director of Strategic Partnerships with Colorado River District to talk about the Shoshone water rights preservation efforts. She provided a history of the Shoshone water plant and explained the senior water rights and how they benefit the western slope from the headwaters to the state line and statewide.

The Colorado River District executed a Purchase & Sale Agreement with Public Service to purchase the water rights for \$99M and anticipate closing on this in 2027. She stated that they have raised \$48M so far, asking the Town of Silt for their financial contribution as well as a letter of support.

Attorney Sawyer stated that Silt has very junior water rights and explained how Silt could be affected by the Shoshone sale and that this agreement would benefit the town by allowing them to lock in place a water regime.

The Board stated that they would talk about this during the budget season. Attorney Sawyer stated that the Board could budget and appropriate their contribution, and hold that money as a line item in an account until it is ready to be paid upon closing of the water rights.

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## **Resolution No. 13, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES CONCERNING FINDINGS OF FACT FOR THE ANNEXATION OF PROPERTY OWNED BY MATTHEW AND SUSAN JURMU LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY, KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION, INTO THE MUNICIPAL BOUNDARIES OF THE TOWN OF SILT, COLORADO**

Planner Chain went over his staff report stating that he would be covering the resolution for findings of fact, as well as the ordinances to annex and zone the property simultaneously. He added that at the end the Board would need to make three separate motions when they are ready to make a decision. Mr. Chain stated that a lot line adjustment would also be taking place on this property and that it would be done administratively. He added that this application has been before the Planning Commission prior to coming to the Board tonight.

There was discussion regarding drainage, water rights, the tax rate for the ag-rural zone district, the annexation and development agreement that would be necessary and the benefit that this annexation could be to the town.

The public hearing was opened at 8:25 p.m. There were no public comments and the hearing was closed at 8:26 p.m.

**Trustee Classen made a motion to approve Resolution No. 13, Series 2024, A RESOLUTION OF THE BOARD OF TRUSTEES CONCERNING FINDINGS OF FACT FOR THE ANNEXATION OF PROPERTY OWNED BY MATTHEW AND SUSAN JURMU LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY, KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION, INTO THE MUNICIPAL BOUNDARIES OF THE TOWN OF SILT, COLORADO. Trustee Seifert seconded the motion and the motion carried unanimously.**

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First reading of **Ordinance No. 3, Series 2024**, AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO CERTAIN REAL PROPERTY OWNED BY MATTHEW AND SUSAN JURMU AND LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY, COLORADO, KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION

The public hearing was opened at 8:27 p.m. There were no public comments and the hearing was closed at 8:27 p.m.

**Trustee Seifert made a motion to approve first reading of Ordinance No. 3, Series 2024, AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO CERTAIN REAL PROPERTY OWNED BY MATTHEW AND SUSAN JURMU AND LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY, COLORADO, KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION. Trustee Classen seconded the motion and the motion carried unanimously.**

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First reading of **Ordinance No. 4, Series 2024**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS AGRICULTURAL-RURAL (AG), A 0.723-ACRE TRACT OF LAND LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION, WITHIN THE TOWN OF SILT, COLORADO

The public hearing was opened at 8:28 p.m. There were no public comments and the hearing was closed at 8:29 p.m.

**Trustee Seifert made a motion to approve first reading of Ordinance No. 4, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS AGRICULTURAL-RURAL (AG), A 0.723-ACRE TRACT OF LAND LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION, WITHIN THE TOWN OF SILT, COLORADO. Trustee Classen seconded the motion and the motion carried unanimously.**

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## **Update on the Turf Replacement Program (TRIP) – Adrian Brown**

This item was tabled as Mr. Brown was not in attendance tonight. Town Clerk McIntyre did state that Mr. Brown has been conducting audits in the Mesa View Subdivision but the status of how many have been completed is unknown.

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**Resolution No. 14, Series 2024**, A RESOLUTION OF THE TOWN OF SILT REPEALING AND REPLACING RESOLUTION NO. 16, SERIES 2019, ADOPTING AN OFFICIAL STREET TREE LIST AND SUGGESTED SHRUB LIST FOR THE TOWN OF SILT

Town Clerk McIntyre stated that this resolution has been revised since last seen by the Board with the requested changes and that staff recommends approval.

**Trustee Classen made a motion to approve Resolution No. 14, Series 2024, A RESOLUTION OF THE TOWN OF SILT REPEALING AND REPLACING RESOLUTION NO. 16, SERIES 2019, ADOPTING AN OFFICIAL STREET TREE LIST AND SUGGESTED SHRUB LIST FOR THE TOWN OF SILT. Mayor Pro-tem Hanrahan seconded the motion and the motion carried unanimously.**

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Second reading of **Ordinance No. 6, Series 2024**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING AND UPDATING TOWN CODE TO PROHIBIT AND LIMIT CAMPING WITHIN THE TOWN ON PUBLIC AND PRIVATE PROPERTY

Attorney Sawyer went over the changes made to the ordinance since first reading. Those changes included limiting the number of days (up to 14 in a calendar year) that an RV could be used on a temporary basis and a limitation of camping on private property to only one RV. There was some concern on the suggested changes and Chief Kite explained that the police department would address each situation on a case-by-case basis and encouraged people to come in and talk with the town so that we could work with them.

The public hearing was opened at 8:48 p.m. There was no public comment and the hearing was closed at 8:48 p.m.

**Mayor Pro-tem Hanrahan made a motion to approve second reading of Ordinance No. 6, Series 2024, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING AND UPDATING TOWN CODE TO PROHIBIT AND LIMIT CAMPING WITHIN THE TOWN ON PUBLIC AND PRIVATE PROPERTY. Trustee Classen seconded the motion and the motion carried unanimously.**

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Second reading of **Ordinance No. 7, Series 2024**, AN ORDINANCE OF THE TOWN OF SILT AMENDING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL #2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Mayor Richel recused himself and Mayor Pro-tem Hanrahan took over the meeting. Attorney Sawyer proceeded to provide a recap of the ordinance. He stated that no changes have been made and staff recommends approval.

The public hearing was opened at 8:53 p.m. There were no public comments and the hearing was closed at 8:53 p.m.

**Trustee Brintnall made a motion to approve second reading of Ordinance No. 7, Series 2024, AN ORDINANCE OF THE TOWN OF SILT AMENDING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL #2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO. Trustee Seifert seconded the motion and the motion carried unanimously. Mayor Richel returned to the meeting.**

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### **Administrator and Staff Comments**

Town Clerk McIntyre reminded the Board that if anyone was interested in attending the CML District meeting on May 22 to reach out to her by end of day tomorrow. Mayor Pro-tem Hanrahan commented on the soon to open Family Dollar and asked what other mechanisms the town may have to help enforce the policies that they have been so willfully disregarding. It was explained that the building has been red tagged and once they comply, they would be provided with a certificate of occupancy. He added that he is glad to hear that serious steps have been taken to force compliance.

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

The Board commented about the dirt behind the Family Dollar and the Good2Go store, the status of the new storage units west of town and the alley behind La Placita, the landscaping at the Dollar General and a dead tree on Lyon Boulevard. They also asked for a status on the Flock system and the new detox center in Glenwood.

The Board also thanked everyone who participated in the Town Manager interview process, those who attended the Chamber awards dinner, Sam Flores for his commitment to the Board and the town and staff for their hard work. Jim Mann was congratulated for being chosen as the new Town Manager and it was stated that he would do a great job.

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### **Executive Session –**

**Mayor Richel made a motion to go into executive session for discussion of a personnel matter under C.R.S. Section 24-6-402 (4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; - to discuss and update the Board regarding contract negotiations for the appointment of a new Town Manager. Trustee Seifert seconded the**

**motion, and the motion carried unanimously. The Board adjourned to executive session at 9:08 p.m.**

**At the end of executive session, Mayor Richel made the following statement: “The time is now 9:33 p.m. and the executive session has concluded. No formal action was taken in the executive session but negotiators were given direction. The participants in the executive session were: Keith Richel, Derek Hanrahan, Justin Brintnall, Jerry Seifert, Chris Classen and Mike Sawyer. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record”. No objections were stated.**

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**Adjournment**

**Trustee Brintnall made a motion to adjourn. Trustee Seifert seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 9:34 p.m.**

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Respectfully submitted,

Approved by the Board of Trustees

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Sheila M. McIntyre  
Town Clerk, CMC

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Keith B. Richel  
Mayor

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 24, 2024**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Home Ave. Project Bid Award

**PROCEDURE:** (Action Item)

**RECOMMENDATION:** Approval of Frontier Paving's Bid for the Home Ave. project for \$764,351.75

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** Frontier Paving Inc. was never mentioned in staff memos on the May 13<sup>th</sup> Board of Trustees meeting. Staff is requesting that the Board of Trustee formerly award the Home Ave. Project to Frontier Paving Inc.

**FUNDING SOURCE:** 2024 Capital projects/Streets

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

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

**RESOLUTION READING DATE:** May 28, 2024

**ORIGINATED BY:** Joe Lundeen Interim Director of Public Works/Utilities

**PRESENTED BY:** Joe Lundeen Interim Director of Public works/Utilities

**DOCUMENTS ATTACHED:** Fronter Paving Inc. Bid

**TOWN ATTORNEY REVIEW** [ ] YES [ ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

  
\_\_\_\_\_  
Jim Mann, Interim Town Administrator

**REVIEWED BY:**

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

**Town of Silt - W. Home Avenue Improvements**

BUI Project: 11106.19

3/21/2024 Rev. 4/11/24

Item No.	Est. Qty	Unit	Description and Unit Price in Words	Unit Price	Total Price
900-00014	1	LS	Force Account (For Minor Contract Revisions)* Fifteen Thousand exactly (Lump Sum Price - Words)	\$ 15,000.00 (Numeric)	\$ 15,000.00 (Numeric)
<b>Total of All Items (Complete Project): \$</b>					<b>764,351.75</b>

(Total Price - Words, to be handwritten by the Bidder)

\* In conformance with CDOT "Standard Specifications for Road and Bridge Construction (latest edition), CDOT M & S Standards (latest editions), Town Public Works Technical Specifications and Details, Project Special Provisions, and Project Construction Plans, including all labor and materials, complete and in place for a completed project.

**Bidder Comments:**

Frontier Paving Inc.  
PO Box 1167  
Silt, CO 81652

970-625-2224

  
\_\_\_\_\_  
Damian Ellsworth, Vice-President

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 28, 2024**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Renewal of Fermented Malt Beverage & Wine Liquor License for Good 2 Go LLC, Store #701

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

**RECOMMENDATION:** Staff recommends approval

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Annual renewal for a liquor license. The applicant is current on all Town licenses and fees. Silt PD reported no infractions. Inspection of property completed

**FUNDING SOURCE:** Good 2 Go Stores LLC

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

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

**RESOLUTION READING DATE:** N/A

**ORIGINATED BY:** Good 2 Go Stores LLC

**PRESENTED BY:** Lori Malsbury

**DOCUMENTS ATTACHED:** Renewal application and supporting documentation

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

**SUBMITTED BY:**

  
\_\_\_\_\_  
Lori Malsbury, Deputy Town Clerk

**REVIEWED BY:**

  
\_\_\_\_\_  
Jim Mann, Town Administrator



DR 8400 (02/16/24)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

**Submit to Local Licensing Authority**

**GOOD 2 GO STORES**  
**#701**  
**902 Main Street**  
**Silt CO 81652**

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$
Renewal Fee	221.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$</b>

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

### Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

**Note that the Division will not accept cash.**

- Paid by check
- Paid Online

Uploaded to Movelt on Date

Licensee Name

GOOD 2 GO STORES, LLC

Doing Business As Name (DBA)

GOOD 2 GO STORES #701

Liquor License Number

04-01682

License Type

Fermented Malt Beverage and Wine (city)

Sales Tax License Number

29825773

Expiration Date

06/08/2024

Due Date

04/24/2024

#### Business Address

Street Address

902 MAIN STREET

Phone Number

2085355901

City, State, ZIP Code

Silt CO 81652

#### Mailing Address

Street Address

902 Main Street PO BOX 50430

City, State, ZIP Code

Silt CO 81652 Idaho Falls, CO 83405

Email

licensing@good2goStores.com

Operating Manager

Date of Birth

**Home Address**

Street Address		Phone Number
<input type="text"/>		<input type="text"/>
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

1. Do you have legal possession of the premises at the street address?.....  Yes  No
- Are the premises owned or rented?  Owned  Rented\*
- \*If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No
- If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?.....  Yes  No
- (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)
- If selecting 'Yes', an additional \$11.00 is required to renew the permit.
- If so, which are you renewing?.....  Delivery  Takeout  Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....  Yes  No
- Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No
- If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? .....  Yes  No

If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? .....  Yes  No

If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? .....  Yes  No

If yes, attach a detailed explanation.


**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

Logan Hall

Title  
MEMBER

Signature  


Date (MM/DD/YY)  
4/29/2024

**Report & Approval of City or County Licensing Authority**

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

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

## Lori Malsbury

---

**From:** Licensing <licensing@good2gostores.com>  
**Sent:** Wednesday, May 8, 2024 1:58 PM  
**To:** Lori Malsbury  
**Subject:** Re: Store# 701

Hi Lori,

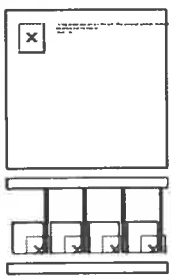
The lease day ends 12/2031.

Also we have the following stores that we get an off-premise alcohol license for in Colorado:

Good 2 Go Store 710 in Cortez  
Good 2 Go Store 711 in Cortez  
Good 2 Go Store 712 in Dacono  
Good 2 Go Store 714 in Denver  
Good 2 Go Store 715 in Castle Rock  
Good 2 Go Store 716 in Colorado Springs  
Good 2 Go Store 717 in Colorado Springs  
Good 2 Go Store 718 in Fountain

Let me know if you have any further questions.

Thanks,  
Tina



Tina Kite | Controller  
[Tina.Kite@good2gostores.com](mailto:Tina.Kite@good2gostores.com)

Good 2 Go  
(208) 906-0096  
1568 E 17th Street  
Idaho Falls, Idaho 83404  
[Good2GoStores.com](http://Good2GoStores.com)

### Confidentiality Notice:

The information contained in this e-mail and any accompanying attachments is confidential and protected from disclosure and is intended only for use by the person or entity to whom it is addressed. If you are not the intended recipient, any unauthorized use, disclosure, or copying of this e-mail and its contents is strictly prohibited and may be unlawful. If you are not the intended recipient, please immediately notify the sender by return e-mail and delete the original message and all copies from your system.

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**From:** Lori Malsbury <lmalsbury@townofsilt.org>  
**Sent:** Wednesday, May 8, 2024 5:11 PM

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DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

## Tax Check Authorization, Waiver, and Request to Release Information

I, Logan Hall

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

"Waiver") on behalf of

(the "Applicant/Licensee")

Good 2 GO STORES, LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Good 2 GO STORES, LLC

Social Security Number/Tax Identification Number

30-0751561

Home Phone Number

Business/Work Phone Number

208-535-5920

Street Address

PO BOX 50430

City

Idaho Falls

State

ID

ZIP Code

83405

Printed name of person signing on behalf of the Applicant/Licensee

Logan Hall

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



4/29/24


**Privacy Act Statement**

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

## CONVENIENCE STORE LEASE AGREEMENT SUMMARY OF BASIC LEASE INFORMATION

The parties hereto agree to the following terms of this Summary of Basic Lease Information (this "Summary"). In the event of a conflict between the terms of this Summary and the Convenience Store Lease Agreement, the terms of the Convenience Store Lease Agreement shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Convenience Store Lease Agreement.

### SUMMARY TERMS OF LEASE

1. Effective Date: December 8, 2021
2. Landlord: Main Silt Property, LLC,  
an Idaho limited liability company
3. Address of Landlord: P.O. Box 50620  
Idaho Falls, ID 83405
4. Tenant: Good 2 Go Stores, LLC,  
an Idaho limited liability company
5. Address of Tenant: P.O. Box 50430  
Idaho Falls, Idaho 83405  
Attention: John Pearson, President
6. Premises: 902 Main St, Silt, Colorado, and including all improvements located thereon  
G2G #701
7. Lease Term: 120 months. If the Lease Commencement Date (as defined below) occurs on a day other than the first day of a month, then the foregoing time period shall be measured from the first day of the next full calendar month.
8. Lease Commencement Date: December 8, 2021
9. Rent: Rent shall include Base Rent and Additional Rent (each as defined below).
10. Base Rent: 
11. Additional Rent: This is a true triple net lease. Tenant shall be responsible for Base Rent and Additional Rent, which shall include all Operating Expenses, Insurance Expenses, Utility Expenses, and Tax Expenses (each as defined below in the Convenience Store Lease Agreement) associated with the Premises and use thereof.
12. Prepaid Base Rent: Security Deposit: None.





# Town of Silt Liquor Inspection Report

Licensee Name: Good 2 Go Store LLC	Contact Name: Angel Braatz
License # / Type: 04-01682 Fermented Malt Beverage & Wine	Contact Number: 970-852-4867
Address: 902 Main Street	Inspection Date: 5/14/24

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

Follow-up Inspection

Notes: NEW or RENEWAL LICENSE PHYSICAL INSPECTION

Licenses not posted per requirements. The store manager did mention that improvements were scheduled to be done to the walls but would display licenses if this was not to be done shortly. Could not locate the Town Business License or Occupancy certificate.

Licensee/Rep. Signature: [Signature] Print: Angel Braatz Date: 5/20/2023  
 Performed by: [Signature] Phone#: 970-876-2353 Date: May 14, 2024

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 28, 2023**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Kum & Go LC Change of Trade Name to Maverik

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

**RECOMMENDATION:** Approval

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** In 2023 Maverik acquired all Kum & Go stores. In November of 2023, the master file held by the State Licensing Authority was updated with the new controlling officers. The applicant has formally applied for a trade name change from Kum & Go, Store# 905 to Marvrik Store# 5114. Both the Deputy Clerk and Chief of Police have reviewed and recommended approval. (SMC 5.25.80)

**FUNDING SOURCE:** Kum & Go / Maverik

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

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

**RESOLUTION READING DATE:** N/A

**ORIGINATED BY:** Kum & Go

**PRESENTED BY:** Lori Malsbury

**DOCUMENTS ATTACHED:** Change of Trade Name application and supporting documentation

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

**SUBMITTED BY:**

  
Lori Malsbury, Deputy Town Clerk

**REVIEWED BY:**

  
Jim Mann, Interim Town Administrator

## Permit Application and Report of Changes

**All Answers Must Be Printed in Black Ink or Typewritten**

1. Applicant is a				License Number	
<input type="checkbox"/> Corporation .....		<input type="checkbox"/> Individual		12404240015	
<input type="checkbox"/> Partnership .....		<input checked="" type="checkbox"/> Limited Liability Company			
2. Name of Licensee <b>Kum &amp; Go LC</b>			3. Trade Name of Establishment (DBA) <b>Kum &amp; Go 905</b>		
4. Address of Premises (specify exact location of premises) <b>905 Main St</b>			5. Business Email Address <b>licenses@kumandgo.com</b>		
City <b>Silt</b>	County <b>Garfield</b>	State <b>CO</b>	ZIP <b>81652</b>	Business Phone Number <b>970-876-0683</b>	

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager Reg/Change	Section C
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) ..... \$30.00  <input type="checkbox"/> Manager's Registration (Tavern) ..... \$30.00  <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) ..... \$30.00  <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE  <i>Please note that Manager's Registration for Hotel &amp; Restaurant, Lodging &amp; Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authorities directly regarding local processing and fees.</i>	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) ..... \$100.00  <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00  <input checked="" type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00  <input type="checkbox"/> Change Location Permit (ea)..... \$150.00  <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00  <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$150.00 x</div> Total Fee:
<b>Section B – Duplicate License</b>	<input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$100.00 x</div> Total Fee:
<input type="checkbox"/> Duplicate License ..... \$50.00	<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$160.00 x</div> Total Fee:
	<input type="checkbox"/> Campus Liquor Complex Designation ..... No Fee  <input type="checkbox"/> Sidewalk Service Area ..... \$75.00

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period
---------------------	------------------------	--------

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	<b>TOTAL AMOUNT DUE</b>	\$	50 .00
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## Instruction Sheet

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

**Section A**

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

**Section B**

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

**Section C**

Check the appropriate box in section C and proceed below.

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

<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>	
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input checked="" type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p>	
	<p>Old Trade Name Kum &amp; Go 905</p> <p>Old Corporate Name</p>	<p>New Trade Name Maverik 5114</p> <p>New Corporate Name</p>
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>	

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: City County ZIP

(b) Address of Location 2: City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name
New manager's name

(b) Date of Employment

Has manager ever managed a liquor licensed establishment?
Does manager have a financial interest in any other liquor licensed establishment?

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start End (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

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

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Jody Deiter</i>	Print name and Title Jody Deiter /Licensing Coordinator	Date 04/16/2024
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
\_\_\_ May 24th, 2024**

**AGENDA ITEM SUMMARY**

---

**SUBJECT:** Award of Bid Sunrise Tank #2 Restoration Project

**PROCEDURE:** (Action item,)

**RECOMMENDATION:** Staff Recommends that the Board of Trustees Award the Sunrise Tank #2 Restoration project to Viking Industrial Painting for the amount of \$138,200.00

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The Town of Silt received two bids for the restoration of the sunrise water tank, from TMI Coating for \$124,750.00 and Viking Industrial Painting for \$77,700.00.

After reviewing both bids and adding more items to Viking Industrial Painting (30" shell access \$10,500, 12" steel vent w/24" flange \$7000.00, Roof handrail 6' each side of ladder w/swing gate \$3200.00, Replace center column \$39,800.00) bringing the total contract with Viking Industrial Painting to \$138,200.00.

The Town will also contract with IXOM Water Care to install a Potable Water Circulation Equipment at the cost of \$27,829.00. There will be additional cost for reconnecting water line to tank, Electrical and inspections estimated cost of \$35,000.00, bring the total project cost to \$201,029.00. The budgeted amount for this project is \$300,000.00

**FUNDING SOURCE:** Water/Wastewater

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

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

**RESOLUTION READING DATE:**

**ORIGINATED BY:** Joe Lundeen Interim Public Works/Utilities Director

**PRESENTED BY:** Joe Lundeen Interim Public Works/Utilities Director

**DOCUMENTS ATTACHED:** All Bids

**TOWN ATTORNEY REVIEW** [ ] YES [ ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**





Joe Lundeen, Interim Public Works/Utilities Director



Sheila M. McIntyre, Town Clerk



**PUBLIC IMPROVEMENT PROJECT RFP / BID CHECK LIST**

<b>Project Information</b>	
Name of Project: Sunrise Tank #2 Restoration Project	
Location: 240 East Vista	
Project Number:	
Engineer: D&R Tank Company	
Contact:	
Phone: (	Fax:
Responsible Department: Public Works/Utilities	
Contact: Joe Lundeen	
Phone: (970)876-2353 ext 106	Fax:
Email: <a href="mailto:jlundeen@townofsilt.org">jlundeen@townofsilt.org</a>	

<b>Project Description</b>
----------------------------

<b>Funding Allocation</b>		
<u>Fund</u>	<u>Budget Line Item</u>	<u>Amount</u>
Water/Wastewater	005-0000-472-0614	\$201,029.00
		\$
		\$



**PUBLIC IMPROVEMENT PROJECT RFP / BID CHECK LIST**

<b>APPARENT LOW BIDDER / CONSULTANT</b>			
Bidder Name	Addendums	Bid Bond	Bid Amount
Viking Industrial Painting		yes	\$138,200.00

<b>RFP / BID TABULATION</b>			
Bidder / Consultant	Addendums	Bid Bonds	Bid Amount
TMI Coating		no	\$124,750.00

<b>BID REVIEW</b>			
Staff Person	Yes	No	Date Reviewed
Joe Lundeen/Sara	x		05/22//2024
		Comments	



May 22, 2024

**Town of Silt, CO  
 Sunrise Tank #2 Restoration Project  
 (Revised Quote)**

We are pleased to submit Viking’s proposal for supplying equipment, materials, labor, and insurance to provide rehabilitation for the Sunrise Tank #2. See pricing and scope below.

**Sunrise Tank #2**  
**BASE BID TOTAL COST INT COATING, MISC REPAIRS .....\$138,200**

**Surface Preparation and Coating System: Sunrise Tank #2**

**Exterior Surfaces: NONE**

**Interior Tank Surfaces:**

Surface preparation:	SSPC-SP10 Near White Blast Cleaning	
Primer:	Tnemec series Zinc 91	4.0 – 6.0 mils DFT
Intermediate:	Tnemec series L140	4.0 – 6.0 mils DFT
Finish:	Tnemec series L140	4.0 – 6.0 mils DFT

Schedule for painting must allow adequate time for favorable weather conditions to complete the painting.

**Items INCLUDED in pricing:**

- Interior tank Painting
- Sterilization of tank (Method 3)
- 1 Year Warranty
- Install 30” Square Manway Roof Hatch
- Remove and Replace Exterior Ladder w/ Safety Climb
- Remove and Replace Interior Ladder w/ Safety Climb
- 30” shell access
- 12” steel vent w/24” Flange
- Roof Handrail 6’ each side of Ladder w/ Swing Gate
- Replace center column
- Gasket & bolt replacement on existing manway
- Bac-T testing

**Items EXCLUDED in pricing:**

- Electrical Conduit/Wiring
- Ladder Anti Climb
- Repair Level Indicator
- Overflow Modifications
- Temporary Fence
- Raising of roof
- Floor replacement
- Cathodic Protection
- Dehumidification
- Shroud Containment
- Lead Abatement



- Prevailing Wages
- Exterior tank painting
- Heavy Metals Testing
- Dust Collection
- Heating equipment
- Anniversary Inspection
- Obtaining water samples or arrangement of testing lab
- Hiring of an industrial hygienist or safety firm
- Purchasing inspection equipment to supply to others
- Third party coatings inspection or any cost associated with paint representative inspection
- Other items listed in specifications that need to be painted
- The supply, installation, or maintenance of barriers, barricades, traffic signs or any traffic controlling methods
- Any additional grinding of steel except items installed or removed by Viking Painting

**Alternate items not included in above pricing:**

Exterior blast & coat – does not include full shroud containment .....	\$49,000
Replace floor and subgrade beneath as needed.....	\$125,000
Repair/replace target level.....	\$6,800

Preparation and painting are based on all items in place upon initial mobilization. Any items installed or disturbed after demobilization will be an additional charge agreed on by both parties.

Sincerely,

Dominic Pedersen  
Estimator



IXOM Watercare Inc.  
3225 Hwy 22, Dickinson ND 58601  
866-437-8076 • watercare@ixom.com

## Purchase Quotation: Potable Water Circulation Equipment for the Sunrise Tank #2

Date: May 20, 2024

Proposal Expiration Date: August 18, 2024

Project #: 69178

To: Daryl Back  
Town of Silt Water Dept  
WTP/ WRRF Operator & Purchasing Agent  
dback@townofsilt.org • (970)230-0805

From: Roberto Lastrico, IXOM Regional Manager, Denver, CO  
roberto.lastrico@ixom.com • 720-610-5109

Jenna Harvey, IXOM Sales and Service Dept., Dickinson, ND  
jenna.harvey@ixom.com • 866-437-8076

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### Location Information

Tank Name: Sunrise Tank #2

Tank Volume: 150,000 Gallons

### Customer Objectives

The objective is to provide thorough mixing of the tank to reduce water age, stagnation, stratification, short circuiting, and cold-climate ice buildup. Thorough mixing not only improves water quality, it also allows for representative sampling of the tank water, and disinfectant boosting if ever needed.

NOTE: For optimal ice prevention, we recommend a daily turnover of at least 15 to 20% of the tank's volume.

### IXOM Watercare Inc. Equipment Recommendation

To meet the above objectives for Sunrise Tank #2, we recommend the placement of one (1) GS-9-120 volt mixer. The minimum hatch size for this placement is 12" diameter. This unit requires 120 vAC power; which is to be provided by the customer/contractor.

**Performance Guarantee:** These mixers will completely mix the subject tank. In continuous operation, (1) at least once per 24 hours all water temperatures within the tank shall converge to within 0.8 degrees C, and (2) at least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.18 mg/l.

## Equipment Cost - GS Series Electric Mixers

PN	Qty	Equipment Description	Purchase Total Cost
100299	1	GS-9-120v Submersible Electric Mixer with standard 75' cable and chain, top of tank roof junction box, through-tank fitting, chain grab tools, 1-5/16" hole saw, Lexel sealant, kellem grip and cord Seal	Included
102423	1	GS Series Full Featured Control Panel with SCADA monitoring-120v	Included
Equipment Subtotal:			\$12,253
Applicable Taxes			-to be determined -
actory Delivery, Placement with On-Site Training (Startup if customer supplied power is available):			\$15,576
Project Total			\$27,829

**Proposal Expiration:** This proposal expires in 90 days, or on the date of any new proposal for this project, whichever is sooner.

**Equipment Delivery Time:** Delivery time varies depending on delivery method selected. Equipment shipments are typically dispatched from our warehouse 3-6 weeks from order date, while factory delivery and placement usually takes 8-12 weeks after receiving the signed scheduling letter and an approved submittal when a submittal is required.

**Warranty:** IXOM has the best parts and labor warranties that we are aware of in the industry. The details of the warranty which applies to this project are either attached to this document or are available at: <https://www.ixomwatercare.com/warranty>

Options for GS Series Electric Mixers		
GS Series Mixers - Long Cable Unit	150 feet of in-tank submersible electrical cable. GS-12: \$14,617 GS-9: \$10,740	
Interior Chemical Injection Line	100 ft. long x 1/2" ID injection hose setup to connect to the mixer and hang loose below the hatch, does not include the tank penetration thru fitting for metals tanks.	\$325 per 100'
Chemical Injection Thru Fitting	Tank penetration thru fitting for metal tanks to seal around the chemical injection hose when hose is run to the outside of the tank.	\$571 per fitting
Exterior Chemical Injection Hose Kit	Includes: 50 feet of 3/8" Stainless Steel braided exterior chemical injection hose with quick connect valve box.	\$901
Additional - Exterior Chemical Injection Hose	Additional lengths of 3/8" Stainless Steel braided exterior chemical injection hose: priced per ft.	\$10 per ft
GridBee SCADA Panel Stainless Steel	<u>Control Box:</u> 10" X 8" X 4" 120v GS Series Stainless Steel Control Panel Specification: Completely assembled, NEMA 4x enclosure, Hand-Off-Auto switch, contactor for mixer control, Motor amps with run/fault indication on exterior of door, grounding lug, 120v/1ph male molded plug, and locking latch for security. <u>SCADA:</u> Open collector run/fault signal, 4-20 mAmp analog output signal for motor current, and a 24 VDC relay for remote on/off control of the mixer. Complete panel as shipped is UL508A certified.	\$2,838 per mixer

Options for all Mixers		
CFD Modeling	<p>Our standard analysis will include the following sections:</p> <ul style="list-style-type: none"> <li>• Velocity vectors and contour plot at different cross-sections</li> <li>• Average flow induced throughout the tank</li> <li>• The corresponding average turnover of the tank (in hours)</li> <li>• The corresponding average power consumption of the mixer</li> </ul> <p><i>Additional charges may apply if your projects require items beyond the scope outlined above.</i></p>	\$1,800 per model
ResidualHQ Disinfectant Control System	<p>Designed for continuous monitoring and management of disinfectant residual levels. Limited maintenance, simple single-point calibration. Water Quality Monitoring includes continuous monitoring and logging of Total and Free Chlorine residual concentrations utilizing two reagent-free, low- maintenance, amperometric membrane sensors. Feed Capabilities include feed rates for bulk disinfectant chemicals. Unit produces and delivers chlorine, ammonia, and chloramine containing solutions. Adjustable concentrations and ratios. Automated and manual feed operations. Redundant flow verification. Configurable volume and frequency limits. SCADA includes control system accessed via 7" color touch- screen and tactile buttons, or remotely through Modbus protocols (RTU or TCP/IP). Digital outputs available for additional status monitoring. Data logs for various historical actions and parameters.</p> <p>Please click here for more details: <a href="https://www.ixomwatercare.com">https://www.ixomwatercare.com</a></p>	
THM Removal System	<p>Effective and economical spray nozzle system that works in conjunction with a GridBee / SolarBee mixer to strip TTHM from potable water storage tanks and clearwells.</p> <p>Please click here for more details: <a href="https://www.ixomwatercare.com">https://www.ixomwatercare.com</a></p>	
IXOM Service Program	<p>This program is specialty coverage which includes the utilization of Factory Crews to service and maintain proprietary designed equipment.</p> <p>Please click here for more details: <a href="https://www.ixomwatercare.com">https://www.ixomwatercare.com</a></p>	



## To Accept This Quotation

Please issue a purchase order to IXOM Watercare Inc, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at [orderprocessing@ixom.com](mailto:orderprocessing@ixom.com). If you are tax exempt, please include your exemption certificate with your purchase order.

A. Ixom Watercare, Inc. is a Material Supplier of portable equipment. No contracting or construction work of any type is being offered or will be performed by Ixom Watercare, Inc. at the jobsite or at any Ixom Watercare, Inc. location or factory for this project.

1) To order the materials the purchaser should use the same type of purchase order as would be used to order other materials; for example, a desk or a forklift. Please do not order the equipment quoted here with a "contractor" or "subcontractor" agreement of any sort, because Ixom Watercare, Inc. is a material supplier.

2) The US Department of Labor defines a Material Supplier, such as Ixom Watercare, Inc. and its allowable activities. All activities by Ixom Watercare, Inc. factory personnel to transport, place and start up the Ixom Watercare, Inc. portable equipment are incidental to Ixom Watercare, Inc. being a Material Supplier, and Ixom Watercare, Inc. will not perform contracting or construction work of any type for this project.

This IXOM quotation should be attached to the purchase order, and the purchase order should refer to the IXOM quotation by date, and should accept the quotation in its entirety. Acceptable language on the purchase order would be "Quantity: 1. Description: "Equipment per the attached quotation from IXOM dated \_\_\_\_\_, including all terms shown on that quotation." If there is any language missing, or extra language in the purchase order such as a referral to specifications, then IXOM will not be able to accept the purchase order.

If a purchase order is not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to [orderprocessing@ixom.com](mailto:orderprocessing@ixom.com).

Go to [www.ixomwatercare.com/subscribe](http://www.ixomwatercare.com/subscribe) to sign up for periodic email updates & information including videos, case studies, and other valuable content from Ixom Watercare!

Signing below acknowledges acceptance of this quotation. Please indicate which of the following options have been chosen.

Proposal Date: May 20, 2024

Proposal Expiration Date: August 18, 2024

Project #: 69178

GS Series Mixer & Control Panel Purchase

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Viking Painting, LLC  
P.O. Box 24162  
Omaha, NE 68124

**SURETY:**

*(Name, legal status and principal place of business)*

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Town of Silt  
231 N. 7th Street  
Silt, CO 81652

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Town of Silt: Sunrise Tank 2 Restoration Project 2024

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of May, 2024

  
*(Witness)* DOMINICK PEDERSEN, LEAD ESTIMATOR

Viking Painting, LLC  
*(Principal)*  *(Seal)*

*(Title)* JOHN SNODGRASS, VICE PRESIDENT  
Hudson Insurance Company

  
*(Witness)*

*(Surety)*  *(Seal)*

*(Title)* James M. King, Attorney-in-Fact



**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Robert T. Cirone, James M. King, Jacob J. Buss, Thomas L. King, Tamala J. Hurlbut, Seth Weedin**  
of the state of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 8th day of September, 20 20 at New York, New York.

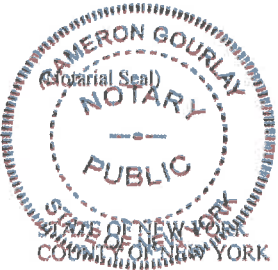


Attest Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
By Michael P. Cifone  
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 8th day of September, 20 20 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



Cameron Gourlay  
CAMERON GOURLAY  
Notary Public, State of New York  
No. 01GO6372305  
Qualified in New York County  
Commission Expires June 4, 2022

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 9th day of May, 20 24

By Dina Daskalakis  
Dina Daskalakis, Corporate Secretary



May 9, 2024

**Town of Silt, CO  
Sunrise Tank #2 Restoration Project**

We are pleased to submit Viking’s proposal for supplying equipment, materials, labor, and insurance to provide rehabilitation for the Sunrise Tank #2. See pricing and scope below.

Viking intends to blast and coat the interior of the Sunrise Tank #2. Repairs to the tank include new interior ladder, new exterior ladder, and a new 30” square roof manway,

**Sunrise Tank #2**

**BASE BID TOTAL COST INT COATING, MISC REPAIRS .....\$77,700**

**Surface Preparation and Coating System: Sunrise Tank #2**

**Exterior Surfaces: NONE**

**Interior Tank Surfaces:**

Surface preparation:	SSPC-SP10 Near White Blast Cleaning	
Primer:	Tnemec series Zinc 91	4.0 – 6.0 mils DFT
Intermediate:	Tnemec series L140	4.0 – 6.0 mils DFT
Finish:	Tnemec series L140	4.0 – 6.0 mils DFT

Schedule for painting must allow adequate time for favorable weather conditions to complete the painting.

**Items INCLUDED in pricing:**

- Interior tank Painting
- Sterilization of tank (Method 3)
- 1 Year Warranty
- Install 30” Square Manway Roof Hatch
- Remove and Replace Exterior Ladder w/ Safety Climb
- Remove and Replace Interior Ladder w/ Safety Climb
- Gasket & bolt replacement on existing manway
- Bac-T testing

**Items EXCLUDED in pricing:**

- Electrical Conduit/Wiring
- Install Ladder Gate
- Repair Level Indicator
- Overflow Modifications
- Temporary Fence
- Raising of roof
- Center column remove and replace
- Floor replacement
- Cathodic Protection
- Dehumidification
- Shroud Containment
- Lead Abatement
- Prevailing Wages



- Exterior tank painting
- Heavy Metals Testing
- Dust Collection
- Heating equipment
- Anniversary Inspection
- Obtaining water samples or arrangement of testing lab
- Hiring of an industrial hygienist or safety firm
- Purchasing inspection equipment to supply to others
- Third party coatings inspection or any cost associated with paint representative inspection
- Other items listed in specifications that need to be painted
- The supply, installation, or maintenance of barriers, barricades, traffic signs or any traffic controlling methods
- Any additional grinding of steel except items installed or removed by Viking Painting

**Alternate items not included in above pricing:**

Exterior blast & coat – does not include full shroud containment .....	\$49,000
30” shell access.....	\$10,500
12” steel vent w/24” Flange .....	\$7,000
Roof Handrail 6’ each side of Ladder w/ Swing Gate.....	\$3,200
Replace center column.....	\$39,800
Replace floor and subgrade beneath as needed.....	\$125,000
Repair/replace target level.....	\$6,800

Preparation and painting are based on all items in place upon initial mobilization. Any items installed or disturbed after demobilization will be an additional charge agreed on by both parties.

Sincerely,

Dominic Pedersen  
Estimator



# Qualification Data

📍 10905 Harrison Street  
La Vista, NE 68128  
☎ (833) VIP-TANK  
✉ bids@viptanks.com

**Director of Estimation:**  
Dominic Pederson  
(650) 660-9242  
dominic@viptanks.com

*viptanks.com*



Viking Industrial Painting (V.I.P.) was established in 2001 in Northern Iowa as an industrial tank painting company, specializing in the Water Tower Industry. For more than 20 years Viking has actively collaborated with tank owners, engineers, and third-party inspectors to renovate and protect their steel tanks. Viking has also worked with tank maintenance providers and new fabricators completing the field painting of the new tank construction process.

Viking Industrial Painting has been successful due to our unwavering attention to detail and our motto "Do the right thing, always." Because of this motto and our desire to take care of both our customers and our team members, Viking Industrial Painting has maintained a great reputation as a premier tank painting company.

Headquartered in La Vista, Nebraska with service representatives in Nebraska, Iowa, Illinois, Missouri, Kansas, Arkansas, Oklahoma, and Texas, we continue to grow our company through those same values. We offer not only quality tank painting and repair but also short-term and long-term maintenance plans for all styles of water tanks. With a consultative approach, we work to develop a plan that proactively protects your tank and allows for financial planning and fixed expenses to ease annual budgeting.

Viking Industrial Painting has invested in our team on both the Sales and Operational sides of our company to ensure our customers are taken care of from initial consultation to the completion of your project. We offer NACE Level 3 certified coatings inspection and work closely with AWWA to stay current with the ever-changing water industry. We sit on several of the National AWWA Tank Standard committees to help educate tank owners on best practices for maintaining and operating their steel water tanks. Viking Industrial Painting has many years of Tank and Painting experience to help plan and execute your tank maintenance project.

## Key Personnel

### Rory Sudbeck – Owner/President

Rory's immersion in the industrial painting industry began in his upbringing, working alongside his father who owned a painting business. After attending Bellevue University, he co-owned a firm representing Tnemec Coatings across Nebraska, Iowa, and South Dakota for over 12 years. During this time, Rory collaborated closely with engineers and contractors, ensuring precise coating applications. With a wealth of experience, he then moved on to specialize in the water tank industry with Viking Industrial Painting.

### John Snodgrass – Vice President

John began his work in tank maintenance in 2002, progressing from a local Sales Representative to various roles in Sales Management. John holds his NACE Level 3 Coatings Inspector certification and works with AWWA on a national level for both the D101 Tank Inspection Standard and the M42 Reference Guide. He has provided training on a national level and with many state AWWA and Rural Water Associations, educating on the importance of Tank Maintenance and Water Quality.

Prior to his involvement in the Water Tank Industry, John attended Pittsburg State University and served in the United States Marines Corp.



### **Kirt Ervin - PE, Chief Operating Officer**

Kirt is a seasoned leader with nearly 30 years in the water industry, with 20 of those years spent in various roles for the largest tank maintenance company in the country. In his most recent engagement as Region Vice President for Inframark, he oversaw the Contract Operations of large and small communities throughout the Midwest.

Throughout his career, Kirt has been a proven innovator, helping communities solve challenging water issues and introducing new technologies to the US market, including ice pigging and in-tank Trihalomethane Removal Systems.

Educationally, Kirt holds an engineering degree from Washington University in St. Louis, MO, and an MBA from Southern Illinois University-Edwardsville. He is a licensed Civil Engineer in over a dozen states and holds a NACE Level 3 Certified Coatings Inspector certification.

### **Serena Stach - Controller**

Serena embarked on her construction career with the Kiewit Corporation in 2001, specializing in contract compliance with subcontractors, bonding agents, and insurers. With her mastery in contract execution, she evolved into a business manager overseeing transaction accounting and operational reporting for major projects, including TD Ameritrade Ballpark and various initiatives at Nebraska Medicine. Serena ultimately assumed the role of Area Business Controller for the largest region in Kiewit's vertical building segment.

Following a brief hiatus from the industry, Serena returned to her career roots, joining Viking. Her primary objective is to enhance efficiency at Viking while delivering top-quality products to both internal and external clients.

### **Mike Maryott - Director of Operations**

Mike has been involved in the construction industry for more than a decade. Having previously concentrated on sports and stadium projects globally, he brings valuable operations experience to the team. In his current role, Mike seamlessly integrated this knowledge into the realm of water tanks. He is tasked with overseeing all project managers and project delivery functions for Viking.

### **Dominic Pedersen - Director of Estimation**

After completing the construction program at Southeast Community College in 2013, Dominic embarked on a career in the construction field, dedicating two and a half years to diverse residential projects. In 2015, he transitioned into the role of estimator for a prominent commercial painting company in Lincoln, Nebraska.

During his tenure, Dominic not only honed his skills in estimating but also played a pivotal role in enhancing the company's efficiency. His contributions included implementing advanced bidding software and streamlining the estimating process for improved accuracy and effectiveness.

Dominic's comprehensive background in estimating and the painting industry positions him as a knowledgeable and valuable Lead Estimator in his current role.

### **Brandon VanderMey - Director of Sales**

Brandon began his career with the Sherwin-Williams Paint Company upon graduating from St. Cloud State University in central Minnesota. Over 17 years, he navigated various roles including Store Manager, Professional Coating Sales Representative, and Protective and Marine Coatings Sales Representative. In 2016, Brandon transitioned his focus to the water tank maintenance industry, working primarily with municipalities and rural water districts in the upper Midwest.





Armed with a NACE Level 2 Coatings Inspector certification, he passionately consults with both current and prospective customers, ensuring their tank remains safe, sanitary, and maintained to maximize their overall service life.

## **Project Management**

### **Jim Caldwell - Project Manager**

With more than 20 years of experience as a project manager, Jim brings a wealth of expertise to the table. He holds certifications as a NACE-Certified Coating Inspector Level 3 and SSPC-Lead Paint Removal (C3), highlighting his commitment to excellence in the field.

Jim's understanding of project management, coupled with strong problem-solving capabilities and exceptional communication skills, makes him an asset to the Viking team. His dedication and skills contribute significantly to the success and efficiency of projects undertaken by Viking.

### **Andrew "AJ" Lenzie - Project Manager**

AJ brings a wealth of project management experience to the Viking team, with over 6 years of tenure as Maintenance Manager and Service Manager. He holds certifications as a NACE-Certified Coating Inspector Level 3 and SSPC-Lead Paint Removal (C3).

His robust understanding of project management, complemented by his strong problem-solving capabilities and exceptional communication skills, positions him as a valuable asset to our team and the customers he serves.

### **Eric Correa - Project Manager**

Bringing extensive experience in the industry to the team, Eric excels in managing complex industrial painting projects. Bilingual, with an acute eye for detail and a disciplined approach, he ensures thorough communication and coordination on all projects.

Equipped with OSHA 30-hour and OSHA 10-hour training certifications, Eric Correa combines practical experience with a strong educational foundation.

### **Donnie Bullins - Field Superintendent**

Donnie entered the industrial painting sector in 1986 in Minnesota, where he spent a decade honing his skills in blasting and painting for a contractor. In 1996, he ventured into entrepreneurship, establishing his own successful tank painting business, which he operated for five years.

In 2001, Donnie joined Viking Industrial Painting, contributing his wealth of experience to the newly formed team. With over 35 years in the industry, Donnie now holds the role of Field Superintendent, overseeing and ensuring the excellence of projects at Viking through his extensive knowledge and hands-on expertise.

### **Scott Jones - Equipment Manager**

Scott has been in the tank and industrial coating industry for many years and is our dedicated Equipment Manager. He is recognized as one of the nation's leading experts in running and blasting with the Fatser-Blaster, a self-contained piece of blasting equipment known for its environmental benefits and increased productivity. Scott ensures the success of projects and maintains a safe, efficient working environment for our team, bringing valuable expertise to enhance the overall quality and productivity of our operations.



## Safety Personnel

### Kim Caldwell - Director of Safety & Compliance

With over 20 years of experience designing, implementing, and maintaining site safety programs, Kim is integral to our dedication to safety. Kim takes a hands-on approach, providing weekly safety training for our dedicated crews and project managers. Additionally, she conducts monthly training sessions for our entire staff.

Kim's expertise extends to areas such as the OSHA Voluntary Protection Program, Solid and Hazardous Waste Management, and conducting industrial and/or office ergonomics assessments. Kim's leadership reinforces our commitment to maintaining the highest safety standards across all aspects of our operations.

### Jeff Gilbery - Inspector

With a career in the tank industry since 2004, Jeff has accumulated many years of experience, spending 11 years as a maintenance foreman and the rest as a paint foreman and field superintendent. Currently, he ensures the safety and efficiency of our crews on-site, overseeing equipment needs. Jeff plays a vital role in keeping the company compliant with environmental health and safety regulations, monitoring, and communicating changes to management. Additionally, he conducts both safety and QA/QC inspections, contributing to the overall quality and safety of our projects.



## Completed Projects

<b>Owner</b>	<b>Bossier City, Louisiana</b>				
<b>Project</b>	Benton Road Water Tank Rehab				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	CET	<b>Tank Size</b>	1.0MG
<b>Tank Address</b>	110 Cash Point Road, Bossier City, LA				
<b>Start Date</b>	11/6/2023	<b>Completed Date</b>	1/7/2024	<b>Project Value</b>	\$428,900
<b>Owner Contact</b>	Amanda Nottingham		(318) 741-8503	nottinham@bossiercity.org	
<b>Engineer</b>	Manchac Consulting Group				
<b>Engineer Contact</b>	Todd Thompson		(225) 202-4871	tthompson@manchacgroup.com	
<b>Scope</b>	Ext. Overcoat, First Responder Logo, Misc. Repairs				

<b>Owner</b>	<b>Las Cruces, New Mexico</b>				
<b>Project</b>	Missouri Tank Rehabilitation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	GST	<b>Tank Size</b>	2.0MG
<b>Tank Address</b>	2800 E. Missouri Ave, Las Cruces				
<b>Start Date</b>	12/5/2022	<b>Completed Date</b>	3/10/2023	<b>Project Value</b>	\$2,127,972
<b>Owner Contact</b>	Fernando Ortiz		(575) 528-3533	fernando.ortiz@las-cruces.org	
<b>Engineer</b>	Tank Industry Consultants				
<b>Engineer Contact</b>	Gregory Stein		(317) 271-3100	stein@tankindustry.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Lead Abatement, Rafter Replacement, Fencing, Misc. Steel				

<b>Owner</b>	<b>Beaumont, Texas</b>				
<b>Project</b>	Southwest Elevated Storage Tank Rehabilitation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	LEG	<b>Tank Size</b>	1.0MG
<b>Tank Address</b>	3070 Municipal Dr., Beaumont, TX				
<b>Start Date</b>	6/29/2023	<b>Completed Date</b>	11/29/2023	<b>Project Value</b>	\$1,348,440
<b>Owner Contact</b>	Amalia Villareal		(409) 866-0084	molly.villareal@beaumonttexas.gov	
<b>Engineer</b>	Schaumburg & Polk, Inc.				
<b>Engineer Contact</b>	Nestor Barroeta		(409) 782-7771	nbarroeta@spi-eng.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Containment, Steel Repairs, Header Pipe Replacement				

<b>Owner</b>	<b>Corpus Christi, Texas</b>				
<b>Project</b>	Alameda and Gollihar Elevated Storage Tank Rehabilitations				
<b>No. of Tanks</b>	2	<b>Tank Type</b>	LEG	<b>Tank Size</b>	1.0MG
<b>Tank Address</b>	509 Carmel Pkwy, Corpus Christi, TX				
<b>Start Date</b>	4/19/2022	<b>Completed Date</b>	4/18/2023	<b>Project Value</b>	\$2,072,640
<b>Owner Contact</b>	Clarissa Johnson		(361) 826-3843	clarissaj@cctexas.com	
<b>Engineer</b>	Ardurra Group, Inc.				
<b>Engineer Contact</b>	Grady S. Atkinson		(346) 666-5130	grady@adurra.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Containment, Steel Repairs, Logos				



## Completed Projects (Continued)

<b>Owner</b>	<b>Chaska, Minnesota</b>				
<b>Project</b>	1.5MG Hundertmark Water Tower Rehabilitation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	Fluted	<b>Tank Size</b>	1.5MG
<b>Tank Address</b>	113995 Hundertmark Rd. Chaska, MN				
<b>Start Date</b>	7/5/2022	<b>Completed Date</b>	9/18/2022	<b>Project Value</b>	\$1,296,700
<b>Owner Contact</b>	Matt Haefner		(952) 227-7733	mhaefner@chaskamn.com	
<b>Engineer</b>	Stantec Consulting Services				
<b>Engineer Contact</b>	Timothy Grinstead		(651) 775-5635	tim.grinstead@stantec.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Containment, Steel Repairs				

<b>Owner</b>	<b>Carrollton, Texas</b>				
<b>Project</b>	Josey 2.0MG Elevated Storage Tank				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	CET	<b>Tank Size</b>	2.0MG
<b>Tank Address</b>	2301 North Josey Lane, Carrollton, TX				
<b>Start Date</b>	2/14/2022	<b>Completed Date</b>	4/7/2022	<b>Project Value</b>	\$607,848
<b>Owner Contact</b>	Andrew Combs		(469) 503-9900	N/A	
<b>Engineer</b>	Landmark				
<b>Engineer Contact</b>	Matt Goldsmith		(417) 849-1183	mgoldsmith@teamlandmark.com	
<b>Scope</b>	Int./Ext. Coating of New Tank with Containment				

<b>Owner</b>	<b>St. Paul Regional Water Services, Minnesota</b>				
<b>Project</b>	Rehabilitation of the 1.0MG Ferndale Water Tower				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	Fluted	<b>Tank Size</b>	1.0MG
<b>Tank Address</b>	2575 Stillwater Road East, Maplewood, MN				
<b>Start Date</b>	7/11/2022	<b>Completed Date</b>	9/23/2022	<b>Project Value</b>	\$1,337,200
<b>Owner Contact</b>	Queenie Tran		(651) 266-8989	queenie.tran@ci.stpaul.mn.us	
<b>Engineer</b>	Short Elliot Hendrickson, Inc.				
<b>Engineer Contact</b>	Chad Katzenberger, PE		(651) 490-2000	ckatzenberger@sehinc.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Containment, Steel Repairs				

<b>Owner</b>	<b>City of Pharr, Texas</b>				
<b>Project</b>	500M Fluted Column - Express 83 Elevated Storage Tank Rehabilitation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	Fluted	<b>Tank Size</b>	500M
<b>Tank Address</b>	506 IH 2, Pharr, TX				
<b>Start Date</b>	3/4/2021	<b>Completed Date</b>	4/20/2021	<b>Project Value</b>	\$477,300
<b>Owner Contact</b>	Omar Anzaldua Jr., PE.		N/A	N/A	
<b>Engineer</b>	Dunham Engineering				
<b>Engineer Contact</b>	Jimmy Dunham		(979) 820-1648	jim@dunhamengineering.com	
<b>Scope</b>	Int. Wet, Int. Dry Touch-up, Ext. with Containment & Repairs				



## Completed Projects (Continued)

<b>Owner</b>	<b>City of Richardson, Texas</b>				
<b>Project</b>	Copper Ridge Elevated Storage Tank				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	LEG	<b>Tank Size</b>	1.5MG
<b>Tank Address</b>	1320 Holly Drive & 2100 Copper Ridge Drive, Richardson TX				
<b>Start Date</b>	1/1/2021	<b>Completed Date</b>	12/6/2021	<b>Project Value</b>	\$1,315,440
<b>Owner Contact</b>	Bradley Due		N/A	bradley.due@cor.gov	
<b>Engineer</b>	Neel-Schaffer Engineering				
<b>Engineer Contact</b>	Derek Cheatham		(817) 548-0696	derek.cheatham@neel-schaffer.com	
<b>Scope</b>	Int./Ext. Rehabilitation with Containment & Repairs				

<b>Owner</b>	<b>Prior Lake, Minnesota</b>				
<b>Project</b>	750,000 Gallon South Water Tower Reconditioning Project				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	LEG	<b>Tank Size</b>	750M
<b>Tank Address</b>	4798 Tower Street SE, Prior Lake, MN				
<b>Start Date</b>	4/12/2021	<b>Completed Date</b>	9/28/2021	<b>Project Value</b>	\$789,300
<b>Owner Contact</b>	Andy Brotzler		(952) 447-9832	abrotzler@cityofpriorlake.com	
<b>Engineer</b>	KLM Engineering				
<b>Engineer Contact</b>	Ben Feldman		(651) 773-5111	bfeldman@klmengineering.com	
<b>Scope</b>	Int./Ext. with Containment & Repairs				



## Current Projects

As of May 1, 2024

<b>Owner</b>	<b>Rowlett, Texas</b>				
<b>Project</b>	Rowlett Road Pump Station 3.0MG Storage Tank Rehabilitation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	GST	<b>Tank Size</b>	3.0MG
<b>Tank Address</b>	1800 Castle Dr, Rowlett, TX				
<b>Start Date</b>	3/1/2024		<b>Project Value</b>	\$718,700	
<b>Owner Contact</b>	Timothy Engle		(972) 463-3979	tengle@rowlett.com	
<b>Engineer</b>	Neel-Schaffer, Inc.				
<b>Engineer Contact</b>	Tommy Foster		(940) 595-8571	tommy.foster@neel-schaffer.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Misc. Steel Repairs, Rafters Replacement				

<b>Owner</b>	<b>Weiser, Idaho</b>				
<b>Project</b>	City of Weiser Reservoir 1 Corrosion Mitigation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	GST	<b>Tank Size</b>	1.5MG
<b>Tank Address</b>	2220 Valley View Dr., Weiser, ID				
<b>Start Date</b>	8/1/2023		<b>Project Value</b>	\$1,429,350	
<b>Owner Contact</b>	Mike Campbell		(208) 414-1965	water@cityofweiser.com	
<b>Engineer</b>	Keller Associates				
<b>Engineer Contact</b>	Trenton Buster		(208) 695-1404	tbuster@kellerassociates.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Steel Repairs, Roof Replacement				

<b>Owner</b>	<b>San Antonio Water System</b>				
<b>Project</b>	Hickory Hollow Elevated Storage Tank Rehabilitation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	CET	<b>Tank Size</b>	500M
<b>Tank Address</b>	23110 Little Walnut Dr, San Antonio, TX				
<b>Start Date</b>	1/4/2024		<b>Project Value</b>	\$1,649,700	
<b>Owner Contact</b>	Roxanne Lockhart		(210) 233-3095	roxanne.lockhart@saws.org	
<b>Engineer</b>	Kimley-Horn & Associates				
<b>Engineer Contact</b>	Charles Tafolla		(210) 240-6933	charles.tafolla@kimley-horn.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Steel Repair, Electrical Package, Civil				

<b>Owner</b>	<b>City of Mount Vernon Water Utility Board, Indiana</b>				
<b>Project</b>	West Fourth Street Water Tower Maintenance/Painting				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	LEG	<b>Tank Size</b>	100M
<b>Tank Address</b>	1800 W 4th St, Mt Vernon, IN				
<b>Start Date</b>	3/20/2024		<b>Project Value</b>	\$196,700	
<b>Owner Contact</b>	Chuck Gray		(812) 838-2136	cgray@mountvernon-in.com	
<b>Engineer</b>	Tanner Engineering, LLC				
<b>Engineer Contact</b>	Barry Tanner		(812) 781-0534	barry.tanner@tanner-eng.com	
<b>Scope</b>	Ext. Overcoat & Logo, Blast & Recoat, Int. Steel Repairs				



## Current Projects (Continued)

As of May 1, 2024

<b>Owner</b>	<b>Dacono, Colorado</b>				
<b>Project</b>	Dacono Water Tower Rehabilitation				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	Fluted	<b>Tank Size</b>	1.0MG
<b>Tank Address</b>	125 Forest Ave, Dacono, CO				
<b>Start Date</b>	4/1/2024		<b>Project Value</b>	\$944,775	
<b>Owner Contact</b>	Bobby Redd		(303) 833-2317	bredd@cityofdacono.com	
<b>Engineer</b>	City of Dacono				
<b>Engineer Contact</b>	Bobby Redd		(303) 833-2317	bredd@cityofdacono.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Containment				

<b>Owner</b>	<b>Groom, Texas</b>				
<b>Project</b>	200M Tank Rehabilitation Ground Storage Tank				
<b>No. of Tanks</b>	2	<b>Tank Type</b>	GST/STP	<b>Tank Size</b>	200M
<b>Tank Address</b>	203 Broadway Ave, Groom, TX				
<b>Start Date</b>	3/15/2024		<b>Project Value</b>	\$154,200	
<b>Owner Contact</b>	City of Groom		(806) 248-7929	cityofgroom@amaonline.com	
<b>Engineer</b>	Hi-Plains Civil Engineers				
<b>Engineer Contact</b>	Oscar Ostos		(806) 353-7233	oscaro@hpcetx.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Steel Repairs				

<b>Owner</b>	<b>Georgia Department of Corrections</b>				
<b>Project</b>	Rogers State Prison Water Tower Repairs				
<b>No. of Tanks</b>	1	<b>Tank Type</b>	PED	<b>Tank Size</b>	200M
<b>Tank Address</b>	1978 GA-147, Reidsville, GA				
<b>Start Date</b>	3/15/2024		<b>Project Value</b>	\$631,100	
<b>Owner Contact</b>	Fred Hastings		(478) 992-6323	fred.hastings@dcor.state.ga.us	
<b>Engineer</b>	Georgia Department of Corrections				
<b>Engineer Contact</b>	Fred Hastings		(478) 992-6323	fred.hastings@dcor.state.ga.us	
<b>Scope</b>	Int./Ext. Blast & Recoat, Containment, Electrical, Valve Replacement, Cathodic				

<b>Owner</b>	<b>Jordan Valley Water Conservancy District, Utah</b>				
<b>Project</b>	8-MG & 2-MG Steel Reservoirs Paint and Repairs				
<b>No. of Tanks</b>	2	<b>Tank Type</b>	GST	<b>Tank Size</b>	8.0MG, 2.0MG
<b>Tank Address</b>	6200 South 3200 West, West Jordan, UT				
<b>Start Date</b>	8/26/2023		<b>Project Value</b>	\$1,663,625	
<b>Owner Contact</b>	Shane Swensen, P.E.		(801) 565-4300	shane.swensen@jvwcd.org	
<b>Engineer</b>	Infinity Corrosion Group				
<b>Engineer Contact</b>	Erik S. Llewellyn, P.E.		(435) 214-7375	ellewellyn@infinitycorrosion.com	
<b>Scope</b>	Int./Ext. Blast & Recoat, Lead Abatement, Steel Repairs, Civil				



## List of Owned Equipment

### Recyclers & Dust Collectors:

ARS Machine S6 Grit Recycler  
20k CFM Dust Collector  
2 - Faster Blasters  
Hurricane 500 Sand Sucker

### Blast Rigs:

Inter. 52K GVW Truck with IR 1600 cfm compressor /6-ton pot  
Inter. 52K GVW Truck with 800 cfm Rotair/6-ton blast pot

### Semi-Trailer Rigs:

53 ft with 1300 CFM IR comp./8-ton pot/2500 CFM air dryer  
53 ft with 11-ton blast pot 2-1600 cfm air dryers  
48 ft with 1200 CFM Kaiser compressor with 6-ton pot  
48 ft with 1300 CFM IR compressor with 10-ton pot  
43 ft with 1- 8-ton pot and 1- 6-ton pot  
Tandem trailer with 600cfm IR compressor/6-ton pot

### Blast Pots:

8-ton blast pot with 1600 cfm air dryer on 20 ft tandem trailer  
8-ton blast pot on tandem axels  
8-ton blast pot on tandem axels

### Compressors:

2015 1600 CFM Ingersoll Rand  
2013 1600 cfm Ingersoll Rand  
1400 CFM Ingersoll Rand  
1300 CFM Ingersoll Rand  
375/400 CFM Ingersoll Rand  
375 Ingersoll Rand  
375 Kaiser

### Generators:

175 KVA  
25 KVV  
6 - 6500 Watt

### Welders:

Miller Diesel Trailblazer  
5 - Miller Gas Trailblazers

### Pressure Washers:

2 - 5000 psi Mi-T-M  
9 - 4000 psi Mi-T-M

1 - 3600 psi DeWalt  
1 - 3500 psi Mi-T-M

### Telehandlers:

5519 Genie  
5719 Snorkel

### Painting Equipment:

2 - 90-1 Graco  
2 - 80-1 Graco Extreme Paint Pumps  
5 - 70-1 Graco Extreme Paint Pumps  
8 - 60-1 Graco Extreme Paint Pumps  
1 - 50-1 Graco Extreme Paint Pump  
Gas-Powered Large Titan Paint Pump  
Gas-Powered Small Graco Pump  
Wig Way Special Coatings pump

### Rigging Equipment:

6- ST17 Work Basket  
1 - Lisben Cage  
6 - Sky Climber work cages  
1 - Spider Chair  
58 - Electric Motors  
8 - Air motors  
280 + feet Sky Climber Breakdown Staging

### Vehicles:

2020 Dodge 1-ton dually Diesel  
2020 Dodge 1-ton dually Diesel  
2019 Dodge 5500 Diesel  
2019 GMC Sierra Diesel  
2015 Ford F250 Diesel  
2011 Dodge 1-ton Diesel  
2011 Ford F550 Diesel  
2008 Chevy 1-ton Diesel

### Trailers:

4 - 16K 20ft with 3ft sides  
24ft Flatbed Gooseneck Trailer  
28ft Enclosed Gooseneck Trailer  
2 - 20ft Enclosed Trailers  
20ft 14K Deckover Trailer  
14ft Enclosed Trailer

### Containment Systems

225 Outriggers  
5 Center Trees  
3 - 8-ton Tuggers  
2 - 10-ton Tuggers  
200 Ground Anchors





Member  National Association of Surety Bond Producers.

January 20, 2023

RE: Viking Painting, LLC


To Whom It May Concern:

Gene Lilly Surety Bonds, Inc. is pleased to provide surety support for Viking Painting, LLC. We are in position to support single project requests in the \$5 million range with a \$30 million aggregate. This is by no means a limit but merely a guide. Viking Painting has a reputation of performing excellent work and operating with the highest levels of integrity. Our agency has the utmost confidence in their management ability, project delivery, and highly recommends them.

Viking Painting has an established surety relationship with Hudson Insurance Company, which is currently on the U.S. Treasury Listing of Certified Companies and has an A.M. Best rating of "A (Excellent)." Should Viking Painting be awarded a contract, we are in position to provide performance and payment bonds, following the review and acceptance of the contract under our normal underwriting conditions.

Please do not hesitate to contact me if you have any questions or if I can be of further assistance.

Best Regards,  
GENE LILLY SURETY BONDS, INC.



James M. King  
President



January 2, 2024

Viking Painting, LLC

Re: Banking Reference

To Whom It May Concern:

This letter is to outline the banking relationship that exists between Pinnacle Bank and Viking Painting, LLC.

Viking Painting, LLC is an excellent customer of Pinnacle Bank. The company has always handled banking transactions and financial arrangements in an overall professional and timely manner without exception. Average company deposit account balances range in the mid six figures.

Pinnacle Bank has a revolving line of credit note to Viking Painting that was established in the normal course of business. The revolving line is secured by a blanket lien on company assets and accounts receivable. Payment history on all current and previous borrowing is excellent.

Viking Painting, LLC is a respected and valuable customer with an excellent reputation and financial history. Should you have any questions feel free to contact me at 402-697-5992 or by e-mail at [jay.faylor@pinnbank.com](mailto:jay.faylor@pinnbank.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Faylor".

Jay Faylor  
Vice President



12329 Southport Parkway  
Suite 100  
La Vista, NE 68128  
T +1 402 333 5700  
insproins.com

August 4, 2023

RE: Viking Painting LLC  
10905 Harrison Street  
LaVista, NE 68128

To Whom It May Concern:

Please accept this letter as verification that the Workers' Compensation Experience Modifier for the last 3 years is as follows:

8/1/2023:	0.89
8/1/2022:	0.91
8/1/2021:	0.77

Should you require additional information, please contact me. Thank you.

Sincerely,

Genee West, CISR  
Business Insurance Sr. Account Manager  
Genee.West@MarshMMA.com

# ENR 2023 Top 600 Specialty Contractors

In comments about the market’s most pressing challenges, Top 600 Specialty Contractors are widely optimistic that the worst of pandemic-induced delays are done—buttressed by another year of double-digit revenue growth for listed firms. But the market still suffers from major challenges as firms look to cultivate limited labor resources and manage rising project costs.

The table below shows the rankings for our Top 20 Firms in Painting.

<b>THE TOP 20 FIRMS IN PAINTING</b>				
RANK		FIRM	(\$ MIL.) 2022 REV.	% CHANGE 21-22
2023	2022			
1	1	ASRC INDUSTRIAL	202.4	-14
2	4	GRAYDAZE CONTRACTING INC.	119.3	+21
3	2	CHERRY COATINGS	111.8	+9
4	3	CHAMPION SPECIALTY SERVICES	102.4	0
5	6	HARTMAN WALSH INDUSTRIAL SERVICES	92.3	+48
6	5	APEX IMAGING SERVICES	70.0	-28
7	10	AVALOTIS CORP.	69.3	+50
8	7	HARRISON CONTRACTING CO.	67.5	+18
9	8	ASCHER BROTHERS CO. INC.	63.5	+20
10	9	THOMARIOS	53.7	+12
11	11	VPI	52.8	+25
12	12	THOMAS INDUSTRIAL COATINGS INC.	50.0	+21
13	14	VIKING INDUSTRIAL PAINTING	50.0	+35
14	**	CERTIFIED COATINGS CO.	41.3	NA
15	16	SELECT PAINT & FINISHES LLC	41.2	+21
16	13	JERRY THOMPSON & SONS	39.4	-1
17	15	LONG PAINTING CO.	38.5	+11
18	19	NATIONAL COATINGS INC.	33.2	+21
19	18	SWANSON & YOUNGDALE INC.	32.3	+16
20	**	PENINGTON PAINTING CO.	30.9	+60

NA=NOT AVAILABLE. \*\* =NOT PREVIOUSLY RANKED.

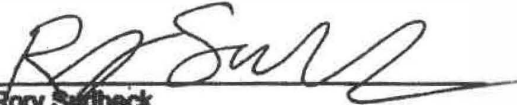
**INCUMBENCY CERTIFICATE**

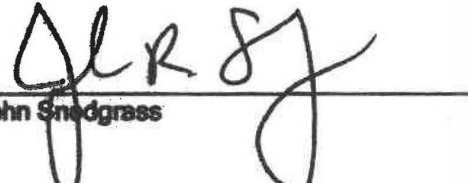
The undersigned, being all of the members of Viking Painting, LLC, a Nebraska limited liability company (the "Company"), hereby certify that the following persons are duly elected, qualified and acting officers of the Company, holding the office of the Company specified opposite their names:

<u>NAME</u>	<u>OFFICE</u>
Rory Sudbeck	President
John Snodgrass	Vice President

Dated effective as of August 17, 2018.

**MEMBERS OF VIKING PAINTING, LLC**

  
\_\_\_\_\_  
Rory Sudbeck

  
\_\_\_\_\_  
John Snodgrass

Elevate your tank  
to the VIP experience.



Contact us today!  
(833) VIP-TANK | [info@viptanks.com](mailto:info@viptanks.com)

Make your tank  
a VIP tank.

[viptanks.com](http://viptanks.com)

## ABOUT VIP

Established in 2001 in Northern Iowa, Viking Industrial Painting (VIP) has become a leading specialist in industrial tank painting, with a focus on the Water Tower Industry. Our unwavering commitment to quality and meticulous attention to detail, guided by the principle of "Do the right thing, always," have positioned VIP as a premier tank company.

From its inception, VIP has actively collaborated with engineers, third-party inspectors, and tank owners to renovate and protect steel tanks, ensuring longevity and optimal performance.

Today, our services have evolved beyond professional tank painting and repair. VIP offers comprehensive short-term and long-term maintenance programs across the United States for various water storage tanks. Taking a consultative approach, we work closely with you to develop a proactive plan. This not only safeguards your tank but also simplifies annual budgeting with fixed expenses.

Our dedication to excellence remains a cornerstone, making Viking Industrial Painting the trusted choice for all your industrial tank needs.

## SERVICES

### Cleaning & Inspection Tailored to Your Needs

Choose from *Visual*, *ROV*, *Drained*, and *Drone* inspections to suit your requirements. Our commitment to professionalism ensures thorough inspections and detailed reporting for your peace of mind. Let Viking handle your tank's cleaning and inspection needs.

### Expert Painting & Repair

With extensive experience and expertise, Viking is equipped to address all of your tank's painting and repair requirements. Our services include *Blast*, *Overcoat*, *Containment*, and various steel repair solutions, among others. Viking is your go-to solution for any project.

### Customized Maintenance Programs

Explore Viking's range of tank maintenance programs, from turnkey asset management to personalized service contracts. We design plans to safeguard your tank while aligning with your budget. Contact us today to begin crafting your tailored maintenance plan.



## TANK SPECIALTIES

- Maintenance Programs (Fixed-term or ongoing)
- Exterior Painting
- Interior Painting
- Lead Removal with Containment
- Steel Repairs
- Inspections (NACE Level 3)
- Drone Inspections
- Cleaning & Disinfection
- Mixing Systems
- Chemical Cleaning
- And more!



**PROPOSAL**

**TMI Coatings, Inc.**

3291 Terminal Drive, St. Paul, Minnesota 55121-1610 Phone: 651-452-6100 Fax: 651-452-0598

Painting & Restoration Contractors

Town of Silt  
Attn: Trey Fonner  
Public Works Director  
Town of Silt, CO  
Email: trey@townofsilt.org

NOTE: This proposal may be withdrawn by TMI if not accepted within 30 days.

Date: May 9, 2024  
Regarding: Sunrise Tank #2

Town of Silt Sunrise Tank #2 Restoration  
30' Diameter X 24' High  
240 East Vista Drive

TMI Coatings, Inc. (TMI) is a safety-conscious industrial painting and concrete coating contractor. We are a woman-owned small business, have been in business for over 38 years, and are certified by AMPP as a QP1 and QP2 contractor. The QP1 and QP2 qualifications are provided to contractors with proven experience, knowledge, and equipment to produce high-quality work within safety guidelines and health and environmental standards.

We propose the following scope of work:

1. Abrasive Blasting tank interior to an SSPC SP10 Near White Metal Blast
2. Apply one coat of Tnemec Series 91 H2O zinc primer to the entire tank interior per the manufacturer's recommendations.
3. Apply Tnemec Series 21 epoxy to the entire tank interior in accordance with the manufacturer's recommendations.
4. Replacement of one new 30" x 30" roof hatch
5. Replacement of interior tank ladder.

YOUR COST INCLUDING LABOR AND MATERIALS INSTALLED .....\$124,750

NOTES:

1. Bid is based on one job mobilization/demobilization.
2. No additional exterior work of any kind is included.
3. Performance and Payment bonds are not included in proposal pricing.
4. Electric service to be provided by the owner.
5. All debris generated by our work will be placed in owner-provided containers for disposal.

Thank you for the opportunity. If you have any questions about our bid, please call me at 651-452-6100.

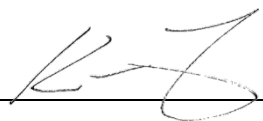
**ACCEPTANCE**

The undersigned hereby accepts TMI's proposal and authorizes TMI to furnish all materials and labor required to complete the work set forth in the proposal pursuant to the proposal terms and conditions set forth on the reverse side hereof, for which we agree to pay you the amount set forth in the proposal. If the proposal terms and conditions set forth on the reverse side hereof were not provided with transmission of TMI's proposal by facsimile, mail, or email, the undersigned agrees to request a copy of the proposal terms and conditions before signing below. The undersigned agrees to be bound by the proposal terms and conditions set forth on the reverse side hereof, regardless of whether the undersigned requested a copy or read them before signing below.

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

Respectfully,  
TMI Coatings, Inc.

By \_\_\_\_\_  
Title \_\_\_\_\_

By   
Title Kevin Fitch, Estimator/Project Manager

Customer: Sign and return copy. Retain the original for your files.

# TMI COATINGS, INC.

## TERMS AND CONDITIONS FOR PROPOSAL

### TMI COATINGS, INC. TERMS AND CONDITIONS FOR PROPOSAL

A. **CONDITIONS OF AGREEMENT.** Unless otherwise expressly provided in the proposal or contract to which these terms and conditions are a part, TMI Coatings, Inc. ("TMI") has based its proposal price upon the Owner furnishing at its expense the job conditions listed below. The required job conditions and Owner's responsibilities are as follows:

1. **TRANSPORTATION CONDITIONS.** There shall be direct access by truck to and upon a clear, well-drained site over an all-weather, hard surfaced road.
2. **LABOR CONDITIONS.** Working periods shall be eight hours per day and 40 hours per week under usual labor conditions, utilizing painters and general laborers without jurisdictional disputes between or hiring of operating engineers, electricians or teamsters. The job site shall be available to TMI for overtime work should TMI deem it necessary or desirable. TMI's price is based upon the ability to perform on an open shop basis.
3. **WORKING CONDITIONS.** There shall be safe and clean working conditions in compliance with federal, state and local safety, environmental and air pollution laws and ordinances. Unless specifically agreed otherwise in writing in this proposal, there shall be no interference with TMI of its work area by other trades and the Owner shall provide TMI reasonable access to the work area and reasonable setup and storage areas.
4. **HAZARDOUS MATERIALS AND SPECIFIED MATERIALS.** TMI assumes no risk of hazardous materials (which shall be deemed to include, without limitations, asbestos, PCBs, lead paint, heavy metal paint, petroleum products, radioactive materials, harmful fumes, other pollutants, and materials contaminated by any of these things) at the site unless otherwise stated within this proposal. TMI has not included additional costs associated with the presence of hazardous materials. Concerning soil conditions, TMI's bid is based on the assumption that if the soil analysis of heavy metal increases after and due to TMI's work beyond the current federal permissible level of 1,000 ppm, TMI's sole responsibility will be to scrape the topsoil and place it in Owner-provided dumpsters to be disposed of at Owner's cost. The Owner shall comply with all applicable federal, state and local governmental requirements relating to notification, monitoring, survey, evaluation, detection, remediation, removal and disposal of hazardous materials (hereinafter "Substance Requirements"). The Owner shall provide TMI with written evidence of compliance and results of all Substance Requirements. TMI may rely upon the Owner's representations and warranties regarding hazardous substances and Owner's compliance with Substance Requirements. TMI shall have no duty to identify, detect, evaluate, remediate, remove, or dispose of any hazardous materials. If TMI at any time has reason to believe that hazardous materials are present at the work site, TMI may demand that the Owner, at Owner's sole expense, perform appropriate evaluation and monitoring of suspected hazardous materials and provide written results to TMI. TMI shall have the right to remove its employees from the work site until such evaluation and results are made. If hazardous material is present, TMI shall receive an extension of time and an equitable adjustment in the contract price in its favor. All material and product specifications are those of the Owner, and TMI shall not be responsible for any consequences of the installation of specified materials or products. If no materials are specified and TMI selects materials for the work, TMI has no duty to investigate or test for compatibility of proposed materials with existing materials. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless TMI from any and all penalties, fines, actions, liabilities, damages and costs (including reasonable attorneys' fees and expert fees) arising from or relating to hazardous materials at the project site, use of specified materials or products, or work performed as requested by Owner or the enforcement of this paragraph. TMI shall not be responsible for any hazardous materials that may be stored or exist within the work of TMI, and the Owner hereby releases and discharges TMI from any and all claims, causes of action, suits, demands for arbitration, and liability (including claims for subrogation) relating to the actual, alleged, or threatened discharge, dispersal, release, or escape of hazardous materials during performance or at any time thereafter, however caused, or to hazardous materials at the project site or use of specified materials or products.
5. **SITE UTILITIES.** The Owner shall make available drinking water, sanitary facilities and water to be used by TMI pressure washers. The Owner shall make adequate electrical power (460 or 230 volt and 110 volt power) available within 100 feet of TMI's work area.
6. **HEAT CONDITIONS.** The Owner shall maintain heat at 60° F minimum temperature in any enclosed facilities in which TMI's work will be performed. At TMI's sole discretion, coatings in unenclosed area may not be applied at temperatures less than 60° F, nor in excessive humidity, nor in high wind unless stated otherwise within this proposal. TMI shall not be responsible for providing temporary heat to satisfactorily perform work.
7. **SURFACE PREPARATION AND CLEAN-UP CONDITIONS.** This proposal excludes surface preparation and coating of inaccessible and/or difficult to reach areas (i.e. back to back angles, top side beam flange, under equipment) unless otherwise specified herein. Prior to, during and after TMI's performance of TMI's work, the Owner, without delaying or interfering with TMI's work, shall (unless otherwise included in TMI's proposal):
  - a. Remove from all surfaces to be coated all contaminants such as oil, grease, soluble salts, chemicals, man-hole covers, pipes, cathodic systems, dirt and debris, together with internal and other obstructions which interfere with TMI's performance of its work.
  - b. Perform all grinding, welding or patch work on surfaces to be worked on by TMI including honeycombs, roughness, blow holes, etc., sufficient to prepare and maintain a smooth surface acceptable for coating in the sole opinion of TMI.
  - c. Provide dumpsters and disposal for TMI's project refuse, including sandblast abrasive.
  - d. The Owner must clean, sanitize and inspect the equipment, work area and areas near the work area prior to putting these areas back into service. TMI is not responsible for any contaminants, material, debris, tools, substance or other object not cleared or cleaned from the equipment, work area and areas near the work area.

8. **WORK AREA CONDITIONS.** The Owner assumes sole responsibility for loss, damage, or injury to property (including without limitation vessel internals, light gauge metal equipment, automobiles or mechanical equipment) caused by ordinary sandblasting, solvent, insulation or coating operation and further assumes responsibility for the removal (or if acceptable to TMI the covering and protection) of any property from the work area prior to TMI's commencement of work. Unless specifically stated in writing otherwise on this proposal, TMI's proposal is based upon open abrasive blasting without containment of dust and sandblast debris. Overspray will exist to some extent on nearby areas. It is impractical to cover or clean surrounding areas in industrial applications. Owner to be responsible for removal of obstructions and items not to be coated including coils, grating, antennas, etc. The Owner warrants that any concrete to be coated or treated shall be free of any materials or conditions (including, without limitation, moisture, curing agents, finishing, additives, and spalling) that may cause or contribute to failure of specified materials applied to it. TMI shall not be liable for any failure caused by or contributed to by the existence of such conditions and shall not be responsible for correcting such conditions unless specifically agreed to otherwise in writing. Unless specifically stated in writing otherwise on this proposal, TMI's proposal is based upon removal (to the extent specified on the proposal) of thin-film coatings of the generic type typically utilized for the service type of the structure. Additional costs for removal of thick-film coatings, coal tar epoxy, 100% solids epoxy, polyurethane or polyurea and other difficult to remove coatings will require additional compensation per Section D Price Adjustments. Owner warrants that existing coatings which will remain are compatible with materials to be applied by TMI and have adequate adhesion to adhere to the substrate upon application of subsequent coat(s) required by this proposal. The Owner shall be responsible for identifying, locating, and relocating pipelines and utilities, unless otherwise provided in this Agreement. The Owner shall remove all persons (other than employees of TMI or TMI's subcontractors), food products, and any other property sensitive to chemicals related to TMI's work or else shall otherwise fully protect all such persons, food products and property from chemicals related to TMI's work. The Owner is responsible for its employees and other persons that are on its premises where odorous and non-odorous chemicals are going to be applied. Such notice by the Owner shall be given to allow individuals that are chemically sensitive to leave the area prior to TMI applying such chemicals. Both TMI and the Owner agree that the parties expect that residual odors shall seep into adjacent areas. TMI is not liable for any damages, including injuries, death, or property damages caused by chemicals related to TMI's work used during installation. To the extent that the Owner fails to adhere to the above provisions, concerning the application by TMI of chemicals, and such failure by the Owner results in injuries or damages that subject TMI to claims of liability, to the fullest extent permitted by law, the Owner agrees to fully indemnify TMI for all expenditures incurred by TMI to defend against and/or settle such claims, including attorneys' fees, expert fees, costs, disbursements, and expenses.
9. **PROTECTION OF WORK.** The Owner shall protect and be responsible for protection of lining material, insulation, coating, and other work during application or installation through completion and after completion from fire and physical damage, including damage by other trades.
10. **SECONDARY DIKES.** Industry guidelines often require secondary dikes or similar protection to contain spilled or leaked chemicals and/or to prevent ground contamination at a potentially future date. It is the sole responsibility of the Owner to determine the desirability of such protection and, if necessary, to provide it prior to commencement of the work. In no event shall TMI incur liability to the Owner or any other party, on the theory of negligence or otherwise, for failing to advise or warn the Owner or any other party of the need or advisability of such protection, for failing to provide such protection, or for proceeding with the work in the absence of such protection.
11. **DESIGN.** The Owner is responsible for the design of the project. Without limitation, the Owner is responsible for determining whether capacities, including dike capacities, are adequate, whether the work will meet regulations, whether design of the project is adequate for rain or snow run-off, and whether there is proper drainage. The Owner is responsible both during and after performance for drainage, including drainage of precipitation, and for preventing "floating" of tanks. The Owner shall be responsible for slippery conditions of dike lining and for any injuries that result.
12. **INFORMATION.** The Owner shall provide TMI with all information relevant to the performance of TMI's work and shall designate a representative who shall be fully acquainted with the work to be performed and who has authority to give approvals on behalf of the Owner and can render decisions promptly and furnish information promptly. TMI is entitled to rely upon information provided by the Owner as being complete and accurate.

- B. **NOTIFICATION AND MOBILIZATION FOR COMMENCEMENT OF WORK.** The Owner shall give TMI at least 30 days advance written notification of the date upon which the Owner desires TMI to commence work. The Owner shall unload and store in a secure area materials that arrive at the job site before TMI workers. If the work is not ready to begin when TMI's crew arrives or delays occur once the work has started, the contract price will be equitably adjusted in TMI's favor in accordance with paragraph D below.

- C. **INSPECTION AND PERFORMANCE STANDARDS.** The following inspection standards will be used to judge the quality of TMI's work:
1. Sandblasting will be inspected using The Society for Protective Coatings (SSPC) Visual Standards for Abrasive Blast Cleaned Steel (VIS 1-89) photographic standard as the basis for accepting or rejecting sandblasting work. The Owner shall commence inspection immediately after TMI begins sandblasting using photographic SSPC VIS 1-89 standards. If the Owner fails to inspect sandblasting immediately after TMI begins, the Owner will be conclusively presumed to have waived inspection of surface preparation and the cost of any rework resulting from later inspection will be at the Owner's expense.
  2. Coatings inspection will be accomplished by the Owner as follows:
    - a. Color, gloss and texture will be inspected by the Owner immediately upon the start of final coat and any difference in interpretation shall be immediately resolved before further work proceeds. Failure or refusal of the Owner to inspect when TMI begins application of the final coat will constitute a waiver of the Owner's

right of rejection, and the Owner shall be conclusively presumed to have accepted the coating, color, gloss and texture and any other deficiencies which would have been discovered by a detailed inspection. Variations due to scaffold location and overspray are normal in the industry and will not be cause for rework.

- b. Film thickness application will be as specified in TMI's proposal and measurement of film thickness shall be performed as in SSPC-PA 2, Revision 11/1/82, using a magnetic gauge. The Owner shall compensate TMI for the cost of taking or repairing damages caused by test samples.
- c. Coatings will be air cured in accordance with manufacturer's specifications and the Owner will be responsible for venting any enclosed spaces, including tank interiors, for 7 days at 70° F to remove fumes. If a force heat cure is required to expedite completion, additional cost of forced cure shall be added to the contract price.
3. Insulation inspection shall be accomplished by the Owner as follows:
  - a. Prior to application of any insulation, Owner shall approve a sample panel for surface appearance, thickness, variation, and design adequacy. The sample shall be sprayed at the same ambient temperature at which the work is to be performed. If schedule delays cause a change in climate conditions after the sample is submitted, the Owner shall approve a new sample or make allowances for actual job site conditions of wind, humidity, and temperature.
  - b. Insulation thickness may vary but average thickness will not be less than minimum specified on the contract.
  - c. The Owner shall inspect insulation immediately after application begins each day and if no objections are raised then, insulation shall be deemed to have been accepted.
  - d. The maximum operating temperature for normal urethane foam is 190° F and the Owner shall raise or lower the temperature of the insulated tank as necessary from ambient to desired temperature over a minimum of a 48 hour period. TMI reserves the right to install "temp-tabs" at our discretion. Owner assumes responsibility for maintaining operating temperature and assumes all liability in the event the temperature limitations for the insulation used are exceeded.
  - e. An acceptable application is based on 90% adhesion of the urethane foam.
4. Coatings over foam are a commercial application, defined as appreciably pinhole-free. Substantially pinhole-free application is available at additional cost. Pinhole-free steel coatings depend on steel preparation, substrate grinding and other necessary preparation work other than sandblasting and is not included unless otherwise specified in TMI's proposal.
5. Damage caused by an inspection will be repaired at the Owner's expense as an "extra" to the contract amount.

D. **PRICE ADJUSTMENTS.** The contract price and schedule shall be equitably adjusted to compensate TMI for its additional costs (with reasonable markup) and delay incurred as a result of any of the following:

1. Any breach of contract by the Owner.
2. Concealed or unknown conditions encountered in the performance of the work at variance with the conditions indicated by the drawings, specifications, or Owner-furnished information or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
3. Events beyond the control of TMI, including without limitation, acts of God, earthquakes, floods, high winds, terrorism, vandalism, labor disputes, fire, unusual delay in deliveries, casualties, unusual weather, or changes in law and rules of government.
4. Any additional work ordered or requested by the Owner.
5. Unless otherwise specified in this proposal, TMI's bid includes only one mobilization/demobilization. In addition to the contract price and any other monies due TMI, TMI is entitled to collect a minimum of 10% of the total price of TMI's work on this project for each subsequent mobilization/demobilization if TMI is not permitted to complete all work in one mobilization/demobilization. The price adjustment shall include an increase for the following:
  - a. Labor and supervision payroll costs plus all applicable taxes, insurance and other fringe benefits.
  - b. Material costs at TMI's invoice cost for material, fuel, tax and freight, including costs for returned or damaged material and freight charges, less any returned credit allowed by the manufacturer.
  - c. Cost of equipment furnished to the job by TMI computed at Professional Coating Management, Inc.'s weekly rental rates.
  - d. Employee travel expenses between the job site and TMI's home office, along with related expenses, including hotels and meal costs.
  - e. Subcontractor costs.
  - f. Freight and transportation charges for equipment.
  - g. Insurance and bond costs.
  - h. Construction overhead charged as a percentage of direct labor in accordance with TMI's regular accounting practices.
  - i. Markup of 25% on all of the above changes and any other costs incurred by TMI.
  - j. Such other costs and damages as TMI may incur.

E. **ESCALATION.** Quoted prices are based on labor rates and material prices in effect as of date of the proposal. Material price or labor rate increases will be invoiced as they occur on the following basis:

1. For each 1% increase in average labor rate on the job, or fraction thereof, an additional sum of 0.7% of contract price will be invoiced.
2. Increases in material prices will be invoiced at actual cost plus a 25% markup. Upon request, TMI will furnish average labor rate and material prices as a basis for escalation.

F. **LIMITED WARRANTY.** For one year after installation, TMI warrants only to the original Owner that materials have been applied or installed as required by this contract. TMI will repair defective work of which TMI is notified in writing within a period of one year after application, provided the work has not been damaged by Owner or used for a purpose for which it was not intended. TMI is not responsible for conditions beyond its control including but not limited to hydrostatic pressure, vapor, moisture, frost, ice, groundwater, water and/or moisture pressure or emissions, capillary action, soil or slab stability, substrate cracking, the absence or presence or condition of vapor or moisture barriers and/or weather barriers, fork truck or other traffic damage, or use for which the work is not intended. Coatings are not considered a failure if concrete or old existing coatings are attached to the delaminated materials; this is considered a substrate failure. TMI SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OWNER AGREES THAT ITS SOLE REMEDY FOR DEFECTIVE WORK OR ANY DAMAGE RESULTING FROM SUCH DEFECT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF TMI, SHALL BE REPAIRED BY TMI. OWNER FURTHER AGREES THAT IN NO EVENT SHALL TMI BE LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR LOST REVENUES, LOSS OF REPUTATION, COSTS OF FINANCING, LOST BUSINESS, BUSINESS INTERRUPTION, DAMAGE TO THE STRUCTURE, DAMAGE TO OR LOSS OF CONTENTS, GROUND OR GROUNDWATER CONTAMINATION, DAMAGE RESULTING FROM SPILLAGE OR LEAKAGE, OR DAMAGE RESULTING FROM POLLUTION OR RELEASE OF HAZARDOUS MATERIALS. THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY TMI AND IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED. THIS WARRANTY RUNS BETWEEN TMI AND THE OWNER ONLY; IT IS NOT ASSIGNABLE OR TRANSFERABLE TO A SUCCESSOR, ASSIGN OR ANOTHER OWNER, AND ANY SUCH ASSIGNMENT IS VOID AND UNENFORCEABLE.

G. **PAYMENT TERMS.** TMI shall invoice the Owner monthly for labor and materials furnished during the preceding 30 days. Invoices shall be paid by the Owner within 30 days after submission. No retainage shall be withheld from payments unless otherwise stated in this proposal. Payment withheld by the Owner shall bear interest at the rate of 18% per annum from the due date or, if less, the maximum rate permitted by law.

H. **DISPUTES AND APPLICABLE LAW.** If the project locale is Minnesota, then any disputes between TMI and the Owner not required to be resolved in federal court shall be resolved in Dakota County, Minnesota. Unless prohibited by statute, this Agreement shall be interpreted and enforced in accordance with the laws of the State of Minnesota or applicable federal law without regard to conflicts of law principles. This Agreement will be deemed to have been made and entered into in the State of Minnesota for all purposes. If TMI elects to consult an attorney or take any type of legal action to enforce this Agreement or defend against Owner claims, TMI is entitled to recover all resulting attorney's fees, expert fees, disbursements, expenses, and arbitration and court costs from Owner.

I. **COMPLETE AGREEMENT AND MODIFICATIONS.** This document and other documents incorporated herein by reference constitute the complete, entire and integrated understanding of the parties and supersedes all prior and/or contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written amendment signed by both parties and may not be amended in any other manner. If any provision of this Agreement is determined to be unenforceable or invalid, that provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall be enforced with the same force and effect as if the severed portion had never been a part of this Agreement.

J. **TERMINATION.** In the event of default by the Owner or stoppage of work for a period of thirty days by direction of the Owner, or any other public authority having jurisdiction, TMI may terminate this Agreement without further written notice and the Owner shall pay to TMI all sums due under this Agreement together with TMI's anticipated profits and all other related damages, expenses, and legal fees.

K. **INSURANCE AND TAXES.** TMI shall maintain in force during performance of this Agreement Workers' Compensation Insurance and Public Liability Insurance as required by law. The Owner shall carry at its expense "all risk" Builder's Risk insurance upon the entire project site to the full insurable value thereof on a replacement cost basis. This insurance shall include the interests of the Owner, TMI, and TMI's subcontractors and suppliers, and shall insure against "all risks" of physical loss or damage caused by fire, extended coverage perils, flood, earthquake, theft, vandalism, malicious mischief, and other insurable perils. The Owner shall purchase and maintain such insurance as will insure itself, TMI and TMI's subcontractors and suppliers against loss of use of property due to fire and other hazards, however caused. The Owner and TMI waive all rights against each other and the contractors, subcontractors of any other, consultants, agents, and employees of any of them for damages caused by fire or other perils to the extent covered by the Builder's Risk insurance required to be obtained by the Owner by this Paragraph or other property insurance applicable to the work of TMI or the property of the Owner except such rights as the Owner and TMI have to the proceeds of such insurance. The policies of insurance shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance and whether or not the person or entity had an insurable interest in the property damaged. TMI shall pay all unemployment compensation taxes and social security taxes as may be required by law.



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

TMI Coatings, Inc.

3291 Terminal Drive  
St. Paul, MN 55121

### OWNER:

(Name, legal status and address)

Town of Silt  
P.O. Box 70  
Silt, CO 81652

**BOND AMOUNT: Five Percent of the Total Amount Bid (5%)**

### SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### PROJECT:

(Name, location or address, and Project number, if any)

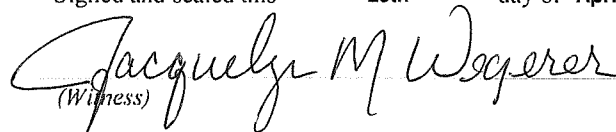
Sunrise Tank #2 Restoration Project 002A, Silt, CO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent to an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of April, 2024

  
(Witness)

TMI Coatings, Inc.

(Principal)

By: 

(Title) Tracy M. Gliori, President

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

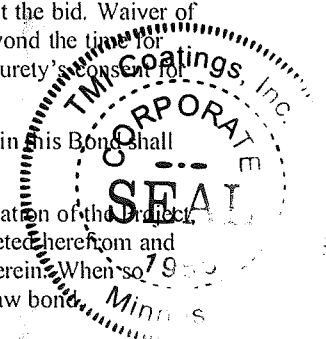
By: 

(Title) Joshua R. Loftis, Attorney-in-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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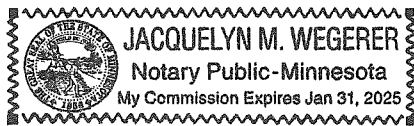
**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF Minnesota )

COUNTY OF Dakota )

On this 9th day of May, in the year 2024, before me personally appeared Tracy M. Gliori, **President** of TMI Coatings, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Jacquelyn M. Wegerer, Notary Public  
My Commission Expires: 01/31/2025

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Wisconsin )

COUNTY OF Polk )

On this 25th day of April, in the year 2024, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Rachel Thomas, Notary Public  
My Commission Expires: 06/21/2025

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER and MICHELLE MORRISON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 23RD day of FEBRUARY, 20 24

State of Illinois County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 23RD day of FEBRUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of April, 2024.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

TMI Coatings, Inc.

is an entity formed or registered under the law of Minnesota . has complied with all  
applicable requirements of this office, and is in good standing with this office. This entity has  
been assigned entity identification number 20101322705 .

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 07/24/2020 that have been posted, and by documents delivered to this office  
electronically through 07/28/2020 @ 09:38:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this  
official certificate at Denver, Colorado on 07/28/2020 @ 09:38:30 in accordance with applicable law.  
This certificate is assigned Confirmation Number 12493732 .



*Jena Griswold*

Secretary of State of the State of Colorado

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



PAINTING &  
RESTORATION  
CONTRACTORS

3291 Terminal Drive  
St. Paul, Minnesota 55121  
P: 651 452 6100 F: 651 452 0598

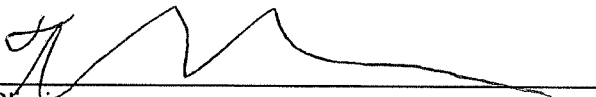
UNANIMOUS SHAREHOLDER'S AND DIRECTOR'S RESOLUTION  
OF  
TMI COATINGS, INC.

Tracy M. Gliori, the corporation's sole director, hereby adopts the following resolution for the corporation's operation.

The following persons are elected as officers of the corporation and have the authority to bind TMI Coatings, Inc. in signing bids, proposals, and contracts:

President Tracy Marie Gliori  
Secretary Jared Matthew Wiese

The above resolution was adopted on January 2, 2024.

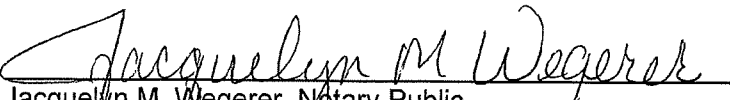
  
\_\_\_\_\_  
Tracy M. Gliori

STATE OF Minnesota

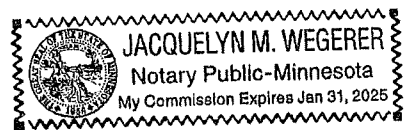
COUNTY OF Dakota

Tracy M. Gliori, being duly sworn, deposes and says that she is the  
President of TMI Coatings, Inc.

Subscribed and sworn to before me this 2nd day of January, 2024.

  
\_\_\_\_\_  
Jacquelyn M. Wegerer, Notary Public  
Dakota County

My commission expires January 31, 2025.



**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 28, 2024**

**AGENDA ITEM SUMMARY**

---

**SUBJECT:** Town Parks Discussion

**PROCEDURE:** Information Item

**RECOMMENDATION:** No Action

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** As you may be aware, the Parks, Recreation & Culture subcommittee met this past Wednesday evening to discuss a variety of park issues. Following the discussion, the committee directed staff to undertake the following:

1. Gateway Park – as this park does not have any traditional park structures, maintenance will be somewhat reduced to maintain the space as more of an “open space” concept vs. a true park.
2. Hairpin Park – as this park is landlocked, the committee directed staff to explore undertaking a land swap with the adjacent land owner that would attach the swapped territory to an existing tract of land adjacent to 16<sup>th</sup> Street. This would allow for a larger open space or could be ultimately developed into one or more residential lots. The general plan would be to swap the black hatched (existing Hairpin Park) for the red hatched area attaching the new area to the existing Town of Silt owned parcel on 16<sup>th</sup> Street.
3. Domelby Park – as this park does not have any dedicated parking or access, the park does not meet the overall definition of a public park. It was the decision of the committee to work with the Center Town Homes HOA to transfer maintenance of the park to the HOA, leaving the HOA to determine the highest and best use for the area.
4. Silt Cemetery – discussed the overall entrance and signage to the cemetery and was directed to move the identification sign closer to the road. A future new entrance to the Cemetery off of 4<sup>th</sup> Street was also discussed.
5. Parkland Dedication – a further discussion was had related to the existing Town Code addressing parkland dedication revolving around a certain threshold size



of accepting parkland dedication vs. the payment in lieu of. Staff was directed to develop a better matrix of when dedication would be accepted.

**ORIGINATED BY:** Parks, Recreation & Culture Subcommittee

**PRESENTED BY:** Jim Mann, Town Manager

**DOCUMENTS ATTACHED:**

**TOWN ATTORNEY REVIEW** [ ] YES [ ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

  
\_\_\_\_\_  
Jim Mann, Town Manager

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

## **MEMORANDUM**

TO: The Town of Silt Board of Trustees

FROM: Mark Chain, Planner *MC*

DATE: May 22, 2024

RE: LLCRFV Annexation  
Second Reading for Ordinance No. 3 – Series of 2024  
Annexing the Jurmu/LLCRFV Property

---

At the May 28 meeting you will have the second reading for the above ordinance. This provides for the annexation of the Jurmu Property of approximately 0.723 acres and will eventually allow it to be added to the LLCRFV (Church) Property. As this application is straightforward, I am not including the staff report, land use application and other documents. Please reach out the staff if you would like to see that material and we will get that to you as soon as possible.

The First Reading of the ordinance occurred on May 13. The Board approve this unanimously at first reading.

Staff will be happy to address any issues you wish to discuss at the meeting.



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

**AN ORDINANCE ANNEXING TO THE TOWN OF SILT, COLORADO  
CERTAIN REAL PROPERTY OWNED BY MATTHEW AND SUSAN  
JURMU AND LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD  
COUNTY, COLORADO, KNOWN AS THE LAESTADIAN LUTHERAN  
CHURCH ANNEXATION # 2.**

**WHEREAS**, on or about October 16, 2023 the Laestadian Lutheran Church of the Roaring Fork Valley and Matthew and Susan Jurmu (hereinafter referred to as "Petitioners") submitted an Annexation Application, a Petition for Annexation, and Affidavit of Circulator for that real property specifically described on Exhibit "A" attached hereto and known as the Laestadian Lutheran Church Annexation No. 2; or more generally known as the "Property"; and

**WHEREAS**, on or about November 8, 2023, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property, including a Lot Line Adjustment Plat which will be considered at a future time and held a public hearing to take citizen comment; and

**WHEREAS**, the Silt Planning and Zoning Commission held a second public hearing on January 9, 2024 and adopted Resolution 1, Series of 2024, to further review the proposed annexation, additional materials provided by the petitioners and members of the public; and

**WHEREAS**, pursuant to C.R.S. § 31-12-108, the Board of Trustees of the Town (the "Board"), by Resolution 12, Series of 2024, found Petitioner's annexation petition to be in substantial compliance with the requirements of Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended, and specified that the Board of Trustees would hold a hearing on the proposed annexation of the Property at its regular meeting on May 13, 2024; and

**WHEREAS**, pursuant to C.R.S. §31-12-108 to -110, on May 13, 2024, the Board held a duly noticed public hearing to consider the proposed annexation of the Property; and

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

**WHEREAS**, the Board, by Resolution No. 13, Series of 2024, set forth its Findings of Fact, Determinations and Conclusions with regard to annexation of the Property to the Town, which findings, determinations, and conclusions are incorporated herein by this reference.

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

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

Section I. The annexation to the Town of Silt of the real property described on **Exhibit A** is hereby approved, subject to the recording of this Ordinance and the Annexation Map with the Garfield County Clerk and Recorder, and such real property will thereby be annexed to and made a part of the Town of Silt, subject to the terms and conditions of that certain Annexation Agreement which is also hereby approved. If the Annexation Map, this Ordinance, and the Annexation Agreement are not recorded by May 12, 2025, the approval of the annexation shall expire.

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

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

**INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this 13<sup>th</sup> day of May, 2024, at 7:00 p.m. in the Municipal Building of the Town of Silt Colorado.**

**PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED, this 28<sup>th</sup> day of May, 2024.**

**TOWN OF SILT**

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

ATTEST:

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

**EXHIBIT A**

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 4 TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO BEING A PORTION OF LOT 2 WILLS SUBDIVISION EXEMPTION, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 13, 1998 AS RECEPTION NO. 528540; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 WILLS SUBDIVISION, WHENCE THE NORTHEAST CORNER SAID SECTION 4 BEARS N.16°53'03E. A DISTANCE OF 1382.21 FEET; THENCE S.00°37'54E. ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 315.00 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY S.89°23'49W ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 100.00 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY N.00°37'54W. A DISTANCE OF 315.00 FEET, TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 2; THENCE N.89°23'49E. ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD  
STATE OF COLORADO

SAID TRACT OF LAND CONTAINING 31,500 SQUARE FEET OR 0.723 ACRES, MORE OR LESS.

## **MEMORANDUM**

TO: The Town of Silt Board of Trustees

FROM: Mark Chain, Planner *MC*

DATE: May 22, 2024

RE: LLCRFV Annexation  
Second Reading for Ordinances No. 4 – Series of 2024  
Initial Zoning of Jurmu/LLCRFV Property

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At the May 28 meeting you will have the second reading for the above ordinance. This provides for the initial zoning of the annexation of the LLCRFV and its placement into the Towns Ag- Rural Zone District. As this application is straightforward, I am not including the staff report, land use application and other documents. Please reach out the staff if you would like to see that material and we will get that to you as soon as possible.

The Board adopted the First Reading of this ordinance at the May 13 meeting. It was adopted unanimously.

Staff will be happy to address any issues you wish to discuss at the meeting.

**TOWN OF SILT  
ORDINANCE NO. 4  
SERIES OF 2024**

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS AGRICULTURAL-RURAL (AG), A 0.723 ACRE TRACT OF LAND LOCATED WEST OF COUNTY ROAD 231 IN GARFIELD COUNTY KNOWN AS THE LAESTADIAN LUTHERAN CHURCH ANNEXATION # 2, WITHIN THE TOWN OF SILT, COLORADO**

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

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

**WHEREAS**, on May 13, 2024, the Board adopted Ordinance No. 3, Series of 2024, annexing the 0.723-acre parcel that is the subject of this ordinance, legally described in **Exhibit A** (the “Property”), pursuant to Section 31-12-106(1), C.R.S.; and

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

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

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

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

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

Section I. The Property shall be zoned as part of the Agricultural-Rural (AG) District as depicted on the zoning map attached as **Exhibit B**.

Section II. The Zoning Map of the Town of Silt Colorado is amended consistent with **Exhibit B** upon adoption of this ordinance.

**INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing**, this 13<sup>th</sup> day of May, 2024, at 7:00 p.m. in the Municipal Building of the Town of Silt Colorado.

**PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED**, this 28<sup>th</sup> day of May, 2024.

TOWN OF SILT

---

Mayor Keith B. Richel

ATTEST:

---

Town Clerk Sheila M. McIntyre, CMC

**EXHIBIT A**

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 4 TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO BEING A PORTION OF LOT 2 WILLS SUBDIVISION EXEMPTION, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 13, 1998 AS RECEPTION NO. 528540; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 WILLS SUBDIVISION, WHENCE THE NORTHEAST CORNER SAID SECTION 4 BEARS N.16°53'03E. A DISTANCE OF 1382.21 FEET; THENCE S.00°37'54E. ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 315.00 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY S.89°23'49W ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 100.00 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY N.00°37'54W. A DISTANCE OF 315.00 FEET, TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 2; THENCE N.89°23'49E. ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD  
STATE OF COLORADO

SAID TRACT OF LAND CONTAINING 31,500 SQUARE FEET OR 0.723 ACRES, MORE OR LESS.



**EXHIBIT B**

[Updated Zoning Map]

Glenwood Springs – Main Office  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Aspen  
0133 Prospector Road  
Suite 4102J  
Aspen, CO 81611

Montrose  
1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

Lawrence M. Bond  
*Attorney*

[lmb@mountainlawfirm.com](mailto:lmb@mountainlawfirm.com)

Office: 970.945.2261

Fax: 970.945.7336

*\*Direct Mail to Glenwood Springs*

## MEMORANDUM

DATE: May 23, 2024  
TO: Board of Trustees of the Town of Silt  
FROM: Karp Neu Hanlon PC  
RE: Annexation and Development Agreement for the Laestadian Church

---

For the Board of Trustee's review is an Annexation and Development Agreement (ADA) for the annexation of a parcel of land to be used by the Laestadian Church. The ADA provides for a written contract between the Town and the Laestadian Church, in order to accomplish two objectives for the Town: 1) to require the Church to go through the Site Plan Review process for any future development, and 2) to provide that within 90 days of the Annexation, the Church shall provide the Town with evidence that a portion of the Jurmu water rights were reapportioned by the Silt Water Conservancy District to the Church for the benefit of the Property.

The remainder of the ADA sets forth the obligations of the parties for annexation and other requirements that are beneficial for the Town if issues arise, such as outlining the procedure for de-annexation, fees, conditions for the property, zoning, and Town remedies for breach. The ADA should be executed by both parties and recorded.

## **MEMORANDUM**

TO: The Town of Silt Board of Trustees

FROM: Mark Chain, Planner *MC*

DATE: May 22, 2024

RE: LLCRFV Annexation  
Adoption of Resolution No.22- Series of 2024  
Approving the annexation and Development Agreement

---

With this Resolution, you will be providing for the adoption of the Annexation and Development Agreement for the Jurmu/LLCRFV property. This resolution was not provided to you at the May 13 meeting. We did discuss the need for an Annexation and Development Agreement. As we discussed at the May 13 meeting, the Agreement addresses water rights and the requirement for a Site Plan Review according the town code for any expansion of the facility. Finally, the agreement addresses some issues with compliance of the original Landscape Plan that was provided as part of the 2012 Annexation for the Church Property. Staff and the Contract Engineer discovered these items during a review of the background documents and a site inspection of the. These items were also discussed with applicant/owner's representative and their engineer. They revolve around completing the original Landscape Plan and dealing with some nonconforming items. They are resolved to Staff satisfaction.

Staff will be happy to address any issues you wish to discuss at the meeting or can explain the agreement in more detail.

**TOWN OF SILT  
RESOLUTION NO. 22  
SERIES OF 2024**

**A RESOLUTION OF THE TOWN OF SILT APPROVING THE  
ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE  
LAESTADIAN LUTHERAN CHURCH ANNEXATION # 2, WITHIN THE  
TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

**WHEREAS**, the Local Government Land Use Control Enabling Act of 1974, § 29-20-101, et seq., C.R.S.; §31-12-101, et seq., C.R.S.; and other applicable laws grant broad authority to the Town of Silt, Colorado ("Town") to plan for and regulate the development and use of land on the basis of the impact thereof on the community and surrounding area; and

**WHEREAS**, on or about October 16, 2023 the Laestadian Lutheran Church of the Roaring Fork Valley and Matthew and Susan Jurmu (the "Petitioners") submitted an Annexation Application, a Petition for Annexation, and Affidavit of Circulator for that real property specifically described on Exhibit "A" attached hereto and known as the Laestadian Lutheran Church Annexation No. 2; and

**WHEREAS**, on or about May 28, 2024, the Town Board of Trustees (the "Board") of the Town of Silt, Colorado (the "Town"), approved Ordinance No. 3, Series of 2024, approving the Laestadian Lutheran Church Annexation # 2 to annex to the Town that real property specifically described **on Exhibit "A"** attached hereto, and incorporated herein by reference (hereinafter the "Annexation Parcel"); and

**WHEREAS**, on or about May 28, 2024, the Board approved the Initial Zoning for the Annexation Parcel which is Agricultural – Rural Zone District; and

**WHEREAS**, the Town and the Petitioners entered into an Annexation and Development Agreement (the "ADA") to set forth the terms and conditions of the annexation of the Annexation Parcel to the Town; and

**WHEREAS**, on or about May 28, 2024, the Board approved the ADA for the Annexation Parcel.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT** the Annexation and Development Agreement for the Laestadian Lutheran Church Annexation #2 is hereby approved and attached hereto as **Exhibit B**.

THIS RESOLUTION was introduced, read, passed, and adopted by the Silt Board of Trustees at a regular meeting held this 28<sup>th</sup> day of May, 2024.

TOWN OF SILT

ATTEST:

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

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

## **EXHIBIT A**

### LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 4 TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO BEING A PORTION OF LOT 2 WILLS SUBDIVISION EXEMPTION, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 13, 1998 AS RECEPTION NO. 528540; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 WILLS SUBDIVISION, WHENCE THE NORTHEAST CORNER SAID SECTION 4 BEARS N.16°53'03E. A DISTANCE OF 1382.21 FEET; THENCE S.00°37'54E. ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 315.00 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY S.89°23'49W ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 100.00 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY N.00°37'54W. A DISTANCE OF 315.00 FEET, TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 2; THENCE N.89°23'49E. ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD  
STATE OF COLORADO

SAID TRACT OF LAND CONTAINING 31,500 SQUARE FEET OR 0.723 ACRES, MORE OR LESS.

**EXHIBIT B**

LAESTADIAN LUTHERAN CHURCH OF THE ROARING FORK VALLEY ANNEXATION  
AND DEVELOPMENT AGREEMENT

**LAESTADIAN LUTHERAN CHURCH OF THE ROARING FORK VALLEY  
ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the TOWN OF SILT, COLORADO, a Colorado municipal corporation (hereinafter the "Town"), and LAESTADIAN LUTHERAN CHURCH OF THE ROARING FORK VALLEY ("Owner").

W I T N E S S E T H:

WHEREAS, Owner filed with the Town Clerk of the Town of Silt, Colorado, a petition and request that the Town Board commence proceedings to annex to the Town of Silt a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Laestadian Lutheran Church Annexation #2, described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Silt Town Board held a duly noticed public hearings annexing the Property on May 13, 2024 and May 28, 2024, by Ordinance No. 3, Series of 2024, approving the Annexation for Laestadian Lutheran Church Annexation #2 on first reading, for approximately 51 acres of land, and by Ordinance No. 4, Series of 2024, zoned the Property Agricultural-Rural (AG) Zone District; and

WHEREAS, Owner intends to incorporate the Property into the existing Laestadian Church parcel for development and use as an undeveloped portion of the church property; and

WHEREAS, the Town and Owner desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the Town.

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

1. Purpose. The purpose of this document as an annexation agreement is to set forth the terms and conditions of the annexation of the Property. Moreover, the parties agree and acknowledge that it is their intent that this Agreement shall be enforceable as an annexation agreement, and that Owner waives any objection to the enforcement of this document as a contractual obligation consistent with annexation agreements. Thus, this Agreement is intended to provide a contractual relationship between the Town and Owner to ensure compliance with all requirements contained herein. All conditions herein are in addition to any and all requirements of the Municipal Code of the Town of Silt (hereinafter "Town Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. 831-12-101 et seq., and other applicable laws.

1.2. Project Name. The name of the project to be developed on the Property is Laestadian Church Annexation #2.



1.3. Annexation Affirmed. The parties affirm the effect of Town of Silt Ordinance Nos. 3 and 4, Series 2024, that annexed the Property to the Town of Silt and zoned the property as Agricultural-Rural (AG).

1.4. De-Annexation. The provisions of this Agreement, as well as acceptable Town zoning of the Property, are material considerations of Owner's agreement to annex the Property to the Town. Therefore, in the event that (a) the Town fails to perform under the terms of this Agreement; or (b) Owner is unable to obtain, either before or after annexation proceedings are complete, zoning approval or lot line adjustment approval, which Owner, in its sole discretion, finds acceptable, Owner and the Town stipulate and agree, pursuant to C.R.S. §31-12-501, that it shall be in the best interest of the Town that the Property be de-annexed from the Town. In such event, the Town agrees to enact an ordinance effecting, and to take all other steps necessary to effect, the de-annexation. The Town further acknowledges and agrees that de-annexation is not prohibited by the Town Code and ordinances, and that the Town will not amend its ordinances to preclude a de-annexation permitted hereunder. If the Property is de-annexed, all land dedicated or otherwise conveyed to the Town prior to de-annexation shall remain within the Town limits and shall remain Town property, unless the Town shall re-convey such property to the Owner by written instrument. Conversely, if the lot line adjustment to incorporate this Property into the existing Laestadian Church Property does not occur as contemplated in this Agreement, and the Town finds that de-annexation is in the Town's best interest, then the Owner shall not object to the Town's processing of a de-annexation ordinance for the property, provided that the lot line adjustment has not been effectuated.

2. Development Proposal. On January 9, 2024, the Planning & Zoning Commission, recommended Agricultural-Rural (AG) zoning for the Property, subject to conditions stated in the Planning Department's staff report as amended during the Town Board's review of the Annexation, which conditions are incorporated herein by this reference.

3. Fees and Dedications. Owner agrees to pay to the Town the fees in the amounts and times set forth below:

a. Processing Fees. All fees and costs hereto incurred by the Town, including but not limited to engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and subdivision review of the Property by the Town, including recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the Town shall be paid by Owner. Interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

b. Water Rights Dedication Fees. Owner shall comply with the water rights dedication requirements under Silt Municipal Code Section 16.181.010, et. seq, as

it may be amended. See paragraph 4.c below for details.

c. Cost Recovery. Owner may be required to pay to third parties certain cost recovery to connect to existing water and sewer infrastructure. Because the exact number of EQRs of service to the Property will not be known until Site Plan Review, cost recovery for water and sewer connections shall not be due until issuance by the Town of a building permit.

d. Other Fees. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements and fees concerning annexation, development and off-site impacts (including, but not limited to, traffic impacts) contained in the Municipal Code of the Town of Silt (hereinafter "Town Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. §31-12-101 et seq., and other applicable laws. The Town may adopt, without limitation, future impact fees, surcharges, special permit fees, special taxes or assessments, development fees, and/or tap fees, so long as such fees and taxes are exacted uniformly and non-discriminately on the Property as exacted throughout the Town, Notwithstanding the foregoing, nothing herein affects or shall affect the Town's ability to exact impact fees for different facilities from certain residents or as to certain geographical areas.

4. General Conditions for the Property.

a. Annexation Impact Mitigation. Owner agrees to fully mitigate the impacts of the development of the Property. As part of consideration of annexation of the Property and prior to Site Plan Review, the parties will analyze the anticipated impacts of any future development by and through the Site Plan Review process.

b. Site Plan Review Agreement. Owner agrees to go through the Site Plan Review process as a condition of any future development of the Property, in the process then in use by the Town and as contained in the municipal code. Owner is required to receive Site Plan review by the Planning Commission and Site Plan approval by the Board of Trustees, regardless of whether the Town Code would otherwise require Site Plan review for any future development of the Property and prior to issuance of any building permit, including any parking improvements or any and all other development. For each Site Plan required, Owner shall submit a Site Plan that complies with the requirements of Silt Municipal Code Sec. 17.42.055.

c. Water Rights to the Property. Prior to the Annexation, the Property was owned by Matthew and Susan Jurmu ("Jurmu"), as agricultural land in unincorporated Garfield County, which Property had certain water rights. Within 90 days after the approval of the Annexation of the Property, the Owner shall provide the Town with evidence that a portion of the Jurmu water rights were reapportioned by the Silt Water Conservancy District to the Owner for the benefit of the Property. The Owner will, therefore, continue to use Silt Project Water for irrigation of the Property and Owner shall construct a raw water irrigation system

for the Property.

Further, the Town shall be entitled to review the evidence provided by Owner in order to confirm that it represents an accurate allocation of the water for the Property. Upon compliance with the following, Owner shall be deemed to have complied with the Town's Water Rights Dedication Ordinance for all raw water irrigation for the Property.

d. Noxious Weed Control/Maintenance. Owner agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds on all parcels within the Property as required by the Silt Municipal Code and maintain the Property.

e. Landscaping. Owner agrees to maintain the Property in a neat and orderly manner. Owner shall regularly remove trash from the Property, conduct appropriate weed maintenance activities, and mow grass or brush areas at least once per year. Owner did not complete landscape plan based upon the original annexation and 2012 site and landscape plan. In addition, landscape islands in the parking area were modified and instead of landscaping material, rocks and boulders were utilized. Owner shall complete original landscape plan and reclaim parking landscape islands within six months of recordation of this Annexation Agreement. Owner also added additional gravel parking. This additional gravel parking can be reviewed and updated with any new site and landscape plan. Finally, upon submitting a site-specific development for any expansion as noted elsewhere in this Agreement, Owner shall submit a landscaping plan in conformance with the Code for the Town's review and approval.

5. Zoning. Owner hereby consents to zoning for the Property as set forth in Ordinance No. 4, Series of 2024 zoning the Property Agricultural-Rural (AG) District.

6. Breach by Owner; Town Remedies. In the event of a breach of any of the terms and conditions of this Agreement by Owner, the Town may take any action necessary or appropriate, including:

- a. The refusal to issue any building permit or Certificate of Occupancy to Owner; provided, however, that this remedy shall not be available to the Town until after the affidavit described in subparagraph b., below, has been recorded; provided further this remedy shall not be available against a bona fide third party.
- b. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by Owner. At the next regularly scheduled Town Board meeting, the Town Board shall either approve the filing of said affidavit or direct the Town Administrator to file a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold until the default has been cured; an affidavit

signed by the Town Administrator or his designee and approved by the Town Board stating that the default has been cured shall remove this restriction;

- c. A demand that any security given for completion of the public improvements be paid or honored;
- d. The refusal to allow further development review for the Property; or
- e. Any other remedy available in equity or at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town, the Town shall provide Owner ten (10) days written notice of its intent to take any action under this paragraph, during which 10-day period Owner may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless and until an affidavit as described in subparagraph b., above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder.

7. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the Town to impose conditions on Owner as set forth herein or over the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

8. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

9. Modifications. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties.

10. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Silt Municipal Code and ordinances and the laws of the State of Colorado, and that Owner, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.

11. Indemnity.

- a. To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Town and the Town's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the

annexation, any approval given during development review of the Property or, except to the extent of any actual negligence on the part of the Town, its agents, and employees, in connection with any road enlargement, extension, realignment, improvement, or maintenance, or approval thereof, or any operation, maintenance, repair or replacement of the raw water irrigation and sprinkler system within the Property, or any other item contained in this Agreement.

- b. Owner shall reimburse the Town at the Town's direction for all legal fees, expenses, and costs incurred in any action brought against the Town as a result of the Town's approval of this annexation, and shall reimburse the Town for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the Town to take any position, stand, or proceed with any action or referendum position other than as the Town Board, in its sole discretion, decides.

12. Voluntary Agreement. Owner agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis, as a condition of annexation to the Town. Owner agrees that the payment of all fees required under this Agreement is a condition of annexation and, therefore all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on Owner as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all successors in interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

13. Owner Representations. All representations of Owner reflected in the minutes of any Planning & Zoning Commission or Town Board meeting as set forth in the annexation and zoning applications, as amended, and all documents subsequently submitted with reference thereto, shall be considered incorporated into this Agreement as if set forth in full herein.

14. Attorney Fees; Survival. Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees. All rights concerning remedies and/or attorney's fees shall survive any termination of this Agreement.

15. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Party by notice so given may change the address to which future notices shall be sent.

Notice to the Town:                   Town of Silt  
  231 N. 7<sup>th</sup> Street  
  Silt, Colorado 81652

With copy to:                           Karp Neu Hanlon, P.C.  
  P. O. Drawer 2030  
  Glenwood Springs, Colorado 81602

Notice to Owner:                       Laestadian Lutheran Church of the Roaring  
  Fork Valley  
  268 Fox Run Road  
  Rifle, CO 81650

16.    Title Policy. Whenever there appears a requirement to dedicate land to the Town, Owner shall provide a title policy which shall indicate that the property is free and clear of all encumbrances, except severed mineral rights, whatsoever which would impair the use of the property as proposed in this Agreement or in any further document. Further, said title policy shall show that the property to be dedicated to the Town is free and clear of all encumbrances which would make said dedications unacceptable to the Town as the Town, in its sole discretion, determines. Should such title policy reflect encumbrances which may impair the use of the property as proposed or which would make the public dedications unacceptable, the Town shall notify Owner, who shall have sixty (60) days to cure or otherwise remove said encumbrances to the satisfaction of the Town Attorney. If said encumbrances are not cured or removed, the Town may take whatever action or seek whatever remedies it deems advisable, including without limitation disconnection from the Town or withholding of any development review approval.

17.    Terms and Conditions as Consideration for Annexation. Owner acknowledges that the Town is under no obligation to annex any property into the Town of Silt Town limits, and thus the Town of Silt's decision to annex Owner's property is at the Town's sole discretion. In consideration for the Town's agreement to annex, Owner agrees to be bound by all of the terms and conditions of such annexation contained herein, including its agreement to mitigate the impacts associated with the development of the Property, and further acknowledges that such conditions are a necessary condition of the Town's decision to annex the Property into the Town of Silt municipal limits. Owner further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of Owner and that Owner has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

18.    Expenses. In connection with the Town's review and approval of this Agreement, Owner shall pay the amount of any expenses incurred by the Town upon thirty (30) days written notice by the Town specifying said expenses. In addition, Owner shall pay all reasonable costs incurred by the Town for fees and expenses of outside consultants in connection with the implementation of this Agreement, including, but not limited to, document and planning reviews, advice and assistance to the Board or administration or any agency of the Town, election matters and other issues after approval of this Agreement by the Board. Outside consultants shall include but not necessarily be limited to Town staff, attorneys, engineers and planners. Owner shall also timely pay to the Town all appropriate standard processing, application and permit fees of general

applicability charged by the Town pursuant to the Town Code in connection with Owner's development of the Property, including, without limitation, the Town's standard processing or other fees for preliminary plat and final plat approvals, building permits and the like. In addition to the foregoing, Owner agrees to reimburse the Town for any expense incurred in connection with an election or ballot issue concerning the Property.

19. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

20. Findings. The Town hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare, and that the provisions of this Agreement are consistent with the Comprehensive Plan.

21. Captions. The captions in this Agreement are inserted only for convenience and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

22. Invalid Provisions. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

23. Authority. Each person signing this Agreement represents and warrants that he, she, or they is/are fully authorized to enter into and execute this Agreement, and to bind the party represented to the terms and conditions hereof.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF SILT, COLORADO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk





**EXHIBIT A**

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 4 TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO BEING A PORTION OF LOT 2 WILLS SUBDIVISION EXEMPTION, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 13, 1998 AS RECEPTION NO. 528540; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

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COUNTY OF GARFIELD  
STATE OF COLORADO

SAID TRACT OF LAND CONTAINING 31,500 SQUARE FEET OR 0.723 ACRES, MORE OR LESS.

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
May 28, 2024**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Establishment of Special Purpose Committee: Strategic Planning and Town Code Committee

**PROCEDURE:** Action item

**RECOMMENDATION:** Establish Committee and Appoint Members

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** As was discussed in this evening's Work Session, there are a variety of upcoming initiatives that will require alteration to the Town's Code, some of which will require additional planning efforts. To alleviate some of the burden on the entire Town Board, it is suggested that the Town create a sub-committee to address these items prior to formal discussion and action by the Town Board. The initial charter for the committee would be to address the following, not necessarily in the order they appear:

1. Modifications to the Town Code
  - a. Housing
  - b. Subdivision
  - c. Miscellaneous
2. Comprehensive Plan
3. Financial Management Plan/Capital Improvement Plan

**FUNDING SOURCE:** N/A

**ORIGINATED BY:**

**PRESENTED BY:** James Mann, Town Manager

**DOCUMENTS ATTACHED:**

**TOWN ATTORNEY REVIEW** [ ] YES [ ] NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

  
\_\_\_\_\_  
Jim Mann, Town Manager

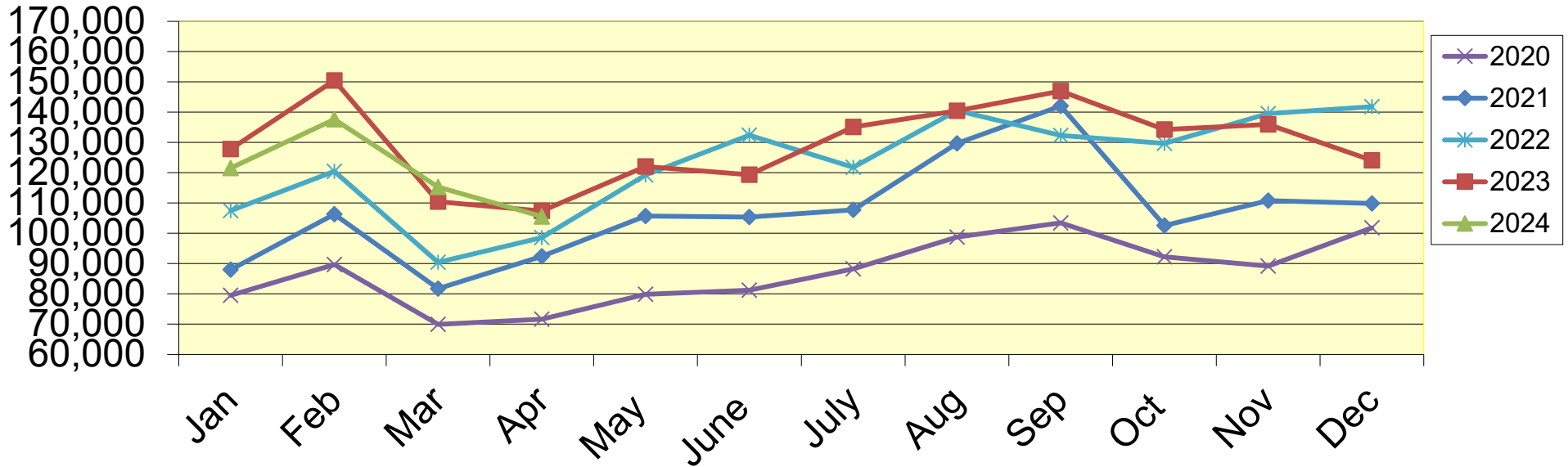
  
\_\_\_\_\_  
Sheila M. McIntyre, Town Clerk

# Town of Silt

## Month Town Received Funds

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
2020	79,495	89,702	69,937	71,613	79,900	81,218	88,277	98,766	103,464	92,270	89,183	101,808	1,045,633
2021	87,992	106,303	81,733	92,390	105,699	105,337	107,768	129,723	142,057	102,590	110,788	109,873	1,282,253
2022	107,452	120,470	90,424	98,562	119,243	132,384	121,773	140,529	132,355	129,730	139,522	141,817	1,474,261
2023	127,798	150,495	110,482	107,367	122,093	119,347	135,129	140,497	146,970	134,306	135,967	124,096	1,554,547
2024	121,524	137,628	115,282	105,563									479,997

## Sales Tax Collected 2019-2023



Y-T-D	Total	increase/ decrease	%
239,134	2020	1,045,633	20
276,028	2021	1,282,253	22.63
318,346	2022	1,474,261	14.9
388,775	2023	1,554,547	5.5
374,434	2024	479,997	-3.8

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

# Town of Silt      Monthly Financial / Cash Flow Report

April 2024 (33% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Current Fund Balance
General Fund	1,504,690	5,909,498	25.5%	1,362,274	7,890,370	17.3%	142,416	6,136,676
Conservation Trust Fund	13,826	51,800	26.7%	26,848	30,000	89.5%	-13,022	132,490
Water & Wastewater Fund	3,123,392	23,184,915	13.5%	1,222,389	22,667,508	5.4%	1,901,003	3,310,147
Irrigation Fund	107,858	333,000	32.4%	141,036	417,426	33.8%	-33,178	361,654
Victim Assistance Fund	4,540	11,000	41.3%	10,000	15,300	65.4%	-5,460	34,981
Beautification Fund	21,327	150,040	14.2%	9,609	130,000	7.4%	11,718	340,743
Park Impact Fund	18,139	66,050	27.5%	0	0	-	18,139	208,938
Construction Impact Fund	11,004	35,000	31.4%	8,088	10,000	80.9%	2,916	44,567
Silt Housing Authority	100,179	308,400	32.5%	99,695	409,400	24.4%	484	273,695
Economic Devel. Revolving	9,508	22,000	43.2%	160	16,288	1.0%	9,348	65,675
<b>Total</b>	<b>4,914,463</b>	<b>30,071,703</b>		<b>2,880,099</b>	<b>31,586,292</b>		<b>2,034,364</b>	<b>10,909,566</b>
	YTD Revenue	% of Budget						
Sales Tax	479,997	34.3%						
Use Tax	163,839	41.0%						
	YTD Revenue	% of Budget						
Trash Service Fees	158,594	35.2%						
Water Service Fees	650,731	44.3%						
Wastewater Service Fees	432,507	35.2%						
Irrigation Fees	92,234	34.2%						

# Town of Silt Finance Report

Month: April 2024 (33% of year has elapsed)

## General Fund

Revenue	\$ 1,504,690	25.5%
Expenditures	\$ 1,362,274	17.3%

## General Fund Revenue

Sales Tax:	\$ 479,997	34.3%
Use Tax:	\$ 163,839	41.0%

## Funds Report

### Water/Wastewater:

Revenue	\$ 3,123,392	13.5%
Expense	\$ 1,222,389	5.4%

### Irrigation:

Revenue	\$ 107,858	32.4%
Expense	\$ 141,036	33.8%

### Silt Housing Authority:

Revenue	\$ 100,179	32.5%
Expense	\$ 99,695	24.4%

## Investments

Cash:	9,807,127
Checking:	655,223 ANB
Money Market:	2,097,026 ANB
CSafe 01	549,620 CSafe
CSafe 02	4,838,610 CSafe
Csafe 03	649,543 CSafe
ColoTrust Gen Fund	39,275 ColoTrust
ColoTrust W/WW	883,455 ColoTrust
ColoTrust Housing	129,136 ColoTrust
Utilities Cash Clearing:	(6,100)
A/R Cash Clearing	3,500
Court Cash Clearing	(5,470)
Returned Check Clearing:	308
W/WW Reserved Cash:	(27,000)



Date: May 28, 2024  
To: Mayor Richel & Board of Trustees  
From: Jim Mann, Town Manager  
Subject: Staff Report

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**Activities and initiatives:**

**Open Board Position:** As of the writing of this, I do not believe we have had any individual express interest in the open board position. I'm hoping that you are talking with your neighbors to help us find a replacement for Trustee Flores.

**Family Dollar/Dollar Tree:** While they are getting closer, the building remains red tagged as we clean up the final remaining items. However, we believe we are close to being able to provide a certificate of occupancy, provided they provide a bond for a few remaining items.

**CML District 11 Meeting:** Trustee Poston, Clerk McIntyre, and myself attended the CML District 11 meeting this past Wednesday. It was a good networking opportunity in the Palisade Historic Old Gymnasium. It gave us a glimpse of what may be if we can work with the School District to obtain use of the Roy Moore property. CML staff also gave us an update related to the recently ended legislative session and what may be coming on the November ballot. Probably the biggest item will be the State's continued meddling with property taxes.

**Colorado River Wildfire Collaboration:** Continuing to work with the group on what the overall goals of the collaboration are. The group is moving towards hiring a coordinator, however, until such time as I have a clearer understanding of the collaboration, it is hard for me to give you better information.

**Mountain Waste & Recycling:** Met with representatives from Mountain Waste & Recycling to discuss how service was going and what we will likely expect for a service cost increase for 2025, which is likely to be in the 4% range. A formal presentation will be scheduled with the Board at a future date, where representative from Mountain Waste & Recycling will be in attendance.



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May 9, 2024  
Use

News You Can

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### Qualifications:

- Minimum 18 years of age;
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- All other requirements as stated in the Silt Municipal Code and Home Rule Charter

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## Maintaining Rights-of-Way



It's that time of year again! As the days .... and the grass get longer, it is imperative for all owners, tenants, occupants, developers and users of every lot and tract of land within the town to keep up with the maintenance not only in their yard, but the rights-of-way as well. Please see the Silt Municipal Code in relation to this subject below:

#### **8.04.030 - Maintenance by landowners and users**

All owners, tenants, occupants, developers and users of every lot and tract of land within the town shall keep and maintain such lot and tract of land, together with the alleys and/or rights-of-way behind and the sidewalk and/or right-of-way areas in front and to the sides of such property considered right-of-way, free and clear at all times of any and all weeds, brush, trash, junk and rubbish of all kinds. All noxious weeds shall be managed in a manner to prevent seed formation.

The Town will remove weeds if the property owner fails to do so (SMC 08.04.080) and will charge for equipment time, labor, and administrative costs (SMC 8.04.090). Failure to comply with this code could also result in a summons into court for non-compliance.

We ask this of our residents to maintain a healthy environment, keep the Town attractive to our residents and visitors, and to enhance property values.

## **Mantenimiento de los derechos de paso**

¡Es esa época del año otra vez! Como los días.... Y el césped se hace más largo, es imperativo que todos los propietarios, inquilinos, ocupantes, desarrolladores y usuarios de cada lote y extensión de tierra dentro de la ciudad se mantengan al día con el mantenimiento no en su patio, sino también en los derechos de paso. Consulte el Código Municipal de Limo en relación con este tema a continuación:



solo

#### **8.04.030 - Mantenimiento por parte de propietarios y usuarios**

Todos los propietarios, inquilinos, ocupantes, desarrolladores y usuarios de cada lote y extensión de tierra dentro de la ciudad deberán mantener y mantener dicho lote y extensión de tierra, junto con los callejones y / o derechos de paso detrás y las aceras y / o áreas de derecho de paso frente y a los lados de dicha propiedad considerada derecho de paso, libres y libres en todo momento de todas y cada una de las malezas, maleza, basura, trastos y desperdicios de todo tipo. Todas las malezas nocivas se manejarán de manera que se evite la formación de semillas.

El Municipio eliminará las malas hierbas si el dueño de la propiedad no lo hace (SMC 08.04.080) y cobrará por el tiempo del equipo, la mano de obra y los costos administrativos (SMC 8.04.090). El incumplimiento de este código también podría



dar lugar a una citación ante el tribunal por incumplimiento.

Les pedimos esto a nuestros residentes para mantener un ambiente saludable, mantener la ciudad atractiva para nuestros residentes y visitantes, y mejorar el valor de las propiedades.

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## **Silt Happenings:**

### **Silt Public Works: Spring Projects**

You may have seen members of the Town of Silt Public Works Department hard at work with improvements around town.

The Silt River Preserve is undergoing a remarkable transformation, with the recent installation of a charming set of swings and the ongoing construction of an additional set. The preserve now boasts a newly built bridge and an observation deck, offering panoramic views of the stunning Colorado River Valley. These latest additions, including the observation deck and the swings, are anticipated to be fully operational and open to the public by the end of May 2024, further enhancing the area's natural beauty and recreational appeal. (pictures below!)

## **Sucesos de limo:**

### **Obras Públicas de Limo: Proyectos de Primavera**


Es posible que haya visto a los miembros del Departamento de Obras Públicas de la ciudad de Silt trabajando arduamente con mejoras en toda la ciudad.

La Reserva del Río Limo está experimentando una notable transformación, con la reciente instalación de un encantador conjunto de columpios y la construcción en curso de un conjunto adicional. La reserva ahora cuenta con un puente de nueva construcción y una plataforma de observación, que ofrece vistas panorámicas del impresionante valle del río Colorado. Se prevé que estas últimas incorporaciones, incluida la plataforma de observación y los columpios, estén en pleno funcionamiento y abiertas al público a finales de mayo de 2024, lo que mejorará aún más la belleza natural y el atractivo recreativo de la zona. (¡Fotos abajo!)



Main Street is set to bloom with community spirit as the 4H club's young volunteers prepare to assist the Public Works department in planting a vibrant array of flowers on May 18th, 2024, enhancing the town's appeal with their dedicated efforts.

The irrigation water for the Town is flowing through the ditches and is ready to be used to water your lawns and gardens. Please be mindful of the Town's irrigation watering rules and regulations and Happy Spring! (regulations below)



## IRRIGATION WATERING DAYS

(irrigation/non-potable water only)

May through September


Even Numbered Houses  
Saturday – Monday – Wednesday  
Odd Numbered Houses  
Sunday – Tuesday – Thursday

**NO WATERING ALLOWED ON FRIDAYS**

No watering allowed between the hours of 10 a.m. - 5 p.m.  
Maximum 30 minutes per zone, per watering day  
Violators may be issued a ticket

For questions contact Town Hall at

**(970) 876-2353**



## DÍAS DE RIEGO

(Solo agua de riego no potable)

De mayo a septiembre

Casa con número par  
Sábado-Lunes-Miércoles  
Casa con número impar  
Domingo-Martes-Jueves

**NO SE PERMITE RIEGO LOS VIERNES**

No se permite el riego entre las 10AM 5PM  
Máximo 30 minutos por zona, por día de riego  
Los infractores Puden Ser Multados

Para preguntas póngase en contacto  
con el ayuntamiento al

**(970) 876-2353**

## Calendar of Events:

**2024**

*Silt Events Calendar*

Sat, March 30	Easter Egg Hunt- 9 a.m. (Ray Moore- 9th & Orchard)
Fri, April 19	Arbor Day Tree Planting
April 22 - May 4	Silt Clean Up- 8 a.m. to 4:30 p.m. (Town Shop- 612 N. 7 <sup>th</sup> St)
May 3- May 5	Silt 3rd Sale (Adverssted 5th Garage Sales Weekend)
Fri, June 7	*Summer Movie in The Park Series- Duck (Veterans' Park)
Fri, June 21	* Party at the Pavilion
Fri, July 12	*Summer Movie in The Park Series- Duck (Veterans' Park)
Fri, July 19	* Party at the Pavilion
Fri, July 26	*Summer Movie in The Park Series- Duck (Veterans' Park)
Sat, August 10	* Holiday - 7 a.m. to 9 p.m. (Veterans' Park)
Fri, August 16	* Party at the Pavilion
Fri, September 13	* Party at the Pavilion
October 15-26	Silt Clean Up- 8 a.m. to 4:30 p.m. (Town Shop- 612 N. 7 <sup>th</sup> St)
Th, October 31	Main Street Trick or Treat & Family Fall Fest
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\*Market Vendors Will Be At These Events!  
For More Information, Please Call Town Hall at 876-2353 Ext 110  
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 <p>June 3 - June 28 Boys and Girls Ages 7-8 Cost: \$50 Registration is open until May 29th Register online at <a href="http://www.townofsilt.org">www.townofsilt.org</a></p> <p>Coaches are needed, and the coaches child plays for FREE :)</p> <p>Contact Nicole for more information @ 970-876-2353 Ext 110</p> 	 <p>June 3 - June 28 Boys and Girls Ages 4-6 Cost: \$50 Registration is open until May 29th Register online at <a href="http://www.townofsilt.org">www.townofsilt.org</a></p> <p>Coaches are needed, and the coaches child plays for FREE :)</p> <p>Contact Nicole for more information @ 970-876-2353 Ext 110</p> 
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### CALLING ALL PAST MAYORS!!!

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May 16 2024

News You Can Use

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## Interim Silt Administrator Named Lone Finalist for Top Job



After a two-month recruitment and selection process, Silt Interim Town Administrator Jim Mann was identified as the lone finalist last week by the Silt Board of Trustees to become the permanent manager. Mann will succeed Jeff Layman, who served Silt as Town Administrator for nearly six years and retired in March.

The Board advertised for the position statewide and received many expressions of interest and 14 actual applications. Five candidates, including Mann, were invited to Silt to participate in a series of interviews and meetings. The other four included two women and two men, all of whom had experience as town managers.

At the end of the second day of activities, the Board indicated that they felt as though Mann best met the needs of the Town as things exist today. Mann will step from “interim” to permanent Town Manager as soon as he and Board agree to contract terms.

All five candidates met the public at a “meet and greet” event on Monday evening, May 6 and the next day participated in three interview panels—Board of Trustees, Community Stakeholders and Town of Silt department heads—before the Board met in executive session to discuss the candidates. After returning to the public meeting, the Board voted unanimously to identify Mann as the lone finalist and to direct staff to negotiate a contract with him. That process has begun and is expected to wrap up in the coming days.

Mann most recently served as the Town’s financial analyst for the process of evaluating and selecting the appropriate water treatment plant financing options. The Board appointed him as Interim Town Administrator at their February 26 meeting.

Mann has city manager experience in Wisconsin dating back to the 1990’s and holds a Master’s degree in Public Administration from the University of Wisconsin-

Milwaukee. He served as a Municipal Advisor for two municipal finance firms.

Mann said that he is excited to have been selected and is anxious to get to work for the people of Silt.

## **Administrador interino de limo nombrado único finalista para el puesto más alto**

Después de un proceso de reclutamiento y selección de dos meses, el administrador interino de la ciudad de Silt, Jim Mann, fue identificado como el único finalista la semana pasada por la Junta de Fideicomisarios de Silt para convertirse en el gerente permanente. Mann sucederá a Jeff Layman, quien se desempeñó como administrador de la ciudad de Silt durante casi seis años y se retiró en marzo.

La Junta anunció el puesto en todo el estado y recibió muchas expresiones de interés y 14 solicitudes reales. Cinco candidatos, incluido Mann, fueron invitados a Silt para participar en una serie de entrevistas y reuniones. Los otros cuatro incluían a dos mujeres y dos hombres, todos ellos con experiencia como administradores municipales.

Jim Mann

Los cinco candidatos se reunieron con el público en un evento de "conocer y saludar" el lunes 6 de mayo por la noche y al día siguiente participaron en tres paneles de entrevistas: la Junta de Fideicomisarios, las Partes Interesadas de la Comunidad y los jefes de departamento de la Ciudad de Silt, antes de que la Junta se reuniera en sesión ejecutiva para discutir a los candidatos. Después de regresar a la reunión pública, la Junta votó unánimemente para identificar a Mann como el único finalista y ordenar al personal que negociara un contrato con él. Ese proceso ha comenzado y se espera que concluya en los próximos días.

Más recientemente, Mann se desempeñó como analista financiero de la ciudad para el proceso de evaluación y selección de las opciones de financiamiento adecuadas para la planta de tratamiento de agua. La Junta lo nombró Administrador Interino de la Ciudad en su reunión del 26 de febrero.

Mann tiene experiencia como administrador de la ciudad de Wisconsin que se remonta a la década de 1990 y tiene una maestría en Administración Pública de la Universidad de Wisconsin-Milwaukee. Se desempeñó como Asesor Municipal de dos firmas financieras municipales.

Mann dijo que está emocionado de haber sido seleccionado y está ansioso por trabajar para la gente de Silt.

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## **Welcome to the New Members of the Silt Police Department!**

We are excited to welcome our newest team members to the Silt Police Department! Please join us in welcoming CSO Amber Lehr, Police Officer Eric Kerbs, and Police Officer Tessa Berry. These new employees, along with CSO Angelo Waganer and Police Officer Calvin Portwood, were all officially sworn in on Tuesday, May 14, 2024.

CSO Amber Lehr, a certified Evidence Technician, will be assisting with Code Enforcement this summer and managing the Evidence Room while she prepares to attend the CMU Tech Police Academy starting in August. Officers Kerbs, Berry, and Portwood have embarked on an extensive Field Training program that will last throughout the summer, preparing them for their patrol shifts as solo officers.

We are thrilled to announce that with the addition of these new officers, the Silt PD is now at full staffing! Welcome aboard, and we look forward to the positive impact you will all bring to our community!

## **¡Bienvenidos a los nuevos miembros del Departamento de Policía de Silt!**

¡Nos complace dar la bienvenida a los nuevos miembros de nuestro equipo al Departamento de Policía de Silt! Únase a nosotros para dar la bienvenida a la CSO Amber Lehr, al oficial de policía Eric Kerbs y a la oficial de policía Tessa Berry. Estos nuevos empleados, junto con el CSO Angelo Waganer y el oficial de policía Calvin Portwood, prestaron juramento oficialmente el martes 14 de mayo de 2024.

La CSO Amber Lehr, una Técnica de Evidencia certificada, ayudará con la Aplicación del Código este verano y administrará la Sala de Evidencia mientras se prepara para asistir a la Academia de Policía de CMU Tech a partir de agosto. Los oficiales Kerbs, Berry y Portwood se han embarcado en un extenso programa de entrenamiento de campo que durará todo el verano, preparándolos para sus turnos de patrulla como oficiales solos.

¡Estamos encantados de anunciar que con la incorporación de estos nuevos oficiales, el Departamento de Policía de Silt ahora cuenta con el personal completo!

¡Bienvenidos a bordo y esperamos con ansias el impacto positivo que todos ustedes traerán a nuestra comunidad!


## Upcoming Town Events!

### Movie In The Park

**Friday, June 7, 2024**  
**Veteran's Park - 8:30 P.M. (Dusk)**  
**Bring a Chair/Blanket, Snacks and Bug Spray!!**

### Pelicula en el Parque

**Viernes, 7 de Junio de 2024**  
**Parque de los Veteranos - 8:30 p.m. (Oscuridad)**  
**¡Traiga una silla/manta, refrigerios y repelente de insectos!**



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May 20, 2024

News You Can Use

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