

TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 14, 2020
AGENDA ITEM SUMMARY

SUBJECT: September 14 Board of Trustees Retreat Themes

PROCEDURE: Discussion Items

BACKGROUND AND SUMMARY:

In preparation for the Board retreat on Monday, September 14 from 5:30-7 PM at Silt Town Hall, the Department Directors have prepared the following broad list of suggested themes in preparation for the 2021 budget season.

Obviously, these themes are suggestions only and Trustees are encouraged to develop their own discussion agenda. If you like, you may send your thoughts to me and we will develop a list for the discussion.

We are pleased to have Kimberly Bullen of the Colorado Department of Local Affairs on hand (virtually) to facilitate this meeting. We've also discussed that it is likely that we will want to continue these discussions in future meetings.

Director's Themes

- Continued focus on "Taking care of what we've got, before getting more stuff"
 - As in, focus on repair and replacement of critical infrastructure
 - Includes taking care of our workforce
- 5-year Capital Needs (State mandated Capital Improvement Plan)
 - Water: Plant Improvements (Filtration Pre-treatment)
 - Irrigation: System Improvements
 - General Fund: Main Street Improvements (sidewalk, curb, gutter between 5th and 6th.
 - Water: Bulk Water system improvements
 - General Fund: Park Equipment Replacement
 - General Fund: Police Vehicle
 - General Fund/WWW Funds: Street overlay: Home Avenue from 1st to 9th Streets
 - Wastewater: Compost/Sludge Solution
 - Water: Brick manhole replacements
 - General Fund: Park improvements (Baseball infield, Flying Eagle Shelter)
 - Wastewater: Replace clay lines
 - General Fund: Replace plow truck
 - General Fund: PW shop addition
 - Senior Housing: Plumbing/electrical remodel

- General Fund: Town Hall HVAC replacement
- General Fund: Public Safety Equipment
- Wastewater: Replace blowers
- Water: Purchase and install additional skid
- Grant planning
- Maintaining our workforce, including continued improvement with Human Resources Functions, ie, recruiting, selection, training, safety, leadership and management
- Improving Communications with Community
- Continued Efforts on funding planning and engineering on the Silt I-70 Interchange
- Continued Efforts on Economic Development
- Senior Housing Center Future
- Water fees, including determining appropriate levels for taps, service and bulk water
- Parks, Recreation and Culture planning, including 2021 special events and recreation
- Irrigation System improvements program implementation
- OHV Goals and Objectives
- 2021 Trash and Recycling Contract negotiation

RECOMMENDATION:

The Board should review these suggestions and consider developing additional agenda items.

ORIGINATED BY:

Jeff Layman

PRESENTED BY:

Jeff Layman

SUBMITTED BY:

REVIEWED BY:



 Jeff Layman, Town Administrator



 Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, SEPTEMBER 14, 2020 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

5:30 p.m. – BOARD RETREAT WITH KIMBERLY BULLEN

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		
	Public Comments – Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
7:05	Consent agenda – <ol style="list-style-type: none"> 1. Minutes of the August 24, 2020 Board of Trustees meeting 2. Resolution No. 33, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT TO INCREASE TRASH FEES FROM AUGUST 1, 2020 TO DECEMBER 31, 2020, WITHIN THE TOWN OF SILT, GARFIELD COUNTY STATE OF COLORADO 3. Resolution No. 34, Series 2020, A RESOLUTION APPROVING THE 3RD RENEWAL OF A SPECIAL USE PERMIT FOR THE HIGH Q RETAIL MARIJUANA STORE ON A PROPERTY KNOWN AS LOTS 17-19, (PORTIONS), BLOCK 20, ORIGINAL TOWNSITE, ALSO KNOWN AS PARCEL #217910215010, AND COMMONLY KNOWN AS 730 MAIN STREET, TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO 4. Renewal of High Q Retail Marijuana license 5. Proclamation declaring September 2020 as Library Card Sign-up Month 6. Approval of Professional Services Agreement between the Town of Silt and Western Slope Consulting, LLC - Davis Farrar 7. Approval of Agreement for Professional Services between the Town of Silt and Mark Chain Consulting, LLC 	Action Item	Tab B Mayor Richel

	Conflicts of Interest		
7:25	Agenda Changes		
7:25 10 min	Interview for Planning Commission vacancy – Kim Leitzinger	Action Item	Tab C Administrator Layman
7:35 5 min	Resolution No. 18, Series 2020, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING A MINOR SUBDIVISION FINAL PLAN AND PLAT FOR PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, LOCATED SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO (continuance requested to October 13, 2020)	Public Hearing	Tab D Attorney Sawyer
7:40 30 min	Marijuana moratorium, State legislation and town code update	Info Item	Tab E Attorney Sawyer
8:10 10 min	Award of Irrigation Telemetry System bid	Action Item	Tab F Director Fonner
8:20 5 min	Administrator and Staff reports	Info Item	Tab G Administrator Layman
8:25 10 min	Updates from Board / Board Comments		
8:35	Adjournment		
<p>The next regularly scheduled meeting of the Silt Board of Trustees is Monday, September 28, 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.</p>			

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
AUGUST 24, 2020 – 7:00 P.M.**

The Silt Board of Trustees held their regularly scheduled meeting on Monday, August 24, 2020. 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 Sam Flores Trustee Andreia Poston Trustee Jerry Seifert
	Absent	Trustee Sam Walls

Present remotely were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Public Works/Utilities Director Trey Fonner, Chief of Police Mike Kite, Town Attorney Michael Sawyer, Planning Commissioner Chair Chris Classen and members of the public.

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda

- 1) Minutes of the August 10, 2020 Board of Trustees meeting
- 2) **Resolution No. 31, 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 \$83,000.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE INSTALLATION OF A HOIST AND RAIL SYSTEM IN THE WASTEWATER PLANT
- 3) **Resolution No. 32, Series 2020**, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT GRANT IN THE AMOUNT OF \$774,005.40, FOR A TOTAL PROJECT COST OF \$1,213,994.00, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH THE 7TH STREET INFRASTRUCTURE IMPROVEMENTS WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO
- 4) Approval of Acquisition Agreement for property located at 135 S 8th Street
- 5) Renewal of Burning Mountain Pizza & Subs – Hotel & Restaurant liquor license

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

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – Attorney Sawyer stated that he would like to add an executive session for the purpose of receiving advice from the Town Attorney related to the litigation of Richard Dally P.C. v. Town of Silt.

Resolution No. 18, Series 2020, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING A MINOR SUBDIVISION FINAL PLAN AND PLAT FOR PROPERTY KNOWN AS THE VILLAGE AT POINTED PASTURES ANNEXATION, LOCATED SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO (continuance requested to September 14, 2020)

Planner for the applicant Doug Pratte was present and stated that the reason for the continuance was that along with the final plat they also have a site plan application that is being reviewed by the town and that a number of the site plan items will affect the final plat. Once everything has been formalized and resolved between the applicant and the town, they would be able to move forward with the final plat discussion.

Mayor Pro-tem Knott made a motion to continue Resolution No. 18, Series 2020, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING A MINOR SUBDIVISION FINAL PLAN AND PLAT FOR PROPERTY KNOWN AS THE VILLAGE AT POINTED PASTURES ANNEXATION, LOCATED SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO until the September 14, 2020 meeting. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Resolution No. 29, Series 2020, A RESOLUTION OF THE TOWN OF SILT APPROVING THE SCHLEIN/ELLISON SPECIAL USE PERMIT TO ALLOW FOR THE 2ND 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

Planning Commissioner Chair Chris Classen went over the staff report stating that the applicant has proposed another studio apartment on the upper level of their commercial unit. He added that it complies with the towns comprehensive plan, that it is a good use for the building and that the Commission unanimously recommended approval.

The public hearing was opened at 7:16 p.m. There were no public comments and the hearing closed at 7:16 p.m.

Applicant Susy Ellison stated that as time has passed, they have realized that this unit would make an ideal home studio apartment/office space as there doesn't seem to be much need for regular office space any longer.

Mayor Pro-tem Knott made a motion to approve Resolution No. 29, Series 2020, A RESOLUTION OF THE TOWN OF SILT APPROVING THE SCHLEIN/ELLISON SPECIAL USE PERMIT TO ALLOW FOR THE 2ND 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. Trustee Flores seconded the motion, and the motion carried unanimously.

7th Street Sidewalk replacement bid award

Director Fonner explained the sidewalk replacement grant that the Town was awarded from CDoT in the amount of \$36,024.00 and that requires a 10% match by the Town. He added that the bids received came in at a maximum of \$35,739.75. Director Fonner stated that a condition of the grant is that the project must be started within thirty-days adding that the majority of the project should be completed by the end of the year.

Mayor Pro-tem Knott made a motion to award the 7th Street sidewalk replacement bid to Miles Rippe Excavating in the amount of \$34,719.00. Trustee Poston seconded the motion, and the motion carried unanimously.

July 2020 financials and balance sheets

Treasurer Tucker went over the July 2020 financials and balance sheets.

Administrator & Staff updates

Administrator Layman went over his staff report regarding the progress of the irrigation action plan, the upcoming Board retreat, how the town is working with Planners Davis Farrar and Mark Chair to proceed with town projects with the recent resignation of Janet Aluise and the status of the water and wastewater plants after the recent retirement of Jack Castle and now operators Zubin Falberg and Dano McCue who have also turned in their two-week notices. Staff does have a plan of action to obtain someone with an ORC to oversee the plants and is confident that the plants will continue to run as necessary to provide the required services to the community.

There was brief discussion regarding the quality of the water being pulled from the river into our water plant due to the Grizzly Creek fire upstream. Mayor Pro-tem Knott also commented about the status of the improvements at the water plant that savings from the bond were to be used towards, adding that the sense of urgency doesn't appear to be there and that maybe staff needs to put more pressure on the engineers so that these improvements could get done.

Updates from Board / Board comments

Trustee Seifert commented about the construction of the new roundabout and also asked everyone to keep up the good work. Trustee Brintnall thanked staff for the Farmer's Market and asked everyone to support it. Trustee Flores thanked staff for all of their hard work especially right now while we are shorthanded, and to let the Board know if they need anything. Mayor Pro-tem Knott concurred with Trustee Flores as well as Mayor Richel who also asked about the status of the marijuana moratorium and the ordinances that are being prepared to address changes in the marijuana code. Staff stated that they would be bringing them to the Board soon.

Mayor Richel adjourned for a break at 7:43 p.m. and reconvened at 7:47 p.m.

Executive Session

Trustee Seifert made a motion to go into 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). Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously. The Board adjourned to executive session at 7:47 p.m.

At the end of executive session, Mayor Richel made the following statement: "The time is now 8:07 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, Justin Brintnall, Sam Flores, Michael Churchill, Jeff Layman, Michael Sawyer and Sheila McIntyre. 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 8:08 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. 33
SERIES OF 2020**

A RESOLUTION OF THE BOARD OF TRUSTEES (“BOARD”) OF THE TOWN OF SILT (“TOWN”) TO INCREASE TRASH FEES FROM AUGUST 1, 2020 TO DECEMBER 31, 2020, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt Board of Trustees (“Board”) typically establishes annually all fees and deposits as specifically listed herein, in order to compensate the town for costs and expenses incurred as a result of the Town’s response to the public’s requests for service; and

WHEREAS, the Board recognizes that setting the fees contemplated herein annually (or as often as necessary) is a fair and equitable way to cover the Town’s actual expenses related to the Town’s trash service; and

WHEREAS, the Board determines the fees herein proposed to be reasonable and necessary in order to cover the Town’s expenses; and

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

Section 1.

The Board of Trustees hereby adopts the following fees:

Trash Collection Fee	Monthly Billing	
Residence	\$33.10	
Senior (62+) Residence	\$29.40	

NOW, THEREFORE BE IT RESOLVED, that the Town of Silt Board of Trustees approves the preceding fees and fee schedules that will be effective from August 1, 2020 to December 31, 2020.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14th day of September, 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
RESOLUTION NO. 34
SERIES OF 2020**

A RESOLUTION APPROVING THE 3RD RENEWAL OF A SPECIAL USE PERMIT FOR THE HIGH Q RETAIL MARIJUANA STORE ON A PROPERTY KNOWN AS LOTS 17-19 (PORTIONS), BLOCK 20, ORIGINAL TOWNSITE, ALSO KNOWN AS PARCEL # 217910215010, AND COMMONLY KNOWN AS 730 MAIN STREET, TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, on or about July 29, 2014, High Q LLC, 319 AABC, Unit D, Aspen, Colorado, 81611 (“Applicant”) filed a retail marijuana store application with the Town of Silt (“Town”), such establishment proposed on a property known as Lots 17-19 (portion), Block 20, also known as Parcel # 217910215010, and commonly known as 730 Main Street, Town of Silt, Garfield County, state of Colorado (“Subject Property”); and

WHEREAS, on or about July 29, 2014, the Applicant filed a special use permit (“SUP”) for the proposed retail marijuana store, as the Subject Property is located in a B-1 General Business District; and

WHEREAS, pursuant to Titles 5 and 17 of the Silt Municipal Code (“Code”), the Town processed the applications as required by the code, and forwarded the SUP Application as well as staff comments about the Application in various memoranda to the Town Planning & Zoning Commission (“Commission”); and

WHEREAS, the Applicant submitted to the Town, and the Town documented the return receipts for the September 22, 2014 Board of Trustee public hearing to consider the applications; and

WHEREAS, on or about September 2, 2014, the Commission recommended to the Board of Trustees (“Board”) approval of the High Q LLC Retail Marijuana Store Special Use Permit, with conditions as stated in the staff report and this resolution; and

WHEREAS, on or about September 22, 2014, the Board held a public hearing to consider the High Q LLC Retail Marijuana Store Special Use Permit Application at the Board’s regularly scheduled meeting; and

WHEREAS, on or about September 22, 2014, the Board made a motion, but the motion did not have the affirmative votes to pass; and

WHEREAS, on or about September 26, 2014, the applicant requested the Board of Trustees reconsider the SUP again during the October 13, 2014 regular Board of Trustees meeting; and

WHEREAS, on or about October 7, 2014, the Planning and Zoning Commission reaffirmed their unanimous recommendation of the SUP to the Board of Trustees; and

WHEREAS, on or about October 13, 2014, the Board of Trustees approved Resolution 37, Series of 2014, approving the High Q LLC Retail Marijuana Store Special Use Permit; and

WHEREAS, on or about September 12, 2016, the Board of Trustees approved Resolution 31, Series of 2016, approving the renewal of the High Q LLC Retail Marijuana Store Special Use Permit for another two years; and

WHEREAS, on or about October 9, 2018, the Board of Trustees approved Resolution No. 30, Series of 2018, approving the renewal of the High Q LLC Retail Marijuana Store Special Use Permit for another two years; and

WHEREAS, upon proper consideration and review of the High Q LLC Retail Marijuana Store Special Use Permit 3rd renewal request, the Board has determined that renewal of the special use permit is in the best interests of the Town and its residents; and

WHEREAS, the Board finds that the Applicant has substantially met the requirements of Silt Municipal Code Chapters 5.32 and 17.78 and other sections and that renewal of the High Q LLC Retail Marijuana Store Special Use Permit should be approved and issued.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT the 3rd renewal of the High Q LLC Retail Marijuana Store Special Use Permit is hereby approved and shall be issued on that property known as 730 Main Street, otherwise known as Parcel Number 217910215010, Lots 17-19 (Portion), Block 20, Original Town Site, within the Town of Silt, Garfield County, state of Colorado subject to the following conditions:

- 1) That all statements made by the applicant both in the application and in meetings before the Board of Trustees, be considered conditions of approval, unless modified in the following conditions:
- 2) That the Applicant abide by all those conditions as imposed by Resolution 37, Series of 2014;
- 3) That the Applicant pays all fees associated with the Town's review and approval of renewal of the special use permit, including but not limited to attorney, engineering, planning, administrative and other related costs;
- 4) That the Applicant (or his heirs, successors, or assigns), if she wishes to continue utilizing the property in the above stated manner, submits a written request to the Board of Trustees not fewer than twenty (20) days prior to the end date of the renewal of the SUP, such request to be considered by the Board of Trustees in a regular meeting. Such written request must state the reason for the

SUP extension request. The Applicant (or its heirs, successors, or assigns), shall be in good standing with the Town with regards to payment of utility bills and maintenance of the property; and

- 5) That the Board of Trustees reviews the High Q Special Use Permit every two (2) years, beginning on the date of approval by the Board of Trustees, and continuing thereafter until or unless such occupancy is discontinued, and determines in its sole discretion, that continuation of this Special Use Permit is in the best interests of its citizens.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 14th day of September, 2020.

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC



August 27, 2020

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

Town Trustees:

HQ LLC d/b/a High Q Silt operates a Retail Marijuana Store on the property know as Lots 17-19 (portions), Block 20, Original Townsite, also known as Parcel #217910215010, and commonly known as 730 Main Street, Town of Silt, Garfield County, State of Colorado (the "Property"), pursuant to a Special Use Permit ("SUP") in accordance with Resolution No. 37, Series of 2014, Resolution No. 31, Series of 2016 and Resolution No. 30 Series of 2018.

I wish to continue utilizing the Property in the above stated manner and hereby request that the Town of Silt approve another SUP for two years. We are in good standing with the Town of Silt with regards to payment of utility bills and maintenance of the property. We are in compliance with the Colorado Marijuana Code and the Silt Municipal Code. We have not received any fines from the Colorado Department of Revenue, Marijuana Enforcement Division or any other governmental or law enforcement body related to the operations of this business.

Sincerely,

A handwritten signature in black ink, appearing to read "R. S. Grossman", written over a circular stamp or seal.

Renée S. Grossman
Manager
HQ LLC



TOWN OF SILT

**MEDICAL MARIJUANA AND/OR RETAIL MARIJUANA STORE BUSINESS LICENSE
NEW AND RENEWAL APPLICATION**

NEW RENEWAL

Applicant Name: Renée S. Grossman HQ LLC	Applicant Address and Phone Number(s): 314 Sopris Circle Basalt, CO 81621 (212) 851-6448	Social Security # or FEIN: 46-2296641
dba (Doing Business As) Name: High Q	Business Legal Name: HQ LLC	Business Phone Number(s): 970-876-4114
Business Mailing Address: 314 Sopris Circle Basalt, CO 81621	Physical Business Address and Zoning District: 730 Main Street, Silt, CO 81652 Zone B-1	Landlord Name & Mailing Address: HQ Holdings LLC
Business Manager and Date of Birth: Renée S. Grossman [REDACTED]	Business Manager's Address and Phone #: 314 Sopris Circle Basalt, CO 81621 (212) 851-6448	E-Mail : renee@highqrockies.com
US Citizen: YES NO		
Business Owners (all must be listed) and Dates of Birth: Renée S. Grossman [REDACTED]	Business Owners Addresses and Phone #s: 314 Sopris Circle Basalt, CO 81621 212-851-6448	Owners' Social Security Numbers: [REDACTED]
US Citizens: YES NO		
Hours of Operation: SU 12-8PM, M-T 10AM-9PM, W-SA 10AM-10PM	Days of Operation: SUN-SAT	Business Square Footage: 1,000
Nature of Business (as you would like it described on your license): Retail Marijuana Store		

TYPE OF BUSINESS:

- Medical Marijuana Store (requires a public hearing) – List of Products:
- Retail Marijuana Store (requires a public hearing) – List of Products: marijuana, infused products & accessories
- Medical/Retail Marijuana Store (requires a public hearing) – List of Products:
Marijuana, marijuana-infused products, accessories and merchandise

TYPE OF OWNERSHIP:

- Corporation Limited Liability Company Partnership Sole Proprietorship Franchise
- Non-profit Corporation (attach IRS Letter of Determination) Other _____

STATE LICENSES (COPIES MUST BE ATTACHED TO THIS APPLICATION, IF AVAILABLE):

- State Medical/Retail Marijuana License #(s) 402R-00332 FEIN # 46-2296641
- State Health Department License # _____ State Sales Tax # 29843485 (registered Silt as home base)

REQUIRED DECLARATIONS:

1. Has the applicant or any of the owners of this business been denied a medical marijuana or retail marijuana business or liquor license or similar State or local license, or had such a license suspended or revoked? x Yes No
If yes, please explain on a separate sheet of paper.
2. Has the applicant or any of the owners of this business been convicted of a felony or has completed any portion of a sentence due to a felony conviction within the past 5 years, or has the applicant or any of the owners completed any portion of a sentence for a conviction of a felony regarding the possession, distribution, manufacturing, cultivation or use of a controlled substance within the past 10 years? Yes No
If yes, please explain on a separate sheet of paper.
3. Is the applicant and the owners or manager U.S. Citizens and Colorado residents of two years and twenty-one (21) years of age or older? Yes No
If no, please explain on a separate sheet of paper.
4. Is the applicant or any of the owners a law officer and/or employee of the State or local licensing authority? Yes No
5. Has a transfer of capital stock, change in principal officers or directors, transfer of membership interest or managers occurred? Yes No
6. Does the business utilize any hazardous, toxic or flammable materials? Yes No
If so, please list out which kind, quantities, and for what purpose.
7. Is your business a change of use or occupancy for this location? Yes No
(If a **change of use**, then two sets of registered design professional stamped plans are required. Please go to: <http://townofsilt.org> to apply for a building permit.)
8. Will there be ANY remodeling or building alterations? Yes No
(Please go to: <http://townofsilt.org> to apply for a building permit.)
9. If renewal, have you added any space to your previous square footage? Yes No
10. Will you be installing a new sign or changing an existing sign? Yes No

FEE SCHEDULE:

- 1. New license application for medical/retail marijuana store. \$1500.00
- 2. Renewal license application for medical/retail marijuana store. \$ 500.00
 - ❖ A change of ownership requires a new license application and fee.
 - ❖ A license must be obtained for each marijuana establishment location.
 - ❖ A license is valid for one year

REQUIRED ATTACHMENTS:

- Completed copy of the State Medical/Retail Marijuana application(s) (as submitted to the State)
- Copy of State Sales Tax License Application
- Copies of Articles of Incorporation or Partnership/Operating Agreements
- Lease or Deed for Premises, listing the business as the Owner or Lessee
- Floor plan diagram, drawn to scale, showing public medical/retail store area and private areas (offices, etc), as well as secured areas for marijuana storage.
- Completed fingerprint card(s) for applicant, manager, and all owners, with a cashier's check or money order for \$39.50 made payable to CBI for each card.
- All necessary Town fees, in checks payable to the Town of Silt.

REQUIRED APPROVALS PRIOR TO ISSUANCE OF LICENSE:

1. Town of Silt Community Development Department:

Please contact the Community Development Department at 970-876-2353, ext. 108 to confirm zoning.

ZONING District: _____ Zoning Use Correct? Yes No
 Date of application _____ Date of Planning Commission Hearing _____
 Date of Notice in the Paper _____ Date of Notice to 200' property owners' _____
 Date of Board of Trustees Hearing _____ Date of Approval _____
 License and Certificate Issued? Yes No

Does medical/retail store meet setback of 500' from another licensed medical/retail marijuana store? Yes No

Does medical/retail store meet setback of 500' from private or public school, daycare or preschool that is located outside of a commercial zone district? Yes No

Date of Board of Trustees public hearing _____

Date of Notice in the Paper _____ Date of posting notice at establishment _____

Date of Approval _____ Conforming Sign: Yes No

Approved Denied Held

Reason if held _____

Zoning Administrator Signature: _____ Date: _____

Comments:

2. Town of Silt Building Department:

Please go to: <http://townofsilt.org> or apply at Community Development Department for a building permit to schedule a medical/retail marijuana store building life safety inspection.

Change of Location Approved Denied Held

Reason if held _____

Building Official Signature: _____ Date: _____

Comments:

3. Town of Silt Police Department:

Town staff will contact the Town of Silt Police Department for review.

Approved Denied Held

Reason if held _____

Police Chief Signature:  _____ Date: 8/25/20

Comments:

PLEASE READ CAREFULLY AND INITIAL THE FOLLOWING STATEMENTS:

RSG 1. I have obtained and examined a copy of all ordinances pertaining to the regulation of marijuana, and I agree to abide by and conform to all of the conditions of any license issued to me thereunder. <http://townofsilt.org/ordinances/>.

RSG 2. I understand an approved and issued business license is required to conduct business within the Town of Silt. I fully understand and will comply with all the rules and regulations of the State and the Town of Silt. It is my responsibility to acquire all necessary approvals for this application, and to submit a completed application *annually* with appropriate fees to the Town Clerk. Finally, this application is complete and correct to the best of my knowledge.

RSG 3. I will operate my establishment in a safe manner that does not endanger the public welfare, and will post all licenses in a conspicuous location at the marijuana establishment(s).

RSG 4. I understand that the Town accepts no legal liability in connection with the approval and subsequent operation of the medical/retail marijuana-based business.

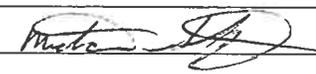
RSG 5. I understand that by accepting a medical/retail marijuana business license issued pursuant to the ordinances of the Town of Silt, the licensee, jointly and severally if more than one, agrees to indemnify and defend the Town, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

2. Town of Silt Building Department:

Please go to: <http://townofsilt.org> or apply at Community Development Department for a building permit to schedule a medical/retail marijuana store building life safety inspection.

Change of Location Approved Denied Held

Reason if held _____

Building Official Signature:  Date: 8-31-20

Comments:

3. Town of Silt Police Department:

Town staff will contact the Town of Silt Police Department for review.

Approved Denied Held

Reason if held _____

Police Chief Signature: _____ Date: _____

Comments:

PLEASE READ CAREFULLY AND INITIAL THE FOLLOWING STATEMENTS:

RSG 1. I have obtained and examined a copy of all ordinances pertaining to the regulation of marijuana, and I agree to abide by and conform to all of the conditions of any license issued to me thereunder. <http://townofsilt.org/ordinances/>.

RSG 2. I understand an approved and issued business license is required to conduct business within the Town of Silt. I fully understand and will comply with all the rules and regulations of the State and the Town of Silt. It is my responsibility to acquire all necessary approvals for this application, and to submit a completed application *annually* with appropriate fees to the Town Clerk. Finally, this application is complete and correct to the best of my knowledge.

RSG 3. I will operate my establishment in a safe manner that does not endanger the public welfare, and will post all licenses in a conspicuous location at the marijuana establishment(s).

RSG 4. I understand that the Town accepts no legal liability in connection with the approval and subsequent operation of the medical/retail marijuana-based business.

RSG 5. I understand that by accepting a medical/retail marijuana business license issued pursuant to the ordinances of the Town of Silt, the licensee, jointly and severally if more than one, agrees to indemnify and defend the Town, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

PLEASE SIGN AND DATE BELOW


Signature of Applicant

Renée S. Grossman
Print Applicant Name

Managing Member
Title

8/17/20
Date

FOR OFFICE USE ONLY

Paid 8/17/20 Date of Completed Application 8/25/20 Received by SHEILA M. M. WYRE

The Local Licensing Authority shall approve, deny, or conditionally approve a pending application within 45 days from the receipt of a completed application.

Inspections completed: Yes No

Application Approved or Denied

Clerk Signature _____

If Denied, please state reason:

If Renewal and applicable, confirmed with Town Treasurer that sales tax has been collected

Treasurer Signature _____

Revoked or suspended _____ Date _____ by _____

Reason:

Addendum to
Retail Marijuana Business License Renewal Application
HQ LLC

Required Declarations #1

In January 2015, Renée S. Grossman, managing member of HQ LLC, was denied licenses to operate a Retail Marijuana Cultivation Facility and a Retail Marijuana Products Manufacturing Facility in Silt, CO.



Proclamation

WHEREAS, a library card is the most essential school supply of all;

WHEREAS, libraries and librarians play a crucial role in the education and development of children;

WHEREAS, libraries offer a variety of programs to stimulate an interest in reading and learning;

WHEREAS, library resources serve students of all ages, from early literacy to STEAM programs to research databases;

WHEREAS, signing up for a library card is the first step on the path towards academic achievement and lifelong learning;

WHEREAS, a library card gives students the tools that foster success in the classroom and beyond;

WHEREAS, librarians create welcoming and inclusive spaces for students of all backgrounds to learn together and engage with one another;

WHEREAS, a library card empowers all people to pursue their dreams and explore new passions and interests; and

WHEREAS, libraries are constantly transforming and expanding services to meet the evolving needs of their communities.

NOW, THEREFORE, we, the Board of Trustees of the Town of Silt, hereby proclaim September Library Card Sign-up Month in Silt, Colorado, and encourage everyone to sign up for their own library card today.

ATTEST:

Keith B. Richel, Mayor

Sheila McIntyre, Town Clerk, CMC

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 12th day of August 2020, by and between WESTERN SLOPE CONSULTING, LLC ("WSC") and Town of Silt ("Client");

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES

WSC agrees to provide professional land use planning and consulting services for Client as described in **Exhibit A** hereto (the "Scope of Work") for a project also described in Exhibit A (the "Project"). If WSC provides additional services at Client's request beyond the Scope of Work or for other projects, the terms of this Agreement shall apply to such additional services and project(s).

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The schedule for the Project including any milestones and deadlines are set forth in Exhibit A. To the extent that WSC may have commenced work or services for Client prior to the date of execution of this Agreement, the terms of this Agreement shall apply to such work and/or services.

3. PROFESSIONAL DUTIES

WSC shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings and other services rendered by WSC within the Scope of Work for the Project. Client agrees and acknowledges that WSC's employees are land use planning consultants and that the State of Colorado does not license or regulate the profession of land use planning. The duties of WSC to Client are governed solely by the terms of this Agreement and not by any separate or independent duty of care that may be applicable to licensed professionals under Colorado law.

4. FEES FOR SERVICES

Except for any flat fee or other special billing arrangement described in Exhibit A for a specific Scope of Work, Client agrees to pay WSC for all services rendered to Client based upon the hourly rates and fee schedule set forth in **Exhibit B**. WSC reserves the right to increase its hourly fees on an annual basis as provided in Exhibit B. Client further agrees to reimburse WSC for all expenses incurred in relation to the work performed for Client, including mileage, lodging, meals and travel as described in Exhibit B and also including WSC's actual costs for deliverable products such as reports, maps, graphics, data compilations, etc. If the Scope of Work requires WSC to contract with third parties for other services such as surveying, engineering, graphic design, legal analysis, or other professional services, Client shall reimburse WSC for all such costs and expenses. All fees and expenses shall be due and payable no later than 30 days from the date of WSC's invoice to Client. In the event of late payment, Client agrees to pay interest at the rate of 1.5% per month, compounded monthly. If Client fails to pay WSC as provided by this Agreement, WSC shall be entitled to recover all costs of collection including but not limited to attorney fees.

5. CLIENT REPRESENTATIVE

Client hereby designates Jeff Layman – Town Manager as its representative and authorizes him or her to make all necessary and proper decisions and work authorizations with reference to this Agreement.

6. INDEPENDENT CONTRACTOR

WSC and any persons employed or retained by WSC for the performance of work hereunder shall be independent contractors and not employees of Client. Any provisions in this Agreement that may appear to give Client the right to direct WSC as to details of doing work or to exercise a measure of control over the work mean that WSC shall follow the direction of the Client as to end results of the work only. WSC is not entitled to receive from Client any benefits, including without limitation workers' compensation or unemployment compensation. WSC is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

7. TERMINATION

Either WSC or Client may terminate this Agreement at any time for convenience and without cause upon written notice to the other party. In the event of termination by Client, Client shall pay WSC for all services rendered and costs incurred through the date of termination. If a flat fee applies to part or all of the Scope of Work, Client shall pay *pro rata* based upon the percentage of work completed or, if such a calculation is not practical under the circumstances, then based upon WSC's hourly rates, but not to exceed the flat fee. Client agrees and acknowledges that if it terminates WSC before the Scope of Work is completed then a final written report may not be delivered.

8. INSURANCE

WSC agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by WSC in an amount to be determined by WSC in its sole discretion.

If Client is a governmental entity, nothing herein shall be construed to waive or limit the applicability of the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 *et seq.*, either with respect to the immunity of Client or with respect to the immunity of WSC as Client's contractor, if applicable.

9. INDEMNIFICATION; LIMITATION OF LIABILITY

In the event of any breach of this Agreement by WSC or other claim asserted by Client against WSC, WSC's maximum liability shall be limited to the total amount of professional fees actually paid by Client to WSC hereunder or the amount of \$10,000, whichever is less.

To the extent allowable by law, Client agrees to indemnify and hold harmless WSC, its officers, employees and insurers, from and against all liability, claims, and demands, including costs of defense and attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind

SO AGREED as of the date and year set forth above.

WESTERN SLOPE CONSULTING, LLC

CLIENT

Exhibit A – Scope of Work

Western Slope Consulting, LLC will provide development review and planning services related to the Painted Pastures minor subdivision and site review applications. This work will include, but not be limited to, the following.

1. General review of the application.
2. Meetings with the staff and development representatives.
3. Preparation of memos and reports on the application.
4. Presentations before the Planning Commission and Board of Trustees.
5. Other work requested by the Town of Silt pertaining to the application submittal.

All work is to be performed on an hourly rate basis and will include reimbursables, travel time and other items specified in the contract and as detailed in Exhibit B.

Exhibit B – Hourly Rates and Fee Schedule



2020 Fee Schedule Municipal Planning Services

I. Professional Services

Category	Hourly Rate
i. Planning services provided to the client.	\$135.00
iii. Travel Time ^{1,2}	½ hourly rate

¹Mileage
Unless otherwise agreed upon in the Professional Services Contract, Western Slope Consulting charges the current IRS Standard Mileage Rate. Mileage is charged in addition to travel time.

²Travel Time
Unless otherwise agreed upon in the Professional Services Contract, Western Slope Consulting charges for any travel time necessary to provide municipal planning services. Travel time is billed at ½ (50%) the hourly rate. Travel time is charged in addition to mileage.

II. Reimbursable Expenses

- i. Lodging, Meals and Other Similar Expenses
Reimbursable expenses, such as lodging, meals and other similar expenses, incurred while providing municipal planning services are billed at cost.
- ii. Reprographics
Reprographics are billed at cost. Reprographics will only be those directly related to the municipal planning services provided.

III. Rate Revisions

This fee schedule is adjusted annually on December 31. Unless otherwise agreed upon in the Professional Services Contract, any services provided after December 31 will be subject to the new Fee Schedule.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 26 day of August, 2020 by and between the TOWN OF SILT, COLORADO, a home rule municipality (the “Town”), and Mark Chain Consulting, LLC (Contractor).

WHEREAS, the Town desires that Contractor perform the services of Town Planner as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. The Town agrees to pay Contractor a sum outlined in the attached Exhibit, as adjusted to reflect the deletion by the Town of any of the Services set forth in Exhibit A. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

2. Term. The Term of this Agreement shall be from the date first written above for a period of one year. The Town may terminate this Agreement in the event that it hires alternative planning services by giving Contractor thirty (30) days notice.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. Ownership of Instruments of Service. The Town acknowledges the Contractor’s work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least Two hundred fifty thousand Dollars (\$250,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Workers Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement.

d. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

e. Subcontracts. Contractor agrees to include the insurance requirements set forth in

this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally. (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, AE-Verify@) in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

13. Intentionally omitted.

14. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Silt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

15. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement. The terms of this Agreement shall supersede any conflicting provision in an exhibit hereto.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*

19. Assignability. Contractor shall not assign this Agreement without the Town’s prior written consent.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. Survival Clause. The Indemnification of section 9 set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town: Town Administrator Jeff Layman, 231 N. 7th Street, Silt, Co, 81652, 970.876.2353, jlayman@townofsilt.org

If to Contractor: Mark Chain, 811 Garfield Avenue, Carbondale, CO 81623, 970.309.3655, mchain@sopris.net

25. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF SILT, COLORADO

By: _____

Title: _____

ATTEST:

Town Clerk

- Act as Town representative to other local governments or organizations (Community Liaison). By way of example, if Garfield County Community Development wishes to engage the various municipalities for any areawide planning discussions.
- Answer questions or perform research related to land use questions, ordinances, zoning or development issues.
- Be present on occasional basis at Town Hall if requested in order to answer planning related questions or be available for planning related services.
- Other planning services as requested
- Developing agendas and briefing memos for Planning and Zoning Commission meetings.
- Managing the relationship between P&Z Commission and Board of Trustees.

EXHIBIT B

Planning Fees

Fees based on land use applications – Developer Reimbursement.....\$80/hr.

Fees based on general planning services – no Developer Reimbursement.....\$60/hr.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 14, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Interview for Planning Commissioner vacancy

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

RECOMMENDATION: Staff asks that the board interview Kim Leitzinger for the vacancy on the Planning Commission

SUMMARY AND BACKGROUND OF SUBJECT MATTER: There has been an open position on the Planning Commission due to a resignation. The town has received an application from Kim Leitzinger and she will be present via Zoom on Monday night for an interview with the Board of Trustees. The term for this position is until July 2021.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Sheila McIntyre

DOCUMENTS ATTACHED: Application from Kim Leitzinger

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:

REVIEWED BY:



Sheila M. McIntyre, Town Clerk, CMC



Jeff Layman, Town Administrator



Application for Commission or Board Appointment

On which of the Commissions or Boards are you interested in serving on?

Planning & Zoning Commission VALE Board Board of Trustees

Is this a reappointment request? No If yes, how long have you served? _____

NAME: Kimberly Leitzinger

ADDRESS: 440 N. 9th Street Silt, CO 81652

MAILING ADDRESS: same

CONTACT PHONE: 303-913-0168 WORK PHONE: N/A

EMAIL ADDRESS: mountainburl@gmail.com

HOW LONG HAVE YOU LIVED IN SILT? 1 year OCCUPATION: Federal Government Employee

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

Kimberly Leitzinger
Applicant's Signature

8/28/2020
Date

1. Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Board?

Through working with the Town on a personal fence project, Janet recommended that I apply for this position. The Town needs another person to serve, and I would love to help. I am interested in helping our town and other citizens who may need help deciphering Town code.

2. Why do you wish to be appointed/reappointed to this Commission or Board?

I have the time and ability to serve. I believe strongly in serving my community as I can.

3. Are you aware of the time commitment and do you have the personal time to devote to this Commission or Board?

As long as the time stays in the evening, I am able to serve for the 4 years required.

4. The Board of Trustees strives to keep a balance of knowledge and new opinions and ideas on all boards. What makes you a good candidate for reappointment rather than bringing in a new person? (for those seeking reappointment only)

5. What other Boards have you served on?
None.

QUESTIONS FOR PLANNING & ZONING AND BOARD OF TRUSTEE CANDIDATES ONLY

6. If appointed, what would you like to accomplish on the Commission or Board while you're involved?
I would like to assist with clarifying the Town regulations and code so taht ordinary citizens can understand the rules to follow them.

7. What do you believe could be a concern or issue facing this Commission or Board?
Confusion with the intent of regulations or code.

8. What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?
The Town needs to be fair and consistent in applying regulations.

Thank you for your interest and time commitment in serving your community.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 14, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Village at Painted Pastures Final Plat

PROCEDURE: (Public Hearing) Resolution No. 18, Series 2020, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING A MINOR SUBDIVISION FINAL PLAN AND PLAT FOR PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, LOCATED SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO (*continuance requested to October 13, 2020*)

RECOMMENDATION: The applicants request a continuance.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: On May 26, 2020, the Board approved Ordinances 3 and 4 (Annexation and Zoning), although those ordinances, the Annexation and Development Agreement and the Annexation Plat have not been recorded. On April 8, 2020, the Planning & Zoning Commission approved the Village at Painted Pastures Sketch Plan (3 lot minor subdivision). The Town has existing infrastructure throughout the subdivision (water and wastewater).

FUNDING SOURCE: Raley Ranch Project, LLC

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: September 14, 2020 (continuance requested)
August 24, 2020 (re-noticed by applicant)
July 13, 2020 (continuance requested)

ORIGINATED BY: Raley Ranch Project, LLC

PRESENTED BY: Attorney Sawyer

DOCUMENTS ATTACHED: N/A

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

SUBMITTED BY:

REVIEWED BY:



Jeff Layman, Town Administrator



Sheila M. McIntyre, Town Clerk

Sheila McIntyre

From: landstudio2@comcast.net
Sent: Thursday, September 10, 2020 2:21 PM
To: Jeff Layman; Michael Sawyer; Davis Farrar; Sheila McIntyre
Cc: Russ Hatle; John Reed; Yancy Nichol; Colby Christoff; Julie Pratte; Chad J. Lee
Subject: Village at Painted Pastures Final Plat Continuance Request

Dear Town of Silt:

The Applicant for the Village at Panted Pastures Final Plat application requests a continuance for the Town of Silt Trustee's review of the Final Plat from September 14, 2020 to October 13, 2020. The Applicant and consultant team are currently working on refinements to the Village at Painted Pastures Site Plan based on comments from the Town Engineer and Planner that may affect the Final Plat. This continuance will allow the Applicant to complete these Site Plan refinements and refine the Final Plat as needed prior to the October 13, 2020 date.

Please call or email with discussion. I will also be on the September 14, 2020 Trustee's Zoom meeting if there are any questions from the BOT.

Best,

Doug

Douglas Pratte, ASLA
The Land Studio, Inc.
365 River Bend Way
Glenwood Springs, Colorado 81601
(970) 927-3690 Office
(970) 948-6033 Mobile
landstudio2@comcast.net

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 14, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Marijuana moratorium, State legislation and town code update

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The town had passed Ordinance No. 1, Series 2020 imposing a temporary moratorium along with Ordinance No. 11 extending that moratorium on marijuana in an effort to give staff time to review the code and make necessary changes as directed by the Board.

It has recently been brought to the attention of staff by Renee Grossman, owner of High Q, that there are some new regulations out there and she will be present Monday night along with lobbyist Cindy Sovine to go through some of those changes.

Staff is currently working on draft ordinances to address code changes discussed earlier this year between staff and the Board and will also be asking the Board if there are any additional code changes that they would like to see addressed after the presentation tonight.

FUNDING SOURCE:

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY: Staff

PRESENTED BY: Administrator Layman, Renee Grossman and Cindy Sovine

DOCUMENTS ATTACHED: Power point presentation provided by Renee Grossman

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

SUBMITTED BY:

REVIEWED BY:

Jeff Layman, Town Administrator

Sheila M. McIntyre, Town Clerk



Licenses for On-Premise Consumption of Marijuana

September 9, 2020

Licensed Hospitality Businesses

- ❑ House Bill 19-1230, which authorizes marijuana hospitality spaces passed in May 2019
 - Allows for on-premise consumption of Medical and Retail Marijuana
 - Licensed businesses can be stand-alone or within certain hospitality businesses, such as hotels, restaurants, cafés, etc.
 - Rules 6-700 Created two types of licenses

- ❑ Marijuana Hospitality Business License
 - Permits on-premise consumption of Medical and Retail Marijuana, but not sales
 - Licensed consumption area may be indoor, outdoor or mobile provided no consumption may be visible from outside
 - These businesses do not have Marijuana as the primary revenue stream for a business
 - This license provides additional economic opportunity for non-marijuana businesses to capitalize on the marijuana industry
 - Hotel may create an outdoor consumption area for use by hotel guests
 - Restaurant may create a separate area where customers can consume marijuana and order food
 - Music venue that would like to create a designated consumption area for
 - Coffee shops, bookstores and other places that are not marijuana businesses but would like to capitalize on the Cannabis culture for which Colorado has become famous.

- ❑ Retail Marijuana Hospitality and Sales Business License
 - Permits a licensee to sell Retail Marijuana to consumers for on-premises consumption only
 - No mobile premises are allowed
 - Examples:
 - Marijuana lounge may have a space that sells limited amounts of Marijuana for on-premise consumption
 - Restaurant may have two separate areas, one that sells food and liquor and a separate one that sells food and Marijuana

Licensed Hospitality Businesses (cont'd)

- ❑ Why are local municipalities choosing to license Marijuana Hospitality Businesses?
 - Tourists have no legal place to consumer Marijuana
 - Status quo is to tell them they can't have it in their rental, they can't consume outside or anywhere else – but they better have consumed it all before they leave
 - Every major tourism industry, from ski resorts to casinos, are facing huge liability challenges because consumers are consuming marijuana illegally in places that do not allow it
 - Providing regulated spaces where intoxication is monitored creates meaningful solutions to these challenges while providing additional revenue streams for businesses and local municipalities

Key Aspects of the Hospitality Businesses Rules

❑ Consumption areas

- All employees must be trained to monitor, regulate, and identify intoxication to ensure consumption is regulated and safe rides home are a must
- The display and consumption of Marijuana or Marijuana Products may not be visible from outside the Licensed Premises
- Outdoor areas are permitted, provided there something obstructing the sight
- If within a food establishment, the consumption area must be separate and not in a facility with a liquor license
- The consumption area is limited to persons age 21 and older
- Consumption areas are supervised by licensed employees
- Alcohol, tobacco and employee consumption are prohibited in consumption areas, but food is permitted
- Security, signage and consumer education is required in consumption areas
- Disposal of waste is regulated

❑ Sales limits

- 2 grams of Retail Marijuana flower, ½ gram of concentrate or products containing 20 milligrams of THC
- No sales between 2AM – 7AM

Options for Local Municipalities

❑ Allow Marijuana Hospitality Business Licenses

- Creates safe and controlled spaces for people to consume Marijuana
 - Tourists and visitors have very limited options for legal consumption – many are consuming in spaces where its not allowed, such as ski slopes, ski lifts, hotel rooms and in public
 - Enables local municipalities to control when, where and how Marijuana is consumed in their towns
- Adds to the vitality of local towns and will be a big draw for tourists
- Adds more revenues to local towns
- Provides a new “amenity” that hospitality businesses can offer patrons and solves a problem they currently have with Marijuana consumption

❑ Allow Retail Marijuana Hospitality and Sales Business License

- In addition to the above, it creates a new tax revenue stream for local municipalities
- Will attract even more tourists and keep more patrons in local towns

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 14th, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Irrigation Telemetry Bid approval
PROCEDURE: Action Item

RECOMMENDATION: Approval / Authorization

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Town staff applied for and received a GCFMLD mini grant in the amount of \$25,000.00 for installation of a new telemetry system for the Town's irrigation system.

The Scope of what this system will provide for the Town is a more efficient operation of the Town's irrigation system. This system will allow the tanks to communicate and control the pump stations. There will also be a bank of read outs and indicator lights installed in the Town shop allowing Town staff to see water levels in all tanks and pump stations running status. Thus allowing a quick view of the system and possible problems without driving to each pump station and tank to check the system.

Staff released an RFP on July 7th, 2020 for this project, with bids to be returned by August 3rd, 2020. Staff received one bid within this time frame. The time was extended to allow another company to bid this project. This company showed up for a field tour of the system and explanation of what staff was looking for. After the tour and the extended 4 weeks to accept bid, no other bids were received.

The bid received was from CT electric and automation in the amount of \$30,000.00. (see attached) CT electric and automation is a local company based on Silt Mesa. This company has done previous work throughout the Town of Silt on irrigation pump stations as well as work in the Water and Wastewater plant. Town staff has had no issue with their work and they are very responsive to calls when emergencies arise.

It is Staff's recommendation that the project be awarded to CT electric and automation.

FUNDING SOURCE: GCFMLD Mini Grant \$25,000.00
Town of Silt's Irrigation Fund \$5,000.00

PRESENTED BY: Director Fonner

DOCUMENTS ATTACHED: CT electric and automation bid

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Trey H. Fonner, Public Works Director

REVIEWED BY:



Jeff Layman, Town Administrator

Proposal



Date	Proposal Reference #
6/9/2020	14130

Proposed To:
Town of Silt P.O. Box 70 Silt, CO 81652

Proposed From:
CT Electric and Automation, LLC 0410 Summer Falls Road Silt, CO 81652 970-366-2001 crterrell10@gmail.com

Project	Irrigation Radio Project		
Description	Qty	Rate	Total
PROPOSAL This price shall include all labor and material for the following considerations: Town of Silt Shop: Install new master radio with tank telemetry read outs with future alarm considerations Skyline Cemetery Tank: Install radio to send out tank telemetry Tara Pond Pump Station: Install new radio to control pumps and see tank telemetry Davis Point Pump Station: Install new cellular radio to control pump station and see tank telemetry Orchard Pump Station: Install new radio to control pumps and see tank telemetry Willow Pump Station: Install new radio to control pumps and see tank telemetry Mesa View Tank: Install new solar RTU and transducer to update tank telemetry Mesa View Pump Station: Install new radio to control pumps and see tank telemetry 16th & EM Pump Station: Install new radio to control pumps and see tank telemetry Eagle's View Tank: Install new solar RTU and transducer to update tank telemetry Booster Pump Station: Install new radio to control pumps and see tank telemetry Material All radio equipment, RTU enclosures, solar equipment, submersible pressure transducers, and misc. material for the mentioned above projects Labor Labor to install, program, and commission the radio network			
		22,000.00	22,000.00
		8,000.00	8,000.00
		Total	\$30,000.00

*Anything in addition to the above items, shall be figured on a "time and material" basis.

* Due to the frequent changes in price of electrical material, this proposal is only good for 30 days after the date on the proposal

Signature: _____

Date: August 10, 2020
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities, initiatives and news:

- **Wildfire Recovery Task Force**

- As Glenwood Canyon recovers from the devastation caused by the Grizzly Creek wildfire, the City of Glenwood Springs reached out to the Town of Silt and offered for us to be a part of this task force. It did so in recognition of our reliance on the Colorado River for our drinking water. There is a high risk of flash flooding and mudflows in the burn scars that will deposit all kinds of material into the river and potentially impact our water source.

I was able to watch a presentation to the Glenwood Springs City Council last week by members of the USFS "Burned Area Emergency Response" group, members of the National Resources Conservation Service and others. Suffice it to say they've painted a grim picture of the likelihood of flooding and the challenges regarding water supplies for Glenwood Springs. It is likely that we, in Silt, will be impacted to a lesser degree.

The scientists on hand instructed that the ash on the ground will drain off during coming rains into the river. This ash contains heavy metals such as lead, cadmium, zinc and mercury that have bio-accumulated in trees over time and will impact water quality to some degree. Additionally, we will see elevated levels of dissolved organic carbon that may react with the chlorine used to treat water to create hazardous compounds that we won't want in our drinking water. We are monitoring for these impacts and planning for any adjustments we may need to make.

Bottle testing of water from the burn area has so far been good. Some raised levels of sediment and ash have been detected, but nothing so far we cannot handle.

We will be active in the regional recovery group, as well, to better understand our own challenges, what resources might be available and how we can help support the overall effort.

Below are links to the video presentation regarding the post wildfire recovery needs and the PowerPoint. Please note that the video is over three hours long.

<https://youtu.be/uBi05EHorEY?t=1657>

https://glenwoodsprings-my.sharepoint.com/:p:/g/personal/jennifer_oaton_cogs_us/EcqH2Y9DFNNCg_mrb_TgVicBJu-sZf5sKXCpxXBZPkkRrA?e=alprny

- **Human Resources Consulting**
 - ILG reported to the HR Subcommittee last week with additional focus on police pay ranges, health insurance premiums and other HR topics. We will work these suggestions into the 2021 budget to understand their impacts.
- **Water/Wastewater Plants Operation Update**
 - We have received some applications and have begun to interview for the open positions.
 - In the meantime, we are conferring with a local water/wastewater engineer to insure our plants are operating within State guidelines.
 - Under State of Colorado regulations, we have 30 days to officially transfer the Operator in Responsible Charge (ORC) designation after a vacancy occurs, but under the circumstances, we are determined to move much quicker than that. We will likely contract for this service while we consider next steps.
- **Contract Planner Update**
 - You will note in Monday night's Consent Agenda the presence of two contracts for "Contract Planners" Mark Chain and Davis Farrar. Davis is handling the current work associated with the Painted Pastures project and Mark is taking on all other planning work as it comes into the Town. Both are long-time municipal planners with loads of experience.
- **Springborn Lettuce Operation**
 - With Trustees Justin Brintnall and Sam Flores, I toured the soon to be completed Springborn Lettuce operation just south of Silt adjacent to the Silt River Preserve. It is a very impressive, fully automated greenhouse operation that will grow many varieties of lettuce on a year-round basis. Among my takeaways: The operation was attracted to our valley by the Opportunity Zone status and it will produce 5,000 pounds of lettuce a day, employ just 20 people from truck drivers to accountants to technicians to horticulturists and supervisors. None of these employees will earn less than \$50,000 per year.
- **Irrigation Audit**
- **CIRSA Police Training Update**
 - I attended a CIRSA Police Training update with Chief Kite on Wednesday in Glenwood Springs. The main topic of the session was Senate Bill 20-217 the "Enhance Law Enforcement Integrity Act" (ELEI). It included information on investigative detentions, dealing with persons experiencing mental health issues, Colorado's red flag law and the training associated with these topics. It also introduced the "body worn camera" requirement, developments in Colorado regarding dealing with civil disobedience and tenets of the ELEI.

- **Garfield County Grant Reauthorization**

- In 2019, Garfield County pledged a \$175,000 contribution to match Silt's \$125,000 in an effort to attract an additional \$300,000 Federal grant for design and engineering at the I-70 interchange. We did not receive that grant. However, we did receive a grant this year from CDOT for \$250,000. I will be presenting to the Garfield County BoCC on Monday morning, September 14 a request to them to allow the \$175,000 to be used in conjunction with this funding. With Silt's \$250,000, CDOT's \$250,000 and Garco's \$175,000 we will have \$675,000 for this purpose which should get us to almost 30% of design. We believe this will get us noticed for additional funding assistance.



Public Works Department

Trey H Fonner

Public Works Director

Memo

To: Jeff Layman, Town Administrator
From: Trey Fonner, Public Works Director
Cc: File
Date: September 8, 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.

- ❖ Remove and replace drain pain at 512 Main St
- ❖ Service Dodge Dakota for Water plant
- ❖ Skin patch 7th street above 1st Mesa
- ❖ Maintenance on Town condo
- ❖ Clear out weeds in ditch on 9th street
- ❖ Change out irrigation meter on Ditch 19
- ❖ Asphalt patch Eagles View
- ❖ Clean out office at Senior Housing
- ❖ Senior housing maintenance
- ❖ Repair Horseshoe pit at Stoney Ridge ball field
- ❖ Mowing Town lots and roadsides
- ❖ Remove Trees at Domelby park
- ❖ Install signs at playgrounds for CIRSA
- ❖ Grade Stoney Ridge parking lot
- ❖ Install new night drop box at Town Hall
- ❖ Hydro excavate curbstops in Domelby
- ❖ Fill in sunken graves and lay sod at Cemetery
- ❖ Install new coin operated dryer at Senior Housing
- ❖ Weekly meeting on Round-a-bout construction
- ❖ Irrigation audit meetings
- ❖ Wildland fire status meeting
- ❖ Water rights meeting with water engineer
- ❖ Meet with contracted Town Planner
- ❖ Meet with Lawyer, Engineer, and Planner on Painted Pastures
- ❖ Attached memo about mosquitos

Water and Wastewater Plant

- ❖ Waste 4 loads of sludge
- ❖ Run lab, Dallies, weeklies and DMR
- ❖ Housekeeping
- ❖ Chang filters on blowers
- ❖ Check lift stations
- ❖ Work on airlines out to basins
- ❖ Daily CIP on production skids
- ❖ Gather routine samples
- ❖ Clean turbidity meters
- ❖ Weekly lab
- ❖ Monthly CIP on production skids
- ❖ Air injector/blower replaced on skid number 1
- ❖ Monthly meter reads
- ❖ Repair/replace meters that would not read
- ❖ Clean up plants
- ❖ Walk through with Zancanella on wastewater plant
- ❖ Dano and Zubin's last day was September 4

MOSQUITO INFORMATION

The Town of Silt has an IGA with Garfield County in regards to mosquito traps and spraying. Following is a brief outline of what this includes.

During the summer months when mosquito activity is most prevalent, weekly traps are monitored throughout Garfield County. Attached is a copy of a weekly report that is received via email, this report covers all the traps within Garfield County. The threshold for spraying in Garfield County and most of Colorado is 100 mosquitoes in a single trap night. For a reference Garfield County has sprayed in Town 4 times this year, mainly around the wetlands area around Main St. During 2 of the sprayings they did make a pass by Veterans parks for the Movie in the park. This year they did more spraying in Silt in terms of miles this year than in most past seasons. They also treat with larvicides in these areas, this is to try and kill them in a larva stage and not let them mature into adult mosquitos. When looking at the report one of the mosquitos that is being looked at is the Culex tarsalis species. This is the species that is a carrier of the West Nile Virus.

Currently, I share this report with Administrator Layman and Mayor Richel. If any of you would like to receive this report as well, please supply me with a good email address to forward it on to. There will also be a annual report that will come out in October.

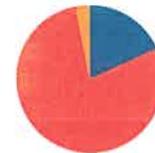


Adult Trap Data - Detail

Start Date: 08/18/2020 End Date: 08/19/2020

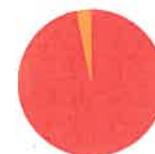
Town of Silt

Trap #	Date	Species	Count	Percent
SI-09	CDC Light Trap	Garfield	Silt Kum & Go	
	08/18/2020	<i>Aedes vexans</i>	6	18.2%
	08/18/2020	<i>Culex pipiens</i>	12	36.4%
	08/18/2020	<i>Culex salinarius</i>	5	15.2%
	08/18/2020	<i>Culex tarsalis</i>	9	27.3%
	08/18/2020	<i>Culiseta inornata</i>	1	3.0%
Total			33	

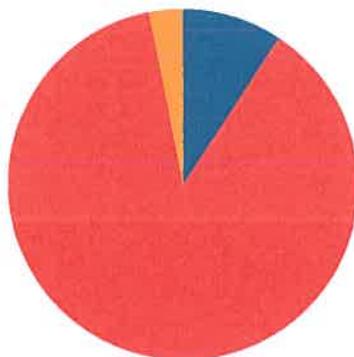


- *Aedes-Oc*
- *Anopheles*
- *Culex*
- *Culiseta*
- *Other*

Trap #	Date	Species	Count	Percent
SI-10	CDC Light Trap	Garfield	Silt - Coal Ridge High School	
	08/18/2020	<i>Culex pipiens</i>	10	31.3%
	08/18/2020	<i>Culex salinarius</i>	21	65.6%
	08/18/2020	<i>Culiseta inornata</i>	1	3.1%
Total			32	



- *Aedes-Oc*
- *Anopheles*
- *Culex*
- *Culiseta*
- *Other*



	TOTAL	%
■ <i>Aedes-Oc</i>	6	9.2%
■ <i>Anopheles</i>	0	0.0%
■ <i>Culex</i>	57	87.7%
■ <i>Culiseta</i>	2	3.1%
■ <i>Other</i>	0	0.0%

Water, Waste Water Memo

Activities for the Month of August 2020

Trey Fonner

From: Water and Waste Water

WASTE WATER

- Wasted 4 loads of sludge
- Ran Lab, Dailies, weeklies, DMR
- Housekeeping
- Changed filters on blowers, and cleaned blower room
- Lift stations were checked at Camp Colorado and Holiday Inn

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
- 10,211,126 gallons of finished water was made from 21,378,000 gallons of raw water
- Air Injector/blower system replaced on skid number 1

DISTRIBUTION

- Meters were read
- Field testing
- 3 residences were repaired at a total cost of \$1006.10

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the name of the author, Trey Fonner.



Date: September 1, 2020

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

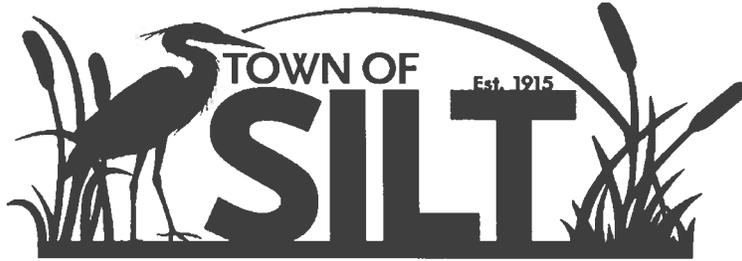
Re: Staff report for August 2020

Town Clerk duties:

- Reviewed retail marijuana renewals
- Prepared cemetery deeds
- Updated GETS/WPS
- Signed payroll and A/P checks
- Attended regular BOT work sessions and meetings by Zoom
- Coordinated and ordered food for work session
- Attended staff meetings
- Index filing and purging of old documents
- Assisted with P&Z misc (info to staff, agendas, staff report, public noticing, etc)
- Met with Amie re: budget
- Assisted with ads for job openings in water/wastewater dept
- Prepared resolution for trash increases
- Prepared special use permit renewal resolution for High Q
- Prepared and emailed various public notices to newspaper
- Prepared directives list
- Took deposits to bank
- Prepared and sent out BOT packets, followed up on meetings and transcribed minutes
- Misc research for various staff members
- Continued to provide customer service out of the front office while still following executive orders to keep staff safe as well as the public

Municipal Court & Police Dept. duties:

- Input municipal tickets and parking tickets along with payments
- Ordered business cards for PD
- Ordered upgraded phones for officers
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Released OJW's
- Attended demo's for court management software
- Processed plea deals
- Submitted Warrantless Arrest Affidavits to DA's office
- Prepare for and attend court
- Processed court files after court with Judges' orders
- Prepare subpoenas for trials
- Conference call with prosecutor re: revised traffic ordinance



TOWN OF SILT
STAFF REPORT

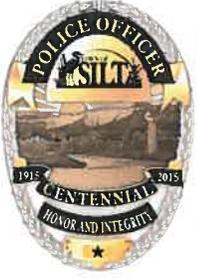
Date: August 31, 2020

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

Tasks Completed in August

- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Accounts Payable
- Petty Cash Reconciliation
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Monthly Disbursements
- Financial 2019 in person Audit
- Supplemental 2020 Budget preparation
- 2021 Budget preparation
- Zoom meeting hosting for staff , Board and P & Z meetings



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 , August 31/2020

In the month of August 2020 the Silt Police Department had 365 calls for service.

53 penalty assessment tickets were issued for traffic violations.

65 warnings were issued for infractions of the law.

15 calls for service were related to Animal Complaints.

There were also 28 arrests made by the Silt Police Department for criminal charges in the month of August and 1 Juvenile arrest.

At the end of August 2019, the total number of calls for service was 494

There were 0 K9 deployments and 0 finds.

We have two officers in the academy and they are both doing well.

Sergeant Uhernik will be coming back to the Silt Police Department the first week of October.

The Silt Police Department has been responding to a large number of criminal trespasses and thefts in the town. We want to remind everyone to lock their doors.

Community relations

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

Chief Kite

A large, stylized handwritten signature in blue ink, appearing to read "Chief Kite".

A small, handwritten signature or set of initials in blue ink, possibly "JK".

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Incidents 2020	338	291	347	299	398	364	424	365					2826
INCIDENTS 2019	446	365	359	408	459	480	441	494	324	381	327	327	4403
Cases 2020	30	16	24	22	38	31	19	24					204
CASES 2019	16	29	19	23	28	31	21	32	25	34	22	16	273
Animal 2020	18	11	26	11	31	20	14	15					146
ANIMAL 2019	12	13	24	23	29	21	25	19	18	19	26	23	229
Adult Arrests 2020	36	22	19	29	24	27	30	28					215
ADULT ARRESTS 19	12	22	12	20	21	37	25	30	12	30	31	32	264
Juvenile Arrests 2020	1	1	0	13	2	2	0	1					20
JUVENILE ARRESTS 19	2	5	0	0	0	3	4	3	2	1	3	0	23
Tickets 2020	43	44	37	55	29	34	65	53					360
TICKETS 2019	60	43	42	29	62	58	78	52	22	53	42	29	541
Warnings 2020	74	92	90	63	68	85	121	65					658
WARNINGS 2019	111	100	90	48	104	124	100	97	60	107	88	30	1012

Incidents All calls for service. Those that come through Dispatch and Officer Initiated.

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

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

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

Call to Order

Chair Classen called the meeting to order at 6:33 p.m.

Roll Call

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

Absent: Alternate Commissioner #2

Also present at the meeting was Community Development Director Janet Aluise, Treasurer Amie Tucker, Jordan Schoeller, Jesse Schoeller, and other members of the public (by phone).

Pledge of Allegiance

At 6:33 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.

Agenda Changes

There were no agenda changes.

Tab 2 - Consent Agenda

At 6:34 p.m., Commissioner Eastlund made a motion to approve the June 2, 2020 Planning & Zoning Commission meeting minutes, as written. Commissioner Dorsey seconded the motion and the motion carried unanimously.

Tab 3 – Appeal to Decision by Community Development Director regarding Compliance of Duplex Architectural Renderings and Site Plan with Chapter 17.43 of the Silt Municipal Code

At 6:36 p.m., Director Aluise reviewed the staff memo for the Commission, stating that the Schoellers are requesting approval of the architectural elements to the duplex structure proposed at 734/736 North 7th Street. She stated that her review of their architectural renderings precedes their actual Special Use Permit Application for a modular/manufactured structure. Director Aluise reviewed Section 17.43.030(D) for the Commission, with specific emphasis on (4), which states that an applicant shall provide no fewer than three roof features, upper level accents or architectural features on the front and/or side of the structure that can be seen from the street. As each unit must have twenty-five points, she used her professional judgment to arrive at twenty points for each unit, attributing five points for the lower horizontal rusting metal wainscot, five points for the bands on the corners of the structure and between the units, five points for the 'oriel' window, and five points for the roof pitch change over the doorways.

At 6:42 p.m., the Commission had the following discussion:

- The Community Development Department correctly applied the code, as the proposed unit is rather plain;
- The 'oriel' windows are proposed for small windows and would not really add architectural appeal to the units; and
- Front porches might help to both achieve points and make the units look better.

At 7:04 p.m., Jordan and Jesse Schoeller addressed the Commission, thanking them for giving direction and insight to the architectural features. Mr. Schoeller stated that it was his intent to have the lower horizontal wainscot at least one-third the building height and would amend the drawing to indicate dimensions (building height is measured from grade to midspan of roof). Mr. Schoeller also stated that he understood that the Commission did not deem the roof pitch change above the doorways as 'dormers', but would work to enhance the front entrance.

At 7:09 p.m., the Commission had consensus that Director Aluise had correctly implemented Section 17.43.030(D) of the Silt Municipal Code regarding architectural features of single family/duplex structures.

Old Business

Chair Classen inquired if the Silt area businesses are still suffering. Director Aluise stated that the Food Voucher Program, the Business Highlight Program, and the No-Interest Small Business Loan Program were all designed to help local businesses and she felt that these programs have helped both small businesses and the citizenry. However, she added that some businesses are still likely not up to pre-Covid sales/activity.

Chair Classen inquired about the Painted Pastures approvals. Director Aluise stated that the staff is reviewing the Village at Painted Pastures Final Plat/Plan now and it will be on the Board's agenda on July 27, 2020.

Commissioner Eastlund inquired about the marijuana code revision subcommittee, and Director Aluise stated that the Board has indicated that the joint Board of Trustee/Planning & Zoning Commission meeting could well be a venue to speak about code changes so that all members can express their views.

New Business

Vice Chair Williams stated that Highwater Farms will be shooting a video to advertise their plantings and nonprofit activities on Thursday, July 9, 2020, from 5 p.m. to 8 p.m. She encouraged all to attend and to take part in the volunteer gardening and/or video project.

Other Business

There was no other business.

Future Business

There was no future business.

Commissioner and Staff Comments

There were no Commissioner or staff comments.

Adjournment

At 7:22 p.m., Vice Chair Williams made a motion to adjourn. Commissioner Aragon seconded the motion, and the motion carried unanimously.

Chris Classen

Janet Aluise

Chairman Chris Classen

Community Development Director Janet Aluise