

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, FEBRUARY 10, 2020 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

**6:30 p.m. work session – Water Treatment plant upgrades,
marijuana moratorium sub-committee volunteers & election update**

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	<p>Consent agenda –</p> <ol style="list-style-type: none"> 1. Minutes of the January 27, 2020 Board of Trustees meeting 2. Resolution No. 7, Series 2020, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$25,000, FOR A TOTAL PROJECT COST OF \$30,000, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH UPGRADING THE TELEMTRY SYSTEM ON THE TOWN'S IRRIGATION SYSTEM WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO 3. Resolution No. 8, Series 2020, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$361,200, FOR A TOTAL PROJECT COST OF \$516,000, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE INSTALLATION OF SIDEWALK, CURB, GUTTER AND PARKING IN THE 500 BLOCK OF MAIN STREET WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO 4. Approval of Modification of Premises - High Q Retail Marijuana Store 5. Approval of the 2020 IGA Traveler Services and 2020 7-Party Memorandum of Understanding Regarding Garfield County Senior Programs 6. Resolution No. 15, Series 2020, A RESOLUTION APPROVING RENEWAL OF THE SCHLEIN/ELLISON SPECIAL USE PERMIT TO ALLOW FOR AN UPPER LEVEL APARTMENT IN AN EXISTING BUILDING LOCATED AT 602 MAIN STREET, OTHERWISE KNOWN AS LOTS 11 AND 12, BLOCK 17, ORIGINAL TOWNSITE, WITHIN THE TOWN OF SILT, COLORADO 	Action Item	Tab B Mayor Richel
	Conflicts of Interest		

7:10	Public Comments - A "Sign In Sheet" is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
7:25	Agenda Changes		
7:25 10 min	Presentation on March 12th Regional Elected Officials Transportation, Housing and Jobs Summit – Nathan Lindquist	Info Item	Tab C Administrator Layman
7:35 5 min	Second reading of Ordinance No. 2, Series 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 5.25 RELATED TO THE TOWN OF SILT LIQUOR CODE	Public Hearing	Tab D Town Clerk McIntyre
7:40 20 min	Stoney Ridge – Phase II constructed Phase III – Request for ditch piping agreement of Silt Pump Canal and security	Action Item	Tab E Director Aluise
8:00 5 min	Administrator and Staff reports	Info Item	Tab F Administrator Layman
8:05 10 min	Updates from Board / Board Comments		
8:15 10 min	Executive Session – For a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b)		
8:25	Adjournment		

The next regularly scheduled meeting of the Silt Board of Trustees is Monday, February 24, 2020. 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.

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
JANUARY 27, 2020 – 7:00 P.M.**

The Silt Board of Trustees held their regularly scheduled meeting on Monday, January 27, 2020 in the municipal council chambers. Mayor Richel called the meeting to order at 7:00 p.m.

Roll call	Present	Mayor Keith Richel
		Mayor Pro-tem Kyle Knott
		Trustee Justin Brintnall
		Trustee Andreia Poston
		Trustee Jerry Seifert
		Trustee Sam Walls
	Absent	Trustee Dina Prieto

Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Community Development Director Janet Aluise, Town Treasurer Amie Tucker, Public Works Director Trey Fonner, Chief of Police Mike Kite, Utilities Director Jack Castle, Town Attorney Michael Sawyer and members of the public.

Pledge of Allegiance and Moment of Silence

Consent Agenda

- 1) Minutes of the January 13, 2020 Board of Trustees meeting

Mayor Pro-tem Knott made a motion to approve the consent agenda as presented. Trustee Seifert seconded the motion, and the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.

Public Comments – There were no public comments.

Agenda Changes – Director Aluise asked to include a Census discussion later in the meeting.

Mayor Richel declared adjournment as the Board of Trustees and convened as the Local Liquor Licensing Authority

Renewal of Brick House Pizza – Hotel & Restaurant Liquor License

Town Clerk McIntyre stated that this is a standard renewal application and that there have been no issues over the last year. She added that all fees have been paid, sales tax is current and that staff recommends approval.

Trustee Brintnall made a motion to approve the renewal of the Brick House Pizza Hotel and Restaurant Liquor License. Trustee Poston seconded the motion, and the motion carried unanimously.

Mayor Richel declared adjournment as the Local Liquor Licensing Authority and reconvened as the Board of Trustees

Reappointment of VALE Board members

Town Clerk McIntyre stated that based on VALE By-laws the terms for members are for four years. Tamara Gabriel, Jennifer Ayala and Kim Hammon have all requested reappointment to this Board.

Trustee Seifert made a motion to reappoint Tamara Gabriel, Jennifer Ayala and Kim Hammon to the VALE Board. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously.

Snow removal into roadways discussion

Director Fonner stated that it is an issue every year when homeowners push their snow into the middle of the streets. He stated that if snow is placed on a street has already been plowed then the snow freezes and creates hard packed piles of snow and ice. This not only creates a washboard effect on the street that is hard on citizen vehicles but is also damaging to town plow vehicles when they come back through and hit those mounds of ice. He stated that if a plow truck does come back after snow has been shoveled to the center of the road, it just adds to the amount of snow that gets pushed backed to the curb and gutter next to driveways and sidewalks.

Director Fonner stated that currently there is nothing in the code that speaks to where snow should be placed once removed from any given location and that once an ordinance is in place it would give the town the ability to educate citizens and issue warnings if necessary.

There was a consensus to direct staff to bring back an ordinance addressing snow removal.

Award of fuel bid

Director Fonner stated that the Town generally puts the fuel out to bid every two years and that this year the Town received three bids back. He stated that Colorado Convenience, dba Go-fer Foods turned in the best bid and recommended awarding it to them.

Trustee Seifert made a motion to award the fuel bid to Colorado Convenience Stores, dba Go-Fer Foods of Silt. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously.

First reading of **Ordinance No. 2, Series 2020**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 5.25 RELATED TO THE TOWN OF SILT LIQUOR CODE

Town Clerk McIntyre stated that the main reason for this ordinance was to address changes made by the State when they moved the liquor code from Title 12 to Title 44 in its entirety. The ordinance also reflects some housekeeping changes to more accurately reflect how business is conducted during different licensing processes.

The public hearing was opened at 7:25 p.m. There were no public comments and the hearing closed at 7:25 p.m.

Mayor Pro-tem Knott made a motion to approve Ordinance No. 2, Series 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 5.25 RELATED TO THE TOWN OF SILT LIQUOR CODE. Trustee Seifert seconded the motion, and the motion carried unanimously.

Guidelines for Quasi-judicial decisions discussion

Attorney Sawyer provided a refresher on these guidelines since the town would be having some quasi-judicial matters coming before them soon. He went through the unique provisions when acting in a quasi-judicial capacity, which items may be considered as quasi-judicial matters, how to handle them and how to handle people who may want to talk about a potential quasi-judicial matter. Attorney Sawyer also went over how a board member might have to possibly recuse himself or herself based on conversations outside of the council chambers.

Marijuana delivery discussion

Attorney Sawyer stated that state laws have changed related to the possibility of licensed medical and retail marijuana stores delivering product to customers. There was discussion on whether or not the town should choose to allow the delivery of product within town limits by both businesses located in town or those outside of town boundaries. Attorney Sawyer stated that the board should have a policy discussion on what is best for Silt and that they may want to consider passing on ordinance banning the delivery of marijuana in town limits.

Renee Grossman, owner of High Q stated that she participated in the rule making session at the state. She provided her input on the new state law regarding delivery adding that she is against it because of the way the bill is written as she feels that it is a way to bypass local businesses. She also added her concerns in terms of public safety, surveillance and ensuring that transactions are done properly.

There was discussion by the board regarding marijuana delivery within Town and the surrounding area and the pros and cons associated with in. **There was a consensus of the Board to address this topic during the ordinance that would be drafted in regards to the recent moratorium that was approved.**

Transportation, Housing and Job: Connecting the Dots in a Changing Region

Administrator Layman stated that the agenda is still being developed and that if anyone had some items that they would like to see changed or added and what time of the day would be better in order to get a good attendance. The Board was asked to contact the Administrator with any agenda suggestions. The Board discussed starting the meeting in the morning and to

maybe include a medical/retail marijuana discussion. Trustee Walls stated that he would participate.

Census discussion

Director Aluise stated that she is participating in the Community Counts effort by coordinating advertising and information will be available at Town Hall. She added that the group is looking for a Board member to represent the town to get information out to the public regarding the upcoming census. Mayor Richel offered to be the “face” of the census for the Town of Silt and provide comments that would relate how important it is to participate.

December 2019 financials and balance sheets

Treasurer Tucker went through the December 2019 financials and balance sheets and answered questions.

Updates from Board / Board comments

Trustee Walls thanked Director Aluise on the job she has done on the Parks, Recreation and Culture Master Plan. Trustee Brintnall asked citizens to shovel their snow onto their yards instead of the streets. He also reminded everyone to come to the library on Thursday night to listen to the presentation from the Silt Historical Park on the history of Silt. The Board thanked staff for all of their hard work. Mayor Pro-tem Knott commented on the awesome fourth quarter of 2019. Mayor Richel commented about the upcoming State of the Community Luncheon to be held on February 13, 2020.

Mayor Richel adjourned for a break at 8:22 p.m. and reconvened at 8:28 p.m.

Executive Session

Mayor Pro-tem Knott made a motion to go into an executive session for a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b). Trustee Walls seconded the motion, and the motion carried unanimously. The board adjourned to executive session at 8:29 p.m.

At the end of executive session, Mayor Richel made the following statement: “The time is now 9:06 p.m., and the executive session has concluded. No formal action was taken in executive session. The participants in the executive session were: Keith Richel, Andreia Poston, Jerry Seifert, Kyle Knott, Sam Walls, Justin Brintnall, Jeff Layman, Sheila McIntyre, Janet Aluise, Trey Fonner, Mike Sawyer and Jack Castle. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record”. No objections were stated.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 9:08 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor

**TOWN OF SILT
RESOLUTION NO. 7
SERIES OF 2020**

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$25,000, FOR A TOTAL PROJECT COST OF \$30,000, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH UPGRADING THE TELEMETRY SYSTEM ON THE TOWN'S IRRIGATION SYSTEM WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

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

WHEREAS, the Town has submitted a Garfield county Federal Mineral Lease District Grant for the upgrade of telemetry on the Town of Silt's irrigation system, requesting an award of \$25,000 from GCFMLD, with an overall budget of \$30,000, and

WHEREAS, the GCFMLD Grant would allow for the Town to design and install a telemetry system on the Town's irrigations system; and

WHEREAS, the Town believes that the timing of this project is critical in the continuing effort of using the Towns water in the most efficient manor,

WHEREAS, the Board recognizes that such grant would help relieve the general fund of the cost of such improvements, as the Town has historically struggled with lack of sales tax and property tax to design and engineer for such improvements; and

WHEREAS, the Town Board of Trustees ("Board") supports staff in its grant application for the Garfield County Federal Mineral Lease District and if funded, ensures that such project will be complete as per the grant guidelines, and submittal of associated documents: and

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

Section 1

- 1) The above recitals are hereby incorporated as findings by the Town of Silt;
- 2) The Board strongly supports the Garfield County Federal Mineral Lease District application in the total amount of \$25,000, with a contribution from the Town's Irrigation fund in the amount of \$5,000 for the Irrigations system telemetry system;
- 3) If the grant is awarded, the Board strongly supports the completion of the irrigation system telemetry system;
- 4) The Board authorizes the expenditure of in-kind labor and budget funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement/Intergovernmental Agreement with the GCFMLD for the irrigation telemetry system
- 5) If a grant is awarded, the Board hereby authorizes Town Administrator Jeff Layman to sign the GCFMLD Agreement

Section 2

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

INTRODUCED, READ, PASSED, AND ADOPTED this 10th, day of February 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
RESOLUTION NO. 8
SERIES OF 2020**

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$361,200, FOR A TOTAL PROJECT COST OF \$516,000, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE INSTALLATION OF SIDEWALK, CURB, GUTTER AND PARKING IN THE 500 BLOCK OF MAIN STREET WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

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

WHEREAS, the Town has submitted a Garfield county Federal Mineral Lease District Grant for the installation of sidewalk, curb, gutter and parking in the 500 block of Main Street, requesting an award of \$361,200 from GCFMLD, with an overall budget of \$516,000, and

WHEREAS, the GCFMLD Grant would allow for the Town to design and install on street parking with a curb and gutter, also a sidewalk area to match the rest of the Main Street corridor; and,

WHEREAS, the Town believes that the timing of this project is critical in the continuing effort to make Main Street safer for pedestrian traffic; and

WHEREAS, the Board recognizes that such grant would help relieve the general fund of the cost of such improvements, as the Town has historically struggled with lack of sales tax and property tax to design and engineer for such improvements; and

WHEREAS, the Town Board of Trustees ("Board") supports staff in its grant application for the Garfield County Federal Mineral Lease District and if funded, ensures that such project will be complete as per the grant guidelines, and submittal of associated documents: and

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

Section 1

- 1) The above recitals are hereby incorporated as findings by the Town of Silt;
- 2) The Board strongly supports the Garfield County Federal Mineral Lease District application in the total amount of \$361,200, with a contribution from the Town's General fund in the amount of \$154,800 for the Main Street Improvement project Phase 7;
- 3) If the grant is awarded, the Board strongly supports the completion of the Main Street Improvement Project Phase 7
- 4) The Board authorizes the expenditure of in-kind labor and budget funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD for the Main Street Improvement project Phase 7
- 5) If a grant is awarded, the Board hereby authorizes Town Administrator Jeff Layman to sign the GCFMLD Agreement

Section 2

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

INTRODUCED, READ, PASSED, AND ADOPTED this 10th, day of February 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

Interoffice Memorandum

To: Jeff Layman, Town Administrator

CC: Sheila McIntyre, Town Clerk

From: Janet Aluise, Community Development Director

Re: Modification of Premises – High Q Retail Marijuana Store

Date: February 5, 2020

The Community Development Department is in receipt of the Modification of Premises for the High Q Retail Marijuana Store, as well as the building permit application for same. Inspector Styk reviewed the application and delivered a list of conditions to the Applicant for issuance of the building permit. However, the application is in substantial compliance and the department has no problem with the submittal materials, which includes the asbestos report.

The Community Development Department reviewed the Modification of Premises with respect to licensing and regulation criteria in Chapter 5.32, and finds no section that would prohibit such request for modification of premises. The department also reviewed the Modification of Premises with respect to zoning criteria in Chapter 17.73, and again finds no section that would prohibit such request for modification of premises.

The Community Development Department recommends that the Board of Trustees direct either the Town Administrator or Inspector Styk to sign Section 3 of the Modification of Premises (State) application.

TOWN OF SILT
PLAN REVIEW CORRECTION LIST
2015 INTERNATIONAL BUILDING CODE

Plan Check Number: BP20 - 012

Owner: HQ Holdings LLC

Phone: 970-309-4411

Occupancy Classification: M: Mercantile

Scope of work: Expand fulfillment area in existing floor space.

Valuation: \$ TBD

Job Address: 730 Main Street

Contractor: Whitelands Works LTD

Type of Construction: VB

Number of Stories: 1

The following items shall be resolved prior to the issuance of the building permit and are based on the 2015 International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code.

The purpose of this review is to provide for minimum protection of life, limb, health, Property, environment and for the safety and welfare of the consumer and general public as regulated by the 2015 I Codes

This list may not be all inclusive once requested information is received.

1. Provide framing details for new walls.
2. There appears to be a window or door in the east side of the new wall at the expansion area. Please verify.
3. The opening from the limited access area, is this an open doorway. Specify the width of the opening. Please verify.
4. Provide details for leveling the floor and for removing the step.
5. Provide details for the handicap ramp, including where it will be, the width, the slope and materials and the required turning space to access the ramp. Per ICC A117.1
- 6 Provide a total cost estimate along with a material cost estimate.

Please let me know if you have any questions.

Thank you,

Mike Styk

Town of Silt

970-876-2353 X 109



COLORADO
Department of Revenue
Enforcement Division – Marijuana

Marijuana Enforcement Division Report of Changes Application

Marijuana Enforcement Division

Can You Submit One Report of Changes Application for Multiple Business Licenses?

Please note a separate application and fee is required for each application type (MOP, COTN, COL).

In an ongoing effort to streamline business efficiencies for marijuana licensees, the Marijuana Enforcement Division has updated the **Report of Changes Application (Change of Trade Name, Change of Location, Modification of Premises)** to permit a licensee to submit one application for multiple marijuana business licenses (medical or retail) operating under one legal business entity name. **It's important to note that this singular submission option applies to:**

1. Marijuana licenses operating under one legal business entity name;
2. Applications for which all the information provided equally applies to all the marijuana licenses noted in the singular application.

All Report of Changes Applications	
Does your change (of trade name, location, or modification) apply to licenses operating under one legal business entity name?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Change of Trade Name	
Is the proposed trade name the same for all licenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Change of Location	
Is the proposed new physical address the same for all licenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Modification of Premises	
Are the licenses at the exact same physical address?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all proposed modifications for the licenses at this address included in the "Description of Changes"?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered YES to all questions that apply to your change, you may be able to submit one Report of Changes application for all licenses affected by the change.

Please note MED staff cannot advise with certainty regarding the number of applications required for a report of changes without first initiating an investigation.

The MED will accept **complete** applications as they are submitted. Note fees for multiple application submissions may not be refundable. Further, if you submit one application that in fact requires separate application submissions, the assigned investigator will contact you and inform of the need to submit additional applications, which may delay any further review and processing of your changes.

Colorado Marijuana Enforcement Division**Report of Changes Application Instructions****APPLICATION CHECKLIST**

(Please refer to fee schedule on the website—www.colorado.gov/revenue/med)

 1 Types of Changes

(refer to previous page for guidance on multiple licenses on one application)

A separate application packet must be submitted for each license affected by the change. Check the appropriate box below and proceed to the next page. **INCLUDE ALL ATTACHMENTS.**

- 1) **To Change Trade Name (COTN):** Complete the COTN section on page 1. Submit a copy of the New Trade Name registration (from the Secretary of State's Office).
- 2) **To Change Location (COL):** Complete the COL section on page 2 of the application. Include any required documentation.
- 3) **To Modify Premises (MOP):** Complete page 3 of the application. Include any required documentation.

 2 Application Submittal

Bring in or mail in application (check or money order only if mailed) and all attachments and requisite fees to:

Marijuana Enforcement Division
1707 Cole Blvd., Suite 300
Lakewood, CO 80401

NOTE: Incomplete applications will not be processed. Applicants must collect the incomplete application and fees (including those mailed in or delivered via courier), from the Lakewood Office prior to the end of the next business day.

Marijuana Enforcement Division Report of Changes

(Keep a copy of this application for your records)

License Number(s) (All Answers Must Be Printed Legibly or Typewritten) 402R-00332		
1. Legal Business Name HQ LLC d/b/a High Q Silt		
2. Current Business Address 730 Main Street		
City Silt	State CO	ZIP 81652
3. Primary Contact Person for Business Renée S. Grossman (M19788)		Primary Contact Phone Number 212-851-6448
Title Owner		
4. Mailing Address for Business 314 Sopris Circle		
City Basalt	State CO	ZIP 81621
Primary Contact Email renee@highqrockies.com		
1. Change Trade Name		
Change of Trade Name / DBA only (Attach the following supporting documents)		
<ol style="list-style-type: none"> 1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State 2. Copy of new Trade Name registration 		
Old Trade Name		
New Trade Name		
COTN - Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Printed Last Name of Owner/Principal	First Name	Full Middle Name
Title		Date
Signature of Owner/Principal		
Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be aware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.		

2. Change of Location - Local Licensing conditional approval must be provided prior to MED approval. Per Rule 2-255

(Note: Licensees may not move their licensed premises until approved by state and local authorities.)

A. Address of current premises

Address

City	County	ZIP
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B. Address of proposed new premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City	County	ZIP
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C. New Mailing Address if Applicable.

Address

City	County	ZIP
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D. Attach detailed diagram of the premises and include a separate security drawing (Diagrams to be single-sided on 8.5x11 inch paper, preferably in color).

E. Is this change of location intended to collapse a retail or medical cultivation with another? If so, please identify the license collapsing into.

F. One complete original COL application packet + one complete copy of the same is required.

G. Will the proposed change result in the licensed premises now being located within 1000 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, describe any exemptions that apply and provide a copy of the exemption or local ordinance)	<input type="checkbox"/> Yes <input type="checkbox"/> No
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COL - Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Printed Last Name of Owner/Principal	First Name	Full Middle Name
Title		Date
Signature of Owner/Principal		

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Article 10, C.R.S., as amended. **Therefore, this application is approved. (Provide local stamp/seal on this page for proof of approval with signature).**

Printed Name of Local Licensing Rep	
Local Licensing Authority (City or County)	Date Filed With Local Authority
Title	Date
Signature of Local Licensing Representative	

3. Modification of Premises - Local Licensing conditional approval must be provided prior to MED approval. Per Rule 2-260

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe change proposal in detail. NOTE: "Complete remodel" or "See floor plans" will not be accepted. The Licensed Premises currently comprises approximately 1,000 square feet of a 2,500 building that is owned by HQ Holdings LLC, which is 100% owned by Renée S. Grossman (M19788). Ms. Grossman owns 100% of HQ LLC.

HQ LLC will be adding a doorway inside the fulfillment room to expand the Limited Access Area into an office space in the building. This will add 193 square feet to the Licensed Premises. We will also be walling off the door to that office space to fully enclose it within the Licensed Premises. We will also be adding 4 new cameras to provide adequate camera coverage. We currently have two safes. We will be moving one into the new space and adding a third safe. We will also be relocating and expanding the display cases on the sales floor, painting, replacing the floors and replacing part of the drop ceiling. Last we will be leveling the floor, removing part of the step along the middle of the sales floor and putting in a ramp for handicap accessibility.

B. Will the proposed change result in the licensed premises now being located within 1000 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? Yes No

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance)

C. Attach a diagram of the current licensed premises and a **separate diagram of the proposed changes** for the licensed premises including security equipment locations.

D. Attach REVISED lease, only if it was revised due to the modification.

E. Attach proof of Landlord consent for modification (This may be the revised lease).

MOP - Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

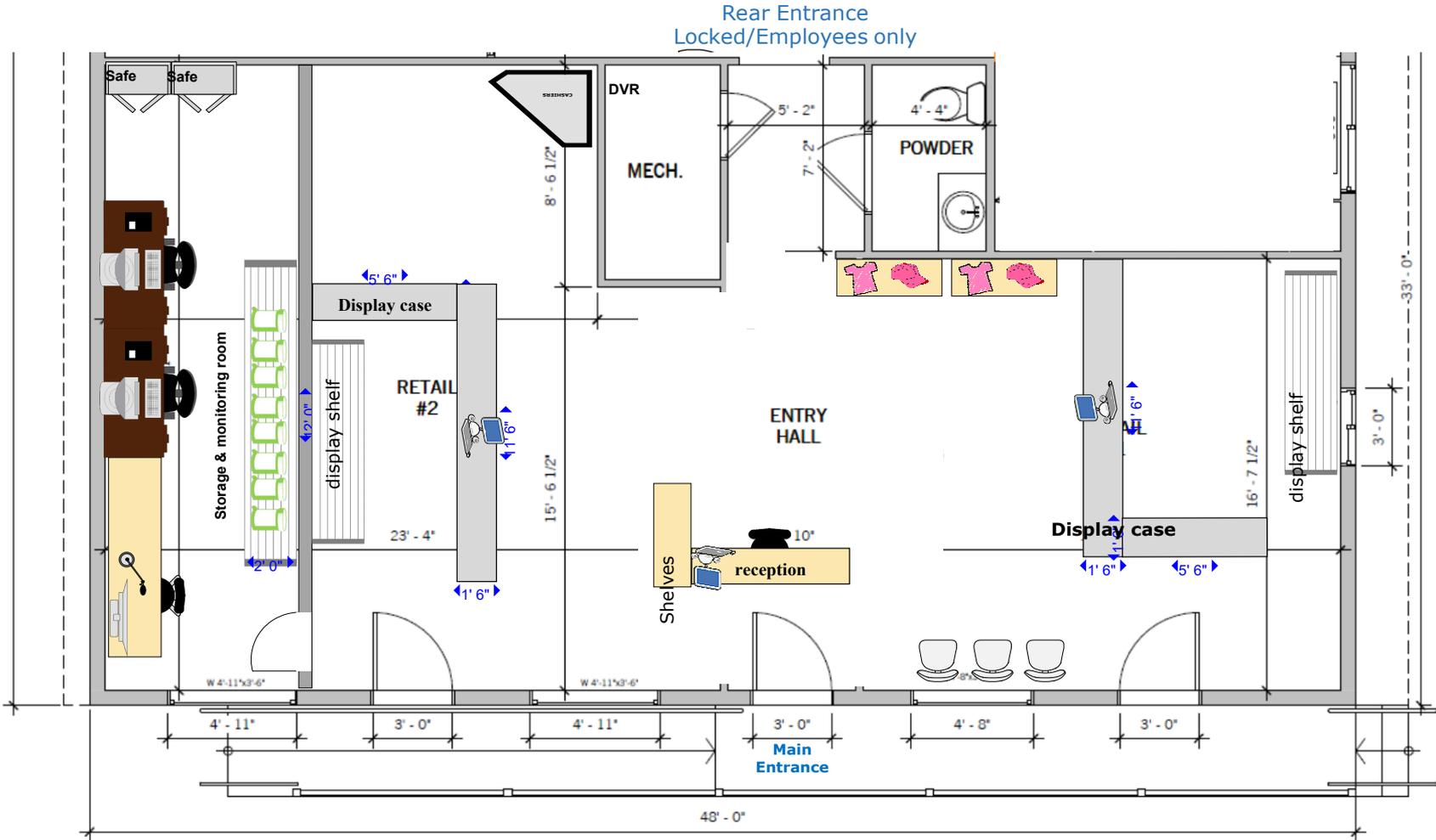
Printed Last Name of Owner/Principal Grossman	First Name Renée	Full Middle Name Shari
Title Owner		Date 1/17/20
Signature of Owner/Principal 		

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Article 10, C.R.S. , as amended. **Therefore, this application is approved. (Provide local stamp/seal on this page for proof of approval with signature).**

Printed Name of Local Licensing Rep	
Local Licensing Authority (City or County) Town of Silt	Date Filed With Local Authority
Title	Date
Signature of Local Licensing Representative	

Current Layout

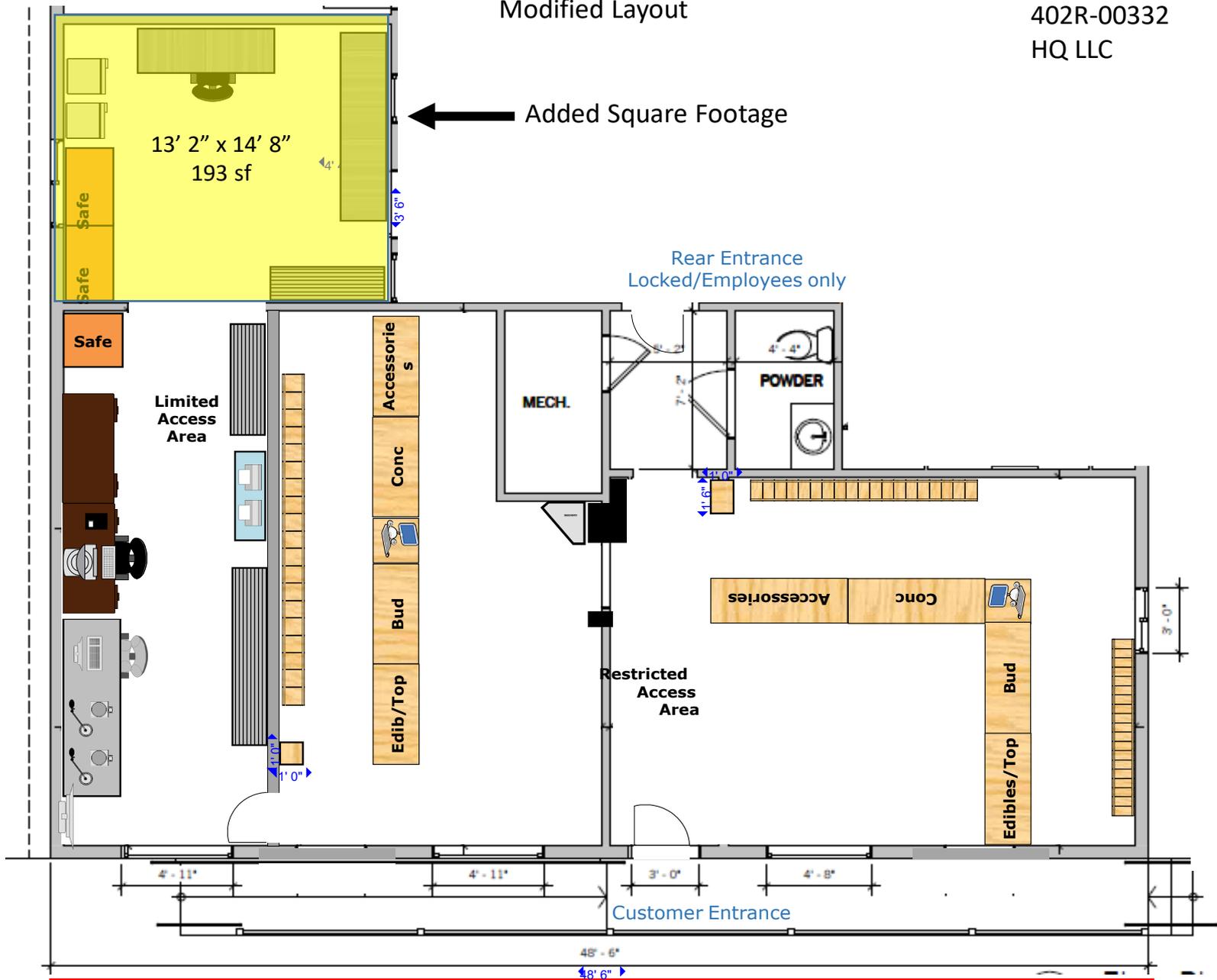


730 MAIN STREET

Modified Layout

402R-00332

HQ LLC

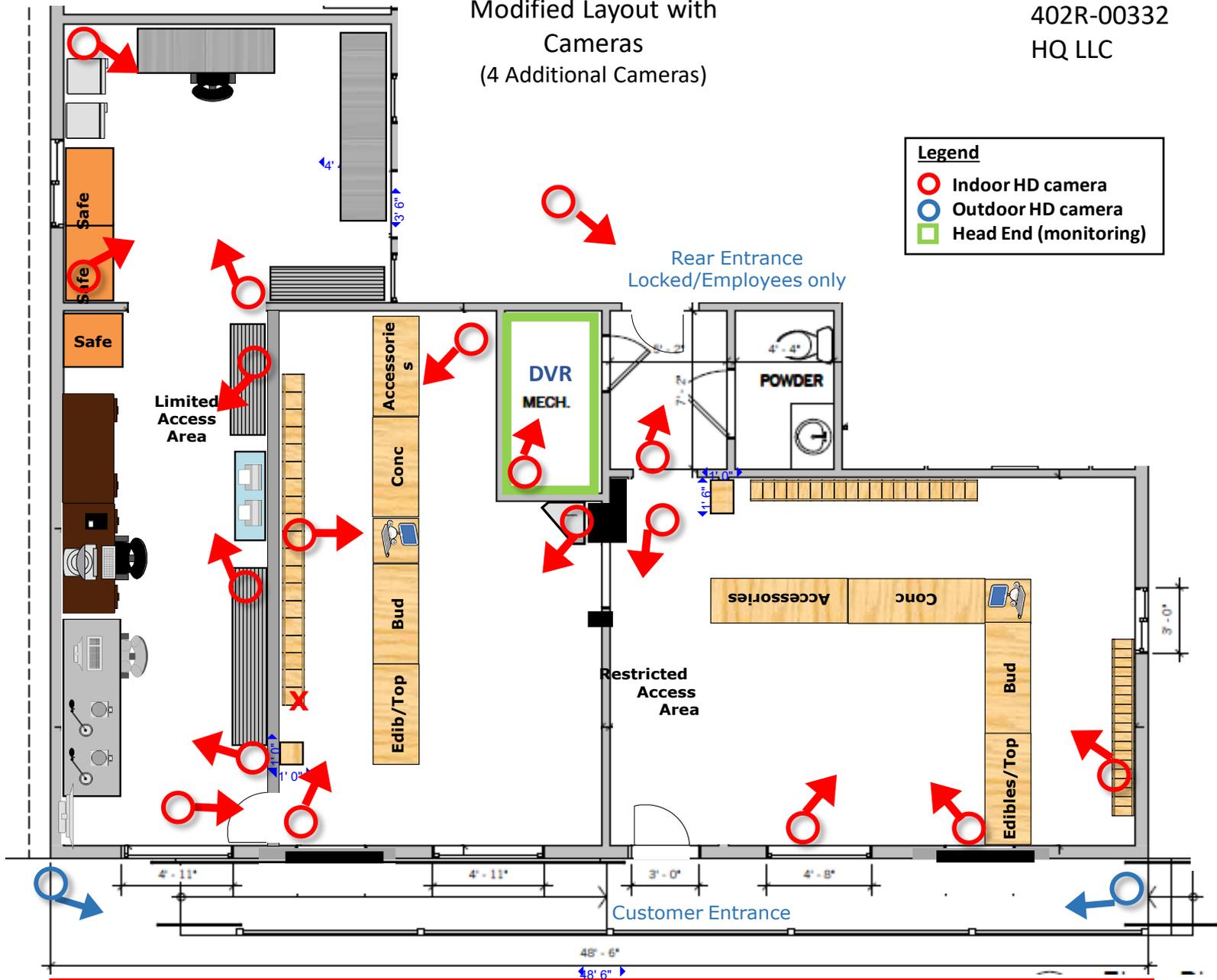


Modified Layout with
Cameras
(4 Additional Cameras)

402R-00332
HQ LLC

Legend

- Indoor HD camera
- Outdoor HD camera
- Head End (monitoring)



**7-PARTY MEMORANDUM OF UNDERSTANDING
REGARDING GARFIELD COUNTY SENIOR PROGRAMS
FOR 2020**

This Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, (“BOCC”)
The City of Rifle, Colorado,
The City of Glenwood Springs, Colorado,
The Town of Carbondale, Colorado,
The Town of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, (“RFTA”)**

(collectively, the “7-Parties”) in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2020 (the “MOU”). This MOU is effective as of January 1, 2020, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County (“the 9-Party MOU”). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party’s annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the “MOU”).
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2020.

- E. Each of the remaining 7-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2020 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2020.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2020 regardless of the dates signed and shall terminate on December 31, 2020.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times set forth in **Attachment A** and further agree that the costs to provide such services will be allocated among them as follows:
 - a. Cost Methodology – Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2020.
 - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2017 and June 2018 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
 - c. Application of Cost Methodology to the 2020 Budget: As illustrated in **Attachment B**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2020 is **\$382,805.00**. The BOCC's 40% share of that amount equals **\$153,122.00**. Anticipated grant and program funding income for 2020 is **\$243,053.00**. The remaining balance is \$0.00.

6. Transportation Services. The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”) and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation on the schedule set forth in **Attachment C**. These services will be provided by RFTA’s Traveler bus system and will be wheel chair accessible, curb to curb, driver assisted transportation and will also include the delivery of meals to the meal site locations. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty-percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2020. The remaining fifty-percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle, the Town of Silt agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.

- b. Application of Cost Methodology to 2020 Budget. As illustrated in **Attachment D**, the total budgeted cost to provide Senior Transportation Services in 2020 is **\$761,146.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$44,266.00** and **\$746,880.00** respectively, less the amount of **\$30,000** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC’s 50% share of this amount equals **\$380,573.00**. Anticipated grant and program funding income for 2020 is **\$84,941.00**. The remaining balance of **\$295,632.00** is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2018 and June 2019, which results in the following amounts due:

Municipality	Number of Rides	Percent of Total	Amount Due
Carbondale*	732	7.69%	\$22,731.37
Glenwood Springs*	3,822	40.15%	\$118,687.55
New Castle*	519	5.45%	\$16,116.91
Silt	145	1.52%	\$4,502.80
Rifle	4,302	45.19%	\$133,593.37
TOTAL	9,520	100%	\$295,632.00

- c. Payment. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$559,344.17** in twelve (12) equal monthly payments for Senior Transportation Services (the “Traveler IGA”). This amount represents RFTA’s estimated cost to provide such services in 2020 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

7. Appropriation. This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end.

8. Whole Agreement. This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

9. Amendment and Assignment. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of the all.

10. Facsimiles and Counterparts. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

11. Authority. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.

13. Notice. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale
Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
(970) 963-2733 ext. 1207
jharrington@carbondaleco.net

Garfield County Sharon Longhurst-Pritt, Director
Garfield County Department of Human Services
195 West 14th Street
Rifle, CO 81650
(970) 625-8282 ext. 3265
spritt@garfield-county.com

Glenwood Springs Debra Figueroa, City Manager
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601
(970) 384-6500

New Castle Dave Reynolds, Town Administrator
New Castle Town Hall
450 West Main Street, P O Box 90
New Castle, CO 81647
970) 984-2311
Dreynolds@newcastlecolorado.org

RFTA Dan Blankenship, Chief Executive Officer
Roaring Fork Transportation Authority
2307 Wolfshon Road
Glenwood Springs, CO 81601
(970) 384-4981
dblankenship@rfta.com

Rifle Scott Hahn, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
shahn@rifleco.org

Silt Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
jlayman@townofsilt.org

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2020.

ATTEST:

TOWN OF CARBONDALE, COLORADO

Town Clerk

By: _____
Dan Richardson, Mayor

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Deputy _____
Clerk to the Board

By: _____
John Martin, Chairman

Date: JAN 20, 2020

ATTEST:

**CITY OF GLENWOOD SPRINGS,
COLORADO**

City Clerk

By: _____
Jonathan Godes, Mayor

Date: _____

ATTEST:

TOWN OF NEW CASTLE, COLORADO

Town Clerk

By: _____
Art Riddile, Mayor

Date: _____

ATTEST:

Secretary to the Board of Directors

**ROARING FORK TRANSPORTATION
AUTHORITY**

By: _____
_____, Chair

Date: _____

ATTEST:

City Clerk

CITY OF RIFLE, COLORADO

By: _____
Barbara Clifton, Mayor

Date: _____

ATTEST:

Town Clerk

TOWN OF SILT, COLORADO

By: _____
Keith B. Richel, Mayor

Date: _____

ATTACHMENT A

2020 CONGREGATE MEAL SCHEDULE

2020 Senior Programs Congregate Meal Schedule

MEAL SITE CONTACT	KITCHEN	MEAL DAY	Meal Site Name/Location
Jerilyn Nieslanik, Manager Crystal Meadows Senior Housing 1250 Hendrick Drive Carbondale, CO 81623 970-963-9326 cga@gwestoffice.net	Valley View Hospital	Wednesday	Roaring Fork & Spoon Crystal Meadows Senior Housing 1250 Hendrick Drive in the Romminger Room
JULIE S. HANSON <i>Purchasing & Contracts Director</i> Colorado Mountain College (CMC) 802 Grand Avenue Glenwood Springs, CO 81601 970.947.8402 / jshanson@coloradomtn.edu	Valley View Hospital	Tuesday/Friday	Chat n' Chew 1402 Blake Avenue Glenwood Springs, CO 81601 in Lucy Huntley Senior Center
Jen Schrock, Site Coordinator Sunnyside Retirement Center 601 21st Street #106 Glenwood Springs, CO 81601 970-945-9234 sunnyside1@questoffice.net	Valley View Hospital	Monday/Thursday	Sunnyside 601 21st Street Glenwood Springs, CO 81601 in the Kitchen
Karla Schultz, Property Manager New Castle Senior Housing 201 Castle Valley Blvd New Castle, CO 81647 (970) 984-0779 newcastle@crhdc.org	City of Rifle	Monday	The Gathering 201 Castle Valley Blvd New Castle, CO 81647 In the Community Room
Ken Bachus, Board President Valley Senior Center PO BOX 932 Parachute, CO 81635-0932 (970) 285-6492 rcampbell623@gmail.com	City of Rifle	Wednesday	Valley Senior Center 540 N. Parachute Parachute, CO 81635
Town of Silt for use of the Silt Town Center Jeff Layman, Town Administrator 231 N. 7th Street, PO BOX 70 Silt, CO 81652 970-876-2353 ext. 813 jlayman@townofsilt.org	City of Rifle	Wednesday	Meet n' Eat 600 Home Avenue Silt, CO 81652

Scott Hahn, City Manager
City of Rifle
202 Railroad Avenue
Rifle, CO 81650 Included in the meal contract
(970) 665-6409 SHahn@rifco.org

City of Rifle

Tuesday, Thursday & Friday

Senior Delight
Rifle Senior Center
50 Ute Avenue
Rifle, CO 81650

ATTACHMENT B

**2020 CONGREGATE MEAL BUDGET
AND COST METHODOLOGY**

Nutrition Budget	Annual	
Wages	\$ 133,431.00	Staff: 64% Manager
Employee Benefits	\$ 66,074.00	72% Program Coordinator
Professional - Other	\$ 151,000.00	77% Program Coordinator
Prof Oth - County Attorney Contr	\$ 250.00	
Rental of Land & Buildings	\$ 1,000.00	
Communications	\$ 600.00	
Printing and Binding	\$ 300.00	
DHS - Destruction of Records	\$ 300.00	
Travel	\$ 300.00	
Motor Pool Charges	\$ 12,000.00	
Professional Affiliations	\$ 100.00	
Training	\$ 800.00	
Office Supplies	\$ 800.00	
Operating Supplies	\$ 9,000.00	
Computer Supplies	\$ 250.00	
Freight, postage, Delivery	\$ 2,000.00	
Copy Machine Usage	\$ 1,600.00	
Food - non travel related	\$ 3,000.00	

Total 12 Month Budget	\$382,805.00
Less AAA funding	\$ 192,053.00
Less NSIP Incentives	\$ 15,000.00
Less Program Income	\$ 36,000.00
Grant & Program Income Total	\$ 243,053.00
40% County Share of Total Expenses	\$ 153,122.00
Garfield County Share	\$ 153,122.00
Projected Income/County Share	\$ 396,175.00
Income less expenses	-\$13,370.00
Municipal Budget Share for Distribution	-\$13,370.00

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES					
2020	2019		2018		Municipal Nutrition Contribution
	# Meals Served	Contributions	# Meals	Contributions	
Jurisdiction					
Carbondale	1,342	\$ 1,526.41	1,267	\$ 497.67	\$0.00
Glenwood Springs	4,111	\$ 4,763.72	4,041	\$ 1,587.28	\$0.00
New Castle	719	\$ 902.81	743	\$ 291.85	\$0.00
Silt	2,418	\$ 3,046.67	2,080	\$ 817.01	\$0.00
Parachute	-	\$ -	-	\$ -	\$0.00
Rifle	7,157	\$ 9,739.00	8,301	\$ 3,260.59	\$0.00
Municipal Total Garfield County Parachute	15,747	\$ 19,978.60	16,432	\$ 6,454.40	\$0.00
Grand Total	18,937	3,253	2,966	19,398	Based on July 2016 - June 2017
Based on July 2018 - June 2019 Usage					

ATTACHMENT C

2020 SENIOR TRANSPORTATION SERVICES SCHEDULE

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
Glenwood Springs	Monday- Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	2-4
	Tuesday	Meal transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, New Castle, Silt, New Castle & Rifle	8 a.m. – 5 p.m.	1
	Friday	Meal transportation	11 a.m. – 2 p.m.	1
Carbondale	Monday – Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation and local shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
Rifle	Monday	Customer transportation	8 a.m. – 5 p.m.	2
	Tuesday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	Wednesday	Customer transportation/ Shopping	8 a.m. – 5 p.m.	3-4
	Thursday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt and New Castle	8 a.m. – 5 p.m.	2-3
	Thursday	Battlement Mesa to	8 a.m. – 5 p.m.	1

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
		Carbondale with stops in Glenwood, Silt, New Castle and Rifle		
	Friday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
Battlement Mesa	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Tuesday	Shopping day in Rifle	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/Local transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, and Glenwood Springs	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa	8 a.m. – 5 p.m.	1
Silt	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Rifle	8 a.m. – 5 p.m.	1
New Castle	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Monday	Meal transportation/shopping	11 a.m. – 4:00 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Silt, Rifle	8 a.m. – 5 p.m.	1

ATTACHMENT D

**2020 TRANSPORTATION BUDGET
AND COST METHODOLOGY**

Cost Methodology—2020

Transportation Budget	Annual		
Wages	\$ 25,948.00		Staff: 32% Manager
Employee Benefits	\$ 15,318.00		7% Prog Coordinator
Prof Oth - County Attorney Contr	\$ 500.00		
Language Translation	\$ 200.00		
Communication	\$ 600.00		
Printing and Binding	\$ 200.00		
Travel	\$ 500.00		
Training	\$ 200.00		
Office Supplies	\$ 200.00		
Computer Supplies	\$ 200.00		
Freight, Postage, Delivery	\$ 400.00		
Total County Expenses	\$ 44,266.00		
RFTA	\$ 746,880.00	Projected based on RFTA Actual Expenditures	
MINUS GWS Paratransit	\$ 30,000.00		
Total RFTA Expenses	\$ 716,880.00		
Total Expenses	\$ 761,146.00		
Less Program Income	\$ 32,000.00		
Less CSBG	\$ 52,941.00		
Total G/P Income	\$ 84,941.00		
Less 50% County Share	\$ 380,573.00		
Total County Share	\$ 380,573.00		
Total Revenue	\$ 465,514.00		
Total Expenses	\$ 761,146.00		
Income less expenses	\$ 295,632.00		
Municipal Budget Share	\$ 295,632.00		
for Distribution			

Jurisdiction	# of Rides Provided	Percent of Total	Municipal Transportation Contribution	2019		2018	
				# Rides	Contributions	# Rides	Contributions
Carbondale*	732	7.69%	\$22,731.37	248	\$7,572.94	186	\$5,384.18
Glenwood Springs*	3,822	40.15%	\$118,687.55	3,827	\$116,861.48	4,321	\$125,080.81
New Castle*	519	5.45%	\$16,116.91	375	\$11,451.02	631	\$18,265.68
Silt	145	1.52%	\$4,502.80	394	\$12,031.21	366	\$10,594.67
Parachute	-	0.00%	-	-	\$0.00	-	\$0.00
Rifle	4,302	45.19%	\$133,593.37	3,865	\$118,021.85	3,765	\$108,986.17
MUNICIPAL TOTAL	9,520	100.00%	\$295,632.00	8,709	\$265,938.50	9,269	\$268,311.50
* RFTA Members							
Rural Garfield County	3,419			3,150		3,272	
Mt. Valley	4,364			2,608		2,939	
Parachute	-			-		-	
Total	17,303			14,467		15,480	

**INTERGOVERNMENTAL AGREEMENT
FOR GARFIELD COUNTY SENIOR PROGRAMS
TRAVELER SERVICES - 2020**

This Intergovernmental Agreement is made by and between the **Garfield County Board of County Commissioners, State of Colorado**, a statutory county (“BOCC”), sitting as the BOCC and as the **Board of Social Services**, and the **Roaring Fork Transportation Authority**, a regional transportation authority (“RFTA”), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Senior Programs for calendar year 2020 (the “IGA” or “Agreement”). This Agreement is effective as of January 1, 2020.

RECITALS

- A. The BOCC and RFTA, collectively, the “Parties,” are authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens and persons with disabilities of Garfield County (“the 9-Party IGA”). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party’s annual agreement to share administrative and operational costs of the Senior Programs meal and transportation services and the methodology by which those costs will be allocated among them (the “MOU”).
- D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Senior Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2020. The 2020 MOU is attached to this Agreement as Attachment No. 2 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2020 transportation services (the “2020 MOU”).
- E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services (“DHS”), the contractual management of transportation services for the Senior Programs. (9-Party IGA, ¶ 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by

ensuring proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

- F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages “agencies at all levels of government” to cooperate to administer programs and deliver services to the older population.
- G. The transportation services provides ADA based services to the eligible senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the “Traveler”). The Traveler also provides services that are not within the scope this IGA.
- H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens in 2020 in accordance with the 7-Party IGA and appropriate the 2020 MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2020 regardless of the date signed and shall terminate on December 31, 2020.
4. Transportation Services Provided. The transportation services funded by this Agreement are wheel chair accessible, curb to curb, driver assisted transportation services to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”). The Traveler also serves citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County and to the City of Grand Junction. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA’s boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance.

5. Contract Amount. The amount to be paid by the BOCC to RFTA in 2020 for the provision of the services contemplated by this Agreement is **Five Hundred Fifty-Nine Thousand, Three Hundred Forty-Four Dollars and 17/100 (\$559,344.17)**. This amount is based upon RFTA's estimated cost to provide the services in 2020 less amounts received by RFTA from other sources who utilize the Traveler bus system and less the cost to provide such services to the Town of Carbondale, the City of Glenwood Springs and the Town of New Castle, each of which is a member of RFTA.

- a. RFTA's Estimated Cost. The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2020, RFTA estimates that its cost to provide these services is **\$746,880.00**.
- b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2020.
- c. RFTA Member Jurisdictions. The cost to provide senior transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth the 2020 MOU, to which both the BOCC and RFTA are parties. For 2020, the total transportation cost attributable to these member jurisdictions pursuant to the applicable methodology **\$157,535.83**.

6. RFTA Responsibilities. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:

- a. Transportation Services. RFTA shall provide and administer the transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - E thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon and a Holiday show.
- b. Vehicle Inventory. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).
- c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the

vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.

- d. Vehicle Transfer. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.
- e. Communication System. RFTA shall continue to utilize its communication system for Traveler services.
- f. Donations and Contributions. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4. .
- g. Functional Assessment Assistance. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process outlined in Paragraph 7(b) as requested by the Senior Programs Manager.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS on a monthly basis. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.
- i. Annual Reconciliation Report. In addition to the monthly reports, on or before January 31, 2021, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2020 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.
- j. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested RFTA will provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.

- k. Claim Notification. RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any accident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15, and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1.
 - l. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
 - m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2020 MOU.
7. BOCC Responsibilities. In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:
- a. Compensation. For calendar year 2020, the BOCC shall pay RFTA the amount set forth in paragraph 5 (\$559,344.17) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of \$46,612.01 beginning no later than February 26, 2020 and each 10th day of the month thereafter during the 2020 term of this IGA.
 - b. Functional Assessment Evaluations. The BOCC agrees to assign a qualified DHS staff member to perform functional assessments of those individuals who wish to apply for Traveler services. The selected staff member may be the Senior Programs Manager identified in paragraph 15 (“Senior Programs Manager”) or her designees and must be certified to determine eligibility for service. RFTA and DHS agree to use the same assessment instrument and to utilize the following process:
 - (1) RFTA will notify the DHS Manager of every potential new client either presumed to be eligible for transportation services.
 - (2) The DHS Manager will send an application to the self-identified potential Traveler client.
 - (3) Upon receipt of a completed application, the DHS Manager or designees will schedule and complete the functional assessment.

(4) RFTA Supervisor and the DHS Manager will participate in scheduling a vehicle for use during the assessment.

(5) Certified RFTA staff will be available to schedule and complete assessments in conjunction with the DHS Manager.

- c. Training Assistance. The BOCC will make appropriate DHS personnel available to train Traveler staff, drivers, and volunteers with respect to the appropriate skills and sensitivities necessary to serve older and disabled adult passengers.
- d. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with paragraph 6(l).
- f. Bilingual Literature. The BOCC agrees to provide written information regarding the services provide for distribution by the Traveler in both English and Spanish.
- g. Fuel Access. The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County's gas fueling system. All fuel costs will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).

8. Termination. Either Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).

9. Indemnification. To the extent permitted by law, the Parties shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit or award of damages, to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-101, *et seq.*

10. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

11. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

12. Amendment and Assignment. This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.

13. Facsimiles and Counterparts. This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

14. Notice and Identity of Administrators and Contact Persons. Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.

Notice to RFTA: Dan Blankenship, Chief Executive Officer
Administrator Roaring Fork Transportation Authority
Contact Person 2307 Wulfsohn Road
 Glenwood Springs, CO 81601
 Phone: (970) 384-4981
 Fax: (970) 945-7386
 E-mail: dblankenship@rfta.com

Notice to BOCC: Sharon Longhurst-Pritt, DHS Director
Administrator 195 West 14th Street
 Rifle, CO 81650
 Phone: (970) 625-5282, Ext 3265
 Fax: (970) 625-0927
 E-mail: spritt@garfield-county.com

Contact Person
For BOCC:

Judy Martin, Senior Programs Manager
195 West 14th Street
Rifle, CO 81650
Phone: (970) 945-9191, ext. 3061
Fax: (970) 928-0465
E-mail: jumartin@garfield-county.com

15. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

16. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action pursuant to this IGA shall lie in Garfield County, Colorado.

IN WITNESS WHEREOF, the Parties have executed triplicate originals of this IGA to be effective on the date of the last signature set forth below.

ATTEST:


DEPUTY Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

By: 
Jan 20 2020, Chair

ATTEST:

Clerk to the RFTA Board of Directors

**ROARING FORK TRANSPORTATION
AUTHORITY**

By: _____
_____, Chair

INDEX OF ATTACHMENTS

Attachment No. 1: 2020 RFTA Scope of Services

Exhibit A: 2020 Vehicle Inventory

Exhibit B: 2020 Senior Transportation Schedule

Exhibit C: 2020 County Holidays

Attachment No. 2: 2020 7-Party Memorandum of Understanding

Attachment No. 1 to Traveler IGA 2020

RFTA SCOPE OF SERVICES

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2020 Vehicle Inventory and Current Traveler Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

2. Services Provided. RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:

- a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month to the City of Grand Junction for medical-related appointments.
- b. Maintain the Traveler schedule including days of the week (currently 5 days a week), excluding Garfield County Holidays (see Exhibit C), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).
- c. Deliver meals from the Valley View Hospital kitchen to the East Garfield meal sites, excluding Sunnyside Retirement Center, and from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicles.
- d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules and regulations.
- e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.
- f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.

- g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.
 - h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.
 - i. Carry out Traveler operations in accordance with applicable federal, state and local rules, regulations, statutes, laws, and policies and procedures.
 - j. Discuss any major purchase, e.g. communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.
 - k. Maintain the confidentiality of all users of the Traveler.
 - l. Participate in the Garfield Emergency Operations when necessary.
3. Vehicles: RFTA shall:
- a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.
 - b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a "loss payee" or "additional insured," as appropriate, along with the lien holders identified on the vehicle titles or registrations.
 - c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2020.
 - d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.
4. Collection of Revenue: RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services, and shall not deny services if a passenger cannot contribute. RFTA shall collect any fares from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

5. Service Reports and Audit: RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10th of the following month. The report will include the following information:

- the actual route hours and miles incurred
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Para-transit, Assisted, Lift Ride or Wheelchair.
- the number of trips denied and the reasons denied
- the use of a waiting list, if a list is required
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly.
- amount of program income received from Traveler ridership
- number of persons with disabilities who are not senior citizens utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month.

6. Passenger Complaints. Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.

7. Traveler Drivers: RFTA shall ensure that all Traveler drivers comply with all local, state and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:

- a. Drivers shall present a neat, clean, hygienic and professional appearance at all times.
- b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
- c. The cleanliness and appearance of the interior and exterior of each van.

EXHIBIT "A"
2020 TRAVLER VEHICLE INVENTORY

	License Plate	Vehicle Number	Common Staging area	Year	Vehicle Make & Model	# Passengers	VIN	Liability	Access Use
1	799JCI	G3	GWS	2004	Ford E450 SD - Startrans	14	1 FDXE45S33HB90587	X	Lift
2	798JCI	G4	GWS	2005	Ford E350 SD - Startrans	14	1 FDWE35S94HB52403	X	Lift
3	795JCI	G5	ADMIN - GWS	2005	Pontiac Montana AWD PV	5	1GMDX33L85D277432	X	
4	794JCI	G7	ADMIN - RIFLE	2006	Tovota Van -Sienna	5	5TDZA23C16S460666	X	
5	796JCI	G8	GWS	2007	Ford E450 -Senator S II	14	1FDXE45S760B15709	X	Lift
6	377VHC	G11	RIFLE	2009	Ford E 450 SD - StarCraft	14	1FDEE45SX9DA61905	X	Lift
7	378VHC	G12	RIFLE	2009	Ford E350 SD - Goshen Pacer	8	1FDEE35L49DA88564	X	Lift
8	528 RUQ	G14	GWS - CNG	2015	Ford E450 SD - Glaval	14 - 2WC	1FDFE4FS9FDA12107	X	Lift - Rear
9	529 RUQ	G15	GWS - CNG	2015	Ford E450 SD - Glaval	14 - 2WC	1FDF4FS6FDA30502	X	Lift - Rear
10	OHK929	G16	RIFLE	2018	Ford E450 SD - Glaval	14 - 2WC	1FDFE4FS0JDC31000	X	Lift - Rear
11	OHK930	G17	RIFLE	2018	Ford E450 SD - Glaval	14 - 2WC	1FDFE4FS2JDC31001	X	Lift - Rear

EXHIBIT "B"
2020 TRAVELER TRANSPORTATION SCHEDULE

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
Glenwood Springs	Monday- Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	2-4
	Tuesday	Meal transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, New Castle, Silt, New Castle & Rifle	8 a.m. – 5 p.m.	1
	Friday	Meal transportation	11 a.m. – 2 p.m.	1
Carbondale	Monday – Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation and local shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
Rifle	Monday	Customer transportation	8 a.m. – 5 p.m.	2
	Tuesday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	Wednesday	Customer transportation/ Shopping	8 a.m. – 5 p.m.	3-4
	Thursday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt and New Castle	8 a.m. – 5 p.m.	2-3

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Friday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
Battlement Mesa	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Tuesday	Shopping day in Rifle	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/Local transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, and Glenwood Springs	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa	8 a.m. – 5 p.m.	1
Silt	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Rifle	8 a.m. – 5 p.m.	1
New Castle	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Monday	Meal transportation/shopping	11 a.m. – 4:00 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Silt, Rifle	8 a.m. – 5 p.m.	1

EXHIBIT "C"
2020 GARFIELD COUNTY HOLIDAY SCHEDULE

Wednesday, January 1st – New Year's Day
Monday, February 17th – President's Day
Monday, May 25th – Memorial Day
Friday, July 3rd – Independence Day
Monday, September 7th – Labor Day
Wednesday, November 11th – Veteran's Day
Thursday, November 26th – Thanksgiving Day
Friday, November 27th – Post Thanksgiving Day
Thursday, December 24th – Christmas Eve Day
Friday, December 25th – Christmas Day

Attachment No. 2 to Traveler IGA 2020

7-Party Memorandum of Understanding 2020

**TOWN OF SILT
RESOLUTION NO. 15
SERIES OF 2020**

A RESOLUTION APPROVING RENEWAL OF THE SCHLEIN/ELLISON SPECIAL USE PERMIT TO ALLOW FOR AN UPPER LEVEL APARTMENT IN AN EXISTING BUILDING LOCATED AT 602 MAIN STREET, OTHERWISE KNOWN AS LOTS 11 AND 12, BLOCK 17, ORIGINAL TOWNSITE, WITHIN THE TOWN OF SILT, COLORADO

WHEREAS, the applicants and land owners, Martin Schlein and Susan Ellison, of 4474 County Road 100, Carbondale, CO 81623, submitted an application for a special use permit (“Application”) on or about October 26, 2011, requesting that they be allowed to convert a 2nd level commercial unit (east quadrant) into a residential dwelling unit, such building located at 602 Main Street, otherwise known as Lots 11 and 12, Block 17, Original Townsite (“Property”), within the Town of Silt, Colorado (“Town”); and

WHEREAS, Town staff processed the Application and forwarded the Application as well as staff comments about the Application in various memoranda to the Town Planning and Zoning Commission (“Commission”); and

WHEREAS, the Commission reviewed and discussed the Application at its regular meeting on December 6, 2011; and

WHEREAS, the Commission recommended to the Board of Trustees (“Board”) that the request be granted and that a special use permit be issued with conditions as stated in the staff report; and

WHEREAS, the Board held a public hearing concerning the approval of the Application and special use permit at the Board’s regularly scheduled meeting on January 9, 2012; and

WHEREAS, upon proper consideration and review of the Schlein/Ellison Special Use Permit renewal request, the Board has determined that renewal of the Schlein/Ellison Special Use Permit is in the best interests of the Town and its residents; and

WHEREAS, the Board finds that the requirements of Silt Municipal Code Chapters 17.78 and other sections have been met substantially by the Applicants and that the Schlein/Ellison special use permit should be renewed.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT the Schlein/Ellison Special Use Permit is hereby renewed for a residential dwelling unit in the eastern quadrant on the 2nd Floor of the building located at 602 Main Street, otherwise known as

Lots 11 and 12, Block 17 within the Town of Silt, Colorado (“Town”) subject to the following conditions:

- 1) That all statements made by Mr. Schlein and Ms. Ellison, both in the application and in meetings before the Planning and Zoning Commission and the Board of Trustees, be considered conditions of approval, unless modified in the following conditions;
- 2) That the Schlein/Ellison Special Use Permit (SUP) be in effect for a period of two (2) years from the date of renewal, if not terminated sooner by the Board of Trustees for cause related to the improper use of the residential unit, failure to maintain the entire building and its property, failure of owner/tenants to pay utility bills owed to Town, or any condition of the 2011 Special Use Permit;
- 3) That Mr. Schlein and Ms. Ellison (or their heirs, successors, or assigns), if they wish to continue utilizing the unit for residential purposes, submit a written request to the Board of Trustees, to be considered by the Board of Trustees in a regular meeting, not fewer than twenty (20) days prior to the end date of the SUP. Such written request must state the reason for the SUP extension request. The applicants (or their heirs, successors, or assigns) shall be in good standing with the Town with regards to payment of utility bills and maintenance of the property;
- 4) That the Board of Trustees review the Schlein/Ellison Special Use Permit every two (2) years after renewal of such special use permit and continuing thereafter until or unless such residential use is discontinued;
- 5) That the residential unit have no outward appearance of such residential use, either visible from Main Street or from 6th Street;
- 6) That Mr. Schlein and Ms. Ellison pay all fees related to the Town’s renewal of the Schlein/Ellison Special Use Permit, including but not limited to actual public notification costs, copying and printing costs, and administrative fees.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 10th day of February, 2020.

ATTEST:

TOWN OF SILT

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

SUSY ELLISON & MARTY SCHLEIN
4474 COUNTY ROAD 100
CARBONDALE, CO 81623
sellison@sopris.net
970-963-0463

January 30, 2020

To: Silt Community Development Department

Re: Request to extend Special Use Permit for 602 Main St., Silt CO

We are requesting an extension of the Special Use Permit for our property at 602 Main Street that was granted in 2011. Since completion of the remodel of one of the upstairs units and its conversion from a commercial unit to a residential unit, we have been able to find long-term renters. An extension of our Special Use Permit for this unit would enable us to continue this successful rental situation.

Please do not hesitate to contact us if you have any questions regarding this rental property.

Sincerely,



Susy Ellison



Marty Schlein

TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING

February 4, 2020

AGENDA ITEM SUMMARY

SUBJECT: Regional Elected Officials Transportation, Housing and Jobs Summit

PROCEDURE: Information

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This roundtable will be a good opportunity for local elected officials to share thoughts, ideas and challenges with others struggling with the same, different or related issues pertaining to transportation, housing and jobs. The goal is to instill an understanding of each community's needs and provide a springboard, if appropriate, for working together to solve community concerns.

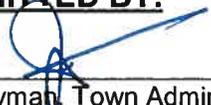
Rifle Assistant City Manager Nathan Lindquist is preparing a presentation that describes the efforts and challenges of communities in the Colorado River Valley. We have attached it here and would encourage Trustees to review it and provide feedback at the meeting, if appropriate.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Rifle Assistant City Manager
Nathan Lindquist

DOCUMENTS ATTACHED: Announcement
DRAFT Power Point

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

Transportation, Housing, and Jobs: Connecting the Dots in a Changing Region
A Summit for Elected Officials in the in the Roaring Fork & Colorado River Valleys

March 12, 2020 // 11:30 – 4:30
Morgridge Commons, Glenwood Springs, CO

Join other local officials in the Roaring Fork and Colorado River Valley's to discuss the region's economy, housing market, and transportation system, and the connections between them.

Draft Agenda

- 11:30 AM Networking Lunch**
- 12:00 PM Welcome, Introductions and Opening Remarks**
Following a brief welcome and round of introductions, we'll hear opening remarks from Rick Garcia, Director of the Colorado Department of Local Affairs, and Shoshana Lew, Director of the Colorado Department of Transportation.
- 12:30 PM Connecting the Dots: Challenges and Opportunities in a Changing Region**
The Roaring Fork and Colorado River Valleys continue to grow and change. What does that change look like? What does it mean for communities as well as the region's economy, housing market and transportation systems? This session explores the trends and issues shaping the region and connections between them.
- 1:45 PM Break (15 min)**
- 2:00 PM The View from Here: Local Perspectives on Regional Issues**
Building on the previous discussion, small groups will work together to clarify and understand how broader market, economic and demographic forces shaping the region play out in different communities. After the small group table exercises, we'll come together for a full group discussion and debrief.
- 3:00 PM Break (15 min)**
- 3:15 PM Progress, Possibility and the Road Ahead**
We conclude with a forward-looking discussion about how we respond to the challenges and opportunities in front of us. After a presentation and panel discussion, we'll break into groups to discuss how best to respond to key needs and opportunities within the region. We'll wrap-up with a full group debrief of the ideas from the small group discussions and then discuss where we go from here.
- 4:30 PM Wrap-up and Closing Remarks**

We are here to talk about two upcoming opportunities that involve communities in our region.

1. CRAFT 101 Grant

Spring 2020: State of Colorado (OEDIT)

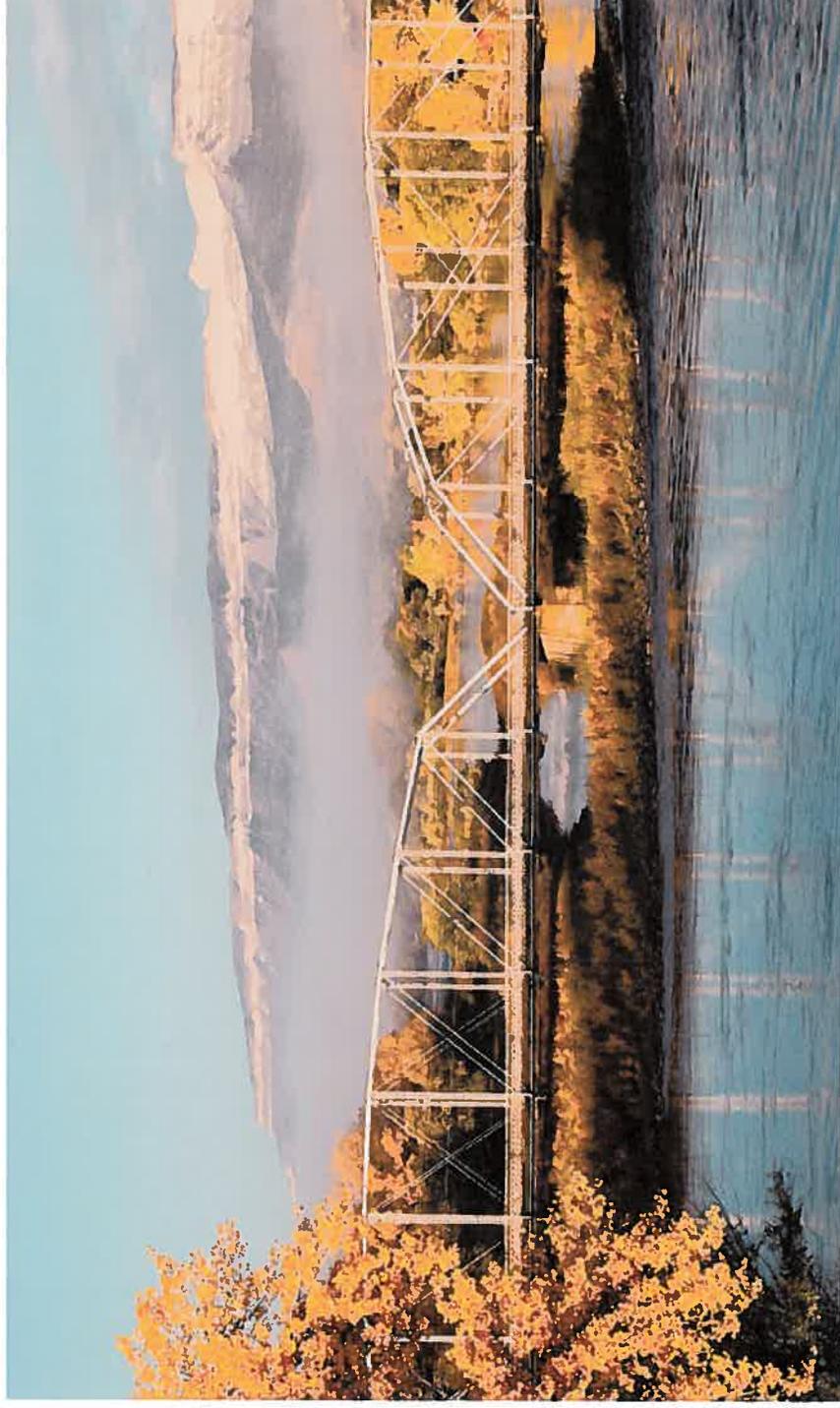
2. Transportation, Jobs and Housing Summit for Elected Officials

Thursday March 12th in Glenwood Springs

CRAFT 101 grant

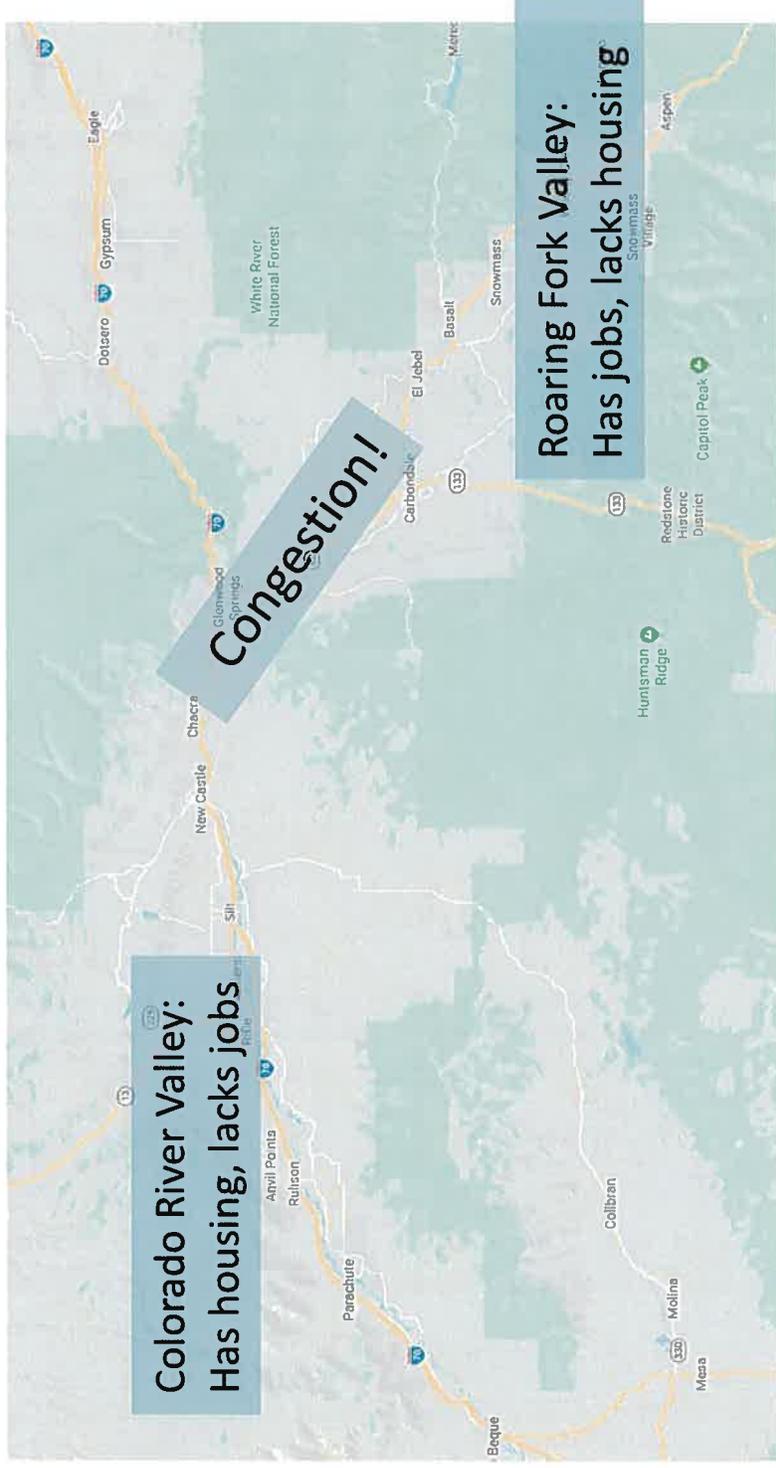
- New branding as the Colorado River Valley region
- Tourism promotion of scenic natural areas and in-town amenities
- awarded to Town of Parachute on behalf of the region

Colorado River and Historic Bridge



March 12th Elected Officials Forum on Transportation, Housing, and Jobs

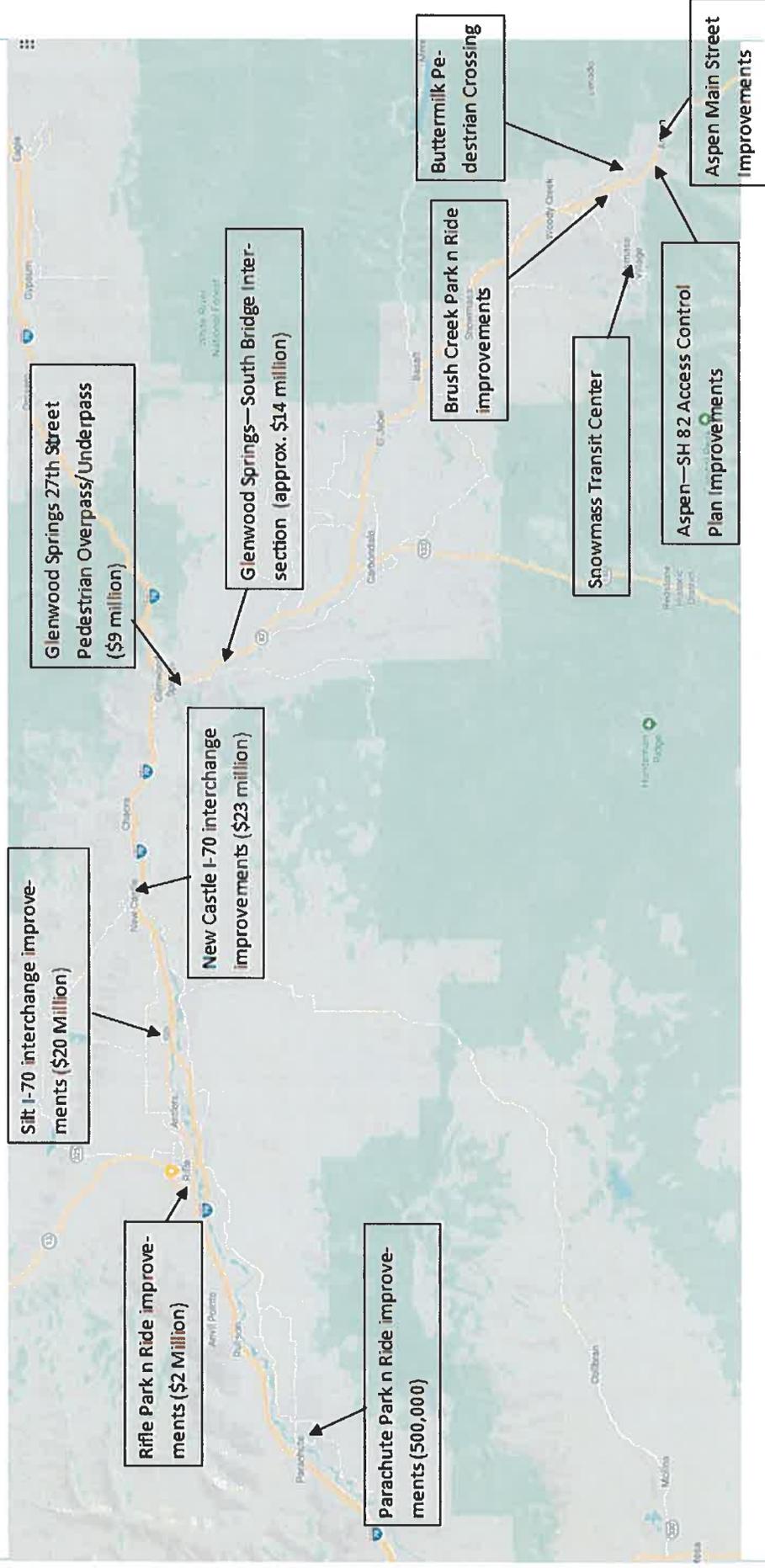
Regional Context (in very simplified form)



Emerging “job nodes” in Rifle and Glenwood Springs. But are current trend sustainable if the region continues to grow?

CDOT 10-Year Plan: Project Priorities Map

Current funding is \$11 million/year for five county region



A scan of current efforts on economic diversity in the Colorado River Valley

- a) Colorado River Valley Branding and Tourism (CRAFT 101)
- b) Building off of Economic Anchors
- c) Business attraction and retention programs
- d) Downtown Revitalization
- e) Trails
- f) Colorado River improvements
- g) What else?

A Scan of Colorado River Valley Challenges

- bedroom community economics: low tax bases/high tax rates
- Infrastructure issues, legacy of booms and busts
- Concern over oil and gas-related funding streams (property tax revenue, DOLA grants, FMLD grants)
- What else?



Regional Housing Coalition

Info from KT earlier in the show

Best Practices for Transportation/Land Use to reduce congestion

- co-locate housing and jobs
- Build housing near transit stops
- Work with schools/institutions on new facility locations
- Look at CDOT planning efforts, priorities, procedures, phasing, traffic signal requirements, etc
- realize that unless voters approve more taxes CDOT lacks the funds to build our way out of this...so....lets get creative!
- Ask DOLA how they can help with housing and economic diversity efforts as mineral lease/severance revenue declines
- What else?

2. Background Information: Efforts to build Economic Diversity in the Colorado River Valley (DRAFT)

B. Economic Anchors

1. Garfield County Airport/Center for Excellence
2. Grand River Hospital District expansions
3. Opportunity Zones in Silt and Glenwood Springs
4. Rifle Energy Innovation Center (Industrial/Business Park)
5. Tourism improvements at Garfield County Fairgrounds/Ute Theater
6. What else?

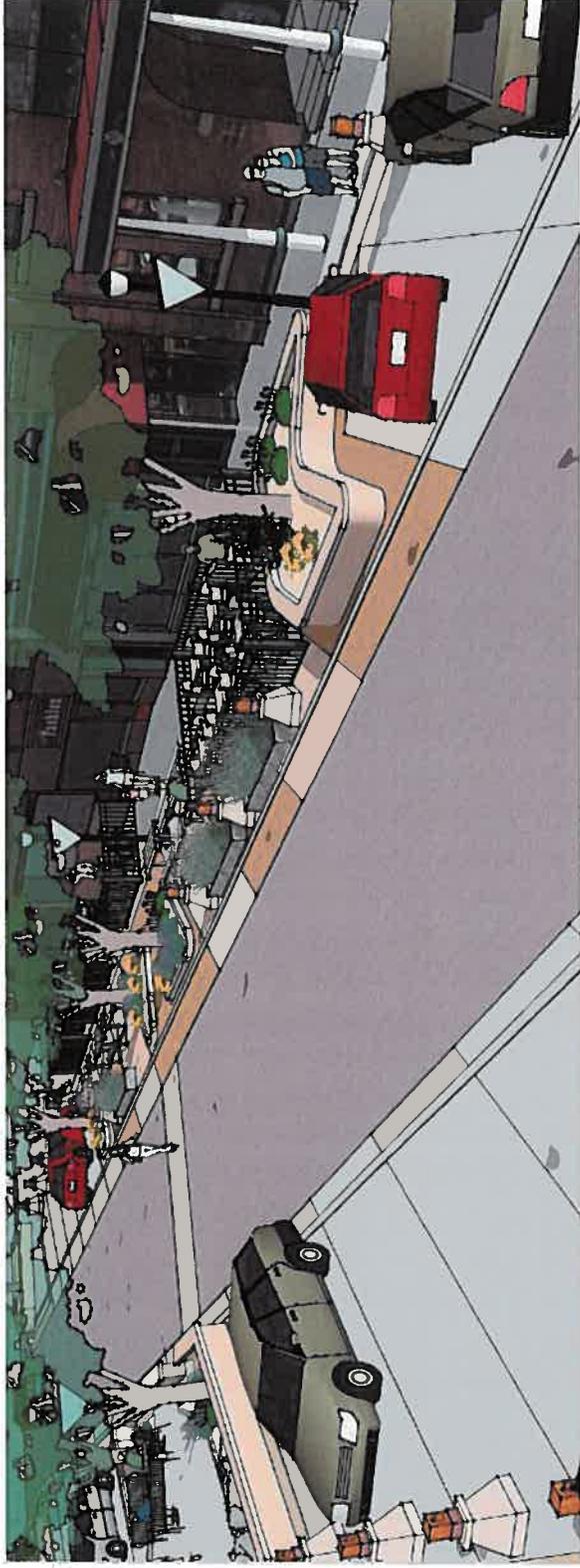
C. Business Attraction and Retention Programs

- Rifle Regional Economic Development Corporation (RREDC):
business attraction, CoWork, and SBDC coordination
- Western Garfield County Chamber of Commerce networking,
events, and business retention programs

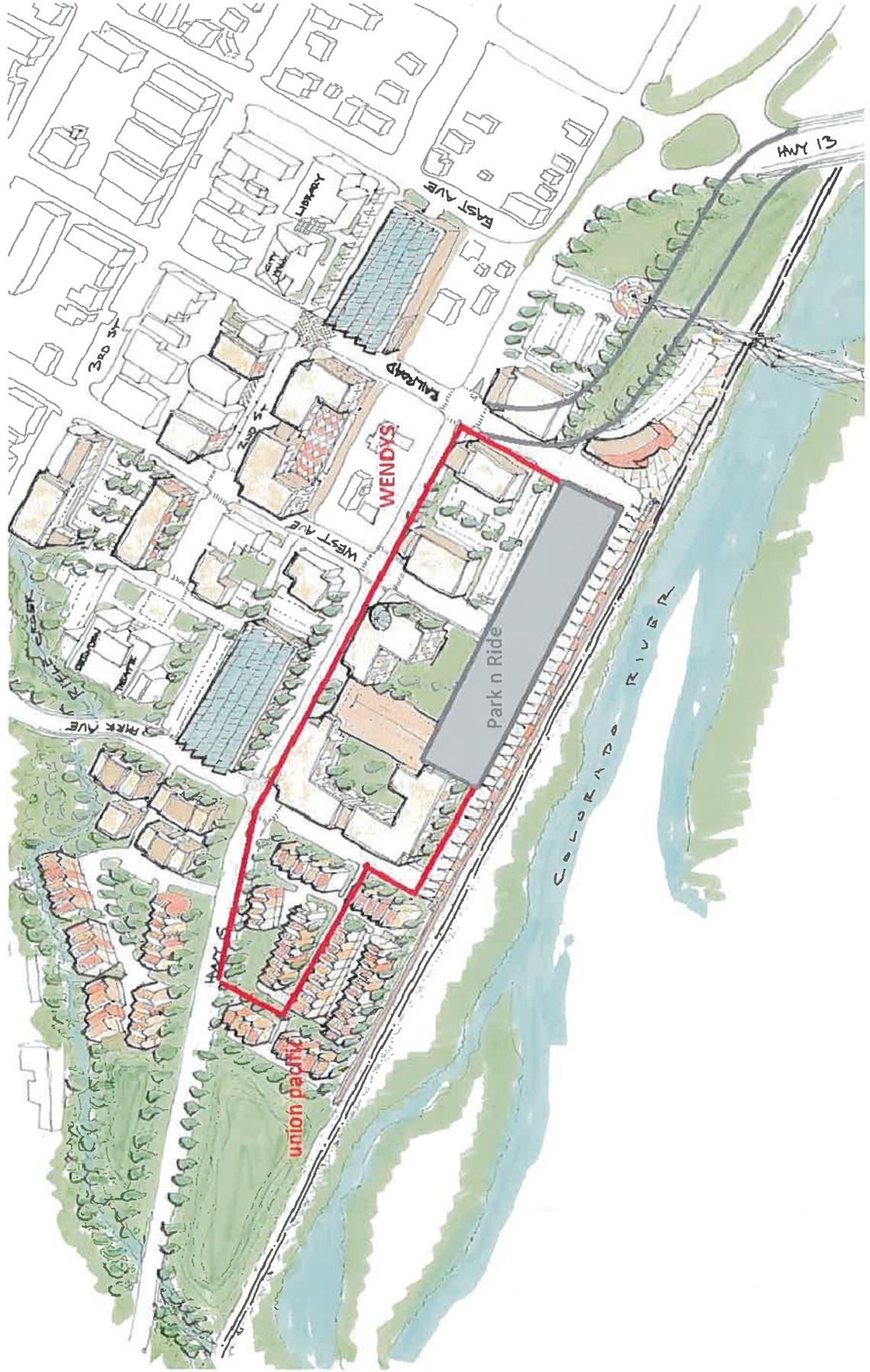
D. Downtown Revitalization

1. Silt – downtown success story (need pictures)
2. New Castle – downtown success story (need pictures)
3. Rifle – downtown improvements underway (see next slides)
4. Parachute – need pictures of downtown vision

Rifle: 3rd Street and Railroad Avenue reconstruction 2021 Project



Rifle Park n Ride relocation

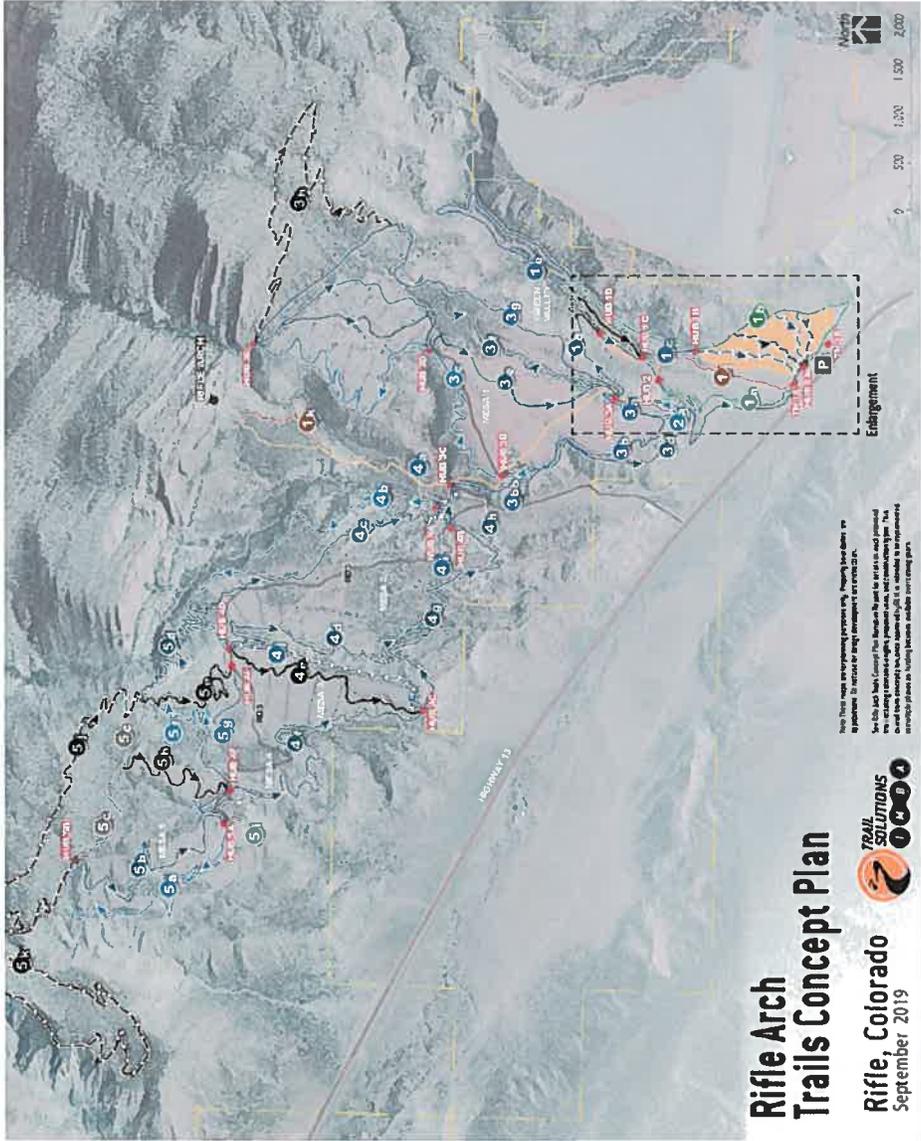


E. Trails

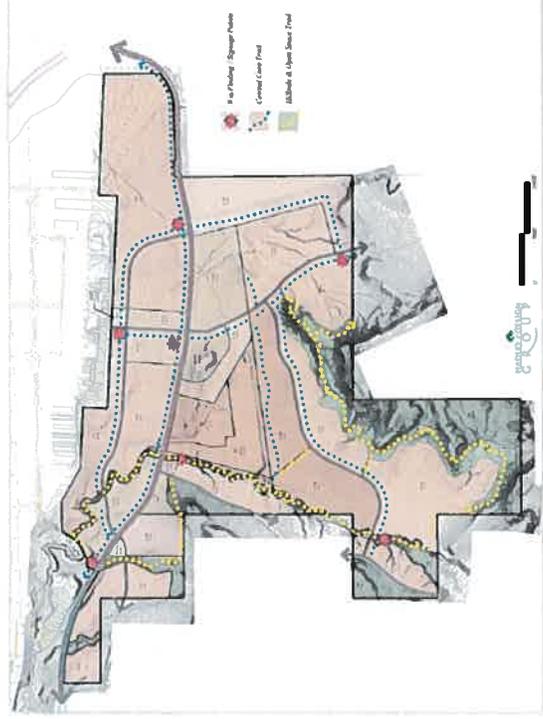
1. New Castle – need pictures of LOVA trail, in-town trails, BLM trails
2. Parachute – need pictures of proposed hiking/biking area
3. Silt – need pictures of Silt River Preserve and Silt Island Park trails
4. Rifle – see below

Rifle is working on 20+ miles of trails in three areas.

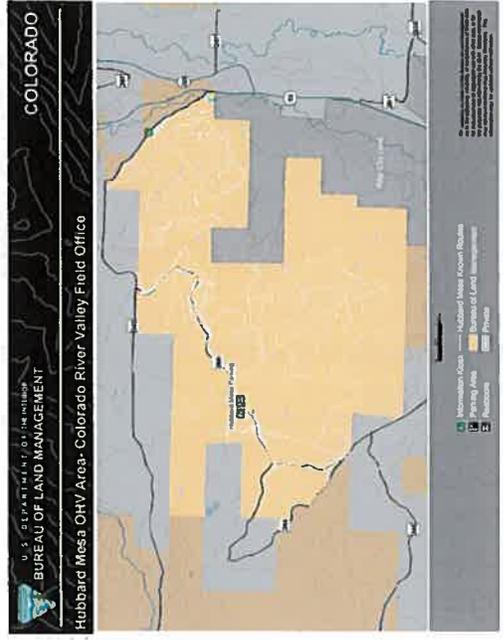
Grand Hogback Trails near Rifle Arch



CMC and Airpark Trails

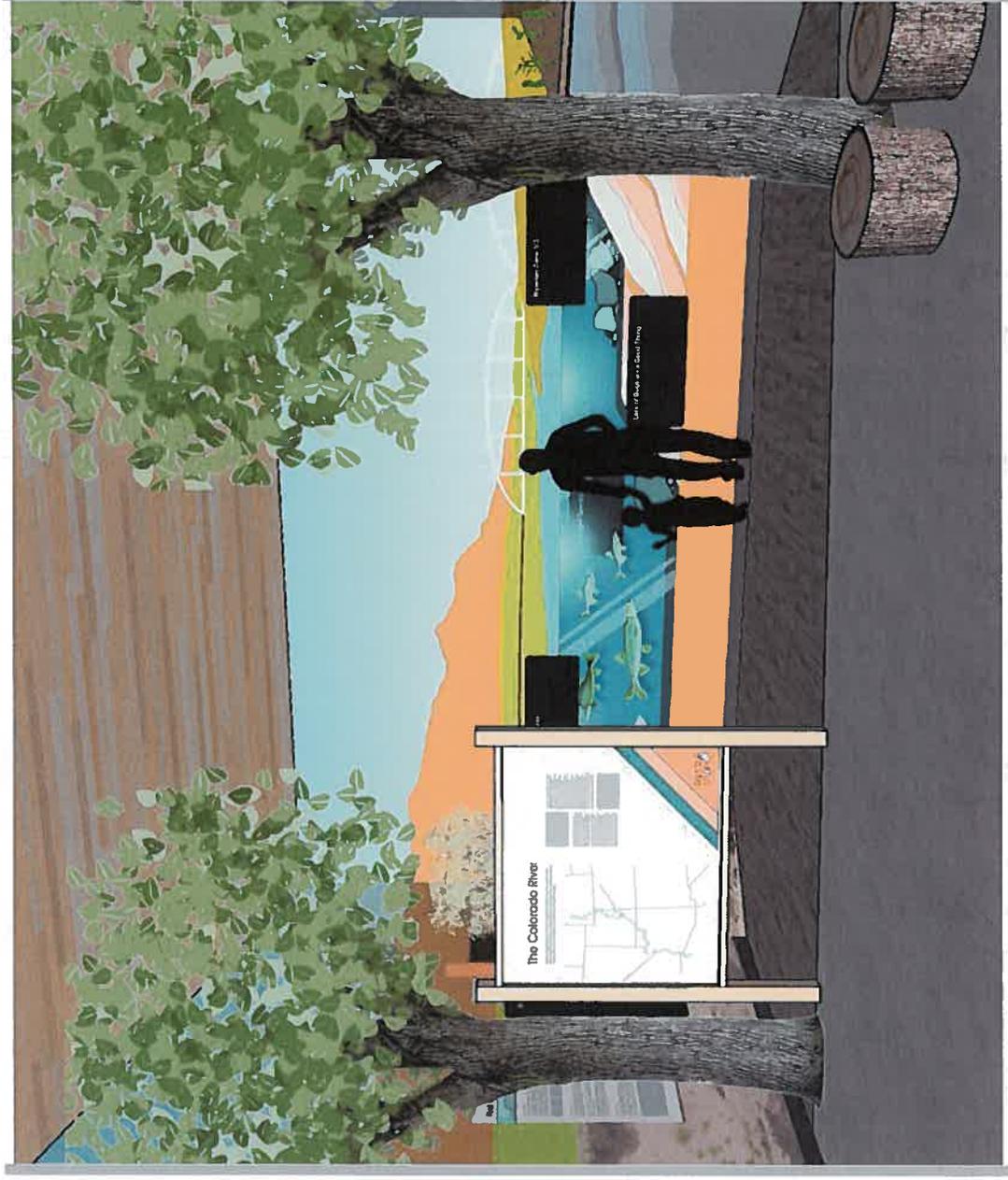


North Rifle – Middle Kingdom



F. Colorado River Projects

- Parachute: river area and future island parks
- Silt:
 - ✓ Parks Master Plan
 - ✓ Silt Island Park improvements
 - ✓ Silt River Preserve – new trail, Highwater Farm, and rehabilitation projects
- Rifle: vision for river area and historic bridge
- Middle CO Watershed Council: river mapping and strategic planning



3. Background Information:

**A Scan of current efforts to address
transportation and congestion
(DRAFT)**

Region 3 IMTPR – 10-Year Project Priority list for 5-County Region

<p>Region 3 IMTPR Project Priority List (Summit, Eagle, Lake, Pitkin, and Garfield Counties) - January 2020</p> <p>Total CDOT funding for IMTPR projects is approximately \$200 million over 10 years. This includes funding for highway projects, multimodal projects, and interstate projects of statewide concern like the West Vail Pass auxiliary lanes. This leaves approximately \$11 million per year for other projects in the 5-county region, listed below .</p>
<p>(projects are not listed by CDOT's priority)</p>
<p>I-70 Corridor Highway Projects (Silverthorne to Parachute)</p>
<p>West Vail Pass Auxillary Lanes (\$60-70 million)</p>
<p>I-70 Dowd Canyon Capacity and Safety Improvements (near Hwy 24/Minturn exit)</p>
<p>Frisco I-70 Exit 203 Interchange Improvements</p>
<p>Silt I-70 Exit 97 Interchange Improvements</p>
<p>Frisco to Silverthorne - I-70 Eastbound Auxiliary Lane</p>
<p>New Castle I-70 Exit 105 Interchange Improvements</p>
<p>Silverthorne / Dillon I-70 Exit 205 Interchange Improvements</p>
<p>Cottonwood Pass - I-70 Bypass around Glenwood Canyon</p>
<p>EagleCounty/Vail Airport - new I-70 Interchange and Intermodal Connector</p>
<p>I-70 Corridor Multimodal Projects (Silverthorne to Parachute)</p>
<p>LOVA Trail</p>
<p>Vail Intermodal Site</p>
<p>Parachute Park-n-Ride</p>
<p>Eagle County Interchange Park-n-Rides / Transit Center</p>
<p>Rifle Park-n-Ride</p>
<p>Eagle County Lake Creek Apartments Multi-Use Transit Center</p>
<p>Eagle Valley Trail - Complete Missing Links</p>
<p>Breckenridge Multimodal</p>

Region 3 IMTPR – 10-Year Project Priority list (continued)

Hwy 82 Projects (highway and multimodal) (Aspen to Glenwood)
Glenwood Springs South Bridge Project
Aspen Main Street Improvements
SH 82 Access Control Plan Improvements in Aspen
SH 82 and 27th Street Intersection Pedestrian Improvements
Snowmass Transit Center
Buttermilk Pedestrian Crossing
SH 82 / Midland Avenue Underpass
Brush Creek Park-n-Ride
Hwy 24 Corridor (highway and multimodal) (Minturn to Leadville)
SH 24 Minturn to Tennessee Pass Improvements
US 24: Leadville
SH 24 Passing Lane on South Side of Tennessee Pass
Leadville North Park-n-Ride
Acquisition of Tennessee Pass Rail Corridor
Leadville Bus Shelters

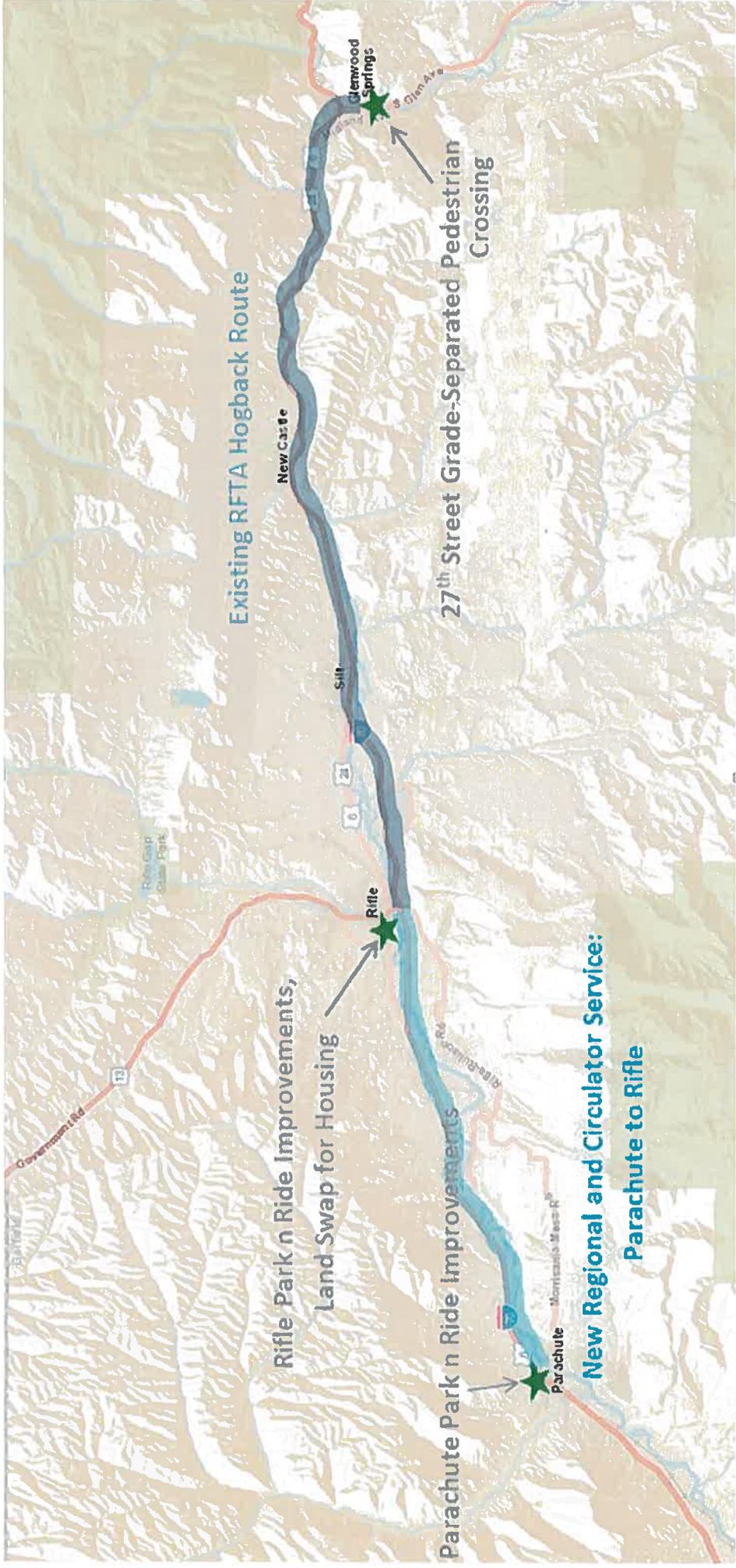
Congestion reduction efforts in Roaring Fork Valley

- Glenwood Springs/RFTA Congestion Study
- South Bridge
- 27th Street pedestrian overpass
- Other RFTA/upvalley transit projects?
- Other transportation projects worth noting?

New Castle and Silt I-70 interchange improvements for safety

- Need pictures

Parachute Area Transit System (PATS), improved Parachute Park n Ride



Rifle: Centennial Parkway beautification and bus stop improvements, need Park n Ride expansion

BEFORE



AFTER



2. A Scan of current efforts on Housing (DRAFT) need more info.....

Regional Housing Coalition

- Regional Housing Study completed in 2019
- Ongoing efforts to organize
- Notable housing projects (Rifle and New Castle senior housing, for example)
- What else?



**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
February 3, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Second reading of Ordinance No. 2, Series 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING SECTIONS OF CHAPTER 5.25 RELATED TO THE TOWN OF SILT LIQUOR CODE

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

RECOMMENDATION: No changes have been made since first reading and staff recommends approval of second reading of Ordinance No. 2.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The State Liquor Enforcement Division has changed where the liquor code is now located within the State Statutes. They have moved it in its entirety from Title 12 to Title 44. This ordinance reflects those updates where they are referenced within our code. Staff has also taken this opportunity to make some minor changes to the liquor code that address changes in the liquor code as well as items that more accurately reflect how business is conducted during different licensing processes.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Town Clerk McIntyre

DOCUMENTS ATTACHED: Ordinance No. 2, Series 2020 - redline

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk

REVIEWED BY:



Jeff Layman, Town Administrator

TOWN OF SILT
ORDINANCE NO. 2
SERIES OF 202019

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING
SECTIONS OF CHAPTER 5.25 RELATED TO THE TOWN OF SILT
LIQUOR CODE**

WHEREAS, the Board of Trustees ("Board") has the authority pursuant to Section 1-6 of the Town's Home Rule Charter and Colorado Revised Statutes ("C.R.S.") Section 31-15-103 and other laws to enact and enforce ordinances necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such municipality and the inhabitants thereof; and

WHEREAS, the Town of Silt finds it necessary to update the existing liquor code based on changes to Colorado Revised Statutes that now address the State liquor code in it's entirety under a new Title 44; and

WHEREAS, the Board wishes to amend Chapter 5.25 of the Silt Municipal Code to reflect those changes made by Title 44; and

WHEREAS, the liquor code is consistent with the laws of the State of Colorado;
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 Board considered this ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, AS FOLLOWS:

———— Chapter 5.25

Liquor Code

5.25.010 State law applicable.

Title ~~44~~12, ~~Articles 46, 47 and 48~~, C.R.S., and the Rules and Regulations of the Executive Director of the Colorado Department of Revenue, as the State Licensing Authority, with all subsequent supplements thereto, are adopted by the Town. A copy of

these provisions is on file with the Town Clerk and is available for inspection. The above-cited provisions are also available on the internet through the Colorado Department of Revenue website. The above statute and regulations are incorporated and adopted as fully as if set out at length in this Chapter, except as otherwise provided in this Chapter.

5.25.020 Definitions.

A. As used in this Article, unless the context otherwise requires:

Applicant means and includes:

1. If an individual, that person making an application for a license under this Chapter;
2. If a partnership, all the partners of the partnership which are making application for a license under this Chapter;
3. If a corporation, any officer, director, manager or stockholder therein; or
4. If a limited liability company, any member therein.

Hearing Officer means the individual, licensed to practice law in Colorado, appointed by the Town Board, to carry out the duties as required under this Article and other rules, regulations, policies and procedures as may be established.

Land used for school purposes means any land owned by the school district, the state or a private educational institution, and used for the purpose of carrying out the academic, athletic or other programs of the school, college or university, but does not include vacant land owned by such entity or land used solely for maintenance or storage purposes where no student activities are conducted.

License means a grant of a license to dispense or sell fermented malt beverages or malt, vinous or spirituous liquors pursuant to Sections ~~44-3-10112-46-101~~ et seq., ~~44-4-10112-47-101~~ et seq., or ~~44-5-10112-48-101~~ et seq., C.R.S., or 1 C.C.R. §§203-2 and 203-3.

Licensee means a natural, legal person selling malt, vinous and spirituous beverages pursuant to and authorized by a license issued pursuant to Sections ~~44-3-10112-46-101~~ et seq., ~~44-4-10112-47-101~~ et seq., or ~~44-5-10112-48-101~~ et seq., C.R.S., or 1 C.C.R. §§203-2 and 203-3 by the Town and/or the State.

Liquor Licensing Authority means the Town Board or a hearing officer appointed by Town Board by resolution.

Manager or owner/operator means any person who manages or is the owner/operator preparing, serving, selling or otherwise providing alcoholic beverages pursuant to licenses issued therefor. The *manager or owner/ operator* shall not include persons who sell, serve or dispense alcoholic beverages in the capacity of volunteer, or persons employed as clerks or checkout persons in an establishment licensed as a retail liquor store.

Person means and includes a natural person, partnership, association, company, corporation, limited liability company, organization or manager, agent, servant, officer or employee of any of them.

Personal identifying Information means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, or routing code.

Server means any person who is employed by a licensee to prepare, serve, sell or otherwise provide alcoholic beverages pursuant to the licensee's license. *Server* shall not include persons who sell, serve or dispense alcoholic beverages in the capacity of volunteer, or persons employed as clerks or checkout persons in an establishment licensed as a retail liquor store or ~~3.2 beer~~ retail store.

Special events permits statute means Section ~~44-5-101~~~~42-48-101~~ et seq., C.R.S.

Tastings means the sampling of malt, vinous, or spirituous liquors that may occur on the premises of a retail liquor establishment licensee by adult patrons of the licensee pursuant to the provisions of C.R.S. Section ~~44-3-301(10)~~~~42-47-301(10)~~. (Prior Code ~~5-25.010 Ord. 01-08 Sec.1 (part))~~)

B. All other words and phrases used in this Chapter shall have the meanings attached by the state statutes regulating the sale of liquor and fermented malt beverages, or if not otherwise defined by law, are used in their common, ordinary and accepted sense and meaning.

5.25.030 Designation of Liquor Licensing Authority and duties of Town Clerk.

The Town Clerk shall assist the Liquor Licensing Authority by receiving all applications, coordinating with other Town officers and departments when relevant,

scheduling and noticing required public hearings and exercising his or her discretion in forwarding renewals, change of ownership, special event permits, change of manager notices and temporary licenses/ permits to the Liquor Licensing Authority. The Town Clerk shall serve as the official secretary of the Authority and shall designate a person or persons to provide the necessary secretarial and reporting services for the Authority. The Town Clerk or his or her designee shall attend the meetings of the Authority.

5.25.040 Filing of applications.

A. All applications for liquor and fermented malt beverage licenses, including new, renewal, temporary, change of location or change of ownership licenses, as well as modification of premises, temporary and special event permits shall be filed with the Town Clerk. All applications shall be made under oath on forms provided by the Town.

B. The following information shall be filed with the Town:

1. A completed state license application form. Incomplete application forms will be rejected.

2. A completed local license application form. Incomplete application forms will be rejected.

3. If the applicant is a corporation, copies of the articles of incorporation, certificate of incorporation and corporate minutes showing current officers, directors and shareholders. In the case of a foreign corporation, the applicant shall also provide the name and address of the registered agent and proof of authority to transact business in the State. If the applicant is a limited liability company, copies of the articles of organization and operating agreement, and a list of managers and members. If the applicant is a partnership, a copy of the partnership agreement.

4. A description of the kind of business and the nature of the proposed establishment.

5. The name and address of the person who will manage and operate the establishment after the license has been issued, a copy of the management agreement, if any, and the names of other liquor or fermented malt beverage establishments managed by that person.

6. Evidence showing that the proposed location will not violate any Town zoning laws.

7. Evidence showing all financial interests in the proposed license, including but not limited to copies of documents governing the contract for purchase, promissory notes,

shares of stock, mortgages, leases, insurance binders, recorded and unrecorded security interests and assignments of any of the above.

5.25.050 Application procedures; hearings.

A. Upon receipt of a complete application for a new license and/or a change of location of a license, the Town Clerk shall ~~notify the Liquor Licensing Authority of the application at a regularly scheduled meeting within the next thirty (30) days,~~ set a hearing date not less than thirty (30) days from the date of the application and provide notice of the hearing pursuant to Section ~~44-3-311~~~~12-47-311~~, C.R.S. The application form shall be accompanied by an application fee, and successful applicants shall be subject to license fees as established by resolution.

B. Preliminary investigation; findings.

1. Prior to the date set for hearing, the Town Clerk ~~and Chief of Police~~ shall, on behalf of the Liquor Licensing Authority, investigate the following matters:

a. Whether any of the prohibitions contained in Section ~~44-3-313~~~~12-46-104~~ or ~~44-4-104~~~~12-47-313~~, C.R.S., apply to the applicant.

b. The number and type of outlets of a nature similar to the applicant's within one (1) mile in any direction of the proposed location.

2. ~~The Chief of Police shall, on behalf of the Liquor Licensing Authority, investigate the following matters:~~

a. ~~All pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.~~

b. ~~Any financial interests, including notes, mortgages, leases, etc., in other licenses.~~

c. ~~The applicant's criminal records, if any, including all partners, principals or stockholders holding over ten percent (10%) of the outstanding and issued stock.~~

d. ~~Good moral character and reputation of the applicant or person employing, assisting, or financing the applicant, as set forth in Sections ~~44-3-307~~~~12-47-307~~ and ~~24-5-101~~, C.R.S.~~

e. ~~Other matters as the Liquor Licensing Authority shall direct.~~

32. A written report setting out the results of the investigations performed by the Town Clerk and the Chief of Police shall be prepared and mailed by certified mail, return receipt requested, or emailed to the person who is responsible for the application process as designated by the applicant by the Town Clerk to the applicant and, upon request, to other parties in interest, as defined by Section ~~44-3-311(5)(b)42-47-344(5)(b)~~, C.R.S., not less than ~~five~~ ten (510) days prior to the date of the hearing upon the application. The original report shall be filed as a public record in the Town Clerk's office, with all personal identifying information redacted.

C. Petitions, reports, and statements prior to hearing.

1. Petitions may be circulated by the applicant or any person opposing or supporting the issuance of the license. Each person signing a petition may sign only his or her own name and his or her address. The date when the signature is affixed to the petition shall be put on the petition by the party signing the same. No person may sign more than one (1) petition.

2. All other petitions, remonstrances, surveys or statements in writing offered by the proponents, opponents or others interested in any application for a licensed outlet shall be filed in the office of the Town Clerk by 12:00 p.m. of the Wednesday preceding the day on which the hearing upon the application is held before the Liquor Licensing Authority. All notices of such hearings shall contain a statement that said petitions, remonstrances, surveys and statements in writing should be filed by 12:00 p.m. of the Wednesday preceding the hearing.

D. Public hearing notice.

1. In addition to following the posting and publication requirements included in the Colorado beer and liquor codes, the Town will, no later than ten (10) days before hearing, make all reasonable attempts to mail a courtesy notice of any public hearing at which a new or change of location application is to be considered to those property owners within five hundred (500) feet, generally, of the proposed site.

2. The information typically provided in the courtesy letter shall contain the same information as that required for the sign and publication and a statement that additional information about the application is available at the Town Clerk's office.

3. Failure of the Town to provide all forms of public notice as provided herein shall not affect the validity of any hearing or determination by the Liquor Licensing Authority.

E. Public hearing.

1. The Licensing Authority may promulgate rules of procedure for the conduct of all hearings on applications for licenses or for revocation or suspension of licenses.

2. On the date scheduled, a public hearing shall be held on the application. The hearing may be continued from time to time, not to exceed thirty (30) days, upon the request of any party in interest, as defined by Section ~~44-3-311(5)(b)~~~~42-47-311(5)(b)~~, C.R.S., or upon motion of the Liquor Licensing Authority.

3. All hearings before the Liquor Licensing Authority shall be public and shall be conducted in accordance with this Article and so as to ascertain facts affecting the substantial rights of the parties to the proceedings. The conduct of the hearing and the information to be presented shall be as set forth in Sections ~~44-3-311~~~~42-47-311~~ and ~~44-3-312~~~~42-47-312~~, C.R.S. The Liquor Licensing Authority shall consider the information contained in the report of the investigations of the Town Clerk and the Chief of Police. Evidence and requirements of proof shall conform, to the extent practicable, with those in civil nonjury cases in the district courts; however, evidence not admissible under such rules will be admitted if such evidence possesses significant probative value.

4. Applicants or parties in interest, as defined in Section ~~44-3-311(5)(b)~~~~42-47-311(5)(b)~~, C.R.S., may appear in person or be represented by counsel.

5. The Liquor Licensing Authority shall consider all evidence presented relating to the following standards:

a. The character, record, or reputation of the applicant as set forth in Section ~~44-3-307~~~~42-47-307~~, C.R.S.

b. The neighborhood surrounding the proposed establishment and the existing licensed premises located in or near the neighborhood under consideration.

c. The reasonable requirements of the neighborhood and the desires of the adult inhabitants for the type of license for which application has been made.

d. The financial resources of the application for the acquisition and outfitting of the establishment sought to be licensed.

e. Any pertinent matters affecting the qualifications of the applicant for the conduct and the type of business proposed.

f. Evidence which would indicate that the building or location proposed for the operation of the license is not suited for the intended purpose.

6. The applicant and a party in interest, as defined in Section ~~44-3-311(5)(b)~~~~42-47-311(5)(b)~~, C.R.S., may introduce evidence at the public hearing on the matters set forth above.

7. All testimony given at a public hearing shall be sworn. The Town Clerk or other hearing officer shall have the power to administer oaths and issue subpoenas on behalf of the Liquor Licensing Authority. A subpoena shall be served in the same manner as a subpoena issued by the District Court of the State. Upon failure of any witness to comply with such subpoena, the Town Attorney shall, at the direction of the Liquor Licensing Authority, petition the Municipal Court setting forth that due notice has been given of the time and place of attendance of the witness and the service of the subpoena. The Court, after hearing evidence in support of or contrary to the petition, shall enter its order compelling the witness to attend and testify or produce books, records or other evidence under penalty of punishment for contempt in case of willful failure to comply with such order of the Court.

8. Any attorney at law who appears before the Licensing Authority at any hearing shall be required to state the names and addresses of all persons whom he or she has been authorized to represent at the hearing.

F. Decision by Liquor Licensing Authority.

1. At the conclusion of the presentation of all the evidence, the Liquor Licensing Authority shall enter its decision granting or denying the license, or it may take the application under advisement for a maximum of thirty (30) days, during which time it shall consider all the evidence. For purposes of this Section, good cause for refusing or denying an initial license application shall be as defined in Section ~~44-3-103(19)~~~~42-47-103(9)~~, C.R.S., in effect or as hereafter amended.

2. When the decision is made, the motion shall contain such findings of facts and conclusions of law as are relevant and necessary to support the decision. As appropriate for the type of license under consideration, the motion should specifically describe the neighborhood under consideration, the needs of the neighborhood for the outlet, the desires of the adult inhabitants and the qualifications of the applicant. The motion may be made orally or in writing. Upon making of the motion and the reasons therefor, a vote shall be taken and entered into the minutes of the Liquor Licensing Authority.

5.25.060 License renewals; hearing.

A. All applications for renewal of fermented malt beverage, malt, vinous and spirituous liquor licenses shall be on forms provided by the State Licensing Authority and the Liquor Licensing Authority, and must be submitted to the Town Clerk not less than forty-five (45) days prior to the license expiration date, together with the required renewal application fee, as established by the Town.

B. Upon receiving the renewal application, the Town Clerk shall assemble the applicant's file containing reports from staff regarding the applicant or the premises for the preceding year. Unless there is evidence to the contrary in the applicant's file or otherwise, it will be presumed that the occupied premises are in compliance with the provisions of state statutes and Town regulations, and that the character of the applicant continues to be satisfactory. If these presumptions apply, the application for renewal shall be recommended for approval by the Town Clerk and set for Liquor Licensing Authority consent at the next Town Board meeting. All successful applicants shall be subject to license fees as referenced in Section 5.25.160 of this Article and established by resolution.

C. If there is evidence to rebut the presumptions in Subsection (B) above which otherwise arise, the Town Clerk shall immediately notify the licensee in writing of the objections to the renewal application and set a public hearing date to be held not less than ten (10) nor more than thirty (30) days after the date of such notice. The written notice shall be mailed by certified mail to the applicant, shall state generally the grounds for staff's recommendation of nonrenewal, and shall provide the date, time and place of the hearing to show cause for nonrenewal. Notice of the hearing must also be conspicuously posted on the premises for a period of ten (10) days prior to the hearing. The hearing shall be conducted in the same manner as provided for hearings on revocation or suspension of the type of license involved.

5.25.070 Change of location; hearing.

A. To request a change of location of premises under an existing license, the licensee shall submit an application to the Town Clerk on forms provided by the State Licensing Authority and the Liquor Licensing Authority. An application fee, as referenced in Section 5.25.160 and established by resolution, shall accompany the application.

B. All applications for a change of location of premises under an existing license shall be subject to Section 5.25.050 above, except that the character of the applicant shall not be considered.

C. The scheduling and notice of the hearing on a change of location shall be as provided in Section 44-3-31112-47-311, C.R.S.

5.25.080 Change of ownership; hearing.

A. All applicants for the issuance of a license by reason of transfer of ownership of the business, or of possession of the licensed premises, shall file with the Town Clerk an application on forms provided by the State Licensing Authority and the Liquor Licensing Authority. The application form shall be accompanied by an application fee, and successful applicants shall be subject to license fees as established by resolution.

B. The Town Clerk and Chief of Police shall conduct an investigation of the character of the applicant, pursuant to the process set forth in Section 5.25.050(b)(~~21~~) above.

C. If the Town Clerk recommends approval of the change of ownership after the investigation, no hearing is necessary, and the change of ownership shall be scheduled for Liquor Licensing Authority consent within thirty (30) days.

D. If the Town Clerk does not recommend approval of the change of ownership after the investigation, the Liquor Licensing Authority shall schedule a public hearing and provide notice pursuant to Section ~~44-3-31112-47-311~~, C.R.S. The Liquor Licensing Authority shall hold a public hearing in accordance with Section 5.25.100 below, and it shall consider only the character of the applicant. The applicant shall be required to submit information concerning good moral character, the applicant's ability to conduct the business according to law and the applicant's source of funding.

E. Pending approval by the Liquor Licensing Authority of a change in ownership, a temporary permit may be issued upon application, pursuant to Section ~~44-3-30312-47-303~~, C.R.S.

5.25.090 Temporary licenses.

A licensee who allows a liquor license to expire can obtain a temporary license pursuant to the terms of Section ~~44-3-30312-47-303~~, C.R.S. The application form shall be accompanied by an application fee, and successful applicants shall be subject to license fees, as referenced in Section 5.25.160 of this Article and established by resolution. The Liquor Licensing Authority shall have the authority to issue temporary licenses only to the extent set forth in Section ~~44-3-30312-47-303~~, C.R.S. If a temporary license is issued to an applicant, such temporary license shall contain the name of the licensee, the address of the licensed premises and the date of issuance, and it shall be posted conspicuously on the licensed premises.

5.25.100 Suspension and revocation of licenses; hearings.

A. Proceedings for suspension or revocation of a liquor license shall be commenced in either of the following manners: (1) upon the filing of a complaint with the Liquor Licensing Authority by a third party which is supported by probable cause; or (2) upon the request of the Chief of Police or Town Clerk based on a determination that there is probable cause to believe a violation has occurred or is occurring after a full investigation. The Liquor Licensing Authority shall set a time and place for a hearing on the matter, and the Town Clerk shall give the licensee timely written notice of the date, time and place of the hearing. The notice shall describe generally the alleged violations and the grounds showing probable cause for suspension or revocation of a license. The notice shall be served on the licensee by certified mail to the last address furnished to the Town at least forty-eight (48) hours prior to the hearing.

B. The Liquor Licensing Authority or a hearing officer appointed by the Liquor Licensing Authority shall conduct the hearing. The hearing officer may be designated by the Town Board.

C. The Liquor Licensing Authority, the Town Clerk, and the hearing officer shall have the power to administer oaths, issue subpoenas and, when necessary, grant continuances.

D. In all such hearings, the Town Attorney shall act on behalf of and advise the Liquor Licensing Authority. The Liquor Licensing Authority shall appoint special counsel to conduct an investigation and prosecute the licensee on behalf of the Town.

E. All hearings before the Liquor Licensing Authority or the hearing officer shall be conducted in accordance with the procedures adopted by the Liquor License Authority.

F. If the Liquor Licensing Authority conducts a hearing, it shall render a decision that shall contain such findings of facts and conclusions of law as are relevant and necessary to support the decision under this Code. If the hearing is held before a hearing officer, the hearing officer shall make a recommendation in writing to the Liquor Licensing Authority within thirty (30) days after the close of the hearing. The written recommendation shall contain findings of fact and conclusions of law based on the evidence presented at the hearing. A copy of this summary and recommendation shall be transmitted to the licensee. At the next regular Board meeting following the submission of the hearing officer's recommendation, the Liquor Licensing Authority shall consider the same. In its discretion, the Liquor Licensing Authority may reject the hearing officer's recommendation, refer the matter back for further proceedings, adopt the recommendation or order a new hearing, either before the original hearing officer or before the entire Liquor Licensing Authority or a committee or member thereof.

G. The Liquor Licensing Authority may suspend any license for a period up to six (6) months, following the guidelines below, or revoke a license permanently, based on evidence of good cause presented at the hearing.

H. In the event of revocation, suspension or cessation of business, no portion of the license fee or occupation tax shall be refunded.

I. The licensee shall have the right to appeal or seek judicial review of a decision of the Liquor Licensing Authority as provided in the Colorado Rules of Civil Procedure.

5.25.110 Penalty guidelines.

Violations of any provisions of this Chapter shall result in penalties according to the generally accepted and practiced state penalty guidelines provided below. Nothing in the following guidelines is meant to restrict the Local Licensing Authority from issuing a lesser penalty, a higher penalty, or additional penalties as allowed by this Code or state law, up to and including suspension or revocation of a liquor license or the imposition of a fine in lieu of suspension as provided under the provisions of Section ~~44-3-601~~~~42-47-604~~, C.R.S and/or Chapter 5.24 of this Code. For the second incident in one (1) year, any days held in abeyance will be automatically imposed from the first incident in addition to any other suspension imposed by the Liquor Licensing Authority.

Code Violation	Suspension
<i>Sale to Minor:</i> First Incident 1 Charge	15 days total, 5 served and 10 held in abeyance for a period of one year from date of hearing, pending no further violations.
2 Charges	30 days total, 10 served and 20 held in abeyance for a period of one year from date of hearing, pending no further violations.
3 + Charges	45 days total, 15 served and 30 held in abeyance for a period of one year from date of hearing, pending no further violations.

Purchase of Liquor from Someone Other Than a Wholesaler

First Incident 1 Charge	10 days total, 3 served and 7 held in abeyance for a period of one year from date of hearing, pending no further violations.
2 Charges	10 days total, 5 served and 5 held in abeyance for a period of one year from date of hearing, pending no further violations.

Sale to Intoxicated Patron:

First Incident 1 Charge	15 days total, 5 served and 10 held in abeyance for a period of one year from date of hearing, pending no further violations.
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2 Charges
year from 30 days total, 10 served and 20 held in abeyance for a period of one date of hearing, pending no further violations.

3 + Charges
year from 45 days total, 15 served and 30 held in abeyance for a period of one date of hearing, pending no further violations.

Failure to Meet Food Requirement (H & R/Brew Pubs):

First Incident 15 days total, 5 served and 10 held in abeyance for a period of one year from date of hearing, pending no further violations, with 30 days to comply.

Permitting Illegal Gambling:

First Incident 10 days total, 3 served and 7 held in abeyance for a period of one year from date of hearing, pending no further violations.

Second Incident 45 days total, 15 served and 30 held in abeyance for a period of one year from date of hearing, pending no further violations.

Third Incident Days held in abeyance automatically imposed from first incident, plus additional suspension as stated in first incident above.

Failure to Maintain Adequate Books/Records:

First Incident 15 days total, 5 served and 10 held in abeyance for a period of one year from date of hearing, pending no further violations

Second Incident 30 days total, 10 served and 20 held in abeyance for a period of one year from date of hearing, pending no further violations.

Sale After Legal Hours:

First Incident 10 days total, 3 served and 7 held in abeyance for a period of one year from date of hearing, pending no further violations.

Second Incident 30 days total, 10 served and 20 held in abeyance for a period of one year from date of hearing, pending no further violations.

Permitting or Not Reporting Disturbances:

First Incident 30 days total, 10 served and 20 held in abeyance for a period of one year from date of hearing, pending no further violations.

Second Incident Days held in abeyance automatically imposed from first incident, plus additional suspension as stated in first incident above.

Violations on Follow-up Inspections:

For each incident 3 days total, 1 served and 2 held in abeyance for a period of one year from date of hearing, pending no further violations.

Failure to Report Manager, Corporate, Financial Change:

First Incident 5 days total, all 5 held in abeyance for a period of one year from date of hearing, pending no further violations.

Second Incident 10 days total, 3 served and 7 held in abeyance for a period of one year from date of hearing, pending no further violations.

Underage Employee Selling or Serving:

First Incident
1 Charge 7 days total, 2 served and 5 held in abeyance for a period of one year from date of hearing, pending no further violations.

2 Charges 14 days total, 4 served and 10 held in abeyance for a period of one year from date of hearing, pending no further violations.

3 Charges 30 days total, 10 served and 20 held in abeyance for a period of one year from date of hearing, pending no further violations.

Altered Liquor:

1 Charge 15 days total, 5 served and 10 held in abeyance for a period of one year from date of hearing, pending no further violations.

5.25.120 Optional premises license.

A. The following standards for the issuance of optional premises licenses or for optional premises for a hotel and restaurant license are hereby adopted pursuant to the provisions of Section ~~44-3-310~~~~42-47-310~~, C.R.S. These standards adopted herein shall be considered in addition to all other standards applicable to the issuance of licenses under the Colorado Liquor Code for optional premises license or for optional premises for a hotel and restaurant license. These two types of licenses for optional premises will be collectively referred to as "optional premises" in these standards unless otherwise provided.

B. Eligible facilities. An optional premises may only be approved when that premises is located on or adjacent to an outdoor sports and recreational facility as defined in Section ~~44-3-103~~~~42-47-103~~, C.R.S. The types of outdoor sports and recreational facilities in the Town which may be considered for an outdoor premises license include the following:

1. Country club;
2. Golf courses and driving ranges;

3. Swimming pools;
4. Parks and arenas.

There are no restrictions on the minimum size of the outdoor sports and recreational facilities which may be eligible for the approval of an optional premises license. However, the Local Licensing Authority may consider the size of the particular outdoor sports or recreational facility in relationship to the number of optional premises requested for the facility.

C. Number of optional premises. There are no restrictions on the number of optional premises which any one (1) licensee may have on his or her outdoor sports or recreational facility. However, any applicant requesting approval of more than one (1) optional ~~premises~~ premise shall demonstrate the need for each optional ~~premises~~ premise in relationship to the outdoor sports or recreational facility and its guests.

D. Submittal requirements. When submitting a request for the approval ~~of an optional premises~~ of an optional premise, in addition to meeting the license application requirements of this Article, an applicant shall also submit the following information:

1. A map or other drawing illustrating the outdoor sports or recreational facility boundaries and the approximate location of each optional ~~premises~~ premise requested.
2. A description of the method which shall be used to identify the boundaries of the optional premises when it is in use.
3. A description of the provisions which have been made for storing malt, vinous and spirituous liquors in a secured area on or off the optional premises for the future use on the optional premises.

E. Advance notification. Pursuant to Section ~~44-3-310(3)~~ 12-47-310(3), C.R.S., no alcohol beverages may be served on the optional premises until the licensee has provided written notice to the Police Department forty-eight (48) hours prior to serving alcohol beverages on the premises, unless notice is waived by the Authority. Such notice must contain the specific days and hours on which the optional premises are to be used. In this regard, there is no limitation on the number of days which a licensee may specify in each notice. However, no notice may specify any date of use which is more than one hundred eighty (180) days from the notice date.

F. Fees for application and processing of an optional premises license shall be as set forth in Sections ~~44-3-501(1)(l)~~ 12-47-501(1)(j), C.R.S., and Section 5.25.160 of this Code.

5.25.130 Special event permit application.

Pursuant to Section ~~44-5-101~~~~42-48-101~~ et seq., C.R.S., the Town Clerk may issue special event permits for the sale of fermented malt and alcoholic beverages to those organizations set forth in the special event permit statute and on the grounds set forth therein.

5.25.140 Alcohol beverage tastings authorized.

A. Authorization. The town hereby authorizes tastings to be conducted by retail liquor establishment licensees in accordance with this section and pursuant to C.R.S. Section ~~44-3-301(10)(a)~~~~42-47-301(10)(a)~~, and subject to approval by the Town Clerk ~~Liquor Licensing Authority~~. It is unlawful for any person or licensee to conduct tastings without first having obtained a permit from the Town of Silt to do so in accordance with this section. (~~Prior code 5.25.020; Ord. 01-08 §1 (part)~~)

B. Application for permit. A retail liquor establishment licensee who wishes to conduct tastings shall submit an annual application for a permit on forms supplied by the Town Clerk~~Liquor Licensing Authority on forms supplied by the Town Clerk~~. Such application shall be accompanied by a non-refundable annual fee as set annually by the Board of Trustees by resolution of one hundred dollars (\$100.00). Permit holders shall notify the Town Clerk and police department by completing a notification form provided by the Town in writing at least seven (7) days prior to any tasting. (~~Prior code 5.25.030; Ord. 01-08 §1 (part)~~)

C. Term. The annual tastings permit is valid for a period of one (1) year, and shall run and expire concurrently with the license of the retail liquor establishment; provided however, that the first tastings permit issued to a retail liquor establishment licensee is valid only until the expiration of the current liquor license. First year tastings permits shall be prorated as to the permit fee based on an average of threetwo (23) tastings events per week. No more than one hundred fourfifty-six (10456) tastings may be held during the annual term of any permit issued. (~~Prior code 5.25.040; Ord. 01-08 §1 (part)~~)

D. Limitations. Tastings are subject to the limitations set forth in C.R.S. Section ~~44-3-301(10)~~~~42-47-301(10)~~, as may be amended from time to time; and tastings are subject to the limitations set forth by the Liquor Licensing Authority as may be created or amended from time to time. (~~Prior code 5.25.050; Ord. 01-08 §1 (part)~~)

5.25.150 Issuance of licenses.

All licenses shall be issued in accordance with the laws of the State and the ordinances of the Town. Licenses may be issued after the applicable requirements have

been met for posting and publication of notice, the preliminary investigation has been conducted, a public hearing has been held before the Liquor Licensing Authority when required, and approval is granted by the State Licensing Authority. In no event shall any license be issued until it is satisfactorily established that:

1. All requirements and conditions of licensure set forth in Sections ~~44-3-307~~ 44-3-30712-47-307 and ~~44-3-31312-47-313~~, C.R.S., have been met or found to exist
2. The applicant or any principal, partner, officer, director or stockholder holding over ten percent (10%) of the issued and outstanding stock, if any change since initial approval, has good moral character and reputation.
3. The applicant remains or will be entitled to possession of the premises for which the application is made under a lease, or by virtue of ownership thereof, and that the use of the premises at the proposed location does not violate the zoning laws or any other laws of the Town or the State.
4. After approval of an application by the Liquor Licensing Authority and after the building in which the license is sought to be exercised has been made ready for occupancy with such furniture, fixtures and equipment as is necessary to comply with the provisions of these rules and the laws of the State, an inspection of the premises has been made to determine that the application has complied in every material detail with the plans and specifications submitted at the time of the filing of the application.
5. The applicant has not applied for and been denied a liquor license for an establishment located within five hundred (500) feet of the proposed location within the preceding two (2) years.

5.25.160 Application fees.

- A. An application fee shall be paid to the Town in connection with all applications for liquor and fermented malt beverage licenses, including new, renewal, temporary, change of location or change of ownership licenses, modification of premises permits, temporary permits and special event permits. Town application fees shall be established by resolution, a copy of which is available in the office of the Town Clerk. The application fee shall be collected to cover the costs of the preliminary investigation made by the Town, administrative time, publication and posting costs and other necessary and incidental expenses.
- B. An application fee payable to the State Department of Revenue shall also be paid by all applicants in an amount as provided by the State Licensing Authority.

C. An annual license fee shall also be paid to the Town by the owners of all licensed premises. Such Town license fee shall be as set forth in Sections ~~44-4-107(2)~~~~42-46-107(2)~~ and ~~44-3-505~~~~42-47-505~~, C.R.S.

D. Annual license fees shall also be paid to the State Department of Revenue for particular state licenses, as set forth in Sections ~~44-4-104~~~~42-46-104~~ and ~~44-3-501~~~~42-47-501~~, C.R.S.

5.25.170 Appeals; cost of transcript.

Any party aggrieved by a decision of the Liquor Licensing Authority may appeal said decision or seek judicial review. An administrative fee as established by resolution shall be charged, together with the cost of preparing a transcript of the proceedings, whenever a transcript is demanded by the person seeking the review or furnished by the Town pursuant to an order of court. The cost of preparing a transcript of testimony before the Liquor Licensing Authority shall be charged at rates ordinarily charged by certified shorthand reporters.

5.25.180 Education requirements for licensees.

A. The education requirements for licensees are as follows:

1. All managers or owners/operators registered with the State and the Liquor Licensing Authority are required to attend an educational liquor seminar approved by the Liquor Licensing Authority and receive a certificate of completion within two (2) months after the date the license is approved by the Liquor Licensing Authority. Such certificate may take the form of a card or any other form decided upon by the Liquor Licensing Authority. Successful completion of the educational liquor seminar must be recorded with the Liquor Licensing Authority. The certificate of completion shall be valid for a period of ~~threefour~~ (34) years.

2. Except for volunteers serving alcoholic beverages pursuant to a special events permit, every licensee, including club licensees, shall ensure that seventy-five percent (75%) of all servers employed or engaged by the licensee, and one hundred percent (100%) of those servers employed or engaged by the licensee for at least six (6) months, shall have successfully completed within six (6) months of the effective date of the initial ordinance codified herein, and at all times thereafter, an educational liquor serving seminar approved by the Liquor Licensing Authority. When a new server is hired or begins to serve alcoholic beverages pursuant to a club license, the licensee shall have a two-month grace period to ensure that the new server has successfully completed an approved educational liquor serving seminar. The certificate received by

servers who successfully complete the educational liquor serving seminar shall be valid for a period ~~threefour~~ (34) years.

3. At every event for which a special event liquor license is issued, the licensee shall ensure that at least one (1) server, manager or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, is present at all times and is supervising the dispensing of alcoholic beverages.

4. At the time an applicant files an application for issuance, renewal or transfer of a liquor or fermented malt beverages license, or to change the location or corporate structure of the licensed premises or entity, the applicant shall submit to the Town Clerk information to prove that the requisite percentage of servers, managers and/or owners/operators required to be certified under this Section have certificates in full force and effect as a condition of approval of the application. Required information shall include the names of all servers, the date of hire of all servers, the date each server attended training and the date of expiration of each server's certification. All licensees shall maintain a file of certificates on all managers and owners/operators employed by said licensee and shall exhibit said copies of certificates when requested to do so by the Town Clerk, the Chief of Police, police employees or other appropriate officials of the Town.

B. The course requirements for the education for licensees are as follows:

1. Every agency offering a course of instruction approved by the Liquor Licensing Authority shall issue a certificate to those enrollees who successfully complete the liquor educational seminar. The certificate shall be dated to show the date of completion of the training and the date of certificate expiration, and shall be evidence that the person has been in actual attendance a minimum number of hours at the course and has achieved a reasonable mastery of the theories and facts presented. No agency approved by the Liquor Licensing Authority to provide manager or owner/operator training shall issue a certificate unless the person has actually attended and achieved a reasonable mastery of the materials.

~~2. The Liquor Licensing Authority shall establish by resolution the general criteria for courses and qualifications of instructors which shall satisfy the liquor educational requirements of this Section. These requirements shall be available in the office of the Town Clerk. Any qualified person may submit to the Town Clerk a request that a particular seminar be deemed to meet the educational requirements. The Town Clerk or Liquor Licensing Authority may make such determination.~~

BC. Costs. All persons enrolled in an educational liquor seminar presented by the Town pursuant to this Section must pay to the Town Clerk the actual cost of attending the seminar.

CD. Penalties for noncompliance.

1. Failure to comply with this Section shall be considered a violation of the conditions for the issuance of a license and a violation of this Code and may result in fines or other penalties.

2. Failure to maintain continuous compliance with the educational requirements of Subsection (b) above may subject a licensee to suspension or revocation of a license as provided for in Section ~~44-3-601~~42-47-601, C.R.S.

5.25.190 Licensee to report disorderly conduct.

A. Each licensee shall conduct his or her establishment in a decent, orderly and respectable manner, and shall not permit within or upon the licensed premises the loitering of habitual drunkards or intoxicated persons, lewd or indecent displays, profanity, rowdiness, undue noise or other disturbance or activity offensive to the sensitivities of the average citizen, or to the residents of the neighborhood in which the establishment is located. It shall be unlawful for a licensee to permit the above-described conduct, and it shall be unlawful for:

1. Any licensee having authority to sell alcoholic beverages on his/her premises to permit any disturbances or disorderly acts or conduct to be committed by any person or group of persons on his/her premises.

2. Any licensee having authority to sell alcoholic beverages on his/her premises to in any manner encourage or participate in any disturbance or unlawful or disorderly act or conduct upon his/her premises, provided, however, such licensee may use such lawful means as may be proper to protect his/her person or property from damage or injury.

3. Individuals employed as bartenders to consume alcoholic beverages during those times in which they are actually engaged in the serving of alcoholic beverages to customers on a licensed premises or for such individuals to engage in the serving of alcoholic beverages to customers on the licensed premises while in an intoxicated condition; or for a licensee having authority to sell alcoholic beverages on his/her premises to permit such conduct by his/her bartenders.

B. A licensee having authority to sell alcoholic beverages upon his/her premises shall immediately report to the police department any unlawful or disorderly act or conduct or any disturbance committed on his/her premises.

C. It shall not be a defense that the licensee was not personally present on his/her premises at the time such unlawful or disorderly act, conduct or disturbance took place. However, an agent, servant or employee of the licensee shall not be liable hereunder when absent from the premises and not on duty.

D. Any licensee, agent, servant or employee of a licensee who shall violate any of the provisions of this Section shall be subject to the penalty provided for in Chapter 1.12 of this Code.

5.25.200 Lighting in licensed premises.

All licensees shall be required to maintain a level of light within the licensed premises which would permit the checking of identification materials without resort to other lighting.

5.25.210 Licensed premises to be open for inspection.

All premises licensed under this Chapter shall be open to inspection by the Police Department, the County Health Department, the State Licensing Authority and any other federal, state, county or Town agency which is permitted or required by law to inspect licensed premises. It is unlawful for the licensee, its employees or agents or for any other person to refuse to permit any such inspection of the licensed premises or to otherwise interfere with any such inspection.

5.25.220 License requirements.

The licensee shall be a resident of Colorado and, if a corporation, corporation must be incorporated under the laws of Colorado and duly qualified to do business in Colorado. If a nonresident corporation, partnership or limited liability company wishes to hold a liquor license within the Town pursuant to this Code and the Colorado Revised Statutes, such entity shall be properly registered and licensed to do business within the State by the Secretary of State.

5.25.230 Character and reputation requirements.

The licensee shall be of good moral character and reputation. No license shall be issued to or held by any corporation if any of its officers, directors or stockholders holding over ten percent (10%) of the outstanding and issued stock thereof is not of good moral character and reputation.

A. In determining whether an applicant for a license or a licensee is of good moral character, the Licensing Authority shall be governed by the provisions of Section 24-5-101, C.R.S.

B. In investigating the character of an applicant or a licensee, the Licensing Authority may have access to criminal record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the Licensing Authority takes into consideration information concerning the applicant's criminal history record, the Licensing Authority shall also consider any information provided by the applicant regarding such criminal history record, including but not limited to evidence of rehabilitation, character references and educational achievements, especially those pertaining to the period of time between the applicant's last criminal conviction and the consideration of his or her application for a license.

C. As used in this Section, *criminal justice agency* means any federal, state or municipal court or any governmental agency or subunit of such agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice.

Section 3. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Board of Trustees hereby declares it would have passed this ordinance, and each part, section, subsection sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

Section 4. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town of Silt and the inhabitants thereof.

Section 5. The repeal or the repeal and reenactment of any provision of the Municipal Code of the Town of Silt as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceedings as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

Section 6. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution, or ordinance, or part thereof, theretofore repealed.

INTRODUCED, READ, APPROVED ON FIRST READING, a public hearing, this ~~27th~~ ^{24th} day of ~~August~~ ^{January}, 200~~1~~⁹20 at 7:00 p.m. at the municipal building of the Town of Silt, Colorado.

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PASSED AND APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED following a public hearing this 10th 14th day of SeptemberFebruary, 2001920.

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TOWN OF SILT

Mayor David C. MooreKeith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
February 10, 2020
Council Action Form**

SUBJECT:

Board approval for Stoney Ridge Phase II Sub-phase to construct Silt Pump Canal ditch piping and utility crossings

PROCEDURE: (Public Meeting) Board motion

RECOMMENDATION: (Staff) recommends the Board approve the Stoney Ridge Phase II Ditch Piping and Utility Crossing security and plans, with recommendation from Town staff, the Town Attorney, and the Town Engineer.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The new owner of Stoney Ridge Phase II, Ridge Runner Ventures, LLC, requests permission to pipe the Silt Pump Canal and install utility crossings. The applicant submitted revised drawings, stamped by his engineer, Mike Gamba, substantially in compliance with the Town Engineer's recommendations. The applicant submitted a Prequalification Letter from Alpine Bank in the amount of \$150,000; this financial instrument is not sufficient, and the Town Attorney shall review final documents prior to the Town's issuance of an excavation permit.

FUNDING SOURCE:	Ridge Runner Ventures, LLC
ORDINANCE FIRST READING DATE:	N/A
ORDINANCE SECOND READING DATE:	N/A
RESOLUTION READING DATE:	N/A
ORIGINATED BY:	Ridge Runner Ventures, LLC
PRESENTED BY:	Janet Aluise, CDD
DOCUMENTS ATTACHED:	1) Staff Memorandum; 2) Revised Infrastructure Drawings; 3) Engineer's Cost Estimate; 4) Bureau of Reclamation Acceptance; 5) Alpine Bank Prequalification Letter; & 6) Assignment of Declarant Control.

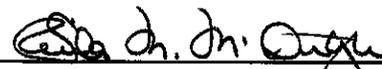
TOWN ATTORNEY REVIEW [X] YES [] NO INITIALS _____

SUBMITTED BY:



Janet Aluise, Community Development Director

REVIEWED BY:



Sheila McIntyre, Town Clerk

Interoffice Memorandum

To: Honorable Mayor and Board of Trustees

From: Janet Aluise, Community Development Director

Re: Stoney Ridge Phase II (constructed Phase III) Ditch Piping & Utility Crossing

Date: February 6, 2020

Kevin Tucker, manager of Ridge Runner Ventures, LLC, the new owner of Stoney Ridge Phase II (constructed Phase III), is requesting the Town allow for piping of the Silt Pump Canal Ditch and the requisite utility crossings, in advance of the installation of the other infrastructure in Phase II. This is necessary in order for the owner to complete the improvements before the onset of irrigation operations on April 1, 2020. Matthew Altman, Bureau of Reclamation engineer, has stated verbally by phone and briefly by email that the Bureau is accepting of the owner's submitted plans, as evidenced in the following statement:

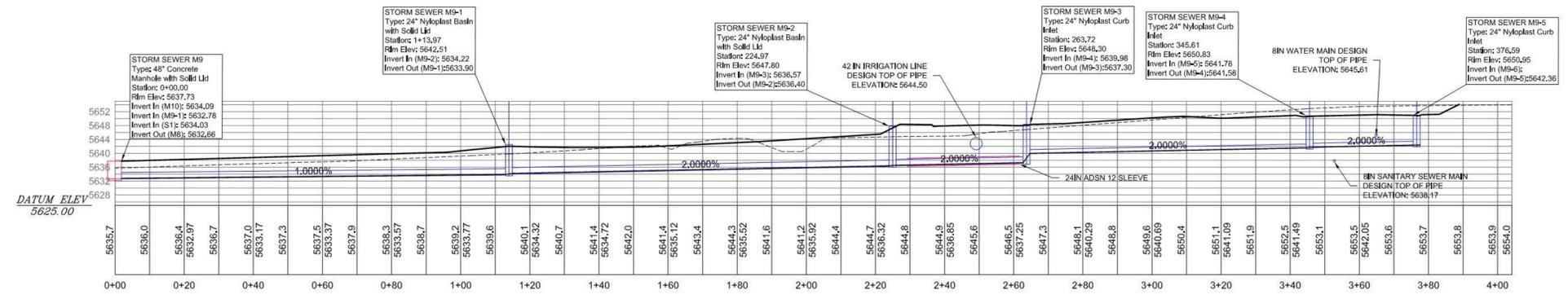
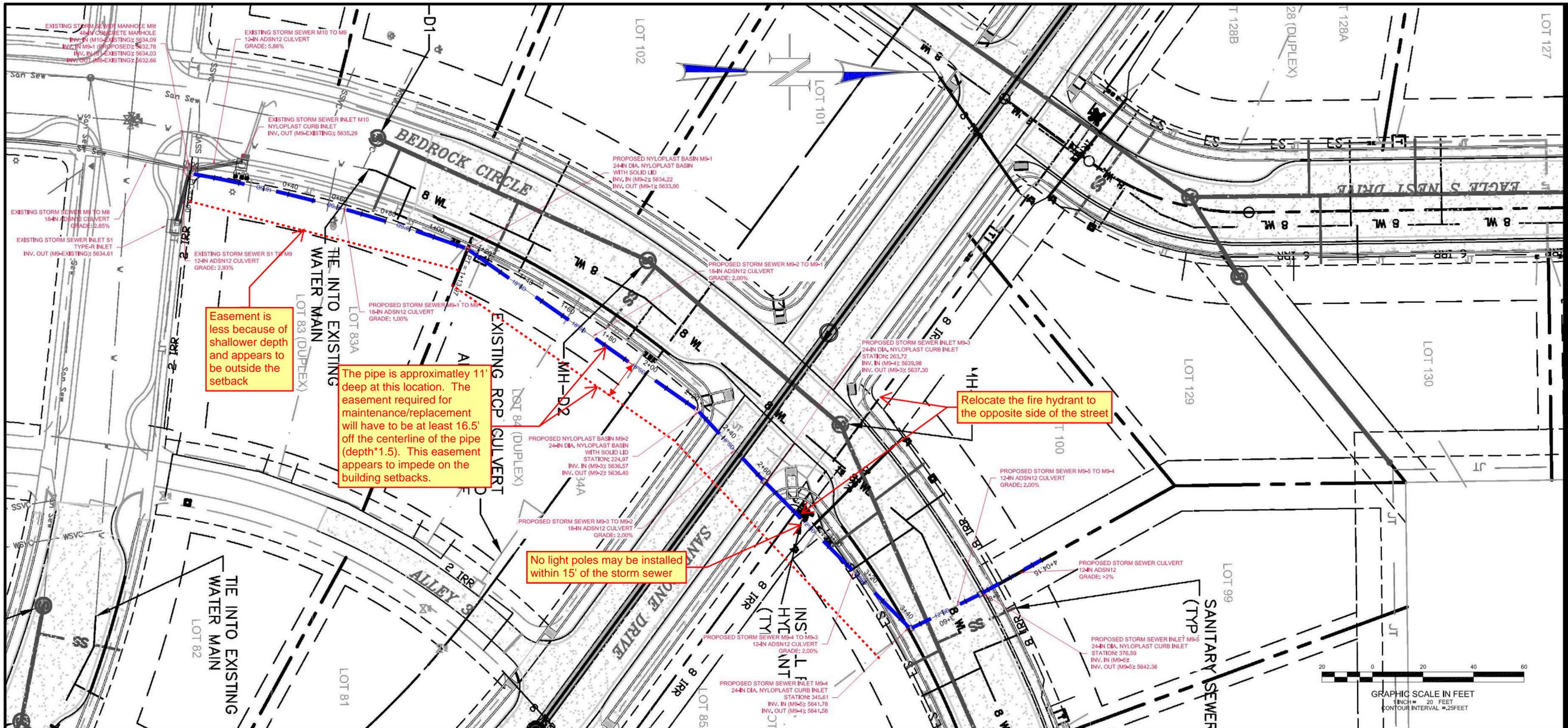
"Kevin Tucker has (contacted) me in regards to an acceptance letter for Stoney Ridge Phase II...So far, I'm ok with the pipe type and the manholes, but there was mention at our last site visit of possibly putting one of the manholes in a detention basin (and) I would need more detail on (that) before saying that's ok."

The Town Engineer, working with the owner's engineer, offered the following comments:

- 1) Applicant must inform the Bureau that the requested pipe will have an $Hw/D > 0.80$ and proceed under their direction;
- 2) The proposed 18" storm sewer pipe size under the canal pipeline appears adequate;
- 3) The proposed storm sewer alignment will conflict with several utilities and building setbacks. The Marcin plans must be updated accordingly and easements recorded on the affected lots; &
- 4) The Marcin profiles require revisions to ensure that no utility pipeline fittings will be installed within 4' of the end of a casing pipe.

(The owner's engineer submitted satisfactory responses to the Town Engineer's conditions.)

The Town approved the Stoney Ridge Phase II and Phase III Subdivision Improvements Agreement (recorded on 3/15/18 as Reception # 904325), which spells out the process by which security is posted. Alpine Bank, on behalf of Mr. Tucker, provided the Town with a 'pre-qualification' letter that indicates \$150,000 is available for the completion of items in Phase II (is not specific to any construction item, such as ditch piping and utility crossings). Attorney Sawyer reviewed the letter and stated that the Town would need to have a mechanism to withdraw the funds in the case of owner's breach of the SIA, and therefore, a letter of credit is likely the financial mechanism that protects the Town the most. The owner's engineer estimates that the costs for completing this sub-phase of construction will be \$166,086, equating to \$182,694.60 in security (110%). Staff recommends that the Town give conceptual approval of the ditch piping and the utility crossings, with the condition that Attorney Sawyer review and approve the final financial document, prior to issuance of an excavation permit.



3

SHEET NO.

Storm Sewer M9 - Phase 2
Ridge Runner Ventures LLC

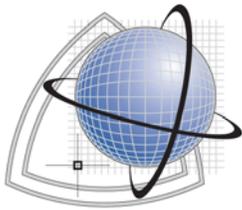
GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
113 NINTH ST., STE. 214 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA
4. AS 5 0 C I A T E S

STORM SEWER M9
PLAN AND PROFILE

SCALE: 1" = 40'	DATE: FEBRUARY 3, 2020	DRAWN BY: ISY	CHKD BY: MUG
SHEET: 3 OF 3	PROJECT: 0216-2020		
DRAWING: Best Map for Hydrology - 202017.dwg DIRECTOR: H:102161010@Gamba.com			

REV	NO.	DATE	BY	CHKD	APPD



GAMBA
 & ASSOCIATES
 CONSULTING ENGINEERS
 & LAND SURVEYORS
 WWW.GAMBAENGINEERING.COM

February 3, 2020

Deric Walters
 Boundaries Unlimited
 923 Cooper Avenue
 Glenwood Springs, CO 81601

RE: Engineer's Cost Estimate for Piping of Silt Canal through Stoney Ridge
 Subdivision – Phase 2 – Silt, Colorado.

Dear Deric,

Following is our cost estimate for the piping of the Silt Canal through Phase 2 of the
 Stoney Ridge Subdivision.

Construction Item	Quantity	Unit	Unit Cost	Total Cost
42-inch diameter fusion weld DR 32.5 HDPE Pipe - Materials Only	960	feet	\$90.24	\$86,630.40
42-inch diameter fusion weld DR 32.5 HDPE Pipe - Specialized Labor for Fusion Welded Only	960	feet	\$11.67	\$11,203.20
42-inch diameter fusion weld DR 32.5 HDPE Pipe - Labor for Trench Excavation, Pipe Installation and Backfill Only	960	feet	\$35.94	\$34,502.40
72-inch diameter irrigation manholes	5	each	\$5,000.00	\$25,000.00
Construction Surveying and Construction Inspection	1	lump sum	\$8,750.00	\$8,750.00
TOTAL				\$166,086.00

Please contact us if you have any questions or need additional information.

Sincerely,

Gamba & Associates, Inc.



Michael Gamba, P.E. & P.L.S. 28036

PHONE: 970/945-2550
 FAX: 970/945-1410

113 NINTH STREET,
 SUITE 214
 P.O. BOX 1458
 GLENWOOD SPRINGS,
 COLORADO 81602-1458

H:\02348\2020\Design\Drainage\Hydrology\Hydraulic Capacity of 42-inch HDPE Pipe - 20200203.doc



United States Department of the Interior



BUREAU OF RECLAMATION
Western Colorado Area Office
445 West Gunnison Avenue, Suite 221
Grand Junction, CO 81501

IN REPLY REFER TO:

WCG-MAAltman
2.2.4.21

February 6, 2020

VIA ELECTRONIC MAIL ONLY

To: Town of Silt
Attention: Janet Aluise (janet@townofsilt.org)

From: Matthew Altman, PE
Civil Engineer, Northern Facility Maintenance Group

Subject: Approval of Stoney Ridge Pipe Installation, Silt Project, Colorado

The United States Bureau of Reclamation, Western Colorado Area Office, approves the pipe type (42 DR 32.5 [150] solid wall HDPE with fused joints) and construction methods proposed for Phase II of the Stoney Ridge Subdivision.

If you have any questions, please contact Matt Altman at (970) 248-0698.

cc: lwarner@usbr.gov, fowlds@usbr.gov, rkcarpenter@usbr.gov, jason.swcd@rof.net



Alpine Bank

Carbondale

0350 Highway #133
Carbondale, Colorado 81623
970-963-3040
Fax 970-963-9116

January 31, 2020

Kevin Tucker
Tammy Tucker
Ridge Runner Ventures, LLC.
1700 CR 103
Carbondale, CO 81623

RE: Prequalification for financing for Kevin and Tammy Tucker

To whom it may concern:

We are happy to provide you with information concerning the ability of Kevin and Tammy Tucker to secure financing for Ridge Runner Ventures, LLC. Based on the information provided, Kevin and Tammy are prequalified for financing in the amount of \$150,000. This prequalification for financing is subject to the following:

- All necessary information and documentation relating to the borrower(s), guarantor(s), subject collateral, or the transaction in general
- Acceptable 3rd party valuation of the subject collateral in order to meet loan to value requirements
- All commitments for, and terms of, any financing are subject to final loan approval

Finally, this prequalification for financing is subject to (a) there not occurring or becoming known to Alpine Bank after the date hereof any event or condition that has had or could reasonably be expected to have a material adverse effect on the borrower(s), guarantor(s), or the subject collateral, (b) Alpine Bank's completion of and satisfaction in all respects with a diligence investigation of the borrower(s), guarantor(s), or the property.

Should you have any questions or need additional information please feel free to contact me at 970-704-3102 or through email at ErkkoAlm@alpinebank.com

Sincerely,

Erkko Alm
Senior Vice President

ASSIGNMENT OF DECLARANT'S RIGHTS

This Assignment of Declarant's Rights ("Assignment") is made effective this 18th day of October, 2019 by Stoney K & M, LLC, a Colorado limited liability company ("Assignor"), in favor of Ridge Runner Ventures, LLC, a Colorado limited liability company ("Assignee"), its successors and assigns.

RECITALS:

- A. Assignor is the successor Declarant pursuant to that certain Declaration of Colorado Common Interest Community recorded November 18, 2005 in Book 1747 at Page 74 and First Amendment to Stoney Ridge P.U.D. Declaration of Colorado Common Interest Community recorded December 8, 2006 in Book 1871 at Page 619 in the Garfield County real estate records (collectively, the "Declaration").
- B. The Declaration covers certain real property located in The Town of Silt, Garfield County, Colorado, known as commonly known as Stoney Ridge PUD and this Assignment relates solely to Assignor's rights under the Declaration with respect to Stoney Ridge PUD, Phase II, which is more particularly described on Exhibit A attached hereto (the "Property").
- C. Assignee has requested and Assignor is agreeable to specifically assigning to Assignee all of Assignor's rights as the Declarant under the Declaration as such rights relate to the Property, and Assignee has agreed to accept from Assignors, all of Assignor's rights and obligations arising from and related to the Declaration.

ASSIGNMENT

Accordingly, for good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's rights as the Declarant under the terms and provisions of the Declaration, as such rights relate to the Property. Without limiting the generality of the foregoing, the rights with respect to the Property assigned hereby shall include, without limitation, the development rights, special development rights and specific development rights described in Article VI, Subsections A, B & C, of the Declaration.

By executing this instrument, Assignee hereby agrees to assume and be bound by the terms and conditions of the Declaration, as such responsibilities relate to the Property.

In accordance with C.R.S. § 38-33.3-304(2), Assignor shall have no liability for any act or omission or any breach of contractual or warranty obligation by Assignee in connection the exercise by Assignee of the Declarant rights assigned hereunder, and Assignee shall have no liability for any act or omission or any breach of a contractual or warranty obligation by Assignor in connection with the exercise by Assignor of the Declarant Rights prior to the effective date as set forth above.

The provisions of this Assignment shall not be merged with the deed conveying the Property and in case of any inconsistency between the provisions of this Assignment and that deed, the provisions of this Assignment shall control.

This Assignment also constitutes the instrument evidencing the transfer of special declarant rights required by C.R.S. § 38-33.3-304(1).

This Assignment may be signed in counterparts which, when taken together, shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Lots 70 through 75 (inclusive), Lots 78 through 82 (inclusive), Lots 86 through 100 (inclusive), and Lot 68A and 68B also known as Lot 68 (Duplex), Lot 69A and 69B also known as Lot 69 (Duplex), Lot 76A and 76B also known as Lot 76 (Duplex), Lot 77A and 77B also known as Lot 77 (Duplex), Lot 83A and 83B also known as Lot 83 (Duplex), Lot 84A and 84B also known as Lot 84 (Duplex) and Lot 85A and 85B also known as Lot 85 (Duplex)
Stoney Ridge P.U.D.

In the Town of Silt

According to the plat thereof recorded June 4, 2003 as Reception No. 628670

Garfield County, Colorado




**ASSIGNMENT OF
PLANS AND SPECIFICATIONS
PERMITS AND RIGHTS, AND CONTRACTS**

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Stoney K & M, LLC, a Colorado limited liability company ("Assignor"), hereby sells, conveys, assigns and transfers to Ridge Runner Ventures, LLC, a Colorado limited liability company ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to (a) all development, architectural, construction and engineering drawings, plans, specifications, studies, reports and other materials of every nature whatsoever ("Plans and Specifications") relating to the planning, development, construction and use of any existing and planned improvements on certain real property located in Garfield County, Colorado, which real property is more particularly described on Exhibit A attached hereto, and is commonly known as Stoney Ridge PUD, Phase II (Lots 68 - 100 inclusive) ("Property"), (b) all permits, certificates, zoning rights, impact fee credits or reimbursements of any nature, prepaid fees and expenses of any nature, development agreements of any nature, water rights, district rights, easement rights, warranty rights of any nature, licenses and approvals, including without limitation, all building permits, variances, use and occupancy permits or their equivalents issued by any person, entity or governmental agency or body in connection with the Property ("Permits and Rights"), (c) all Property-related documents including but not limited to Plans and Specifications, Permits and Rights, and Contracts (as defined herein), and (d) all contracts and contract rights formerly held (as to any continuing rights or claims thereunder) or now existing to which Assignor is, or was, a party and relating to the Property ("Contracts"). The foregoing assignment includes, without limitation, the Amended and Restated Annexation and Development Agreement recorded March 13, 2019 as Reception No. 904239, the Subdivision Improvements and Development Agreement Stoney Ridge Planned Unit Development Phases II and III recorded March 15, 2018 as Reception No. 904325, and the Contract for Exchange of Easement and Relocation of Facilities dated December 14, 2006, Contract No. 07-LM-40-02920 relating to the Silt Pump Canal, as such documents relate to the Property (collectively, "Development Documents").

Assignee does hereby accept the Development Documents and assumes and agrees to satisfy and discharge all of the responsibilities and obligations of Assignor in respect of the Development Documents as such responsibilities and obligations relate to the Property, arising from and after the date of this Assignment. Assignee hereby agrees to hold harmless and indemnify Assignor from and against any and all claims, damages, losses, expenses (including, but not limited to, attorneys' fees and court costs), liabilities and obligations arising out of the Development Documents with respect to the Property after the date hereof.

Assignor represents and warrants to Assignee that (a) Assignor has not transferred or assigned any of the Plans and Specifications, Permits and Rights, or Contracts to anyone other than Assignee, and (b) Assignor's interest in the Plans and Specifications, Permits and Rights, and Contracts is free and clear of, and not subject to, any claim, setoff, lien, deduction or encumbrance of any nature. This is an absolute and irrevocable transfer and conveyance, given for good and valuable consideration, and is freely and fairly made.

Assignor makes no guarantees or warranties as to the suitability or usability of any of the Plans and Specification, Permits and Rights or Contracts assigned hereunder, and shall have no responsibility or liability connected with the Plans and Specifications, Permits and Rights or Contracts assigned hereunder.

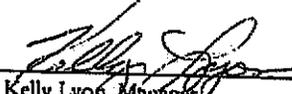
This Assignment applies to, inures to the benefit of and binds all parties hereto, and their successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

DATED: October 18, 2019

ASSIGNOR:

STONEY K & M, LLC

By: _____


Kelly Lyon, Manager

ASSIGNEE:

RIDGE RUNNER VENTURES, LLC

By: _____

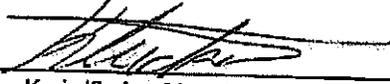

Kevin Tucker, Managing Member

EXHIBIT A

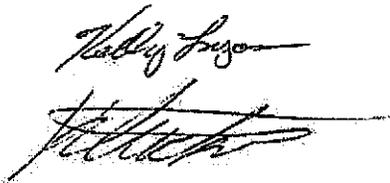
Lots 70 through 75 (inclusive), Lots 78 through 82 (inclusive), Lots 86 through 100 (inclusive), and Lot 68A and 68B also known as Lot 68 (Duplex), Lot 69A and 69B also known as Lot 69 (Duplex), Lot 76A and 76B also known as Lot 76 (Duplex), Lot 77A and 77B also known as Lot 77 (Duplex), Lot 83A and 83B also known as Lot 83 (Duplex), Lot 84A and 84B also known as Lot 84 (Duplex) and Lot 85A and 85B also known as Lot 85 (Duplex)

Stoney Ridge P.U.D.

In the Town of Silt

According to the plat thereof recorded June 4, 2003 as Reception No. 628670

Garfield County, Colorado

Two handwritten signatures in cursive script, one above the other, located in the lower-left quadrant of the page.

**SUBDIVISION IMPROVEMENTS AND DEVELOPMENT AGREEMENT
STONE RIDGE PLANNED UNIT DEVELOPMENT PHASES II AND III**

THIS SUBDIVISION IMPROVEMENTS AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 14 day of MARCH, 2018, by and between the TOWN OF SILT, COLORADO, a Colorado municipal corporation (hereinafter "Town"), and Stoney K & M, LLC, a Colorado limited liability company, its successors, assigns, and its legal or other representatives (hereinafter collectively "Owner").

RECITALS

WHEREAS, Owner owns certain real property currently located in the Town of Silt known as Phases II and III of the Stoney Ridge Planned Unit Development, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, on or about January 13, 2003, the Town Board of Trustees (hereinafter "Board") approved Ordinance 28, Series of 2002, approving the Stoney Ridge Annexation, such document thereafter recorded in the office of the Garfield County Clerk and Recorder as Reception No. 623029; and

WHEREAS, on or about February 24, 2003, the Board approved Resolution 9, Series of 2003, a resolution approving the preliminary plan for the Property; and

WHEREAS, on or about March 10, 2003, the Board approved Ordinance 10, Series of 2003, an ordinance applying planned unit development ("PUD") zoning on the Property, such document thereafter recorded on April 16, 2003 in the office of the Garfield County Clerk and Recorder as Reception No. 625331; and

WHEREAS, on or about March 11, 2003, the Board approved the Annexation and Development and Development Agreement, in order to set forth the parties' agreement in writing concerning the terms and conditions of annexation of the Property to, and development of the Property in, the Town, such document thereafter recorded on March 17, 2003 in the office of the Garfield County Clerk and Recorder as Reception No. 623030; and

WHEREAS, on or about April 28, 2003, the Board approved Resolution 27, Series of 2003, a resolution approving a final plan/plat for the Property, such document thereafter recorded on June 4, 2003 in the office of the Garfield County Clerk and Recorder as Reception No. 628669; and

WHEREAS, on or about April 28, 2003, the Board approved a Subdivision Improvements Agreement for the Property, which contemplated three infrastructure construction phases, and deadlines for such phases, as well as such conditions of development, such document recorded on June 4, 2003 in the office of the Garfield County Clerk and Recorder as Reception No. 628671; and

WHEREAS, following the approvals set forth above, in 2006 the Property was transferred to a new owner; and

WHEREAS, on or about September 22, 2008, the Board approved the 1st Amendment to the Annexation and Development Agreement for the Property, extending deadlines for installing infrastructure within Phases II and III, to 2011 and 2014, respectively, such document recorded on October 1, 2008 in the office of the Garfield County Clerk and Recorder as Reception No. 756648; and

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

WHEREAS, Phases II and III were not developed as planned due to an economic downturn and the Owner just recently purchased the Property; and

WHEREAS, Owner now wishes to negotiate with the Town a mutual Subdivision Improvements Agreement (“SIA”) for the development of Phases II and III of the Property; and

WHEREAS, on or about February 12, 2018, the Board considered the Owner’s request for a Subdivision Improvements Agreement, to augment the Amended and Restated Annexation and Development Agreement, referenced herein; and

WHEREAS, on or about February 12, 2018, the Board approved the Owner’s request for a Subdivision Improvements Agreement, in a regular meeting of the Board of Trustees, with conditions; and

WHEREAS, on or about March 12, 2018, Owner requested that the Board consider additional changes to the Subdivision Improvements Agreement; and

WHEREAS, on or about March 12, 2018, the Board approved the Subdivision Improvements Agreement, with conditions.

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:

SUBDIVISION IMPROVEMENTS AGREEMENT

ARTICLE 1. CONSTRUCTION OF PUBLIC IMPROVEMENTS

1.01 Phased Construction. The public improvements for the Subdivision Phases II and III include all public improvements identified in: (i) the ARADA; (ii) the PUD Ordinance; (iii) the Final Plat; and (iv) the Construction Plans, as approved by the Board. The Public improvements described in items (i) through (iv) above shall be referred to hereafter as the “Improvements”. The Improvements shall be constructed in two (2) phases as set forth in Section 1.03, below.

1.02 Owner’s Performance. Owner hereby agrees, at Owner’s sole expense, to furnish all labor and materials necessary to complete the construction and installation, in a good and workmanlike manner, of the Improvements, according to the schedule set forth in Section 1.03 below. Construction and installation of said Improvements shall be in accordance with all applicable laws, regulations and standards of the Town, the State of Colorado, the United States of America, and the various agencies of such entities, including affected special districts and utility companies providing utility services. All Improvements shall also be completed in accordance with the Construction Plans, or as the same shall be supplemented or modified and thereafter approved by the Town. The Town agrees that, provided the Improvements are installed in accordance with this Agreement, Owner shall be deemed to have satisfied all terms and conditions of the zoning and subdivision laws, resolutions and regulations of the Town of Silt, Colorado.

A. As-Built Plans & Drawings. Within 60 days following completion of the Improvements and acceptance by the Town, Owner will furnish the Town, at no cost to the Town, four (4) copies of all plans, drawings and specifications, including supplemental drawings, relating to Improvements, a reproducible Mylar, and three (3) copies showing such Improvements in their as-built

locations. Additionally, Owner shall submit three (3) copies of AutoCAD files of all plans and drawings on a disk compatible with the Town's AutoCAD system. Specifications may be on a separate Word Processor disk. Owner shall pay the cost incurred by the Town for any outside consultants for transferring and posting the as-built drawings to the Town's records. The plans, drawings and legal description shall be prepared and certified by a qualified engineer in accordance with the requirements of the Town prior to the Town's acceptance of the Improvements. If needed due to revisions, an amended Final Plat showing all Improvements as existing shall be submitted within three (3) months of completion of the as-built drawings of the Improvements.

B. Materials and Workmanship. Unless otherwise specified, all materials used for the Improvements shall be new, and both workmanship and materials shall be of good quality. Prior to procurement, Owner shall furnish the Town for the Town's approval, the name of the manufacturer of equipment and materials that it contemplates incorporating into the Improvements. Owner shall also furnish information on capacities, efficiencies, sizes and the like as the Town may require. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used without the Town's approval shall be at the risk of subsequent rejection.

C. Permits and Easements. Owner shall furnish all land boundary surveys, permits, licenses, and easements of a temporary nature, if any, necessary for the construction of the Improvements.

D. Protection. Owner, at Owner's expense, shall continuously maintain adequate protection of all Improvements from damage prior to acceptance by the Town and shall protect the Town's property from injury and loss arising in connection with construction of Improvements under this Agreement. Owner shall adequately protect from damage adjacent property and shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by public authority or local conditions. Owner shall, at all times, whether or not specifically directed by the Town, take all necessary precautions to ensure the protection of the public health and safety. Owner shall furnish, erect, provide, and maintain, at Owner's expense, all necessary barricades, suitable and sufficient lights, watchmen, and construction signs, and take all necessary precautions for the protection of the work and safety of the public through or around Owner's construction operations as Owner and the Town shall deem reasonably necessary.

1.03 Phase Description and Schedule. The construction and installation of the Improvements associated with Phases II and III of the Subdivision will be completed in two (2) phases. Each phase, and the estimated construction period for such phase shall be submitted by the Owner and reviewed and approved by the Town.

1.04 Limitation upon Conveyance of Lots in Subsequent Phases. Consistent with the plat restriction upon the Final Plat, no individual lots within Phases II or III of the Subdivision shall be conveyed to a third party until (i) construction plans and estimated costs of construction for the Improvements in such phase have been reviewed and approved by the Town, and (ii) Security in the amount of 110% of such Improvements has been provided to the Town in accordance with the provisions of Article IV herein. Within ten (10) days of completion of (i) and (ii) above, the Town shall issue a Certificate of Compliance evidencing compliance with such conditions and providing a release of the restriction upon conveyance for the applicable phase and/or lot numbers, and shall thereafter record the Certificate of Compliance in the records of the Garfield County Clerk and Recorder, within five (5) business days after issuance.

ARTICLE 2. INSPECTIONS

2.01 Inspections by Town Engineer. The Town Engineer or other inspector designated by the Town (hereinafter "Inspector") shall exercise authority on the Town's behalf under this Agreement. The Inspector may, for substantial cause and without cost or claim against the Town, issue notice to the Owner to suspend work being carried out by Owner under this Agreement.

A. Inspections for Benefit of Town. All inspections by the Inspector or other Town personnel are performed for the Town's sole benefit. Owner may not rely on such inspections conducted by Town to determine the adequacy of the Improvements, but shall retain Owner's own inspector for such inspections. Although the Town engineer or other Town staff may undertake to advise Owner about problems with design, construction, installation or other elements of the Improvements which may arise, the Town intends and accepts no liability or responsibility to Owner as a result of such advice or inspections. Failure of the Town to advise of any deficiencies at any stage of construction shall not give rise to Town or Town engineer liability, and no action or inaction by the Town shall affect or waive the rights of the Town to enforce against Owner all requirements and specifications of construction and all provisions of this Agreement. Further, no third party beneficiary relationship shall be intended or created by virtue of the Town's inspections or advice concerning the Improvements. Unless expressly stated to the contrary, the approval of Owner's or Owner's engineer's plans or drawings by the Town does not waive, and is not intended to waive, applicable specifications or general requirements for good engineering practice.

B. Observation of Day-to-Day Activities. The Inspector shall observe day-to-day activities of the contractor engaged by Owner to construct the Improvements and the progress of the Improvements. In the event the Inspector determines, and the Town Engineer concurs, that deviations or variances from the project drawings, specifications or Town standards are necessary to protect the health and safety of potential residents, the Town engineer and applicant may agree to said changes. Once accepted by the Owner, all such decisions of the Town Engineer shall be final and binding on the Town. In the event that the Owner or Town Engineer do not agree as to the necessity for said deviations, that matter may be reviewed by the Town Board.

C. Cooperation by Owner. The Inspector shall have free access to the Improvements at all reasonable times, and Owner shall furnish the Inspector with the opportunity to ascertain whether the work being performed, or the work which has been completed, is in accordance with the requirements of this Agreement. To assist the Inspector, Owner shall make available for inspection any records kept by Owner concerning work performed in connection with construction of the Improvements.

D. Scope of Inspections and Authority. Inspections may extend to all or any part of the work and to the preparations and manufacturer of the materials to be used. The Inspector will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Owner. The Inspector will have authority to reject defective material and to suspend any work that is being done improperly.

E. Limitation of Responsibility. The Inspector will in no way be responsible for how the work is performed, safety in, on or about the work site, methods of performance, or timeliness in the performance of the work.

F. Remedies of Inspector. In the event that the Inspector determines that any suspension of work, or other adverse action, is warranted, or in the event that Owner or Town Engineer

determine that alterations or deviations are necessary but they cannot mutually agree, Inspector shall first notify Owner in writing of his decision, the reasons therefore, and the corrective action necessary to remedy the problem. Except as necessary to protect the immediate health and safety of the public, in which case the Inspector shall have the authority to order an immediate suspension of work, Owner shall have 5 days to respond to said notice and shall either accept or object to said corrective action, Owner shall file its objection in writing to the Town Administrator, Town Board or Town Attorney, and the Town Board shall as soon as reasonably possible thereafter review the position of the Inspector and the Owner and make a determination. Nothing herein shall allow the Town to order that any final document, including the final specifications for the Improvements, can be altered or varied.

2.02 Quality of Work. If substandard material, not conforming to the requirements of the plans, drawings, and specifications as approved by the Town (the "Applicable Standards"), has been delivered to the work site, or has been incorporated into the work, or if work not conforming to Applicable Standards is performed, then such material or work shall be considered defective and shall be removed and replaced as directed by the Inspector at the expense of Owner. In order to ensure that all material and work meets the Applicable Standards, the following provisions shall apply:

- (1) All materials and workmanship shall be subject to examination and testing at any time during the work or before such materials have been incorporated into the Improvements. If Owner fails to replace rejected materials, the Town may replace them, or correct defective work and charge the cost thereof to Owner. Any failure by the Inspector to detect defective material or workmanship prior to completion of the Improvements shall not impair the Town's right to final, completed Improvements that meet Applicable Standards.
- (2) If any Improvements or portion thereof should be covered up without approval or consent of the Inspector, such Improvements must, if required by the Inspector, be uncovered for examination at Owner's expense.
- (3) If the Applicable Standards, the Inspector's instructions, or laws of any public authority require any work to be specifically tested or approved, Owner shall give the Inspector timely notice of such inspection and provide the Inspector with the opportunity to observe such inspection.
- (4) Re-examination of work or materials that have been previously inspected and installed may be ordered by the Inspector and, if so ordered, the work or materials must be uncovered by Owner. If such work or materials are found in accordance with this Agreement and the Applicable Standards, the Town shall pay all costs associated with such re-examination, replacement, and restoration of the site. If such work or materials are found not in accordance with this Agreement and the Applicable Standards, the Owner shall pay such costs.
- (5) The Inspector may order Owner to suspend work that may be damaged or endangered by climatic conditions. When adverse climatic conditions are unusual and extensive, an extension of time may be granted Owner by the Inspector to complete the work.

ARTICLE 3. FEES

3.01 Fees and Charges. Pursuant to Silt Municipal Code and the annual Board resolution to adopt fees, Owner shall pay in full to the Town all reasonable fees incurred by the Town relating to the Subdivision approval process, platting, or the construction and installation of Improvements, including engineering, surveying, legal, observation, inspection, filing or recording fees, and related expenses incurred in connection with the Subdivision (hereinafter the "Town's Fees"). Further, to the extent that the Town incurs attorney fees and court costs in connection with the implementation or enforcement of this Agreement, said fees shall be included in the Town's Fees. The Town's Fees shall not exceed the actual and reasonable costs incurred by the Town for the above services, subject to additional fees and "review supervision" expenses of the Town, as defined in said Section.

3.02 Billing and Payment. The Town's fees, including fees for outside engineering, legal and other consultant services, shall be calculated and billed to the Owner monthly. Owner's payment of the Town's fees shall be due within thirty (30) days after the Owner's receipt of the Town's invoice therefor. Owner has the right to request statements detailing the expenses or costs invoiced by the Town, which detailed statements shall be provided within three (3) days of request. The parties hereby agree that inspection fees to be billed to and paid by Owner under this Agreement shall not exceed fees for more than a weekly average of twenty (20) hours of inspection service for each week of actual work on Improvements, billed at the current Boundaries Unlimited, Inc. billing rate for field inspection services, except for circumstances requiring analysis and decision on the Town's behalf by a Registered Professional Engineer (RPE). Said fees shall be billed at the current billing rate of the RPE assigned to the analysis. Both the inspection rates and the RPE rates may be amended from time to time as approved by the Board.

ARTICLE 4. SECURITY FOR PUBLIC IMPROVEMENTS

4.01 Obligation to Post Security. It is understood by the parties that, for purposes of this Agreement, the anticipated costs of Improvements associated with the first phase of the Subdivision are contained in Exhibit B to this Agreement. Upon determination of the appropriate amount of Security for each phase, as provided in Section 1.04 above, the provisions of this Article IV shall apply to the posting and release of such Security.

A. Form of Security. In order to secure Owner's obligation to complete the Improvements in accordance with this Agreement, Owner shall provide the Town with adequate collateral and a performance guarantee by letter of credit or other form reasonably acceptable to the Town (hereinafter "Security"), and thereafter, in the event of expiration of such Security prior to completion and acceptance of the Improvements, shall provide acceptable substitute Security no later than 30 days prior to the expiration of the Security.

B. Amount of Security. The amount of Security shall be equal to the sum of (i) one hundred ten percent (110%) of the total expected cost of the Improvements for each individual phase or sub-phase associated with the Subdivision as proposed by the Owner's Engineer throughout the infrastructure construction process, and as reviewed and approved by the Town Engineer and (ii) with respect to each phase or sub-phase, ten percent (10%) of the costs of those Improvements completed by Owner prior to execution of this Agreement (the "Pre-SIA Improvement Costs"). For purposes of this

Agreement, the Pre-SIA Improvement Costs are hereby determined to be \$1,140,591.29. In the event the proposed Improvements provided hereunder are modified in the future to ensure consistency of the Improvements with the Applicable Standards, the amount of the Security may also be modified to reflect the revised cost of such Improvements. The parties further recognize and agree that Owner shall not have to provide Security for any portion of the Improvements which are to be constructed and installed by a utility company (e.g., electric utility, natural gas utility, and the like) for which Owner has already paid and provides the Town proof of such payment in accordance with Section 7.01 hereof.

4.02 Default.

A. Events of Default. The following events shall be determined to be defaults by Owner:

(1) The failure by Owner to make any payment herein required to be made by Owner in connection with work performed to construct the Improvements; or

(2) The failure of Owner to complete any of the Improvements or otherwise perform hereunder within the time periods set forth herein.

B. Failure to Cure. Upon Owner's default, and following a reasonable period of time, not to exceed 30 days, for Owner to cure said default after Owner receives written notice from the Town (provided, however, if the nature of the Owner's default is such that more than thirty (30) days are reasonably required for a cure of such default, then the Owner shall not be deemed to be in default if Owner commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion), the Town may complete any such performance on behalf of Owner within a reasonable time and in such manner, by contract with or without public letting, or otherwise, as it may deem advisable, and issuer shall disburse out of said fund, upon the Town's request, and after reasonable written notice to Owner, the necessary money to pay for such performance or to make such required payments, including interest thereon, if charged by the payee in connection with such performance; provided, however, that in no event shall issuer be obligated to pay to the Town more than the total amount of the money ever held by it in said fund (less those amounts previously disbursed upon approval by the Town) by reason of the default of Owner in performance of the terms, covenants and conditions contained in this Agreement.

C. Successive Defaults. The procedures for performance by the Town, in the event of default by Owner under this Agreement, and payment of costs therefor, shall apply whether there be one or more defaults, or a succession of defaults on the part of the Owner in performing the terms, covenants and conditions contained in this Agreement.

4.03 Posting and Release of Security. Owner shall post or deposit Security in the amount required by Section 4.01, above, before commencing work on any Improvements within a given phase or sub-phase. The Town shall not issue any certificate of occupancy for any structure on any lot in the Subdivision until all Improvements have been completed and have been accepted by the Town. Upon completion of the Improvements for each phase, Owner shall provide the Town with a Certificate of Completion signed and stamped by a professional engineer licensed in the State of Colorado (the "Owner's Engineer") certifying that the Improvements have been constructed in accordance with the requirements of this Agreement. Upon the Town's receipt of a Certificate from the Owner's Engineer that the Improvements are acceptable, the Town shall return to Owner within thirty (30) days from the date of receipt of said Certification the Security marked "Satisfied in Full", and shall otherwise release the Security; provided, however, (i) that the Town may inspect said Improvements and submit a notice of

deficiencies as provided in Section 4.06 hereof, and (ii) that the Owner has submitted to the Town the Warranty Security as required by Section 4.07 below. The Town shall not unreasonably withhold Acceptance of Improvements.

4.04 Partial Releases of Security. The Owner may apply to the Town for a partial release of the Security on a monthly basis for those Improvements completed within the preceding quarter. Upon application for a partial release, the Town shall have the opportunity to inspect the completed Improvements in accordance with Section 4.06 hereof. If such Improvements are approved after inspection, the Town shall release to the Owner ninety percent (90%) of the Security allocated to the completion of the inspected Improvements. Such partial release of Security shall not alter or diminish the Town's right to make a final inspection of all Filing Improvements as provided for in Section 4.06.

4.05 Substitution of Security. The Town may, at the Town's option, permit Owner to substitute other collateral acceptable to the Town for the collateral originally given by Owner to secure the completion of Improvements as hereinabove provided or reduce the amount of the Security instrument.

4.06 Acceptance Process. Upon completion of all of the Improvements for each individual phase, Owner shall provide Town with a written certification of completion from Owner's Engineer that the Improvements have been completed in accordance with the approved plans and specifications. Thereafter:

- (1) The Town shall be entitled to make a final inspection of the Improvements and shall not unreasonably refuse to accept the Improvements;
- (2) If the Town determines that the Improvements, or any portion thereof, are not constructed in compliance with the approved plans and specifications, the Town shall furnish a letter of potential deficiencies to Owner within thirty (30) days from the date of the Town's receipt of the certification of completion by Owner's Engineer;
- (3) If the Town does not submit a letter of potential deficiencies to Owner within said thirty (30) days, all Improvements certified as complete by Owner's Engineer shall be deemed accepted, and the Town shall release the Security as provided above;
- (4) If the Town furnishes a letter of potential deficiencies to Owner within said thirty (30) day period, the Town shall have sixty (60) days to complete the Town's investigation and provide a written confirmation of the deficiencies to the Owner;
- (5) Upon receipt of a confirmation of the deficiencies, Owner shall then have a reasonable time, not to exceed ninety (90) days, unless the Town extends due to circumstances beyond Owner's control, to remedy the confirmed deficiencies. Upon Owner's remedy and the Town's confirmation that the deficiencies are cured, the Town shall deem the Improvements accepted and release the Security as provided above;
- (6) Upon acceptance as set forth above of all of the Improvements, the Town shall thereafter own and assume responsibility for the operation and

maintenance of the Improvements subject to Owner's warranty as set forth below;

- (7) Notwithstanding the foregoing, the Town's final inspection and acceptance of a portion of the Improvements, whether or not accompanied by a partial release of the Security, shall not constitute acceptance of *all* Improvements, the latter of which shall result in the beginning of the Owner's warranty period addressed in Section 4.06 of this Agreement.

4.07 Warranty. Owner warrants that upon the "Date of Completion" of the Improvements for each master phase, such Improvement(s) will be free of defects in design, materials, and construction for a period of two years following such date. The "Date of Completion" for any Improvement, and for all Improvements, shall be the date on which all of the Improvements shall have been accepted in accordance with the terms of the above Section 4.06.

A. Posting of Warranty Bond. During the two-year period following the Date of Completion, Owner, at its sole cost and expense, (i) shall post a letter of credit, warranty bond, or other form of security acceptable to the Town in the amount of the sum of 10% of the cost estimate for the Improvements shown for that particular phase and, with respect to the first phase, 10% of the Pre-SIA Improvement Costs (collectively, the "Warranty Security"), and (ii) shall make all needed and necessary repairs and replacements due to defective materials, design or workmanship, breach of contract or failure to abide by the Applicable Standards (the "Warranty Repairs").

B. Obligation for Necessary Repairs. If, after thirty (30) days from mailing of a written notice from the Town to Owner requesting Warranty Repairs, which thirty (30) days shall be extended for weather conditions preventing such work, Owner shall not have undertaken with due diligence to make such repairs, then the Town may make the same at Owner's expense. In the case of emergency, as determined in the sole discretion of the Town, such thirty (30) day period is waived.

C. Release of Warranty Security to Town. The Warranty Security shall be drawable by the Town without the consent of the Owner, and, upon the Town conducting Warranty Repairs pursuant to the provisions of this Section 4.07, Town may draw on such Warranty Security as reasonably required to reimburse the Town for the costs of such repairs. The Town shall accept the Improvements for maintenance and repair upon the expiration of the 2-year warranty period.

ARTICLE 5. DEDICATION OF PUBLIC IMPROVEMENTS

5.01 Dedication. Owner shall obtain, at Owner's expense, all rights of way and easements required to effect construction of the Improvements. Owner agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign, to the Town, in such form as may be required by the Town, such easements and other rights as acquired by Owner as may be reasonably required for the construction of the Improvements.

5.02 Parkland Dedication/Open Space/Trails. Owner made a dedication on the final plat for park, open space, and trail corridors as shown on such document recorded on June 4, 2003 in the office of the Garfield County Clerk and Recorder as Reception No. 628669. If not already done, Owner shall execute and deliver a special warranty deed or other documentation required to Town, which documentation shall transfer to the Town such land for on-site park, open space and trails purposes only.

Such deed shall except from the warranties therein, all easements, restrictions, covenants and conditions presently of record or existing and in place. Owner shall assign necessary easements in a form acceptable to the Town for all off-site easements required by the ARADA. Consistent with Section 2.02B of the ARADA, Owner shall make certain public park improvements, as set forth in the landscaping plans for the parks included as part of the Construction Plans, and shall reasonably coordinate the installation of such improvements with the Town. Owner shall submit plans and specifications for construction of the park improvements to the Town for staff approval.

ARTICLE 6. LOT SALES AND PERMITTING

6.01 Sale of Lots. Subject to Section 7.06, and upon delivery of the appropriate Security for the Improvements in the applicable phase, Owner shall be entitled to contract for and convey lots within such phase of the Subdivision, provided, however, that such right shall not include the right to issuance of certificates of occupancy. Owner shall provide written notification of such limitation to third party buyers of lots, and the Town shall have no obligation to issue certificates of occupancy as a result of the sale of lots to third party buyers.

6.02 Building Permits. Subject to Section 7.06, and upon Owner's delivery of the appropriate Security for the Improvements in the applicable phase, the Town may issue building permits for improvements on any lot in the applicable phase. The Town's issuance of a building permit does not raise a presumption of the availability of a Certificate of Occupancy, the issuance of which is governed by Section 6.03 and the Town's adopted building codes.

6.03 Issuance of Certificates of Occupancy. In no event shall a certificate of occupancy be issued for any lot within a given phase of the Subdivision until all Improvements for such phase have been completed and are accepted by the Town.

ARTICLE 7. OTHER OWNER OBLIGATIONS.

7.01 Other Utilities. The parties understand and agree that in accordance with standard operating procedures of certain public utility companies which will be providing service to the Subdivision (e.g., electric utility, natural gas utility and not including water and wastewater), Owner will be responsible for advance payment of one hundred percent (100%) of the cost of installing such utilities to the utility company for that phase of development then under construction. Thereafter, the applicable utility company will install such utility services to the Subdivision. The plans and specifications for all such utilities shall be subject to prior approval of the Town and the affected utility company. Upon proof of payment by Owner, the portion of the cost of installing such utility that Owner pays in advance to the affected utility company shall not be included within the costs for which Owner must provide Security under this Agreement. Notwithstanding the foregoing, Owner shall arrange for, be responsible for, and pay any and all amounts necessary to extend all such utilities to all of the lots within the Subdivision in accordance with the schedule set forth in Section 1.03, above. All such utilities shall be underground. Street Improvements required by this Agreement to be completed by Owner will not be deemed complete until all main utility lines that are designed to be constructed under streets have been completely installed and until all service lines to individual lots from such main lines have been installed. Owner shall ensure that any above-ground utility infrastructure and facilities do not interfere with rights-of-way or other easements dedicated to the Town.

7.02 Dust and Erosion Control. Owner shall maintain all streets and surrounding areas during construction of the Improvements by employing techniques acceptable to the Town for dust, mud and erosion control.

7.03 Street Names and Traffic Control Signs. All public street name, parking and traffic control signs within the Subdivision shall be supplied at the Owner's expense. All signs shall conform to the Town's requirements. Owner shall install said signs in the Subdivision at the time other Improvements are completed, at locations directed by the Town and at no cost to the Town. Said signs shall be replaced if damaged at any time prior to termination of the Warranty Period contemplated by Section 4.07 above; provided, however, that in the event the Town identifies the third party responsible for such damage, the Town shall seek replacement from such third party.

7.04 Water Rights Dedication and Water System Connection.

A. Water Rights. Owner has complied with the original ADA concerning domestic water rights dedication or payment of in lieu fee, for all phases of development within the Subdivision, based on the final plan/plat for the Property, such document thereafter recorded on June 4, 2003 in the office of the Garfield County Clerk and Recorder as Reception No. 628669. Notwithstanding the foregoing, Owner shall submit evidence to the Town that Owner has made full dedication of "Irrigation Water Rights", defined in the original ADA, to the property owners' association contemplated therein, prior to the Town's acceptance of Improvements.

B. Connection to Water, Wastewater and Irrigation Facilities. Connection of the Subdivision domestic and irrigation water facilities and wastewater facilities to the Town's water and wastewater systems shall be done in accordance with the approved engineering plans and drawings. Without limiting the generality of the foregoing, Owner shall, prior to final inspection and acceptance of the Improvements for a phase as contemplated in Section 4.06 above, at its sole cost, (i) install water meters of a type determined by the Town on all irrigation service lines to all open space and parks in the Subdivision, (ii) install an irrigation meter pit with touch read lid, tracer wire, and tap from the irrigation main to each individual lot and all open space and parks; and (iii) provide proof to the Town of the size of the irrigation storage tanks described in the Phase I Construction Plans with a capacity of no less than 98,000 gallons. The parties hereto contemplate that individual lot owners will install, at their own cost, Town-approved irrigation water meters to individual lots during construction and prior to the issuance of a certificate of occupancy for the applicable lot.

7.05 Dogs Prohibited During Construction. Owner shall prohibit its contractors and subcontractors from bringing dogs onto the Property, even if such dogs are to be kept inside motor vehicles. Violation of this provision shall result in immediate eviction of the dog(s) and the dog(s) owner or harbinger from the Property by the Owner or the Town. In the event of a second violation by the same dog(s) and/or dog owner or harbinger, the dog and such owner or harbinger shall be evicted from the Property immediately by the Owner or the Town, and the Owner or the Town shall prohibit the offending owner or harbinger from entering or working within or on the Property for the following six (6) calendar months. Notwithstanding the foregoing, the Town shall not restrict Owner from entering the Property with his dog(s).

7.06 Silt Pump Canal Agreement.

A. The parties acknowledge and agree that Phases II and III are subject to a "Contract for Exchange of Easements and Relocation of Facilities", otherwise known as the "Silt Pump Canal Ditch Piping Agreement", made between the Property's prior owner, the Silt Water Conservancy District

("District"), and the Bureau of Reclamation ("Bureau"), and further known as Contract 07-LM-40-02920, which stipulates the conditions by which Owner shall install improvements related to the piping of the Silt Pump Canal ditch. The aforementioned agreement (i) provides for the relocation of the Silt Pump Canal easement through the Subdivision; (ii) sets forth conditions upon the use of the easement by District and Bureau that are consistent with the use of such easement as a public right-of-way; (iii) sets forth a fair and equitable sharing of responsibility for the maintenance, repair and replacement of the canal between the Town, the property owners' association formed within the Subdivision, and the District; and (iv) clearly imposes upon the property owners' association primary liability for property damage resulting from failure of the canal or the pipeline. Nothing in this SIA requires Owner to relocate or pipe the canal, and in the event that Owner elects not to pipe the canal as per Contract 07-LM-40-02920, the Owner will seek to replat the lots affected by the canal as are set forth on the final plan/plat for the property.

B. In the event that Owner elects to pipe the canal as set forth above, the Bureau is requiring certain materials to be used by Owner as a part of this piping. These materials may take additional time to procure, and as such, the piping may be delayed until 2019. In this event, certain improvements/Lots within Phase III may not be completed until 2019. The specific improvements in Phase III which are affected and cannot be completed are Lots 101, 108, 109 and 110 ("the Lots") and the road identified as "Sandstone Road". Owner agrees that it will not sell the Lots and no Certificates of Occupancy will be issued on these Lots until such time as the canal piping is completed or the Lots are re-platted as set forth in 7.06(A) above. This delay in piping will not affect the issuance of Certificates of Occupancy for any of the other lots in Phase III.

ARTICLE 8. GENERAL PROVISIONS

8.01 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.

8.02 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the provisions and intent of this Agreement.

8.03 Indemnification. To the extent allowed by law, Owner agrees to indemnify and hold the Town harmless for claims which may arise as a result of Owner's installation of Improvements pursuant to this Agreement, including those Improvements installed by Owner prior to the execution of this Agreement; provided, however, Owner does not indemnify the Town for claims made asserting that those standards imposed by the Town on Owner are improper for the cause of the injury asserted. The Town shall be required to notify Owner of receipt of a notice of claim or notice of intent to sue and shall afford Owner the option of defending any such claim or action. Failure to notify and provide such option to Owner shall extinguish the Town's rights under this Section. Nothing herein shall be interpreted to require Owner to indemnify the Town for claims that may arise from the grossly negligent acts or omissions of the Town.

8.04 Breach.

A. Breach by Owner, Town's Remedies. In the event of any default or breach by Owner of any term, condition, covenant or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety, and welfare, to protect lot buyers and

builders, and to protect the citizens of the Town from hardship. The Town's remedies include all those provided under the Security, and the following:

- (1) The refusal to issue to Owner any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described in subparagraph (2) below has been recorded. This remedy shall not be applied to bona fide purchasers;
- (2) 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 or her designee, stating that the terms and conditions of this Agreement have been breached by Owner. At the next scheduled Board meeting following execution of the affidavit by the Town Administrator, the Board shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the breach, or default, has been cured. The execution of an affidavit by the Town Administrator or his or her designee and approved by the Board stating that the default has been cured shall remove this restriction;
- (3) A demand that the security given for the completion of the public improvements be paid or honored;
- (4) The right to file a lien against the Property to prevent the future sale of lots;
- (5) The refusal to consider further development plans within the Property; and/or
- (6) Any other remedy available by law.

Unless necessary to protect the immediate health, safety and welfare of the Town of Town residents, the Town shall provide Owner ten (10) days written notice of the alleged breach and its intent to take any action under this Section during which ten-day period Owner may cure the breach described in said notice and, upon agreement by Town that such breach has been cured, prevent further action by the Town. Furthermore, unless an affidavit as described in this Section has been recorded with the Garfield County Clerk and Recorder, any person having business dealings with Owner shall be entitled to assume that no default by Owner has occurred hereunder unless a notice of breach has been served upon Owner as described above, in which event Owner shall be expressly responsible for informing any such third party of the claimed default by the Town.

B. Breach by Town: Owner's Remedies. A "breach" or "default" by the Town under this Agreement shall be defined as:

- (1) Any zoning or land use action by the Town which would alter, impair, prevent, diminish, impose a moratorium on development or unreasonably delay the development plan, as vested by the ARADA, and specifically excluding any non-discriminatory regulatory actions or circumstances beyond the reasonable control of the Town.

(970) 928-9600 FAX

8.07 Amendment. This Agreement may be amended and restated from time to time, provided that any such amendment and restatement be in writing and signed by all parties hereto.

8.08 Binding Effect. This Agreement shall be a covenant running with the title to each lot within the Subdivision, and shall be enforceable against the Owner, the Owner's successors, heirs, legal representatives, and assigns.

8.09 Attorneys' 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 attorneys' fees shall survive any termination of this Agreement.

8.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

8.11 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

8.12 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) the Town has no interest or responsibilities for, or duty to, third parties concerning any Improvements until such time, and only until such time, that Town accepts the same pursuant to the provisions of this Agreement; and (iii) the Town and Owner hereby renounce the existence of any form of agency relationship, joint venture or partnership between Town and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Town and Owner.

8.13 Force Majeure. Performance by either party of its obligations hereunder (other than for payment of money or other financial obligations) shall be excused during any period of "Permitted Delay" as hereinafter defined. For purposes hereof, Permitted Delay shall mean delay beyond the reasonable control of the party claiming the delay, including, but not limited to (i) acts of God, including but not limited to earthquakes, floods, fire, weather conditions that are abnormal for the period of time and could not have been reasonably anticipated, and other natural calamities; (ii) civil commotion; (iii) riots; (iv) strikes, picketing or other labor disputes; (v) shortages of materials or supplies; (vi) damage to work in progress by reason of fire, floods, or other casualties; (vii) failure, delay or inability of the other party to act, provided, however, that Town's failure to take a discretionary action shall not be a Permitted Delay for Owner; (viii) vandalism; or (ix) delay caused by restrictions imposed or mandated by government entities other than the Town.

8.14 Waiver of Defects. By executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

8.15 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.

8.16 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 Town and Owner.

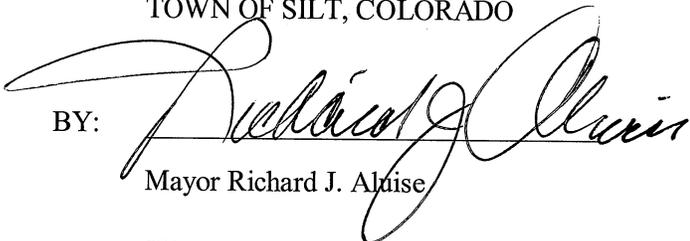
8.17 Assignment. This Agreement may be assigned by the Owner hereto in whole or in part and in the event of assignment, the Owner shall provide the Town with notice of the name and address of the Assignee.

8.18 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.

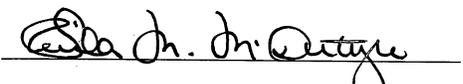
8.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

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 Richard J. Altise

ATTEST:


Town Clerk Sheila M. McIntyre, CMC



Stoney Ridge K & M, LLC

By: 
Melinda Lyon Bell, Member

Exhibit A

Legal Description

Lots 68 – 100, 101-103, 106-140

Stoney Ridge Planned Unit Development

as recorded June 4, 2003, as Reception No. 628669

Exhibit "B"

Stoney Ridge PUD - Final Public Improvements Phase III
Silt, Colorado



3/14/18

Engineers Opinion of Probable Costs

ITEM	DESCRIPTION	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$12,000.00	\$12,000.00
2	Traffic Control	1	LS	\$2,000.00	\$2,000.00
3	Performance and Payment Bond	1	LS	\$15,000.00	\$15,000.00
	Subtotal				\$29,000.00
	Earthwork				
4	Excavation	3,000	CY	\$3.00	\$9,000.00
5	Embankment	2,500	CY	\$3.00	\$7,500.00
6	Strip and Stockpile Topsoil (6" over roadway)	200	CY	\$3.00	\$600.00
	Subtotal				\$17,100.00
	Roadways				
7	Fine Grading	8,378	SY	\$2.50	\$20,944.30
8	Road Base (8" under Roadways and 6" under Alleys)	2,800	TON	\$25.00	\$70,000.00
9	3" Asphalt Mat	968	TON	\$95.00	\$91,945.47
10	5" Reinforced Concrete (Alleys)	8,960	SF	\$8.00	\$71,683.12
11	C 200 Geotextile fabric	6,788	SY	\$1.50	\$10,181.49
	Subtotal				\$264,754.38
	Concrete Paving				
12	6.5' Mountable Curb w/ Prep and Base	1,669	LF	\$30.00	\$50,082.00
13	6.5' Vertical Curb w/ Prep and Base	2,087	LF	\$30.00	\$62,622.00
14	24" Vertical Curb w/ Prep and Base	1,130	LF	\$17.50	\$19,775.00
15	4' Detached Sidewalk 4" Thick	1,130	LF	\$25.00	\$28,250.00
16	ADA Ramp	26	EACH	\$500.00	\$13,000.00
17	6' Valley Pan	100	LF	\$35.00	\$3,500.00
	Subtotal				\$177,229.00
	Slope Protection/Erosion Control				
18	Silt fence	1,092	LF	\$2.00	\$2,184.00
19	Straw Bale Dikes	0	EA	\$50.00	\$0.00
20	Stabilized Construction Entrance	1	LS	\$1,200.00	\$1,200.00
21	Dust Palliative and watering	1	LS	\$5,000.00	\$5,000.00
22	Re-vegetation	0.25	ACRE	\$2,200.00	\$550.00
	Subtotal				\$8,934.00
	Storm Drainage				
23	12" ADS	0	LF	\$39.00	\$0.00
24	Type R Inlet-4'	0	EACH	\$4,000.00	\$0.00
	Subtotal				\$0.00
	Water System				
25	8" C-900 water main w/ fittings 5.5' Bury	1,282	LF	\$42.00	\$53,844.00
26	8" Gate Valve	5	EACH	\$1,000.00	\$5,000.00
	12" C-900 water main w/ fittings 5.5' Bury	862	LF	\$60.00	\$51,727.20
	12" Gate Valve	5	LF	\$1,500.00	\$7,500.00
27	Tie Into Existing Water	2	EACH	\$1,000.00	\$2,000.00
28	Fire Hydrant Assembly	4	EACH	\$3,750.00	\$15,000.00
29	Water Services 1"	37	EACH	\$1,200.00	\$44,400.00
	Subtotal				\$179,471.20



Reception#: 904325
03/15/2018 10:15:34 AM Jean Alberico
18 of 20 Rec Fee:\$108.00 Doc Fee:0.00 GARFIELD COUNTY CO

**Stoney Ridge PUD - Final Public Improvements Phase III
Silt, Colorado**



3/14/18

Engineers Opinion of Probable Costs

ITEM	DESCRIPTION	Quantity	Units	Unit Price	Total
Sewer System					
30	8" SDR-35 sewer 0-12'	2,000	LF	\$42.00	\$84,000.00
31	Manholes	11	EACH	\$3,500.00	\$38,500.00
32	Manholes - Tie Into Existing Line	0	EACH	\$1,000.00	\$0.00
33	Sewer Encasement 4'x4' X20 W/ REBAR	3	EACH	\$3,800.00	\$11,400.00
34	Sewer Services	37	EACH	\$1,300.00	\$48,100.00
35	Sewer Testing	2,000	LF	\$1.00	\$2,000.00
36	Vacuum Test Manholes	10	EACH	\$175.00	\$1,750.00
37	TV Sewer	2,000	LF	\$1.00	\$2,000.00
	Subtotal				\$187,750.00
Shallow Utilities					
38	Joint Trench (Electric, Phone, Cable)	2,291	LF	\$12.00	\$27,487.68
39	Joint Service Trench	2,116	LF	\$12.00	\$25,392.72
40	Set Electric Box	20	EACH	\$500.00	\$10,000.00
41	Set Electric Transformer	6	EACH	\$800.00	\$4,800.00
42	Conduit under road	1	LS	\$1,000.00	\$1,000.00
43	Gas and Electric Company Allowance	1	EACH	\$1,900.00	\$1,900.00
	Subtotal				\$70,580.40
Raw Water Irrigation System					
44	2" Class 200 Irrigation line ?? Cover	261	LF	\$16.20	\$4,235.65
45	4" Class 200 Irrigation line ?? Cover	1,531	LF	\$16.20	\$24,801.71
46	6" Class 200 Irrigation line ?? Cover	1,073	LF	\$18.35	\$19,682.39
47	8" Class 200 Irrigation line ?? Cover	1,116	LF	\$20.90	\$23,332.76
48	10" Class 200 Irrigation line ?? Cover	0	LF	\$27.00	\$0.00
49	42" Spirolite Pipe	600	LF	\$105.00	\$63,000.00
50	Irrigation Taps (ASSUME 20' TRENCH)	37	EACH	\$350.00	\$12,950.00
	Subtotal				\$148,002.52
Signage and Lighting					
51	Signs	17	EACH	\$300.00	\$5,100.00
52	Street Lights	6	EACH	\$7,000.00	\$42,000.00
53	Electric Service to Street Lights	889	LF	\$12.00	\$10,669.80
	Subtotal				\$57,769.80
	TOTAL				\$1,140,591.29

EXCLUSIONS: Construction Staking, Geotech Testing, Rock Excavation, Import or Export of Material, Dewatering



Reception#: 904325
03/15/2018 10:15:34 AM Jean Alberico
19 of 20 Rec Fee:\$108.00 Doc Fee:0.00 GARFIELD COUNTY CO



Reception#: 904325
 03/15/2018 10:15:34 AM Jean Alberico
 20 of 20 Rec Fee: \$108.00 Doc Fee: 0.00 GARFIELD COUNTY CO



FIRSTBANK

2014 GRAND AVENUE GLENWOOD SPRINGS, COLORADO 81601 970-947-0300

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 8837850

Amount: U.S. \$ 400,000.00 (four hundred thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on March 9, 2018 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

STONEY K&M, LLC
 Entity Type: Limited Liability Company
 0450 County Road 229
 Silt, CO 81652

BENEFICIARY:

CITY OF SILT
 Entity Type: Domestic Government Unit
 231 N 7th Street PO Box 70
 Silt, CO 81652

ISSUER:

FIRSTBANK
 12345 West Colfax Avenue
 Lakewood, CO 80215

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under FirstBank Letter of Credit No. 8837850 dated March 9, 2018." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 6:00 PM Mountain Time (Time) on September 9, 2018 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. NON-TRANSFERABLE. This Letter of Credit is not transferable.

6. APPLICABLE LAW. This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of Colorado, except as those laws conflict with the UCP.

ISSUER:

FirstBank

By 
 Timothy J. Kelly, Senior Vice President

Date 3/14/2018



Date: February 4, 2020
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities, initiatives and news:

- **Parks Recreation Culture Master Plan**
 - The subcommittee met last week to receive the latest version of the document. Janet has done a terrific job writing the details. We will meet again soon to discuss the document and next steps. Almost 100 people have taken the survey. If you haven't done so yet, there's still time! You'll find a link to it on the home page of our website.

- **Metro District Subcommittee**
 - We have received a draft master plan from the developers of Painted Pastures. We are studying the draft to see if it will meet the needs, with revisions, of the Town.
 - We are still in a process to identify "outside counsel" for the Town, to be paid for by the developer.

- **Water/Wastewater/Irrigation**
 - As a staff, we continue to work on these most important issues.
 - We have scheduled time to bring an EQR increase to the Board in July, as directed, after the study with Engineer Michael Erion was presented. (Report included in the January 13 Board Packet)
 - The Board received a briefing on Silt's water rights from Attorney Michael Sawyer and as promised, we have scheduled "the big water talk" with Attorney Sawyer for the first meeting in May.
 - Continued water system improvement conversations with Engineers Deric Walter and Tony Zancanella, Jack Castle, Janet Aluise and Trey Fonner. We have learned that the "sand filtration system" we had planned for the Spring FMLD grant application is more complicated and more expensive than originally thought. Much more preparatory work must be completed prior to grant application submission. More on that from Deric elsewhere in this packet and at Monday's work session.

- **Silt I-70 Interchange**
 - Silt received a \$201,599.75 grant from the IMTPR. This money is from CDOT's Multi-Modal Options Fund, designed to provide pedestrian and cyclist access. We will use it in our overall design and engineering for the interchange, which will include pedestrian/cyclist improvements. This brings to \$375,000 in grant funding for the project to go along with \$250,000 in Town of Silt funding. We have an additional grant application (Transportation Alternatives Program--TAP) outstanding, of which a decision is due this spring.

- **CRAFT Grant**
 - The Town of Parachute's Jessica Paugh reported to us last week that we have been awarded this grant. We applied again with Parachute, New Castle and Rifle to assist us in developing and marketing our recreational amenities, including the Colorado River. Rifle Assistant City Manager Nathan Lindquist will present additional information at the February 10 meeting.

- **Town Condo Contamination**
 - We have received clearance from the industrial hygienist that the remediation of the methamphetamine contamination was successful. We are now renovating the unit, including insulation, carpet, paint, flooring, window coverings, etc. We are anticipating a March 1 completion of the project.
 - Our attorney is still negotiating a settlement with the insurance company representing the owners of the unit that caused the contamination.

- **Human Resources Consulting**
 - We have met with ILG, our new HR Consultant. Anne Rooney McCord introduced their services to our Directors and all staff last week. They will launch a culture survey for our staff to complete this week and follow up with department specific results presentations the end of February.

- **Silt News!**
 - Attached for your reading pleasure.....



January 31, 2020

News You Can Use!

TOWN SET TO TAKE ON YOUTH SPORTS

The rumors are true! Silt's Board of Trustees in December passed a budget that incorporates youth sports. "We are proud to announce that youth sports will now be offered through the Town of Silt", said the Town's Community Development Director Janet Aluise.

Janet also announced that the Town had hired Nicole Centeno to serve as the coordinator for all youth recreation programs, in addition to other duties. Nicole is no stranger to Silt youth sports, having served in the Silt Sports Youth Association (SSYA) for several years. She will also work on Town events and in planning and building administration.

Nicole said, "Just as SSYA relied on their invaluable volunteer base, our program will also be functioning on a volunteer basis. We are eager to work with existing volunteers, and will be looking to expand our outreach of volunteers, as well".

The Town of Silt is devoted to making this transition as smooth as possible. There will be registration forms in the office of Cactus Valley Elementary and Town Hall, along with an online printable option on the Town of Silt website. Registration payment may be paid in cash, check and credit card. Credit cards may be used on the form, at Silt Town Hall and by phone.

Registration for spring micro-soccer starts February 17, 2020. This program will include U6 and U8 teams that practice twice a week, with games on Fridays. The Colorado Soccer Association adopted birth year enrollment, and the Town of Silt will follow suit with U6 players born in 2014 and 2015 and U8 kids born in 2012 and 2013.

The Town looks forward to working with the community to make youth sports available and fun for our kids. Those interested in being involved with or sponsoring youth sports, should contact Nicole at 970-876-2353 ext. 110.

Janet went on to thank "Kirby Ingelhart, as well as, the volunteers and sponsors for SSYA, for all the time and energy that has been dedicated to this successful program over the years".

Take Advantage of Free Water for Lawns

Silt's Board of Trustees last Monday night heard from Public Works Director Trey Fonner that some of Silt's residents could be better using the free water that comes in the form of snow for their lawns! Trey said that Town Staff has come across homeowners who are shoveling and plowing their driveways, sidewalks and other areas into Town Streets. This creates poor road conditions for their neighbors and wear and tear on both private and Town vehicles. Not to mention that the water from the spring melt would be better used on lawns.

The Town of Silt's staff has made suggestions to homeowners who have practiced this procedure and while some have stopped, others have not. While some towns have ordinances prohibiting such actions, Silt does not. The Board of Trustees, agreeing that this was a problem for neighbors and had a negative impact on vehicles, asked the staff to prepare an ordinance to prohibit the practice.

Ordinances so proposed will have to pass two "readings" where citizens will be able to express their views. It is anticipated that the first reading will occur at the Board of Trustees meeting on February 24. If such an ordinance passed, current Trustees were in agreement that they would prefer the Town to educate citizens and issue warnings, rather than issuing tickets, if possible.

Town Awards Fuel Bid to Gofer Foods

Also at last Monday's Board of Trustees meeting, the Town awarded the fuel bid to Gofer Foods. Public Works Director Trey Fonner told the Board that the Town generally puts the fuel out to bid every two years and that this year the Town received three bids. Colorado Convenience, dba Go-fer Foods, submitted the low bid and based on Trey's recommendation, the Board awarded it to them.

Marijuana Delivery Discussed at Trustee Meeting

The Silt Board of Trustees at Monday's meeting heard from Town Attorney Michael Sawyer that state laws have changed related to licensed medical and retail marijuana stores delivering product to customers. Discussion centered on whether or not the Town should choose to allow the delivery of product within town limits by both businesses located in town and/or those outside of town boundaries. Michael recommended that the board have a policy discussion on what is best for Silt and that passing on ordinance banning the delivery of marijuana in town limits is well within their authority.

After a short discussion, the Board consensus was to direct Staff to address this issue in the ordinance that will be drafted during the recently passed moratorium on additional marijuana businesses.

Stand Up and Be Counted: Census 2020

Community Development Director Janet Aluise told the Silt Board of Trustees on Monday night that she is representing Silt in the Together We Count (TWC) effort by coordinating advertising and information for Silt residents. Silt is located in an area that is among the most difficult to count in the state. TWC is working to resolve that. Information regarding the census will be available at Town Hall and on the Town's website. National Census Day, the reference day used for the census, will be April 1, 2020.

After hearing that TWC is looking for a Board member to represent the town to get information out to the public regarding the upcoming census, Mayor Richel offered to be the "face" of the census for the Town of Silt and provide comments that would relate how important it is to participate. Look for more on the census in the coming weeks.

TOWN OF SILT MUNICIPAL ELECTION UP IN THE AIR

Four Applicants Turn in Paperwork for Five Seats

With only four incumbent Trustees turning in filing paperwork on time to be considered in the April 7 Board of Trustees election, Town Clerk Sheila McIntyre says an election is not needed.

Three incumbents, Mayor Pro-Tem Kyle Knott, Trustee Sam Walls and Trustee Justin Brintnall filed formal papers by last Monday's deadline. The paperwork included 25 signatures from Silt voters. Trustee Andreia Posten filed a "write-in" application in time to be considered for the Board.

A formal decision on cancellation of the election will be made within the next two weeks.

Silt News Shorts

- Speed Limit Change on River Frontage Road: The speed limit on River Frontage Road, a State of Colorado road within the Town of Silt, has been changed from 45 mph to 35 mph. This road fronts the Holiday Inn Express, the KOA and Golden Gate Petroleum.
 - **Take the Parks, Recreation, and Culture Master Plan SURVEY.** Tell the Town of Silt what is important to you. Please follow the link on our home page at www.townof silt.org.
 - Beautify your business by applying for a Downtown Improvement Grant. For more information, please contact us at Town Hall, or visit our website.
-

Town Events 2020: Big Fun Coming Up!

April 11 – Easter Egg Hunt

May 9 – Bike Rodeo and Special Olympics Torch Run

May 15 – Potential Concert in the Plaza or Street Dance w/ DJ

May 29 – Movie in the Park
June 12 – Free concert at Stoney Ridge
June 26 – Free concert at Stoney Ridge
July 10 – Movie in the Park
July 31 – Big Concert and FIREWORKS!
August 14 – Movie in the Park
October 9 – Punkin' Chuckin' and Hatchet Throwing
November 6 – Chili Cook-Off (with DJ on small stage)
December 11 – Sitting with Santa

Questions about Town of Silt operations? We're here to help!

For comments or questions regarding:

- Streets, parks, playgrounds, bridges, irrigation system, bulk water machines and more, contact Public Works Director Trey Fonner at trey@townofsilt.org.
- Concerts, events, planning and zoning, building in Silt, contact Community Development Director Janet Aluise at janet@townofsilt.org.
- Town Ordinances, election laws, liquor licensing, Town records, Skyline Cemetery, contact Town Clerk Sheila McIntyre at Sheila@townofsilt.org.
- Utility billing questions regarding water, wastewater, irrigation or trash, contact Janey Dyke at jdyke@townofsilt.org.
- Police concerns including traffic and crime, contact Chief Mike Kite at mkite@townofsilt.org.
- Water and wastewater, contact Utilities Director Jack Castle at jackc@townofsilt.org.
- Opportunity Zones, Economic Development or anything else the Town is involved in, contact Town Administrator Jeff Layman at jlayman@townofsilt.org.



Date: February 3, 2020

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

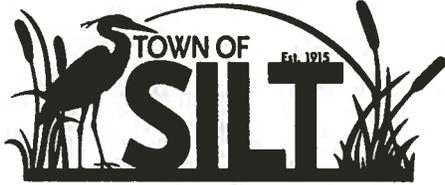
Re: Staff report for January 2020

Town Clerk duties:

- Processed employee evaluation
- Misc research for staff members
- Signed A/P and payroll checks
- Swore in new Planning Commissioner
- Ordered business cards for employee
- Executed bank loan documents
- Emailed public notices to newspaper
- Attended Heyday meeting
- Prepared tasting permit for licensee
- Attended Election webinar
- Reviewed marijuana license
- Index filing
- Attended BOT meetings
- Prepared directives list
- Attended staff meetings
- Met with Administrator re: various items
- Took deposits to bank on regular basis, Micro Plastics, DMV & locksmith
- Prepared and sent out BOT packets
- Follow up on meetings and transcribed minutes
- Customer service in office
- Attended CIRSA training
- Ordered new phones for employees
- Signed 2020 business licenses
- Working on upcoming election (i.e. nomination petitions, notices for paper, calendar)
- Attended meeting with new HR company
- Met with attorney and retail marijuana licensee
- Assisted with purging of old records

Municipal Court & Police Dept. duties:

- Prepared pre-trial order and attended conference call for jury trial
- Prepared and sent out VALE packet, attended meeting, transcribed minutes
- Prepared court docket and files for Prosecuting Attorney, Judge and YouthZone
- In contact with Colorado Supreme Court regarding appeal
- Met with new prosecutor
- Sealed juvenile files
- Input municipal tickets and parking tickets along with payments
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Assist with phone calls and walk-ins regarding tickets
- Send out late payment letters
- Attended court and court follow up (bench warrants, OJW's, update bench warrant list for officers)
- Emailed Warrantless Arrest Affidavits to the courts
- Assisted officers with Appearance Bonds
- Released bench warrant and OJW's



Public Works Department
Trey H Fonner
Public Works Director

Memo

To: Jeff Layman, Town Administrator
From: Trey Fonner, Public Works Director
Cc: File
Date: February 3, 2020
Subject: Public Works Department Report

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

- ❖ Plow and sand streets on the 1st, 2nd, 12th, 14th, 15th, 22nd, 23rd, 27th, and 28th
- ❖ New garage door opener bay 3
- ❖ New Shop Fence completed
- ❖ Remove Elm trees from Eagles View park
- ❖ Burn slash piles at Silt River Preserve
- ❖ Ice and snow removal from crosswalks and Post Office boxes
- ❖ Plow and Sander installed on 216 (new truck)
- ❖ Decommission truck 210 and list on PublicSurplus.com
- ❖ Organize Main Street Banners and hang at Town Shop
- ❖ Playground inspections
- ❖ Maintenance and repair to East Bulk Water
- ❖ Fill potholes throughout Town
- ❖ Work on New Holland Tractor
- ❖ Work on smooth drum roller
- ❖ Assist in moving paperwork from Town Hall
- ❖ Operation of street sweeper on Main St.
- ❖ Weekly Staff meetings
- ❖ Meet with KLJ on traffic study
- ❖ Meet with Sopris Engineering on irrigation at Painted Pastures
- ❖ Meetings on Water plant improvements
- ❖ Meeting on Hey Days
- ❖ Meeting on Law Enforcement Torch run
- ❖ Meetings with CDOT on the ADA compliance project for ramps along Main St.
- ❖ Meet with new Human resource consulting firm

Water, Waste Water Memo

Activities January 2020

Jeff, Town Administrator

From: Jack Castle, Utilities Director

WASTE WATER

- Wasted 4 loads of sludge
- Ran Lab, Dailies, weeklies, DMR
- Housekeeping
- Changed filters on blowers
- Settle meter test, TSS' on AB's and Digesters weekly
- Lift stations were checked at Camp Colorado and Holiday Inn
- Repairs/ corrections made to safety issues

WATER

- Rotate Acid and CL2 MCIPs on skids 1 and 2 daily
- Gather dailies/ monthly samples
- Turbidity meters cleaned
- Weekly Lab
- Standard Acid and Cl2 MCIP's preformed on each skid.
- House keeping
- New "house meter" installed
- Repairs/corrections made to safety issues

DISTRIBUTION

- Meters were read
- 46 door hangers were hung
- 1 address was turned off/back on
- 30 meters that are inside houses would not read
- 7 meters that are in pits would not read
- 7 meter pits must be dug up (spring?)
- Field testing/Hydrant flushing (weather permitting)
- 5 Addresses that would not read were corrected for \$1301.08



TOWN OF SILT
STAFF REPORT

Date: January 31, 2020

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

Tasks Completed in January

- Payroll
- Entered new worker comp net rates into Caselle
- Entered new tax brackets into Caselle
- Retirement & Tax contributions
- Accounts Payable
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- W-2's & 1099's
- Budget reported to DOLA
- Compiled info for Pinnacol Audit
- Sales Tax
- Salary & Benefits information updated with CML
- Set up 3 new hires
- Purged Records
- Attended Senior Programs Meeting
- Attended GCFMLD Luncheon
- Attended Peak Health Alliance & Garfield County meeting regarding health care
- Updated Expense Report with 2020 mileage reimbursement

MEMORANDUM

TO: Jeff Layman, Town Administrator
FROM: Janet Aluise, Community Development Director
DATE: February 5, 2020

Please accept this memo as a monthly report for January 12, 2020 to February 9, 2020:

Studies/Master Plans/Research

Reviewed Stoney Ridge Ditch Piping
Parks, Recreation, & Culture Master Plan
Fee Schedules from Western Slope
Marijuana Code
Recreation Tech Certification
Iron Horse Mesa HOA
Waiver of Annexation Impact Report
Garfield County Referral (Dog Kennel)
Forms for Soccer and Basketball (Reg. & Rules)
Flyers for Recreation Events/Solicitation of Volunteers

Pre-Application Conferences/ Submittals

Joy Zeller/Deric Walter re: RV Park
Taqueria Garcia re: Business License
Simon Casas re: Annex. Heron's Nest
Painted Pastures Village Annexation
Camario Senior Housing Project

Building Department

Cover office for vacation
Contractor Licensing, BEST Tests, Monthly Reports
Fee estimates for building permits
2019 Contractor License application processing
Permit Issuance (6)
Office Remodel and Filing

Administration

Staff meetings (4)
Planning for 2020 Events
LED Sign Requests (15)
Website Revisions for 2020 (All departments)
P & Z meeting minutes
Business Licenses/Contractor Licenses
Equipment and Materials Ordering

Agreements

Village at PP Infrastructure Improv. Agreement
Highlands at PP Subdivision Improv. Agreement
Village at PP Annexation & Develop. Agreement
Highlands at PP Annexation & Develop. Agreement

Meetings/Events

Regional Economic Development (1/23/20)
P & Z & BOT Meetings (4)
FMLD Luncheon (1/24/20)
John Dyet (multiple)
Painted Pastures Team (multiple)
Silt Hey Days
Human Resources (1/27/20)
GIS Mapping Consultant (2/4/20)
Regional Census Cooperative (multiple)
Ray Nielsen re: request of waivers

Economic Development

Jeff Parrington re: commercial building STC
Economic Development Interactive Map
Harry Garner re: Lot east of Gofer
Pat Conarro re: parcels for manufacturing
Jeff Bailey re: parcel for sales lot

Subdivisions

Stoney Ridge Phase II Infra. (multiple)
Camario Phase I & Phase II infrastructure
Eagle's View HOA issues
Iron Horse Mesa Phase II
Ferguson Crossing (Golden Gate)
Mesa View easements and open space

Resolutions

Reso 9 – Village at PP reso of subst. compl.
Reso 10 – Highlands at PP subst. compl.
Reso 11 – Village at PP findings of fact
Reso 12 – Highlands at PP findings of fact
Reso 13 – Kind Castle SUP
Reso 15 – Schlein SUP Renewal

Ordinances

Ord 3 – Village at PP Annexation
Ord 4 – Village at PP PUD Zoning
Ord 5 – Highlands at PP Annexation
Ord 6 – Highlands at PP R-2 Zoning

**TOWN OF SILT
MINUTES FOR
REGULAR PLANNING & ZONING COMMISSION MEETING
TUESDAY, DECEMBER 3, 2019, 6:30 P.M.**

Call to Order

Chair Classen called the meeting to order at 6:30p.m.

Roll Call

Present: Chair Chris Classen
Vice Chair Lindsey Williams
Commissioner Eddie Aragon
Commissioner Marcia Eastlund
Commissioner Joelle Dorsey

Absent: Alternate Commissioner #1
Alternate Commissioner #2

Also present at the meeting was Community Development Director Janet Aluise, Dan Meskin, and TJ Guccini.

Pledge of Allegiance

At 6:30 p.m., the Commission cited the Pledge of Allegiance.

Public Comments

There were no public comments.

Conflicts of Interest

There were no stated conflicts of interest.

Tab 2 - Consent Agenda

At 6:33 p.m., Commissioner Williams made a motion to approve the November 5, 2019 Planning & Zoning Commission meeting minutes, as written. Commissioner Aragon seconded the motion and the motion carried unanimously.

Agenda Changes

Chair Classen stated that the Commission needed to appoint a Vice-Chair. Commissioner Aragon nominated Commissioner Williams. The Commission unanimously approved Commissioner Williams as the Vice-Chair.

Tab 3 – Rifle Remedies LLC (Green Cross) Sign Exception for a parcel known as 502 Front Street, otherwise known as Parcel # 217910220008, Lots 11-14, Block 15, Original Townsite, within the Town of Silt, Garfield County, state of Colorado (continued Public Hearing)

At 6:33 p.m., Director Aluisse stated that the public notification requirements were met for this application. She reviewed her staff report for the record, stating that the applicant's request for increased signage at his property located at 502 Front Street (Green Cross Retail Marijuana Dispensary) included the removal of a two-sided, roof-mounted neon sign, with a three-sided, pole mounted (freestanding) sign located to the west of the building and to the east of 5th Street right-of-way. Director Aluisse stated that the applicant indicates in the application that a coal train located on the rail spur and directly south of the business blocks visibility of the current sign, affecting his business and the Town's sales tax collection negatively. Director Aluisse further stated that the applicant's prior signage on the property totaled 130.82 square feet, and the applicant proposes to increase the signage to 157.24 square feet.

At 6:44 p.m., Director Aluisse read into the record a statement by Lois Veltus, who owns property to the north and across the alley from the applicant, stating that she had no objections to the application as presented and thanking staff for giving her information regarding the sign.

At 6:45 p.m., Director Aluisse recommended the to Commission approval of the Rifle Remedies Sign Exception request for a 43.33 foot tall 3-sided sign with a green cross as the sign content and utilizing LED backlighting, with the following conditions:

- 1) That all statements made by the applicant both in the application and in hearings before the Planning & Zoning Commission be considered conditions of approval unless modified in the following recommendations:
- 2) That the applicant applies for and receives a building permit for the installation of the sign, in compliance with the 2015 International Building Code, with particular attention to wind and snow loads, and subsequently requests inspections;
- 3) That the applicant pays all normal costs for the review of this application, including planning, legal and engineering fees, and public notification costs, prior to installation of any sign; &
- 4) That the applicant submits sign permit/exception applications for any future signs on the property prior to installation of signs on property.

At 6:46 p.m., Dan Meskin addressed the Commission, stating that in light of the large signage request at Golden Gate Convenience Store, he felt that he should ask for increased signage to address the problem of the coal train blocking his sign to those traveling on I-70.

At 6:48 p.m., the Commission had the following discussion:

- What is the size of the pole? (Mr. Meskin stated that it would be big enough to support the sign, perhaps 4'-5' in diameter);

- What is the height of the roof-mounted sign? (Director Aluise referred the Commission to the photo in the application indicating the sign is 20'4");
- Where will the sign be placed, exactly, and could it hit the power lines in case it falls over? (Mr. Meskin stated that the power lines are located to the north of the alley, and the sign will be placed just to the west of the existing roof-mounted sign; he stated that he would install the sign to the building code requirements and would ensure that it would not fall down.);
- How bright is the sign? (Mr. Meskin stated that he had not designed the sign; Director Aluise stated that the applicant must meet the exterior illumination code that sets out the brightness (light pollution) allowable.);

At 7:00 p.m., Chair Classen opened the public hearing. Hearing no testimony, Chair Classen closed the public hearing.

At 7:01 p.m., Commissioner Dorsey made a motion to approve the Rifle Remedies Sign Exception, with staff recommendations. Commissioner Williams seconded the motion and the motion carried unanimously.

Tab 4 – Raley Ranch Project LLC Sign Exception for Painted Pastures Subdivision, located on Main Street .6 miles east of 16th Street and .5 miles west of Davis Point Road, Town of Silt, Garfield County, state of Colorado

At 7:02 p.m., Director Aluise reviewed the staff report for the Commission, stating that the sign exception for this applicant is necessary because the Silt Municipal Code only allows one subdivision sign per entrance. Further, she stated that the sign exception application does not indicate illumination, which would necessarily have to follow the Silt Municipal Code guidelines in downcast lighting and other provisions. Lastly, she stated that the sign is to be located outside of the Town and Colorado Department of Transportation rights-of-way, on multifamily parcels 1001 and 1004, but exact location must be depicted on a site plan prior to sign permit issuance. Further, she stated that no information was given regarding the type of materials used or the installation techniques, also due prior to sign permit issuance.

At 7:18 p.m., Director Aluise recommended to the Commission approval of the Raley Ranch Project LLC Sign Exception for two subdivision signs measuring approximately six feet by six feet and located on Multifamily Lots 1001-1004, with the following conditions:

- 1) That all statements made by the applicant both in the application and in hearings before the Planning & Zoning Commission be considered conditions of approval unless modified in the following recommendations:
- 2) That the applicant keeps such signs in good repair;
- 3) That the applicant pays all normal costs for the review of this application, including planning, legal and engineering fees, if any, prior to setting of any sign; &

- 4) That the applicant/property owner submits permit applications for any future signs on the property prior to installation of signs on property.

At 7:19 p.m., the Commission had the following discussion:

- What is the total size of the interior hanging sign? (Chair Classen stated that the interior 'horse' sign is indicated at 53" x 40");
- Is the sign a long-term sign? (Mr. Guccini responded that it was intended to be a long-term sign.);

At 7:27 p.m., Commissioner Aragon made a motion to approved the Raley Ranch Project LLC Sign Exception for two subdivision signs measuring approximately six feet by six feet and located on Multifamily Lots 1001-1004, with staff recommendations. Commissioner Eastlund seconded the motion and the motion carried unanimously.

Tab 5 – Old Business

At 7:28 p.m., Director Aluise stated that the Wallaces had missed a court appointed deadline to remove the abandoned home located at 512 Main Street, although they had pled guilty in September, 2019. The prosecuting attorney and the judge both felt that the defendants had not made any progress on obtaining demolition permits from the state of Colorado and from the Town of Silt. The hearing is scheduled for March, 2020.

At 7:32 p.m., Director Aluise reviewed her notes from the Western Planners Conference in Santa Fe, New Mexico from September 8 through September 11. Topics included sustainable subdivisions, conservation of drainages and critical parcels, autonomous vehicles, and land use law.

At 7:48 p.m., Director Aluise stated that the Town has a small budget each year to send Commissioners to planning conferences and trainings.

At 7:50 p.m., Chair Classen stated that his conference experience was also very informative, centered around meeting burnout for the public, the 407 miles of planned trails through the state of New Mexico to link up with the Mexico and the Colorado trails, and social media for planning.

New Business

There was no new business.

Other Business

There was no other business.

Future Business

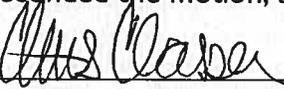
There was no future business.

Commissioner and Staff Comments

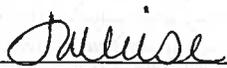
At 8:10 p.m., Commissioner Eastlund inquired as to why the Town has not installed bus shelters to the east of Town (post office). Director Aluise promised to research her question and report back to the Commission.

Adjournment

At 8:25 p.m., Commissioner Eastlund made a motion to adjourn. Commissioner Aragon seconded the motion, and the motion carried unanimously.



Chairman Chris Classen



Community Development Director Janet Aluise

**TOWN OF SILT
MINUTES FOR
REGULAR PLANNING & ZONING COMMISSION MEETING
TUESDAY, JANUARY 7, 2020, 6:30 P.M.**

Call to Order

Chair Classen called the meeting to order at 6:30p.m.

Roll Call

Present: Chair Chris Classen
 Vice Chair Lindsey Williams
 Commissioner Eddie Aragon
 Commissioner Joelle Dorsey
 Commissioner Brittany Cocina (Voting Member)

Absent: Commissioner Marcia Eastlund
 Alternate Commissioner #2

Also present at the meeting was Community Development Director Janet Aluise.

Pledge of Allegiance

At 6:30 p.m., the Commission cited the Pledge of Allegiance.

Public Comments

There were no public comments.

Conflicts of Interest

There were no stated conflicts of interest.

Tab 2 - Consent Agenda

At 6:33 p.m., Vice Chair Williams made a motion to approve the December 3, 2019 Planning & Zoning Commission meeting minutes, as written. Commissioner Aragon seconded the motion and the motion carried unanimously.

Agenda Changes

There were no agenda changes.

Tab 3 – Garfield County Comprehensive Plan 2030 – Review of Urban Growth Boundary

At 6:34 p.m., Director Aluise reviewed the Garfield County Comprehensive Plan 2030 and the suggested changes to that document, including the urban fringe, utility extensions and connections, incompatible/compatible land uses, subdivisions of two to five acres, transportation, economic development, housing, recreation and tourism, and agriculture. The plan generally supports the notion that properties on the Town's boundary should be annexed and zoned within the Town's jurisdiction. Director Aluise stated that the plan exhibits a good effort by the County to provide for appropriate development, although there are definitely differences in the goals and land use provisions for the two entities.

Commissioners had the following questions/comments:

- The 16th Street County parcel with the pond should be annexed and zoned (Director Aluise stated that the Town once had a pre-annexation agreement with the former property owner, but that the current owner of the property demanded a rescission of the document before her purchase); &
- Traffic Impact Fees are used by the County to help defray maintenance costs (Director Aluise stated that the Town performed a traffic impact study in 2010, but the Board was reticent to institute such fees).

At 7:05 p.m., the Commission had consensus that it was in favor of the suggested changes in the Garfield County Comprehensive Plan 2030 and that staff should direct such comments to the Garfield County Planning Department.

Tab 4 – Planning Commission Workshop Overview

At 7:06 p.m., Chair Classen reviewed the Planning Commission Workshop documents from his class in Greeley in December. He encouraged other Commissioners to go to future classes of this nature, as there is valuable and timely information.

Tab 5 – Overview of Parks, Recreation, and Culture Master Plan Draft

At 7:37 p.m., Director Aluise briefly reviewed the latest draft of the Parks, Recreation, and Culture Master Plan.

The Commission expressed their appreciation to staff for the work done thus far.

Old Business

There was no old business.

New Business

There was no new business.

Other Business

There was no other business.

Future Business

There was no future business.

Commissioner and Staff Comments

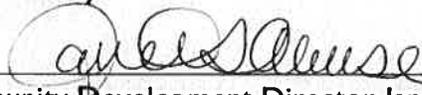
At 7:43 p.m., the Commission welcomed newly appointed Alternate Commissioner Brittany Cocina.

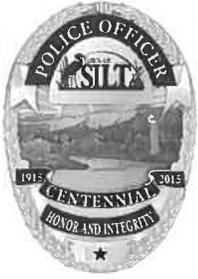
At 7:47 p.m., Commissioner Dorsey commented that it was disappointing that Board members were commenting on social media about the Golden Gate Sign. There was consensus that this would be a topic of discussion at the next quarterly meeting with the Board of Trustees.

Adjournment

At 7:57 p.m., Commissioner Aragon made a motion to adjourn. Commissioner Cocina seconded the motion, and the motion carried unanimously.


Chairman Chris Classen


Community Development Director Janet Aluise



SILT POLICE DEPARTMENT

231 North Seventh Street / PO Box 70 / Silt CO 81652

Phone: 970-876-2735 / Fax: 970-876-0205

To : Jeff Layman
From : Chief Kite
Re: Monthly Activity Report , January 31 2020

In the month of January 2020 the Silt Police Department had 383 calls for service.

43 penalty assessment tickets were issued for traffic violations.

74 warnings were issued for infractions of the law.

18 calls for service were related to Animal Complaints.

There were also 36 arrests made by the Silt Police Department for criminal charges in the month of January and 1 Juvenile arrest.

At the end of January 2019, the total number of calls for service was 446

There were 4 K9 deployments and 2 finds.

We have hired a new officer her name is Jackie Brown. We have one more position to fill we will be testing the first part of March

Community relations

No further information at this time. If you have any questions please contact me.

Chief Kite

A handwritten signature in black ink, appearing to be "M. Kite", written over the typed name "Chief Kite".

