



WORK SESSION, HOUSING AUTHORITY & REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – Monday, October 14, 2024
Call to Order & Roll Call –Work Session @5:00pm, Housing Authority @6:40pm, and Regular Meeting @7:00pm

ATTENTION: The Town of Silverton Trustee meetings are being conducted in a hybrid virtual/in-person. Instructions for public participation in Town Trustee meetings are as follows:

- Zoom Webinar Link: <https://us02web.zoom.us/j/88637487127>
- By Telephone: Dial 669-900-6833 and enter Webinar ID 886 3748 7127 when prompted.
- YouTube (live and recorded for later viewing, does not support public comment):
www.youtube.com/channel/UCmJgal9IUXK5TZahHugprpQ

If you would like to make a public comment during a specific Agenda Item, please submit a request to the Town Administrator at gkaasch-buerger@silverton.co.us

MEETING PROTOCOLS: Please turn off cell phones; be respectful and take personal conversations into the lobby. The public is invited to attend all regular meetings and work sessions of the Board of Trustees. Regular Meeting Closing Public Comment must be related to an agenda item.

Work Session @ 5:00pm

- 1) Land Use Code Rewrite Work Session

Silverton Housing Authority @6:40pm

- 1) DOH Letter of Intent
- 2) Public Comment

Regular Meeting @ 7:00pm

- 1) Staff and/or Board Revisions to Agenda
- 2) Public Comment - *Comments must be limited to three (3) minutes in duration.*
- 3) Presentations/Proclamations
 - a) Silverton Singletrack Baker's Park Update-Klem Branner
- 4) New Business
 - a) PUBLIC HEARING: Resolution 2024-21 A Resolution to Amend Water and Sewer Utility Rates and Fees
 - b) PUBLIC HEARING: 2025 Draft Budget and Notice for Adoption on December 9, 2024
 - c) REQUEST FOR PUBLIC HEARING: Kendall Mtn. LLC dba Silverton Greenworks – Regulated Marijuana Business License Renewal Application
- 5) Consent Agenda
 - a) Payroll
 - b) Meeting Minutes 9.23.24



- c) Accounts Payable
- d) August Sales Tax
- e) Letters of Support to State Representatives in support of the proposed Empty Home Tax
- f) Department of Revenue MOU
- g) KIND SILVERTON LLC - Regulated Marijuana Business License Renewal Application
- 6) Staff Reports
 - a) BPMD Update—Perker Newby's email and newsletter
- 7) Committee/Board Reports
 - a) 9.25 Utility Committee Meeting
 - b) 9.26 Region 9 Meeting
- 8) Trustee Reports
- 9) Continued Business
 - a) Zononi Warranty Deed Update
 - b) Contract with Canyon Construction Company for the Sewer Collection Systems USDA-Funded Project
- 10) Public Comment
- 11) Request for executive session pursuant to §24-6-402(4)(f), C.R.S. for the Town Administrator's Annual Performance Review and Requested Contract Amendments.

Adjourn

Up-coming Meeting Dates:

- 10.15 @7pm San Juan Regional Planning Commission
- 10.16 @5pm Historic Review Committee Training
- 10.17 @6pm Wildlife Coalition Meeting
- 10.21 @9am Finance Committee Meeting
- 10.28 @5pm LUC Work Session on RVs @6pm EQR Work Session @7pm Regular Meeting

End of Agenda

October 14, 2024
Land Use Code Work Session
MEETING PACKET



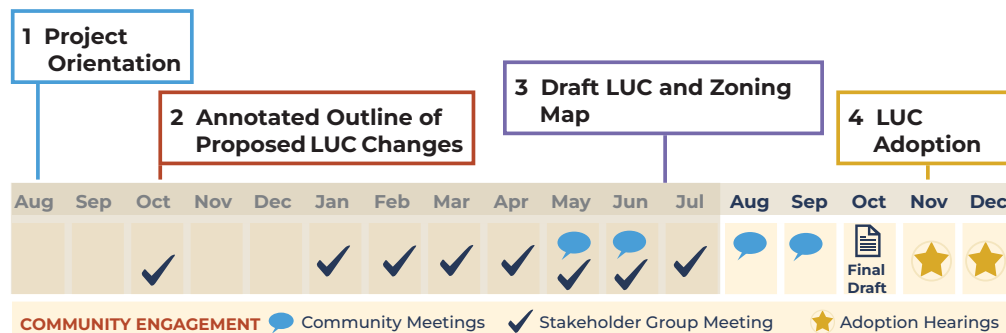
General Overview

The Town of Silvertown is updating its dated Land Use Code (LUC). The LUC is the set of regulations that guide how development should occur in the community. It is also one of the primary tools used to implement strategies and action items from the Compass Master Plan. The project is being managed by a team comprised of the Town Administrator, Town staff from the Planning Department and Community Planning Strategies (CPS), and support from the consultant team from Clarion Associates and Urban Rural Continuum (URC).

The key goals of the project are to:

- Update the Town's regulations to better reflect and align with the vision for the future of the Silvertown community established in the Compass Master Plan;
- Create more predictable development outcomes by simplifying and clarifying development standards and procedures;
- Consolidate multiple chapters of the Silvertown Municipal Code (Chapter 15, Annexation; Chapter 16, Zoning; and Chapter 17, Subdivision) to establish a more clear and consistent structure; and
- Make the LUC more user-friendly and easier to understand.

Project Timeline



? What is zoning? Zoning establishes the legal framework for what can be built, what types of buildings can be constructed, and what types of businesses and activities can happen on a property in Silvertown. Zoning promotes the responsible and sustainable development and redevelopment of the land within the Town in accordance with long-range planning efforts.

? What is subdivision? Subdivision is the division of land into two or more lots. Subdivision standards guide future growth and development in the town, ensure that the necessary services and facilities are available, and mitigate potential effects of natural hazards and other site conditions.

? What kind of regulations are included in the LUC? The Land Use Code includes regulations related to three general topics: zoning districts and uses, development standards, and administration and procedures. These topics are described in more detail on the back side of this page.



SILVERTON LAND USE CODE

Moving the Compass Plan into Action



How to Read the Land Use Code

Curious about...

Find it in..



The basic rules for how tall, how big, and how dense a development can be?

Article 2: Zoning Districts
Reference Summary of Zoning District Dimensional Standards in Section 15-2-50(a)



What uses are permitted on the property?

Article 3 Use Standards



The information about how a development should look?

Article 6 Development Standards
Article 7 Signs



Design of new subdivisions?

Article 4 Subdivision Design and Improvement



How the City protects environmentally sensitive areas?

Article 5 Environmentally Sensitive Lands



Standards required for exterior lighting to become a certified Dark Sky Community?

Section 15-6-40: Outdoor Lighting



The process or application required for specific development and if a public hearing is required?

Article 8: Administration and Procedures



FOR MORE INFORMATION:

Learn more at www.silvertonluc.org. Be sure to sign up to receive e-mail updates about the project.





LET'S TALK DESIGN

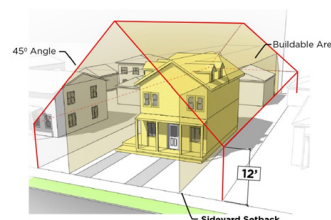
TOWNWIDE STANDARDS

What is the intent of the standards? These standards are intended to ensure that development throughout Town continues to provide a desirable and functional environment and is designed and constructed in a manner that is suitable to Silverton's climate.

Where will the standards apply? The proposed standards will apply to most new development and redevelopment throughout Town. Some standards, such as residential accessory storage, are not required for single-unit and duplex dwellings and other standards, such as on-site snow storage, are only required for Site Plan Review or Special Use Permit applications. Similarly, the small lot development bulk plane standards only apply to lots less than 5,000 square feet in area.



- **Roofs, Eaves, and Parapets:** Roofs, eaves, and parapets must be designed to withstand mountain climate using appropriate pitch, drainage, R-value, and materials.
- **Climactic Conditions:** Local climatic conditions shall be considered when designing the orientation of new buildings. Adequate solar access shall be considered when planning outdoor spaces, with shade and relief from glare provided by landscaping and overhead structures.
- **Reflective Materials:** No glare-producing material including, but not limited to, unpainted metal or reflective glass, shall be used on the exterior of structures.
- **Snow Storage and Shedding:** 10 percent of the impervious surface on the lot shall be provided for the removal, management, and storage of snow removed from pedestrian and vehicular ways. Adequate drainage shall be provided for the snow storage area to accommodate snowmelt and to ensure it does not drain onto adjacent property. Sites and structures shall be designed so that snow does not shed across the property line onto an adjacent property. Snow shall not be allowed to shed freely into building entrances and any roof that may shed snow onto walkways and entries shall include rooftop snow retention techniques including snow guards and/or snow fences.
- **Refuse Containers:** Dumpsters and refuse containers shall be animal resistant. Enclosures shall be located to minimize view and odors from public locations at the primary street frontage and neighboring properties.
- **Mechanical:** Underground utility connection is required unless otherwise provided by the Building Official. Risers, utility meters, panel boxes, or similar, are encouraged to be covered with the same or compatible material as the siding material where the connection meets the building.
- **Residential Accessory Storage:** Bulk storage areas for materials such as tools, bicycles, or ski equipment shall be provided and designed as an integral part of the project whether within the principal building or in a detached accessory structure.
- **Small Lot Development Bulk Plane:** The buildable area of the lot is limited by a bulk plane that extends up 12 feet from all four lot lines and angles in at forty-five-degree angles from the side lot lines until it reaches the maximum building height in the zoning district or intersects with the plane that is created by the lot line on the opposite side of the lot. This requirement is intended to limit the overall massing and scale of infill development on small lots.





LET'S TALK DESIGN

GREENE STREET STANDARDS

What is the intent of the standards? These standards are intended to replace the current Architectural Review Overlay District which requires all development within the boundary (see right) to be reviewed by the Historic Review Committee to preserve the historic character of Silverton and the Town's designation as a National Historic Landmark.

Where will the standards apply? The proposed standards will apply to any new development or redevelopment on any lot adjacent to Greene Street outside of the Historic District. These standards are in addition to the Townwide standards.

Silverton's Architectural Review Overlay Zone



- **Building Orientation:** Primary entrance must be visible and accessible from street.
- **Building Mass and Form:** Building must include massing variation using multiple elements such as window variations, roof form variations, balconies, and overhangs.
- **Building Materials:** Building materials must preserve or complement exterior building materials characteristic of the Town's history.
- **Roof Form:** Roofs should be similar in scale to those used historically on comparable buildings. For new residential structures or new nonresidential structures designed to appear like a residential structure, the minimum roof pitch is 8:12. Bowed or curved roof forms are prohibited.
- **Parking:** If on-site parking is provided, parking should be located to the side or rear of the primary structure.



WE WANT TO HEAR FROM YOU!

- Are there certain areas of Town outside of the Historic District that should require stricter design standards?
- Should any of the Townwide standards be limited to only certain areas of Town or certain development types (e.g. nonresidential or multi-unit)?
- Are there any other design standards you would like to see applied to all or certain types of development?

TAKE THE LAND USE CODE SURVEY!





LET'S TALK HOUSING

RESIDENTIAL USE ALLOWANCES

The updated Land Use Code proposes expanding residential use types across Town in order to implement the Compass Master Plan's goal to "expand housing choices, opportunities and affordability for our community."

Certain residential use types are required to meet additional standards regardless of whether a Special Use review is required. This includes limitations on number of units in the R-1 district, site layout and design requirements for cottage court dwellings and manufactured/tiny home parks, and building layout requirements for live/work dwellings.

Use Table							
P = Permitted S = Special Use							
Current Zoning Districts	R-1, R-1-A	R-2	New	B-P	B-A	E-D	P
Proposed Zoning Districts	R-1	R-2	MU-1	MU-2	C-1	C-2	P
Residential							
Household Living							
Dwelling, Single-Unit Detached	P	P	P				
Dwelling, Single-Unit Attached (Townhome)	P	P	P				
Dwelling, Duplex	P	P	P	P			
Dwelling, Triplex or Fourplex		P	P	P			
Dwelling, Cottage Court		P	P				
Dwelling, Multiunit		P	P	P	P		
Dwelling, Live/Work			P		P	P	
Manufactured or Tiny Home Park		S	S				
Group Living							
Continuing Care Facility		S	P				
Group Home	P	P	P	S			
Accessory							
Accessory Dwelling Unit	P	P	P	P	P	P	

DIMENSIONAL REQUIREMENTS



Updates to the dimensional standards that provide more flexibility for a variety of housing types include reducing the minimum lot area required to build in the R-1 and R-2 districts, adding a maximum lot area in the R-1 district, reducing setbacks for small lot (also known as "single-lot") development, and a 5-foot increase in building height in all districts except R-1.

Zoning Districts Dimensional Standards Summary							
Current Zoning Districts	R-1-A, R-1	R-2	New	B-P	B-A	E-D	P
Proposed Zoning Districts	R-1	R-2	MU-1	MU-2	C-1	C-2	P
Lot Area, Min. SF [1]	5,000	2,500	-	-	-	-	-
Lot Area, Max. SF	10,000	-	-	-	-	-	-
Lot Width, Min. FT	50	25	25	25	50	50	50
Setbacks, Min. FT							
<i>Lots < 5,000 SF</i>							
Front	N/A	5	5	0	5	5	5
Side [2]	N/A	3.5	3.5	0	3.5	3.5	3.5
Street Side	N/A	5	5	5	5	5	5
Rear	N/A	5	5	5	5	5	5
<i>Lots ≥ 5,000 SF</i>							
Front	7	7	7	0	15	7	7
Side [2]	7	7	5	0	10	7	7
Street Side	7	7	7	5	15	7	7
Rear	5	5	5	5	5	5	5
Building Height, Max. FT	30	35	35	45	35	35	30 FT

Notes:

[1] See Section 15-2-50(b).

[3] Side setbacks shall only apply to the perimeter of a single-unit attached structure and not to individual townhouse/rowhouse lots.

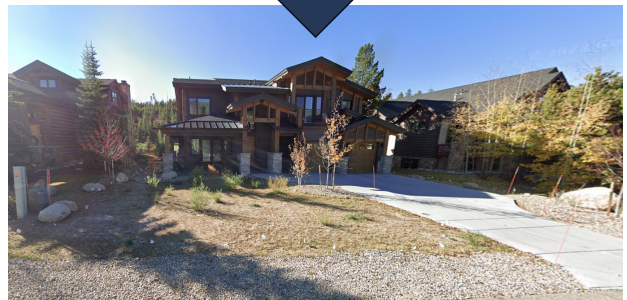


LET'S TALK HOUSING

THE COMPASS MASTER PLAN SAYS...

The Town and most community members have expressed the desire to **prevent large single- family homes** (i.e., a maximum footprint and maximum lot size).

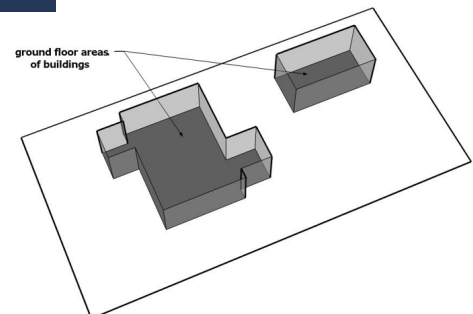
The project team has explored a variety of approaches to limiting the size of single-unit dwellings including total square footage limitations and maximum floor area ratio (included in the draft currently on the project website). Based on discussion with the staff, Stakeholder Group, and community members, the project team is moving away from floor area ratio and focusing on establishing a maximum building footprint limitation for single-unit dwellings and duplex structures.



MAXIMUM BUILDING FOOTPRINT

Building Footprint: The total gross area of the ground level footprint of a building measured to the exterior faces of the building, including any enclosed projection as well as porches, decks, and balconies (includes accessory structures).

The image below describes the existing building footprints of single-unit dwellings on an existing block in Silverton.



The project team is considering setting the maximum building footprint for single-unit detached and duplex dwellings in the R-1 district at 3,000 square feet. The photo on the right displays an existing example of a single-unit dwelling with a 3,000 square foot building footprint for reference.



Is 3,000 square feet the appropriate maximum building footprint limitation for single-unit and duplex dwellings in the R-1 district?



LET'S TALK HOUSING

HOUSING TYPES

SINGLE-UNIT



DUPLEX



3 OR 4- PLEX



ATTACHED



MULTI-UNIT



LIVE-WORK



COTTAGE COURT



TINY HOME PARK



ADU



WE WANT TO HEAR FROM YOU!

- Is establishing a maximum lot size of 10,000 square feet in the R-1 district sufficient to achieving the Compass Master Plan goal to “prevent large single family homes”?
- What are your concerns, if any, with allowing duplexes in the R-1 (current R-1 and R-1A) district?
- What feedback do you have about the proposed residential use allowances throughout Town?

TAKE THE LAND USE CODE SURVEY!





LET'S TALK HISTORIC PRESERVATION

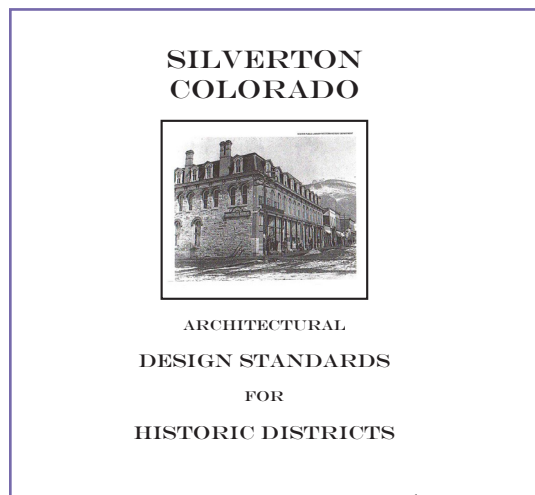
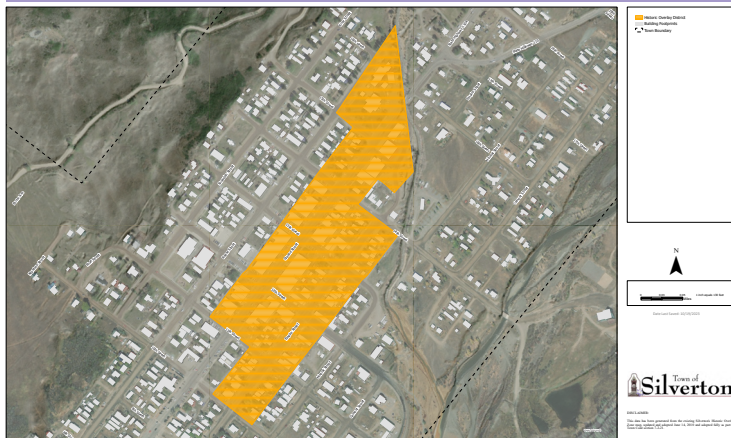
CERTIFIED LOCAL GOVERNMENT PROGRAM

What is a Certified Local Government (CLG)? Certified Local Governments are counties or municipalities that have been endorsed by the State Historic Preservation Office (History Colorado) and the National Park Service to participate in the national preservation program while maintaining standards consistent with the National Historic Preservation Act and the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

What are the benefits?

- Access to grant funds available only to CLGs
- Technical support from the State Historic Preservation Office (SHPO) and the National Park Service
- Access to training opportunities and informational resources
- Local designation qualifies property owners for the 20 percent State Historic Preservation Tax Credit and provides access to the State Historical Fund preservation grant program

Silverton's Historic Overlay Zone



How does the Land Use Code address historic preservation and CLG requirements?

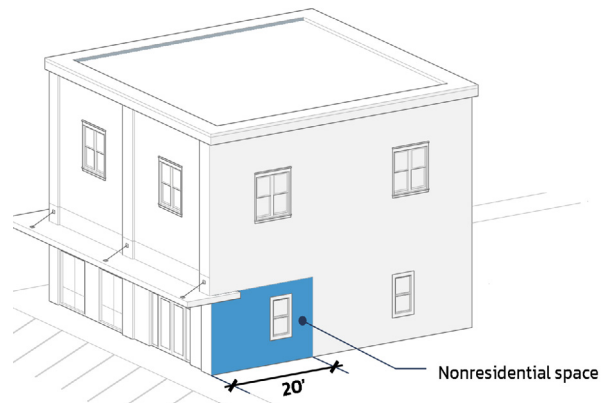
CURRENT CODE	PROPOSED CODE
Historic District Overlay	<ul style="list-style-type: none"> • Boundaries remain the same • New procedure to add/remove properties • Will be the Town's local historic register • Minor review = administrative decision • Major review = HRC decision
Architectural Overlay District	Removed and replaced with design standards for Greene Street, excluding the area within the Historic District Overlay
Historic Review Committee	Minor modifications for clarity and consistency
Builder's Handbook	Replaced with the Secretary of the Interior's Standards for the Treatment of Historic Properties
General	<ul style="list-style-type: none"> • Minor review = administrative decision • Major review = HRC decision



LET'S TALK HISTORIC PRESERVATION

HISTORIC DISTRICT OVERLAY STANDARDS

- **Compliance with Secretary of the Interior's Standards for Rehabilitation**
- **Preapplication Meeting with Building Official**
- **Mixed-Use Required**
 - Carried forward mixed-use requirement, but clarified that residential uses can be in the rear of the building and defined active principal nonresidential use: "land use that tends to have or encourage interaction between the use and pedestrians on a street, including entering and exiting the use, and viewing activity and/or merchandise inside the use from a street."
- **Build-to Line (Distance from Property Line)**
- **Façade Treatments**
 - Increased façade articulation requirement from 25 feet to 50 feet
- **Architectural Projections**
- **Blank Walls**
 - Changed blank wall prohibitions language from "where publicly viewable and compliant with adopted building codes" to "on any street frontage" for clarity
- **Architectural Elements**
 - Changed language related to architectural details from "elements that should be consistent" to "elements that may be reviewed to establish consistency"
- **Entries, Windows, and Screening**
 - Added requirement that entries be design to protect from falling snow
 - Added ability for Town Administrator or HRC to approve alternative design for first floor entry and window requirements



***See Sections 15-2-80(a), 15-8-40(d) and 15-8-40(e) of the Full Draft to read the full Historic District Overlay regulations and procedures.**

NEXT STEPS...

After the Town has successfully obtained the CLG certification, the Town will explore using funds available through the program to perform a Historic Resources Survey in which a trained profession systematically identifies, records, and evaluates historic properties to determine periods of significance and associated architectural styles.



SUMMARY OF KEY LUC UPDATES

ARTICLE 1: GENERAL PROVISIONS

- Clarifies the purpose and applicability of the Code
- Establishes how Code provisions relate to other state and federal laws and private agreements
- Establishes how prior approvals, violations, and pending applications are processed by the new Code

ARTICLE 2: ZONING DISTRICTS

- Carried forward P district
- Consolidated 2 districts (R-1 and R-1A) based on similar dimensional standards and use restrictions
- One new zoning district intended to be applied to zoning map to better support goals of Compass Master Plan
- Renamed other 4 districts to better reflect intent of district
- Decreased minimum lot area for current R-1, R-1A and R-2 and removed minimum lot area requirements for all other districts
- Decreased minimum front and side setbacks for lots less than 5,000 square feet
- Increased building height by 5 feet in all districts except the current R-1 and R-1A
- NOTE: the maximum floor area ratio proposed in the Full Draft will be replaced by a maximum building footprint in the Adoption Draft


ARTICLE 3: USE STANDARDS

- Organized all uses into one table
- Introduced and/or defined new residential uses: single-unit attached (townhome), duplex, triplex or fourplex, cottage court, live/work and manufactured or tiny home park
- Defined "Seasonal Recreational Vehicle Occupancy" and relocated standards from Chapter 7 of the Municipal Code that allow
 - Maintained qualified employee requirement (30 hours/week or 4 days a week)
 - Clarified recreational vehicles allowed on a vacant lot, but limited to three on one lot
- Consolidated similar use types: governmental and public facilities, community center, recreation and entertainment indoor/outdoor, and retail sales.
- Introduced new commercial and industrial uses: animal services, commercial greenhouse or nursery, artisan industrial, and recycling facilities.
- Introduced new accessory uses and associated standards: cottage industry, electric vehicle charging station, outdoor commercial/residential storage, propane tanks, and solar energy systems.
- Introduced temporary uses and associated standards: farmstand, farmers market, food truck, portable storage unit, portable waste trailers, temporary event or sales, and temporary outdoor dining

(f) MU-1: Neighborhood Mixed-Use

(i) Purpose

This district is designed to accommodate a mix of housing types with a limited number of retail, office, creative spaces, and other commercial uses. It is intended for application in some areas identified as neighborhood mixed-use in the Master Plan including those transitional areas between downtown Silverton and the commercial zoning districts.



(2) Dimensional Standards


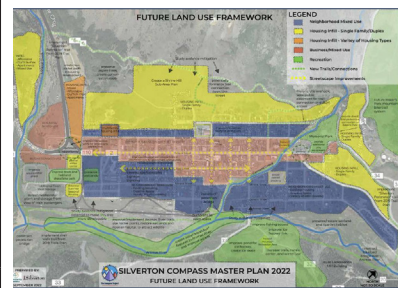


Table 15-2-6: MU-1 Lot and Building Standards

Lot Standards		Building Standards	
Lot Area (Min. SF)		Building Height (Max. FT)	
Lot Width (Min. FT)			
Building Setbacks			
A	Front		
B	Side		
C	Street Side		
D	Rear		



Use Table

U = Permitted | S = Special Use

Current Zoning Districts	R-1	R-1A	R-2	New	MU-1	MU-2	B-P	C-1	C-2	E-D
Proposed Zoning Districts	R-1	R-1A	R-2	MU-1	MU-2	C-1	C-2	E-D		
Residential										
Household Living										
Dwelling, Single-Unit Detached	P	P	P							
Dwelling, Single-Unit Attached (Townhome)	P	P	P							
Dwelling, Duplex	P	P	P							
Dwelling, Triplex or Fourplex			P	P	P					
Dwelling, Cottage Court			P	P						





SUMMARY OF KEY LUC UPDATES

ARTICLE 4: SUBDIVISION DESIGN AND IMPROVEMENT

- Clarified that standards apply to all new subdivision of land and includes design standards for: lots and blocks, streets, and utility easements
 - Required improvements include:
 - Water and Sewer Service Extensions
 - Storm Drainage System
 - Sanitary Sewerage System
 - Potable Water System
 - Fire Hydrants, Utilities, Street Lights
 - Railroad Signals, Arterial Roads, Street Improvements
- Decreased maximum block length from 1,500 feet to 600 feet
- Clarified permit requirements from County and CDOT for certain road access
- Replaced 10% public land dedication requirement based on value of gross land with simpler provision of land

ARTICLE 5: ENVIRONMENTALLY SENSITIVE LANDS

- Replace overlay districts with sets of standards and criteria to be met when development is proposed within hazard areas
- Establish separate procedures and applications for development impacted by hazards
- Keep hazard maps available for general reference
- **Avalanche Hazard**
 - Updated approach based on peer communities and best practices
 - Carrying forward current maps based on February 1998 study
 - High Hazard Red Zone = no new permanent residential or nonresidential occupied structures
 - Moderate Hazard Blue Zone:
 - Minor Avalanche Development Permit- single-unit dwellings, ADUs, parks and open space, accessory buildings, minor utilities, seasonal development, outdoor recreation
 - Major Avalanche Development Permit – all other structures including avalanche control structures
- **Flood Hazard**
 - Reorganized standards for user-friendliness
 - Aligned requirements with best practices
 - Flood hazard area separated into: Floodway and Flood Fringe
 - Flood hazard development permit required (administrative decision)
- **Slope Hazard**
 - Expanded and improved current standards
 - Applies to any development/subdivision on lots with an average slope of 25% or greater
 - Slopes 25-30%: engineering study required, building location limitations, erosion/grading standards, and street standards
 - Slopes > 30%: no new lots/development
 - Slope hazard development permit required (administrative review)
- **Geologic Hazard**
 - Includes landslide areas, rockfall areas, unstable slopes, etc.
 - Two-tier review process
 - Evaluation letter to determine if hazards exist, then mitigation study
- **Wildfire Hazard**
 - Study required for all subdivision/development in High Intensity wildfire risk excluding applications for single-unit dwellings. Single-unit dwellings shall follow Firewise planting techniques and materials to the maximum extent practicable.
 - Referred and reviewed by Colorado State Forest Service



SUMMARY OF KEY LUC UPDATES

ARTICLE 6: SITE DEVELOPMENT STANDARDS

- **Mobility, Connectivity, and Parking**
 - Established minimum sidewalk and pedestrian walkway system requirements
 - Introduced basic vehicle off-street parking design standards including size of spaces and surfacing requirements
 - New minimum bicycle parking requirements for multi-unit (5+ units) dwellings and short- and long-term bicycle parking design standards
- **Landscaping and Screening**
 - Introduced state-required language related to the prohibition of nonfunctional turf, artificial turf, or invasive plant species beginning in 2026.
 - Incorporated roof-mounted mechanical and utility equipment screening requirement
 - Clarified the maximum fence height at six feet
- **Site and Building Design Standards**
 - Changed the approach to site and building design standards to follow a “tiered” standard
 - Townwide
 - Historic District
 - Greene Street (replacing AROD)
 - **Townwide Design Standards**
 - Design Intent: Addition of the Design Intent statement a result of discussions with the Historic Review Committee about balancing adding excessive regulations with recognizing that the whole Town is recognized as a Historic Landmark. It is intended to be guidance, not requirements.
 - Roofs, Eaves, and Parapets
 - Climatic Conditions
 - Reflective Materials Prohibited
 - On-Site Snow Shedding and Storage
 - Refuse Containers
 - Mechanical
 - Residential Accessory Storage
 - Small Lot Development: New bulk plane limitation for small lots (< 5,000 square feet) Limits the building envelope in order to prevent infill structures that are inconsistent with the neighboring properties
 - **Greene Street (former AROD)**
 - Applies to all lots adjacent to Greene Street outside of the Historic District
 - Building orientation – primary entrance must face street
 - Building mass and form
 - Building materials – complement historic character
 - Roof form – residential structures require 8:12 pitch
 - Staff would be responsible for reviewing the design standards, but Code includes an option for staff to refer applications to the Historic Review Committee





SUMMARY OF KEY LUC UPDATES

ARTICLE 6: SITE DEVELOPMENT STANDARDS

- **Outdoor Lighting**
 - Drafted to comply with the minimum requirements for designation by DarkSky International, not just to be dark sky friendly
 - Requires fully shielded fixtures, restricts light spill, limits the temperature of lights (Kelvin), and establishes a lumen per acre limit
 - Regulates specialized outdoor lighting and includes some exemptions
 - Requires compliance of ALL outdoor lighting within 10 years
 - Requires lighting plan submission by a professional so staff can review compliance

ARTICLE 7: SIGNS

- Updated to address federal requirements related to content-neutrality
- Clarified measurements for building frontage, sign area, and freestanding sign height
- Consolidated all temporary sign regulations
- In Mixed-Use, Commercial and Public Districts, total sign area simplified to be 1.25 square feet per lineal foot of building frontage (tenant space for multi-tenant buildings)

ARTICLE 8: ADMINISTRATION AND PROCEDURES

- Consolidated and completed information about review and decision-making bodies: San Juan Regional Planning Commission, Board of Adjustment, and Historic Review Committee
- Added a summary table of all procedures, pre-application meeting requirements, notice requirement, and final decision-making body
- Continues with common review procedures that streamline all application types
- Any exceptions to the common procedures are listed in the specific procedure
- Moved many procedures to be decided administratively to simplify the process for all with public hearings required for more complex procedures where public process is important like subdivisions, variances, and rezonings

ARTICLE 9: NONCONFORMITIES

New regulations applicable to all nonconformities:

- *Nonconforming status* – use, lot, structure, or site feature in existence and lawfully constructed/operating when Code standards changed or annexation
- *Authority to continue*
- *Ordinary repair and maintenance* – minor repairs that do not increase nonconformity allowed
- *Discontinuance, abandonment and destruction* – determines at what point a nonconformity must be brought into compliance with current Code

ARTICLE 10: ENFORCEMENT AND PENALTIES

- New Article to describe how the Town enforces Code regulations, what is considered a violation, and the penalties/remedies available for the violation
- Includes the Building and Property Appearance and Maintenance section that prohibits buildings in all districts from being boarded up with flexibility for temporary winter protection

ARTICLE 11: DEFINITIONS AND MEASUREMENTS

- Clarified measurements for building footprint, height, lot area, lot coverage, lot width, and clear vision triangle
- Confirmed all use terms have a clear definition
- Aligned terminology and definition with other Town documents and policies (e.g., public works and housing)

October 14, 2024

**SILVERTON HOUSING AUTHORITY
MEETING PACKET**



AGENDA MEMO

SUBJECT: Letter of Intent to Apply: CO Division of Housing Prop 123 12/2/2024 Application
MEETING DATE: **10/14/2024**
STAFF CONTACT: Anne Chase

Overview:

The Silverton Housing Authority released an RFP for the Anvil Townhome Development March 12th – April 16th, 2024. The SHA Board awarded the RFP to Tributary Development's predecessor on June 10, 2024, via a predevelopment agreement, which expired on 10/1/2024. Tributary Development has presented a new predevelopment agreement to continue determining the financial feasibility of the Townhome project, attached below.

Town of Silverton opted-in to Proposition 123 by committing to build 10 new units under 100% AMI by end of year 2026. Three units under 100% have been built-to-date through SJDA's Anvil Single Family project. The Townhome project currently is poised to build 8 units at/below 100% AMI, which will bring our new unit count to 11 for our Prop 123 commitment.

Staff is working on an application to the CO Division of Housing's Proposition 123 Homeownership funding which is due December 2nd. Letter of Intent (LOI) is due October 18th. Staff has been working closely with the development team to prepare a preliminary budget outlined in the LOI.

The current unit mix, subject to change, is:

Unit Type	AMI Restriction	Number of Units
2 Bed 2 Bath	80%	3
2 Bed 2 Bath	100%	3
3 Bed 2 Bath	100%	2
3 Bed 2 Bath (+ garage)	140%	1

A public Silverton Housing Authority meeting will be duly noticed and held November 11, 2024, to discuss the Anvil Townhome Project in depth.

Project Updates:

- Updated survey of lots 15, 16, and 17 (project sites) underway.
- Board of County Commissioners approved a funding request from SHA for \$6,875.00 for geotechnical analysis of the project sites on 10/9/2024.
- Application submitted to the Colorado Department of Health and Environment for a new Phase I assessment (DOH Application requirement).

Upcoming Project Issues for Board Consideration:

- Fee waivers.
- Construction deposit.
- A variance request from the BOT for dimensional standards.

Motions and Directions:

1. Direction to submit a Letter of Intent for the December 2, 2024, Colorado Division of Housing Proposition 123 Homeownership Grant.
2. Motion to approve entering a Predevelopment Agreement with Tributary Development LLC.
3. Motion to grant signatory authority to the Silverton Housing Authority Director, Anne Chase.



Anne Chase
Executive Director
achase@silverton.co.us

10/14/2024

Anne Chase, Director
THE HOUSING AUTHORITY OF THE TOWN OF SILVERTON
1360 Greene Street
Silverton, CO 81433

RE: Anvil Walsh Townhomes – San Juan County

To Shirley Diaz,

The Silverton Housing Authority plans to submit an application for DOH funding on December 2, 2024, in the amount of \$616,000 for the Anvil Walsh Townhome Project. The Anvil Walsh Townhomes will consist of 8 units serving households at 80% AMI and 100% AMI. Below is a preliminary sources and uses:

Sources	Amount
Sale Proceeds	\$2,840,800
December 2 nd Prop 123	\$616,000
Colorado Health Foundation	\$450,000
Land Donation - San Juan County	\$300,000
Fee Waiver – Town of Silverton	\$156,934
SMPA Rebate	\$9,000
Construction Loan	\$2,823,314
TOTAL	\$4,372,734

Uses	Amount
Acquisition Costs	\$300,000
Site Improvements	\$100,000
Construction	\$3,108,488
Professional Fees	\$55,00
Construction Finance	\$175,000
Soft Costs	\$200,746
Developer Fee / Profit	\$210,000
Reserves	\$150,000
Seller Closing Costs	\$73,500
TOTAL	\$4,372,734

We look forward to discussing this project with you.

Sincerely,

Anne Chase
Director
Silverton Housing Authority

Dayna Kranker
Chair
Silverton Housing Authority

PRE-DEVELOPMENT AGREEMENT

Anvil Townhome Development

This Pre-Development Agreement (“Agreement”), dated October 14, 2024 (“Effective Date”), is between the SILVERTON HOUSING AUTHORITY, a Colorado housing authority (“SHA”); and TRIBUTARY DEVELOPMENT LLC, a Colorado limited liability company (“Developer”).

The SHA intends to develop the real property described in Exhibit A (“Property”). The Silverton Housing Authority (“SHA”) issued a request for proposals dated March 12, 2024 (“RFP”) seeking an experienced developer to develop the Property into workforce housing (“Project”). The Developer’s predecessor entity responded to the RFP, and SHA selected the Developer’s predecessor entity response as the most responsive proposal.

The SHA and Developer desire to work collaboratively to determine the financial viability of the Project.

The parties therefore agree as follows:

1. Financing. The SHA and Developer shall work collaboratively to identify potential funding sources for the Project, including traditional debt financing for construction, concessionary debt, equity investment, down payment assistance programs, and state grants and loans. The Developer shall prepare all applications and negotiate term sheets and commitment letters with potential funders. The Town shall cooperate with the Developer by reviewing applications, providing letters of support, and participating in initial discussions with potential funders. The Developer will determine the financial viability of the Project.

2. Plans. The Developer shall prepare preliminary plans, studies, and drawings for the Project to share with potential funders. The SHA shall review the Developer’s preliminary plans, studies, and drawings to verify general compliance with the Town’s code and RFP.

3. Development Agreement. If the Developer determines the Project is financially viable, the Developer and the SHA shall negotiate a development agreement, affordability covenants, and other agreements to ensure the financial viability of the Project and the Project’s compliance with the RFP.

4. Term. This Agreement will commence on the Effective Date and terminate upon the earlier of execution of the Development Agreement, or January 31, 2025. This Agreement may be extended on a monthly basis, subject to the mutual agreement of the parties.

5. Miscellaneous.

- a. Contingency; No Debt. Pursuant to Article X, Section 20 of the Colorado Constitution, any financial obligations of the Town under this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligations. This Agreement does not constitute a debt or obligation of the Town within any statutory or constitutional provision.

- b. Governmental Immunity. This Agreement does not waive any protections or immunities the Town and its officials, representatives, and agents under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*.
- c. No Joint Venture or Partnership. No form of joint venture or partnership exists between the parties by virtue of this Agreement.
- d. Exclusivity. As consideration for the costs that the Developer will likely incur to determine the financial viability of the Project, during the term of this Agreement, the Town shall not solicit, offer, or negotiate the Project with another developer.
- e. Assignment. Neither party may assign this Agreement nor any of its rights, interests, or obligations under this Agreement without the written consent of the other party.

(signature page follows)

The parties have executed this Agreement as of the Effective Date.

SILVERTON HOUSING AUTHORITY

_____,
Dayna Kranker, Chair

ATTEST:

Melina Marks Lanis, Town Clerk

TRIBUTARY DEVELOPMENT LLC

By: _____
Bleecker Seaman
Authorized Signatory



RESOLUTION NO. 2024-02

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE TOWN OF
SILVERTON OF DELEGATION OF SIGNATORY AUTHORITY**

WHEREAS, the Silverton Housing Authority is pursuing the Anvil Townhomes project to increase the supply of quality, affordable housing homeownership units; and

WHEREAS, there is a need for financial subsidies to decrease the price of construction of units to be affordable for the intended Area Median Income levels of the development;

WHEREAS, the Silverton Housing Authority is an eligible entity to apply for the Colorado Department of Local Affairs Division of Housing's funding opportunities;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE
HOUSING AUTHORITY OF THE TOWN OF SILVERTON, SILVERTON,
COLORADO THAT:**

Section 1: The Board of the Silverton Housing Authority does hereby certify that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the Silverton Housing Authority with the Colorado Department of Local Affairs and its Divisions:

Anne Chase

Name of Authorized Signor

Director

Title

Signature

Section 3: If applicable, this statement certifies and hereafter delegates Anne Chase, an agent of the Silverton Housing Authority for the purpose of authorizing and signing Payment Requests, Quarterly Financial Status Reports, Quarterly Project Performance Reports, and Monitoring Documents.

THIS RESOLUTION was approved and adopted this _____ day of October 2024 by the Board of the Housing Authority of the Town of Silverton, Colorado.

SILVERTON HOUSING AUTHORITY

Dayna Kranker, Mayor (SHA Chair)

ATTEST:

Melina Marks Lanis, Town Clerk

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

30 September 2024

Silverton Housing Authority
1360 Greene Street
Silverton, CO

Attention: Ms. Anne Chase, Director

PN: 24056

Subject: Proposal for a
Geotechnical Engineering Study for
Affordable Housing Project
Lot 15, 16 and 17 Anvil Subdivision
Silverton, Colorado

Ms. Chase:

Thank you for your interest in obtaining our services. This letter is in response to your request for our proposal during our recent conversation.

On behalf of Lambert and Associates I am pleased to present our proposal for the geotechnical engineering study outlined below for the subject project site.

The scope of services outlined is based on our understanding of the project, your request for our proposal, and on our experience with similar studies. The proposal details the scope of services we recommend and sets forth our fees for implementing the scope.

This proposal is for a geotechnical engineering field and laboratory study and analysis of the information obtained and preparation of our report. Our proposed work scope does not include assessing the stability of the site slope. We anticipate that this was performed during the initial subdivision geologic hazard study. Additional services are available for consultation with you and your design team. The scope of our services and associated fees are submitted with this proposal.

We understand that the proposed project will consist of planning, designing and constructing a three unit townhome structure, a four unit townhome structure, a single family residential structure and an ADU structure at the subject site.

Our services will consist of a geotechnical engineering field and laboratory study of the subsoil and foundation support conditions at the proposed structure site to provide

geotechnical engineering assessment, suggestions and recommendations. Our services to be provided are outlined below.

- The field study will consist of observing, describing, and sampling the soil materials encountered in about four (4) or five (5) small diameter continuous flight auger test borings in the structure site areas.
- We anticipate that the test borings will be advanced to depths about of about fifteen (15) to twenty (20) feet or auger refusal whichever occurs shallower.
- We plan to use a truck mounted continuous flight auger drill rig to advance the test borings.
- The soil materials encountered in the test borings will be observed and described on test boring logs during the field study. During the field study samples of some of the soil materials encountered will be retrieved for subsequent laboratory study. Based on the data obtained logs of the test borings will be prepared.
- The laboratory study will consist of tests to help assess the soil strength potential and tests to help assess swell and consolidation potential of the materials sampled where appropriate. A sample can be tested for sulfate chemicals which may be potentially corrosive to concrete.

Based on our prior experience, general knowledge of the proposed site and industry standards, we anticipate that the laboratory study will include the following:

- . a direct shear test to measure soil strength design parameters, cohesion and internal angle of friction for use in calculating geotechnical engineering design values,
- . Four (4) or five (5) swell tests to measure the soil sample expansion potential when wetted,
- . Four (4) or five (5) consolidation tests to measure the soil sample settlement potential when loaded,
- . several moisture content and dry density determinations on the tested samples, and
- . a chemical test to measure the soil sample sulfate concentration pH and electrical conductivity.

- Upon completion of the field and laboratory work the results will be analyzed and a geotechnical engineering report will be prepared. Our report will present geotechnical engineering suggestions and recommendations for the foundation design of the proposed structure for the conditions encountered including the following:
 - . Viable foundation types, such as conventional spread footings, driven piles, drilled piers, and mat foundations, for the conditions encountered, if appropriate,
 - . Allowable bearing pressures for design purposes for the proposed foundation types,
 - . Potential settlement for the conditions encountered,
 - . Swelling soil characteristics and geotechnical engineering accommodation for the swell phenomena,
 - . Concrete slab-on-grade geotechnical engineering comments, suggestions and recommendations for construction and design, if needed,
 - . Lateral earth pressure recommendations for design and construction of laterally loaded walls supporting soil, if requested,
 - . Soil sulfate influence on Portland Cement Concrete, if requested,
 - . Site seismicity in accordance to International Building Code, 2009 Edition, based on the site soil profile, if needed,
 - . Ground water elevation encountered and any special considerations, and
 - . Comments, suggestions and recommendations for placement of compacted fill material, if appropriate.
- Our suggestions and recommendations will be based on the subsoil and ground water conditions encountered and on our experience with similar soil conditions.
- The data generated during our field and laboratory studies will also be presented in our geotechnical engineering report.
- Our study will not address environmental or geologic hazard issues.

Our scope of work does not include the design of foundation members. We provide the geotechnical engineering design parameters to be used to design the structure foundation members. The design of the foundation members for the structure should be a design process that includes the characteristics of the structure and the response of the site soil materials to the structure. The characteristics of the structure that will influence the design of the foundation members will include: the type of construction, the construction materials,

the height, span and configuration of the structure, the snow load and the wind load on the structure, other naturally imposed loads on the structure, internal loads associated with the structure use and occasionally the construction sequence. It is our opinion that the relationship between the soil, foundation members and the structure should be addressed by an architect or an engineer specializing in structural engineering.

We are available to proceed with the scope of services outlined upon your authorization, upon site access and upon availability of our drill rig. We anticipate about two (2) to four (4) weeks advance notice to schedule the field crew. The field study will take approximately one (1) day to complete.

We can discuss our findings and recommendations with you and your design team prior to completion of our written report to enable you and your other consultants to continue with the design. The report will be issued approximately four (4) to six (6) weeks after the field study.

The typical fee for our services outlined above is \$ 8,625.00 for the geotechnical engineering study.

We will donate \$1,750.00 of our fees back to the project for a net fee of \$ 6,875.00.

This fee includes drill rig service fees to advance the test borings. The fee includes laboratory tests, geotechnical engineering analysis, preparation, and submittal of our report. This fee does not include additional costs due to site access such as pioneering an access road or utility locates. Our fee includes an electronic report copy. Requested paper copies of our report will be invoiced at \$ 125.00 per copy.

The fee outlined above includes drill rig fees to excavate the small diameter test borings. We use our drill rig for our field study rather than the more invasive back hoe excavated test holes because:

- the test borings obtain deeper information more quickly than a backhoe excavation and can be extended much deeper more easily,

- the small diameter test borings leave less on site residual after completion of our field study, and
- the test borings do not leave a large hole full of loose deposited of soil which will influence later site development.

We will make every reasonable effort to access your project site. Site and weather conditions may create difficult access characteristics. Fees associated with extracting our equipment are not included with this proposal.

We will store all soil samples not tested for fifteen (15) days after submittal of our report. Further storage of the samples can be made at your request; however, there may be additional costs involved. All of our data and reports shall remain the property of Lambert and Associates.

Additional available services which will be offered will consist of consultation with the project engineer and architect during the project design and a review of the geotechnical engineering aspects of the plans and specifications. The plan and specification review will be to assess interpretation and implementation of the geotechnical engineering suggestions and recommendations provided in our report from the study for the project. We recommend that you budget for additional consultation and review.

Lambert and Associates proposes to be the project geotechnical engineer during the construction phases as construction monitoring is a vital part of our contribution to the project. We are in the best position to provide effective construction monitoring, observing, and testing of the geotechnical engineering aspects of the project. We propose to provide services to you during the site grading and excavation, and foundation phases of construction to observe implementation of the geotechnical engineering aspects of the design concepts and of our recommendations. Our construction phase services will also allow for expeditious and appropriate design changes in the event that subsurface or construction conditions differ from those anticipated prior to the start of construction.

If your project requires material testing services during construction we will provide our material testing services for you for this project at a five (5) percent reduction off of our most current fee schedule.

Payment for our work is due upon presentation of our invoice. Accounts not paid within thirty (30) days will be charged an additional 2.0 percent per month. The client agrees to

pay any reasonable costs and attorney fees incurred by us in collections of amounts due us.

Lambert and Associates will perform our services for this project with the degree of care and skill that is typically exercised by professional geotechnical engineers practicing in Montrose and San Juan Counties, Colorado.

No warranty or representation either expressed or implied is included or intended in our proposal, contract or report. Lambert and Associates contract responsibility is limited solely to the scope of services to be performed by Lambert and Associates as expressly set forth in this contract and shall have no liability of any kind to the client or to any construction contractor or subcontractor or any other person which are not within the scope of services to be performed by Lambert and Associates. The statute of limitations applicable to claims arising out of this contract will start upon submittal of our report or the last day of our services. The Client agrees that the liability of Lambert and Associates and employees in connection with the services to the client and all persons having contractual relationships resulting from any negligent acts, errors and/or omissions of Lambert and Associates or its employees is limited to the total fees actually paid by the client to Lambert and Associates for services rendered by Lambert and Associates. In the event that you make a claim against us arising from this project and you fail to prove your claim then you shall pay all of our costs and attorney fees incurred in defending ourselves. In the event of litigation the state courts of Colorado will have exclusive jurisdiction and that venue will be in Montrose County.

You should understand that the fees charged by us under this agreement are for the professional services up to and including the appropriate report. You are responsible for submittal of our report to the appropriate government agencies. Additional review process by us after submittal of the initial report will be performed in accordance with our current fee schedule.

Cancellation of this agreement by the client or by us must be in writing. The client agrees to pay for all services and materials provided up to the time of cancellation.

It is your responsibility to provide us with legal and physical site access and adequate designation of all underground structures and utilities prior to our beginning our field work. Legal access includes trespass agreements and appropriate permits and certifications. Physical site access includes access restrictions due to site conditions such as slope

gradient, trees and snow. We will not be liable for damage to subterranean structures. The location of underground structures and utilities should be clearly identified. If the site cannot be adequately located in the field by easily identifiable points, we will require the client to meet our field crew on the site or to provide designation of the site by staking prior to starting the study. The client will provide Lambert and Associates a copy of the site plan prior to commencement of the field work. Our budget estimates were based on field work being performed during normal week day working hours. If this is not convenient for you please contact us.

The Client agrees, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction including with out limitation prosecution of work and the safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Client further agrees to indemnify and hold harmless Lambert and Associates from any and all liability real or alleged in connection with the performance of the work on the project.

We will initiate our work on your project upon receipt of a signed copy of our proposal and a \$ 3,425.00 deposit. A signed copy of our proposal will be needed prior to our starting our field study.

We have attached a copy of a two page publication and a brochure from the Association of Soil and Foundation Engineers which we feel you should read to further your understanding of geotechnical engineering services. Enclosed is a brief synopsis of our background and resumes of some of our key personnel for your review.

This proposal constitutes an offer to perform the services for the fees described. This offer will remain open until 5:00 p.m. on 30 October 2024. If we have not received from you a signed copy of this proposal by the date and time, then this offer will be withdrawn. If it is not fully executed, we reserve the right to modify our proposal in both scope and fee.

If you have any questions or if we can supply additional information please contact us. We are available to discuss scheduling of the field work with you.

Page Eight
30 Sept 2024
PN: 24056

You may submit authorization for us to initiate our work scope to by:

- e-mail (office@lageot.com)

and then mail the signed proposal for confirmation.

Respectfully submitted,
LAMBERT AND ASSOCIATES


Daniel Lambert, P.E.

PROPOSAL NUMBER: 24056

Geotechnical Engineering Study

☒ Yes ☐ No

ACCEPTED BY:


Name:

10/10/2024
Date:

Silverton Housing Authority
Firm:

970-880-0278
Phone:

PO 250, Silverton, CO 81433
Address:

970-387-0295
Fax:

Silverton
City:

achase@silverton.co.us
E-mail:

October 14, 2024
BOARD OF TRUSTEES
REGULAR MEETING PACKET

October 14, 2024

1. Staff and/or Board Revisions to Agenda

This is an opportunity for staff to add, delete or amend items on the agenda as well as an opportunity for the board to revise the agenda as well. Trustees can use this agenda item to pull an item from the consent agenda that they have either need additional information or would like to have a discussion on and put it either in new business or in continued business. Typically, the Town Administrator will make an adjustment to the agenda since managing the agenda is their main responsibility.

October 14, 2024

1. Public Comment—*Comments must be limited to three (3) minutes in duration.*

The opening Public Comment is intended for a citizen to bring up any topic whether it is on the agenda or not. The citizen will be asked to state their name for the record.

The Mayor or Pro Tem will call out the public to comment as well as time the comment and let the public know when they have run out of time.

If a Trustee would like to discuss the comment, they can do so in Trustee Updates. It is not encouraged to engage in a dialogue on a public comment because if a public comment is not related to an agenda item, staff should be directed to either follow up with the citizen outside the meeting or include the topic in the next appropriate agenda (this can be a committee agenda or a board of trustee agenda).

If the comment is related to an agenda item, their comments can be brought up in the discussion of that agenda item.

Comments that are submitted via email about an agenda item will be accepted up until the agenda packet is constructed on noon on Wednesday before the Regular Meeting. Comments that are received after this deadline will be emailed to the trustees and not included in the packet. Comments that are emailed are not considered “official public comment” unless they are presented at the meeting or submitted for a Public Hearing before the Wednesday deadline.

Public Comments specific to a Public Hearing on the agenda should be encouraged to take place during the public hearing and not during the opening Public Comment, so that their comments can be recorded with the hearing.

Opening Public Comment is not addressed in the Silverton Municipal Code.

October 14, 2024

3. Presentations and Proclamations

Presentations can be scheduled with the board on a variety of topics that usually relate to board direction or goals. The Town Administrator schedules these presentations and works with the presenter to keep their presentation in 30 minutes or less including an anticipated questions and answer period with the Trustees.

Proclamations can be used to declare an emergency (SMC 2-7-30) or recognize a community member or organization for their service. Trustees can request a proclamation during the Trustee Updates agenda item.

October 14, 2024

4. New Business

Items that the Board of Trustees have not discussed will appear in this agenda item. If the topic has appeared in a committee prior to the regular meeting, the topic is still considered New Business for the entire board.

Per Silverton Municipal Code [2-2-110\(6\)](#):

New business. The Board of Trustees shall consider any business not heretofore considered, including the introduction or reading of ordinances and resolutions.



AGENDA MEMO

SUBJECT: Resolution 2024-21 Increasing Water and Sewer Rates
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: October 14, 2024

Overview:

Following the Water and Sewer Rate Study presentation by Chris Brandewie on July 26, 2024 during a work session with the Board of Trustees, the Utility Committee recommended implementing an immediate 15% increase to the water and sewer base rates while we work on balancing the water and sewer accounts in their August 14th meeting. The Board of Trustees gave staff direction at the August 26th Regular Meeting to draft a resolution, notice, and set a public hearing for the 15% increase. Staff evaluated the impact of the 15% increase and would like to propose another option that is more in line with the rate study. During the September 9th Regular Meeting, Staff proposed an 11.6% increase to the Water Rates and an 18.4% increase to Sewer Rates. This is outlined in the budget section of this memo.

The Resolution is drafted to increase the base rates and does not include language on overages as a significant number of our meters do not work and while we tried to charge this on our last billing cycle, it was difficult to implement fairly with the meters that are not working only being charged the base rate. The Board of Trustees are scheduled to discuss EQR rates in the October 28th Work Session. I recommend adopting this resolution as worded and addressing the EQR rate discussion at the October 28th meeting. Since winter is nearing, our water usage is typically down during these billing cycles and overages are not as frequent as summer months.

C.R.S. 40-3.5-104 Outlines the following for rate changes:

(1) (a) No change shall be made by any municipal utility in any rate or charge or in any rule, regulation, or contract relating to or affecting any base rate, charge, or service, or in any privilege or facility, except after thirty days' notice to the public. Such notice shall be given by keeping open for public inspection new schedules stating plainly the changes to be made in the schedules then in force and the time when the changes will go into effect. In addition, such notice shall be given by publishing the proposed new schedule, or if that is impractical due to the size or bulk of the proposed new schedule, by publishing a notice of the availability of the proposed new schedule for public inspection, at least once in at least one newspaper of general circulation in the authorized service area at least thirty days and no more than sixty days prior to the date set for public hearing on and adoption of the new schedule.

(b) In addition to the notice provided for in paragraph (a) of this subsection (1), if a municipal utility serves customers who live outside the municipal corporate boundaries, notice of any change in any rate or charge or in any rule, regulation, or contract relating to or affecting any base rate, charge, or service or any change in any privilege or facility shall be given by mailing to such customer notification of any such change.

(2) The notice required by subsection (1) of this section shall also specify the date, time, and place at which the public hearing shall be held by the governing body of the municipal utility to consider the proposed new schedule. The notice shall specify that each municipal utility customer shall have the right to appear, personally or through counsel, at such hearing for the purpose of providing testimony regarding the proposed new schedule. Said public hearing shall be held on the date and time and at the place set forth in the notice; except that the governing body of the municipal utility may adjourn and reconvene said hearing as it deems necessary.

(3) The governing body of the municipal utility, for good cause shown, may allow changes without requiring the thirty days' notice and public hearing by an order specifying the changes to be made, the circumstances necessitating the change without requiring the thirty days' notice and public hearing, the time when the changes shall take effect, and the manner in which the changes shall be published.

Timeline for adoption of Resolution:

Publish Notice in Silverton Standard:	September 12, 2024
Public Hearing:	October 14, 2024
Enacted:	October 14, 2024
1 st Billing Cycle with new rates:	November/ December 2024
1 st Utility Bill with new rates:	January 2025



AGENDA MEMO

SUBJECT: Resolution 2024-21 Increasing Water and Sewer Rates
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: October 14, 2024

Budget:

Base Rates	Current Rate per Billing Cycle (every 2 months)	Increase based on percentage recommended in rate study	Total \$ Increase
Water	\$125.70 *(Includes \$30.21 Capital Improvement)	11.6% Increase to base rate of \$95.49 = \$106.57 + \$30.21 = \$136.78	\$11.08
Sewer	\$81.57 *(Includes \$5.92 Capital Improvement)	18.4% increase to base rate of \$75.65 = \$89.57 + \$5.92 = \$95.48	\$13.92
Landfill	\$43.30	No Change	None
Total	\$250.57	\$275.57	\$25.00

Increased revenue generated in:

Water Fund: 596 accounts x \$11.08 increase x 6 billing cycles = \$39,622

Sewer Fund: 589 accounts x \$13.92 increase x 6 billing cycles = \$49,193

Does not include senior discounts which will be applied.

Master Plan

Improve Existing Infrastructure Strategy A #1 and #2

Building Community Trust and Improving Governance Strategy E #4

Staff Recommendation:

Staff recommendations included in overview section.

Attachments:

- Resolution 2024-21 A Resolution to Amend Water and Sewer Utility Rates and Fees
- Excerpt from Development Standards on EQR rates
- Comments submitted for Public Hearing

Suggested Motion or Direction:

Motion to approve/deny Resolution 2024-21 A Resolution to Amend Water and Sewer Utility Rates and Fees

Staff Direction to not bill overages on Water and Sewer in this next billing cycle as we address EQR rates.



RESOLUTION 2024-21

A RESOLUTION TO AMEND WATER AND SEWER UTILITY RATES AND FEES

WHEREAS, The Board of Trustees for the Town of Silverton, Colorado has the authority and responsibility to set the fees and rates for municipal services to sustain such;

WHEREAS, The Board has determined that utility rates and fees should be adjusted in accordance with the Chris Brandewie P.E. Consulting 2024 Rate Study; and,

WHEREAS, the Board has listened to, communicated with these professional consultants and reviewed these adjusted fees and rates; determining that they are fair and equitable and necessary to the sustained provision of water and sewer services within the community; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILVERTON, COLORADO, that the following fees and rates for the provision of these services in the community are hereby adopted as follows:

- I. Effective October 14, 2024 the Clerk / Treasurer is directed to charge for water service in accordance with the provisions of Section 1-2.2 (A) **Water and Sewer Service Charges, TOWN OF SILVERTON PUBLIC IMPROVEMENT DEVELOPMENT STANDARDS AND SPECIFICATIONS**, at the following rates:
 - a. Water use for all customers shall be charged a fee of one hundred thirty-six and 78/100 dollars (\$136.78) per bi-monthly billing cycle.
- II. Effective October 14, 2024 the Clerk / Treasurer is directed to charge for sewer service in accordance with the provisions of Section 1-2.2 (A) **Water and Sewer Service Charges, TOWN OF SILVERTON PUBLIC IMPROVEMENT DEVELOPMENT STANDARDS AND SPECIFICATIONS**, at the following rates:
 - a. Sewer use for all customers shall be charged a fee of ninety-five and 49/100 dollars (\$95.49) per bi-monthly billing cycle.

THIS RESOLUTION was approved and adopted the 14th of October 2024 by the Board of Trustees of the Town of Silverton, Colorado, USA.

ATTEST:

TOWN OF SILVERTON:

Melina Marks Lanis, Town Clerk

Dayna Kranker, Mayor

Those properties for which water taps were installed during the 1974 repaving of Greene St., but where no tap fee was paid and no service line connection was made at that time, shall be assessed the full water tap plant investment and installation charges being levied at the time of actual connection, when a service line is connected to the tap.

Section I – 2.2 Water and Sewer Service Charges

A. Flat Rate

1. All single family residential dwellings will be billed on a flat rate basis (regardless of whether or not a water meter has been installed on the property). Commercial, industrial, multi-family residential, and other types of customers having no water meter will be billed on a flat rate basis. Commercial and other customers having metered water will be billed on a metered rate basis.
2. The service charge for all water users shall be \$65.51 (2000) per quarter times the applicable EQR (as listed above,) due and payable as provided in section 9-1-12 of the Code of the Town of Silverton.
3. The service charge for all sewer users shall be 102.12% the quarterly water service charge, or 66.39 (2000) per quarter times the applicable EQR, due and payable as provided in Section 9-1-12 of the Code.
4. The rate for customers outside the corporate limits of the Town of Silverton shall be the same as indicated above.
5. Full-year Silverton residents sixty years of age or older who are determined to be retired by the Town Clerk shall be granted a 10% discount on water and sewer service charges for their place of residence, provided they are the property owners and there are no other wage earners in the household.
6. The charge for supplying water to tank trucks, or similar uses, shall be \$10.00 per 1000 gallons or fraction thereof.
7. The charge for dumping septic tank sludge or trailer sanitary tanks shall be \$1.25 per 100 gallons or fraction thereof.
8. There is no charge for turning water service on or off, but we do request 24 hour notice.
9. Over and above the sewer service charges indicated in this section, there may be established in special instances and by action of the Town Board such as additional charges for commercial or industrial wastes of unusual strength or composition that are accepted by the town for treatment and may be determined to be fair and equitable.
10. Nothing in this section or the Town Code shall be construed to prevent any special agreement between the Town and other municipalities, quasi-municipalities, special districts, additions, and development areas outside the Town limits concerning water and sewer facilities or charges provided that the rates established by such agreement shall be no less than one and one-half times the rates for the same class of users within the Town.

B. Metered Rates

1. The water service charge for all customers billed on a metered rate shall be minimum fee of \$65.51 (2000) times the first 25,000 gallons used, or fraction thereof, plus \$1.97 per each additional 1000 gallons used, or fraction thereof, per quarter, due and payable as provided in Section 9-1-12 of the Code of the Town of Silverton.
2. The sewer service charge for all customers billed on a metered rate shall be 102.12% the quarterly water service charge as figured above, due and payable as provided in Section 9-1-12 of the Code.



town water increase, not good

From nicole bellman <powgal@hotmail.com>

Date Sat 10/5/2024 7:08 AM

To Gloria Kaasch-Buerger <gkaasch-buerger@silverton.co.us>

Thank you for reading this email.

I feel the 30% increase in water and sewer is an insane increase! I am a single person household and I do not use my allotted amount of water and sewage as is. This kind of increase, after this same increase only a year or so ago, is too much.

I am AGAINST this proposal and I hope you and the town will consider this to be a bad idea.

Nicole Bellman
Silverton Property Management
silvertonpropertymanagement.com
PO Box 193
Silverton CO 81433
970-759-0943



AGENDA MEMO

SUBJECT: 2025 Budget Draft Narrative
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: October 14, 2024

Overview:

VIEW THE ATTACHED BUDGETS ONLINE: <https://silverton.cleargov.com/>

In the September 23rd Work Session on the 2025 Draft Budget, the Town Administrator was directed to present a balanced budget with revenues matching or exceeding revenues this complies with C.R.S. 29-1-103 (2). The draft 2025 Budget is being presented to the Board of Trustees on October 14th in compliance with C.R.S. 29-1-105 and C.R.S. 29-1-106 (1).

Significant changes since the 9.23 meeting:

Expenditure Reductions:

- Took out Chamber Contract for visitor center \$45,000
- Took out Bobs Johns at visitor center \$9,000
- Reduced Senior Center Budget to not include a pocket park -\$8,000
- Kendall Deck project reduced by \$50,000
- Reduced PW director overlap to 1 month \$20,000
- Reduced Training and Travel Budgets for Staff
- Balanced Refuse Budget with a General Fund Transfer of \$20,000
- Reduced Transfer to Library Fund to expend fund balance by \$20,000

Revenue Increases:

- Increase in Other Revenue to account for the Traffic Impact Fee (This will have its own line item soon)
- Added \$29,000 to revenue for lift chair sponsorship.
- Increased revenue for vacation rentals in anticipation of charging \$100 per fire inspection.

GENERAL FUND:

From the 9.23 Work Session: Additional items that are not included in the first draft that were either included in 2024 or anticipated for 2025*:

Personnel	UPDATED Cost of Living Raises 3% *	28,837
	Parks Lead Position	15,000
	Full-Time Fire and Code Enforcement Officer*	70,000
	Anesi Park Attendant	15,000
Contracted Services	Community Planning Strategies	80,000
	Anesi Bathroom Cleaning Contract	20,000
	SMPA Go Green Program*	10,000
Events	Fireworks (4 th of July and snowscapes)	40,000
	Summer Sounds	11,700
Community	Non-Profit Requests	60,000



AGENDA MEMO

SUBJECT: 2025 Budget Draft Narrative
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: October 14, 2024

	Creative District	30,000
	SJDA	10,000
	ClearGov Budgeting Software with transparency center	10,000
	Transfer to Housing Authority*	50,000
	Silverton Singletrack Society's Bakers Park Project	10,000
Equipment/Capital	Enhancement of current facilities (painting town hall, front steps, gazebo repair)*	100,000
	Vehicle Purchase for Parks and Recreation and Building and Code	40,000
	Opportunity Grant Match*	50,000
	Perimeter Trail Savings	25,000
	Blair Street Grant Match	260,990
	TOTAL	936,527

*Indicates anticipated 2025 expenses that were not budgeted in 2024.

Line items that have not been updated:

- Sheriff's Budget
- Shared Services
- Fire Authority's Budget is estimated based on 9.5.24 Town County Work Session

2025 Increases included in budget:

- Health, Dental, Vision and Life Insurance anticipating a 13.5% increase in 2025
- Financial Administration is up 4.44% due to the increase in revenue.
- Cat Loader #1 in our Caterpillar Leases is on it's last year for a balloon payment of \$60,365 (If we do not trade in for a new Loader)
- Increase in PW admin for the anticipated overlap of PW directors and PTO payout.
- Increase in Legal Services for additional help with Land Use Applications.
- There will be a personnel line item to contract the water and wastewater certified operations in both the water and sewer budgets.
- All facilities are now being charged their disposal fee instead of it being lumped in with refuse cost.

SEWER FUND

- The new sewer fees have been combined with the committed for future capital line item. The fees were calculated by 589 active sewer accounts x 136.78 /billing cycle x 6 billing cycles= \$483,380
- There is an operator line for 2025 has been reduced.
- The updated Administrative fee has been applied.



AGENDA MEMO

SUBJECT: 2025 Budget Draft Narrative
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: October 14, 2024

WATER FUND

- The new water fees have been combined with the committed for future capital line item. The fees were calculated by 593 active water accounts X 136.78/billing cycle x 6 billing cycles = \$486,663
- There is an operator line for 2025 has been reduced.
- There is a pending funding request (up to \$10,000) to help fund a redundant water source at Howardsville that will be presented in a future meeting.
- The updated Administrative fee has been applied.

REFUSE FUND

Actions taken to address sustainability in the fund:

- Implemented EQR rates increasing revenue by \$102,000 for 2025
- Adjusted Admin Fees-they unintentionally increased.
- Separated out town-owned facilities and programs and put them in the specific department/fund. The refuse fund will now charge the general fund, library fund, and molas for their disposal.
- Budgeted for a \$20,000 transfer from the general fund to the Refuse fund to keep the fund in the black.

MOLAS PARK FUND

- This budget is still being developed as we navigate increasing pricing. The only change right now is the refuse fee that was added.

CONSERVATION TRUST FUND

- We have budgeted for the CDOT wetlands project that was approved in 2022. [CLICK HERE](#) for Resolution 2023-03 authorizing the expenditure of \$29,667 from the Conservation Trust Fund.
- There is a pending request for funds (\$7,000) for a design of River Corridor project for a Natural Resource Damages grant application that will be presented at a future meeting.

LIBRARY FUND

- The only changes made to this fund was the inclusion of the refuse.
- A reduced allocation from the General Fund accounts for spending down the library fund ending fund balance.

CEMETERY FUND

- In the past years we have budgeted \$20,000 for a grant match to erect a fence. I did not include the \$20,000 in 2025 budget as we still need to prioritize reforming the cemetery committee and getting a survey, which is the budgeted \$5,000 in 2025.



AGENDA MEMO

SUBJECT: 2025 Budget Draft Narrative
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: October 14, 2024

2026 General Fund Sustainability Plan:

Revenue Generating Ideas:

- Charging for Fire Inspections (included as a \$100 fee for Vacation Rentals in 2025 Draft Budget)
- Increases in Fees (Fee schedule will be presented to finance committee in November)
- Utilizing the Planning Pass-Through Policy for difficult project
- Parking meters (exempt residents with dump tags to only charge visitors)- Staff was not given direction to pursue
- Sponsor a Kendall Lift chair. Purchase a chair and get your name on it—This is included in the 2025 Draft Budget

Next Steps for Budget:

10.28 Work Session on EQRs
11.21 Finance Committee Meeting- Review Fee Schedule
11.25 Regular Meeting- Adopt Fee Schedule
12.9 Regular Meeting -Adoption of 2025 Budget

If additional discussion is needed on items, there are work sessions available on November 12th and 25th before the Regular Meetings. Public Comment on the budget can be taken until it's adoption date in December.

Suggested Direction:

Motion to accept the first Draft of the 2025 Budget [with proposed edits and/or staff direction]

Fund		Description	ACCOUNT ID	FY23 Actual	FY24 Projected	FY25 Budgeted
GENERAL FUND						
	Revenue Source					
	Taxes					
		PROPERTY TAXES	10-31-110000	306,347	422,686	428,724
		SPECIFIC OWNERSHIP TAXES	10-31-120000	27,188	23,041	25,635
		GENERAL SALES TAXES	10-31-300000	1,745,346	1,600,000	1,600,000
		CANNABIS WHOLESALE EXCISE TAX	10-31-310000	0	0	0
		MARIJUANA SALES TAX	10-31-320000	9,961	10,000	66,000
		CIGARETTE TAXES	10-31-420000	2,680	2,056	2,132
		FUEL TAXES	10-31-460000	0	3,000	25,000
		MOLAS SALES TAXES	10-31-480000	0	0	0
		KENDALL SALES TAXES	10-31-490000	0	0	0
		SEVERANCE TAX PAYMENT	10-31-810000	0	2,250	2,250
		FRANCHISE TAX	10-31-820000	37,299	29,353	35,343
		MINERAL LEASE DISTRIBUTION	10-31-830000	0	0	0
		PENALTIES AND INTEREST	10-31-900000	1,986	1,899	1,899
		Total Taxes		2,130,808	2,094,285	2,186,983
		Licenses and Permits				
		LIQUOR LICENSES	10-32-110000	3,956	5,298	4,750
		PROFESSIONAL & OCCUP LICENSES	10-32-160000	12,600	15,000	28,000
		LODGING FEE	10-32-170000	69,582	67,845	73,417
		BUILDING PERMITS - TOWN	10-32-210000	63,238	40,000	50,000
		BUILDING PERMITS - COUNTY	10-32-215000	0	5,632	0
		DINING PERMITS	10-32-250000	0		5,632
		ANIMAL PERMITS	10-32-260000	20	50	50
		MISCELLANEOUS PERMITS	10-32-270000	935	1,085	375
		MARIJUANA LICENSE	10-32-310000	2,000	3,000	3,000
		VACATION RENTAL FEES	10-32-320000	27,625	27,925	30,215
		SPECIAL EVENT PERMIT	10-32-330000	0	0	0
		Total Licenses and Permits		179,956	165,835	195,439
		Charges for Services				
		SKI LIFT DONATION	10-34-000745	0	0	0

			COURT FEES	10-34-110000	0	0	0
			PLANNING REVIEW FEES - TOWN	10-34-130000	1,500	19,872	3,000
			PLANNING REVIEW FEES - COUNTY	10-34-135000	0	0	0
			COPIES & FAXES	10-34-140000	2	20	20
			RECREATION FEES	10-34-700000	0	0	0
			RECREATION FEES	10-34-740000	0	0	0
			KMRA MERCHANDISE	10-34-741000	0	300	300
			KENDALL MTN SKI AREA CONCESS	10-34-741100	86	100	100
			EXPENSE REIMBURSEMENT	10-34-800000	1,497	3,000	3,000
			LIQUIDATED DAMAGES	10-34-801000	0	0	0
			WORK/SERVICES PROVIDED	10-34-810000	3,615	0	0
			WEST SIDE SID REIMBURSEMENT	10-34-811000	0	0	0
			ADMINISTRATIVE FEE	10-34-820000	608,508	670,010	474,105
			Total Charges for Services		615,208	693,302	480,525
			Court Fines and Fees				
			COURT FINES	10-35-110000	4,415	2,000	2,053
			COURT AWARDED RESTITUTION	10-35-120000	0	0	0
			DOG FINES	10-35-130000	0	0	0
			PENALTY ASSESSMENT FEES	10-35-140000	8,160	7,000	11,218
			OJW FEE - TOWN	10-35-150000	0	0	0
			OJW FEE - STATE	10-35-155000	0	0	0
			FORFEITS FROM RETIREMENT	10-35-210000	0	0	0
			Total Court Fines and Fees		12,575	9,000	13,271
			Miscellaneous Revenues				
			INTEREST REVENUE	10-36-100000	5,581	3,500	13,000
			PARKS RENTAL	10-36-200000	0	0	0
			ANESI PARK SHOWERS	10-36-210000	0	2,500	7,000
			MISC RENTS	10-36-300000	0	0	0
			MEMORIAL PARK RENTAL FEE	10-36-301000	1,300	1,500	1,000
			SOFTBALL FIELD RENT	10-36-302000	0	0	0
			KMRA SP. EVENT REVENUE	10-36-303000	825	0	29,000
			KM COMMUNITY CENTER RENT	10-36-304000	25,478	31,670	45,000
			SKI LIFT TICKETS	10-36-305000	61,307	40,000	40,000

			STUDENT SKI LIFT TICKETS	10-36-305500	0	0	0
			TOWN HALL RENT	10-36-306000	1,125	250	0
			VISITORS CENTER RENT	10-36-307000	0	0	0
			JULY 4TH CAMPSITE	10-36-308000	0	0	0
			KMRA SALES TAX COLLECTED	10-36-310000	0	0	0
			CELL TOWER LEASE	10-36-320000	11,169	11,169	11,169
			MOLAS LAKE LEASE	10-36-330000	0	0	0
			TOWN HALL RENT	10-36-340000	0	0	0
			VISITORS CENTER RENT	10-36-350000	0	0	0
			VISITORS CENTER RETAIL	10-36-351000	0	0	0
			SILVERTON CLINIC RENTAL	10-36-360000	0	0	0
			PW EQUIPMENT RENTAL	10-36-365000	0	0	0
			EQUIPMENT RENTAL	10-36-370000	3,305	2,000	5,000
			KENDALL MOUNTAIN CONCESSIONS	10-36-371000	0	0	0
			CHAIR RENTALS	10-36-380000	0	0	0
			SILVERTON TREE ADVISORY BOARD	10-36-400000	0	0	0
			2006 UTILITY BILLING	10-36-400001	0	0	0
			KMRA DONATIONS	10-36-500000	600	950	0
			COLUMBINE PARK RENTAL FEE	10-36-501000	0	395	1,000
			MODULAR RENTAL FEE	10-36-502000	0	0	0
			DOE PRIZE DONATION	10-36-503000	100,000	0	20,000
			CEMETERY DONATIONS	10-36-510000	0	0	0
			STEP BACK IN TIME CONTRIBUTION	10-36-530000	0	0	0
			VITAL STATISTICS FEES	10-36-600000	0	0	0
			SALE OF PROPERTY	10-36-700000	0	0	0
			SPECIAL EVENT REVENUE	10-36-720000	2,635	6,616	8,574
			COPIES & FAXES-LIBRARY	10-37-140000	0	0	0
			EXPENSE REIMBURSEMENT	10-37-800000	0	0	0
			Total Miscellaneous Revenues		213,325	100,550	180,743
			Contributions and Transfers				
			TRANSFERS IN - GENERAL FUND	10-39-100000	0	0	0
			INTERFUND OPER XFER IN - WATER	10-39-110000	0	0	0
			FIRE DEPT CONTRI TO PENSION	10-39-110940	0	0	0
			SALE OF GENERAL FIXED ASSETS	10-39-210000	3,000	0	0

			CIRSA INSURANCE PROCEEDS	10-39-220000	0	0	0
			COMPENSATION FOR LOSS - EQUIP	10-39-221000	0	0	0
			PROCEEDS FROM CAPITAL LEASES	10-39-370000	24,373	41,250	0
			TRANSFER FROM REFUSE FUND	10-39-390000	0	0	20,000
			TRANSFER FROM WATER FUND	10-39-400000	0	0	0
			TRANSFER FROM SEWER FUND	10-39-410000	0	0	0
			TRFR FROM CONSERVATION TRUST	10-39-420000	0	0	0
			TRANSFER FROM BOND/INTEREST	10-39-430000	0	0	0
			Total Contributions and Transfers		27,373	41,250	20,000
			Grants				
			2022 BROWNFIELDS GRANT	10-33-134000	0	20,000	108,000
			GRANT REVENUE	10-33-410000	9,146	71,000	64,500
			2023 SJDA DOLA REDI GRANT	10-33-410001	12,753	75,000	0
			2021 CDOT TAP GRANT	10-33-410002	0	0	0
			DOLA A-0079 KMRA MASTER PLAN	10-33-410003	0	0	0
			DOLA HB21-1271 PROP ACQ/ANNXTN	10-33-410004	0	22,800	0
			DOLA MSOB GRANT (SB21-251)	10-33-410005	0	0	0
			2019 GOCO GRANT KMRA	10-33-410006	2,838	36,103	0
			2023 DOLA CO MAIN ST GRANT	10-33-410007	0		0
			DOLA EIAF CODE REWRITE GRNT	10-33-420000	19,460	33,126	0
			2021 DOLA IHOI GRANT	10-33-430201	516	0	0
			CARRIAGE HOUSE	10-33-430202	0	0	0
			HIGHWAY USERS TAX	10-33-540000	38,813	43,524	37,572
			MOTOR VEHICLE REGISTRATION	10-33-550000	25,079	6,488	4,923
			LOCAL GOVERNMENT GRANTS	10-33-700000	2,000	0	4,500
			SAN JUAN COUNTY CARRIAGE HOUSE	10-33-710000	0	0	0
			SAN JUAN COUNTY ROAD & BRIDGE	10-33-730000	5,196	6,056	5,430
			TOWN/COUNTY SHARED EXPENSES	10-33-740000	124,122	-12,872	0
			SJC SHARED LAW ENFORCEMENT	10-33-741000	0	31,886	0
			SNOWMOBILE CLUB REIMBURSEMENT	10-33-750000	6,375	6,250	8,740
			SAN JUAN COUNTY CEMETERY CONTR	10-33-760000	0	0	0
			SILV PUB SCHOOL - TRACK FUNDS	10-33-800000	0	0	0
			Total Grants		246,298	339,361	233,665

		Other Revenue				
		OTHER REVENUES	10-38-000000	34,546	35,000	75,000
		TO BAL FUND BALANCE UNRESERVED	10-38-100000	0	0	0
		Total Other Revenue		34,546	35,000	75,000
		Total Revenue Source		3,460,090	3,478,583	3,385,626
		Expenditures				
		Town Board				
		Personnel				
		REGULAR EMPLOYEES	10-41110-110	27,635	27,447	27,447
		PAYROLL COSTS	10-41110-200	0	0	0
		SOCIAL SECURITY CONTRIBUTIONS	10-41110-220	2,114	2,607	2,607
		PART-TIME SOC SEC CONTRIBUTION	10-41110-225	0	0	0
		UNEMPLOYMENT INSURANCE	10-41110-250	15	82	82
		WORKERS COMPENSATION	10-41110-260	0	0	0
		BONDING INSURANCE	10-41110-291	0	0	0
		Total Personnel		29,764	30,136	30,136
		Services & Other				
		OTHER PROFESSIONAL	10-41110-330	0	0	0
		LEGAL SERVICES	10-41110-331	0	0	0
		TECHNICAL	10-41110-340	0	0	0
		TRAINING	10-41110-341	42	3,500	3,000
		FILM CONTACT SERVICES	10-41110-342	0	0	0
		INTERGOVERNMENTAL SERVICES	10-41110-343	0	0	0
		TRANSFER STATION LEASE	10-41110-344	0	0	0
		REPAIRS & MAINTENANCE	10-41110-430	0	0	0
		RENTALS - LAND & BUILDINGS	10-41110-441	0	0	0
		REFUND PERFORMANCE FUNDS	10-41110-491	0	0	0
		POSTAGE	10-41110-531	0	0	0
		TELEPHONE	10-41110-532	0	0	0
		ADVERTISING	10-41110-540	0	0	0
		TRAVEL	10-41110-580	32	759	500
		ORGANIZATIONAL DUES	10-41110-590	0	1,156	1,058

			OTHER	10-41110-800	0	0	0
			FIREWORKS	10-41110-801	0	0	0
			COMMUNITY CONTRIBUTIONS	10-41110-802	54,762	58,000	0
			TOURISM PROMO (HIST SOC TKTS)	10-41110-803	0	0	0
			Total Services & Other		54,837	63,415	4,558
			Supplies				
			OFFICE SUPPLIES	10-41110-610	0	0	0
			BOOKS & PERIODICALS	10-41110-640	0	0	0
			Total Supplies		0	0	0
		Total Town Board			84,601	93,551	34,694
		Municipal Judge					
			Personnel				
			REGULAR EMPLOYEES	10-41210-110	8,595	8,977	8,977
			PAYROLL COSTS	10-41210-200	0	0	0
			HEALTH AND LIFE INSURANCE	10-41210-211	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-41210-220	644	615	615
			PART-TIME SOC SEC CONTRIBUTION	10-41210-225	0	0	0
			RETIREMENT CONTRIBUTIONS	10-41210-230	0	0	0
			UNEMPLOYMENT INSURANCE	10-41210-250	1	23	23
			WORKERS COMPENSATION	10-41210-260	0	0	0
			BONDING INSURANCE	10-41210-291	0	0	0
			Total Personnel		9,240	9,615	9,615
			Services & Other				
			OTHER PROFESSIONAL	10-41210-330	0	0	0
			TECHNICAL	10-41210-340	0	0	0
			ORGANIZATIONAL DUES	10-41210-590	0	1,500	0
			Total Services & Other		0	1,500	0
			Supplies				
			OFFICE SUPPLIES	10-41210-610	0	0	0
			BOOKS & PERIODICALS	10-41210-640	0	500	500

			Total Supplies		0	500	500
			Total Municipal Judge		9,240	11,615	10,115
			Town Administrator				
			Personnel				
			REGULAR EMPLOYEES	10-41310-110	105,358	105,930	105,930
			LEAVE OF ABSENCE	10-41310-111	0	0	0
			ADMINISTRATOR / FINANCE DIR	10-41310-112	0	0	0
			DOLA INTERN	10-41310-113	0	0	0
			OVERTIME/PAID COMP TIME	10-41310-130	0	0	0
			PAY FOR PERFORMANCE	10-41310-200	0	0	0
			HEALTH AND LIFE INSURANCE	10-41310-211	10,638	10,662	12,101
			DENTAL INSURANCE	10-41310-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-41310-220	7,215	10,033	10,033
			RETIREMENT CONTRIBUTIONS	10-41310-230	2,961	3,169	3,169
			UNEMPLOYMENT INSURANCE	10-41310-250	55	305	305
			WORKERS COMPENSATION	10-41310-260	0	833	833
			BONDING INSURANCE	10-41310-291	0	0	0
			Total Personnel		126,227	130,932	132,371
			Services & Other				
			PROFESSIONAL - EDUCATIONAL	10-41310-320	0	0	0
			AUDIT	10-41310-321	0	0	0
			ENGINEERING	10-41310-330	0	0	0
			LEGAL SERVICES	10-41310-331	0	0	0
			PROFESSIONAL SERVICES	10-41310-340	10,070	13,000	0
			TRAINING	10-41310-341	1,250	2,936	1,000
			REPAIRS & MAINTENANCE	10-41310-430	0	0	0
			POSTAGE	10-41310-531	0	0	0
			TELEPHONE	10-41310-532	0	0	0
			ADVERTISING	10-41310-540	0	0	0
			PRINTING & BINDING	10-41310-550	0	0	0
			TRAVEL	10-41310-580	368	1,813	0
			ORGANIZATIONAL DUES	10-41310-590	190	500	500

			COVID-19	10-41310-800	0	0	0
			COVID 19 RESPONSE 2020	10-41310-900	0	0	0
			Total Services & Other		11,878	18,249	1,500
			Supplies				
			OFFICE SUPPLIES	10-41310-610	0	0	0
			BOOKS & PERIODICALS	10-41310-640	0	0	0
			Total Supplies		0	0	0
			Capital				
			MACHINERY	10-41310-741	0	0	0
			FURNITURE & FIXTURES	10-41310-743	0	0	0
			Total Capital		0	0	0
			Total Town Administrator		138,105	149,181	133,871
			Partner Organizations				
			Services & Other				
			PARTNERING	10-41330-800	27,264	35,000	0
			SAN JUAN REGIONAL PLAN COMM	10-41330-803	0	500	0
			BOARD OF ADJUSTMENT	10-41330-804	0	0	0
			SAN JUAN AREA AGING COMM	10-41330-805	0	0	0
			SAN JUAN SENIOR CITIZENS	10-41330-806	0	0	0
			SAN JUAN COUNTY 2000	10-41330-807	0	10,000	0
			SAN JUAN RC & DC	10-41330-808	0	0	0
			REGION 9 EDD	10-41330-809	0	1,664	1,664
			SW TRANSPORTATION COMMISSION	10-41330-810	0	0	0
			SW COLO MENTAL HEALTH CENTER	10-41330-811	0	0	0
			SMALL BUSINESS DEVEL. CENTER	10-41330-812	0	0	0
			SAN JUAN AMBULANCE ASSOCIATION	10-41330-813	0	0	0
			REG 9 HAZARDOUS SUBSTANCE BRD	10-41330-814	0	0	0
			SILVERTON TREE ADVISORY BOARD	10-41330-815	0	0	0
			PHILANTHROPY DAYS	10-41330-816	0	0	0
			MOUNTAIN STUDIES INSTITUTE	10-41330-817	0	0	0
			SJ RESOURCE & CONSERVATION	10-41330-818	0	0	0

			COUNTY PLANNING FEE REIMBURSE	10-41330-819	0	0	0
			OJW STATE REIMBURSEMENT	10-41330-820	0	0	0
			SUMMER YOUTH PROGRAM	10-41330-821	0	0	0
			Total Services & Other		27,264	47,164	1,664
			Total Partner Organizations		27,264	47,164	1,664
			Town Clerk/Treasurer				
			Personnel				
			REGULAR EMPLOYEES	10-41350-110	96,577	62,000	62,000
			LEAVE OF ABSENCE	10-41350-111	0	0	0
			DEPUTY CLERK SALARY	10-41350-112	0	44,720	43,680
			CLERK SALARY	10-41350-113	0	0	0
			BOOKKEEPER	10-41350-114	0	0	0
			OVERTIME/PAID COMP TIME	10-41350-130	14	3,000	0
			PAY FOR PERFORMANCE	10-41350-200	0	0	0
			HEALTH AND LIFE INSURANCE	10-41350-211	19,646	23,544	26,722
			DENTAL INSURANCE	10-41350-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-41350-220	7,391	9,938	9,938
			PART-TIME SOC SEC CONTRIBUTION	10-41350-225	0	0	0
			RETIREMENT CONTRIBUTIONS	10-41350-230	2,534	3,138	3,138
			UNEMPLOYMENT INSURANCE	10-41350-250	52	313	313
			WORKERS COMPENSATION	10-41350-260	0	1,666	1,666
			BONDING INSURANCE	10-41350-291	0	0	0
			Total Personnel		126,214	148,319	147,457
			Services & Other				
			AUDIT	10-41350-321	0	0	0
			OTHER PROFESSIONAL	10-41350-330	0	0	0
			LEGAL SERVICES	10-41350-331	0	0	0
			PROFESSIONAL SERVICES- CPA	10-41350-340	62,521	40,000	40,000
			TRAINING	10-41350-341	2,000	2,000	1,000
			REPAIRS & MAINTENANCE	10-41350-430	0	0	0
			POSTAGE	10-41350-531	0	0	0
			TELEPHONE	10-41350-532	0	0	0

			ADVERTISING	10-41350-540	0	0	0
			PRINTING & BINDING	10-41350-550	0	0	0
			TRAVEL	10-41350-580	0	622	500
			ORGANIZATIONAL DUES	10-41350-590	0	200	200
			OTHER	10-41350-800	0	0	0
			Total Services & Other		64,521	42,822	41,700
			Supplies				
			OFFICE SUPPLIES	10-41350-610	0	0	0
			OPERATING SUPPLIES	10-41350-614	0	0	0
			BOOKS & PERIODICALS	10-41350-640	0	0	0
			Total Supplies		0	0	0
			Capital				
			MACHINERY/EQUIPMENT	10-41350-741	0	0	0
			FURNITURE & FIXTURES	10-41350-743	0	0	0
			Total Capital		0	0	0
			Total Town Clerk/Treasurer		190,735	191,141	189,157
		Elections					
			Services & Other				
			TECH - ELECT JUDGES, ETC	10-41400-340	625	900	0
			OTHER PURCHASED SVCS (GRP LVL)	10-41400-500	0	0	0
			POSTAGE	10-41400-531	0	517	0
			ADVERTISING	10-41400-540	0	0	0
			PRINTING & BINDING	10-41400-550	1,254	1,547	0
			TRAVEL & MEALS	10-41400-580	0	0	0
			Total Services & Other		1,879	2,964	0
			Supplies				
			OFFICE SUPPLIES	10-41400-610	0	0	0
			Total Supplies		0	0	0
			Capital				

			FURNITURE & FIXTURES	10-41400-743	0	0	0
			Total Capital		0	0	0
			Total Elections		1,879	2,964	0
			Financial Administration				
			Services & Other				
			SUPPORT AGREEMENT	10-41500-332	6,992	7,000	6,600
			BANK CHARGES	10-41500-340	12,103	11,000	12,200
			DEBT ISSUANCE COSTS	10-41500-349	0	0	0
			REPAIRS & MAINTENANCE	10-41500-430	0	0	0
			CASH OVER/SHORT	10-41500-800	6		0
			IRS UNDERPAYMENT/PENALTIES	10-41500-801	0	0	0
			Total Services & Other		19,100	18,000	18,800
			Capital				
			COMPUTER	10-41500-741	0	0	0
			FURNITURE & FIXTURES	10-41500-743	0	0	0
			Total Capital		0	0	0
			Total Financial Administration		19,100	18,000	18,800
			Legal Services				
			Services & Other				
			CONTRACT SERVICES-LEGAL	10-41530-340	38,083	40,000	50,000
			Total Services & Other		38,083	40,000	50,000
			Total Legal Services		38,083	40,000	50,000
			Planning				
			Personnel				
			REGULAR EMPLOYEES	10-41915-110	51,804	64,240	64,240
			PART TIME EMPLOYEES	10-41915-115	23,380	62,400	62,400
			OVERTIME	10-41915-130	0	0	0
			PAY FOR PERFORMANCE	10-41915-200	0	0	0

			HEALTH AND LIFE INSURANCE	10-41915-211	12,361	23,544	26,722
			DENTAL INSURANCE	10-41915-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-41915-220	5,746	11,894	11,894
			PART-TIME SOC SEC CONTRIBUTION	10-41915-225	0	0	0
			RETIREMENT CONTRIBUTIONS	10-41915-230	483	3,739	3,739
			UNEMPLOYMENT INSURANCE	10-41915-250	15	374	374
			WORKERS COMPENSATION - GEN GOV	10-41915-260	0	1,666	1,666
			Total Personnel		93,787	167,857	171,035
			Services & Other				
			PROFESSIONAL SERVICES	10-41915-330	156,941	127,723	0
			TECHNICAL	10-41915-340	0	0	0
			TRAINING	10-41915-341	969	1,500	2,000
			SPECIAL PROJECT FUNDS	10-41915-342	0	0	0
			POSTAGE	10-41915-531	0	0	0
			TELEPHONE	10-41915-532	0	0	0
			ADVERTISING	10-41915-540	961	3,000	1,000
			PRINTING & BINDING	10-41915-550	0	600	0
			TRAVEL	10-41915-580	416	927	300
			ORGANIZATIONAL DUES	10-41915-590	0	0	0
			Total Services & Other		159,288	133,750	3,300
			Supplies				
			OFFICE SUPPLIES	10-41915-610	0	0	0
			BOOKS & PERIODICALS	10-41915-640	0	500	500
			Total Supplies		0	500	500
			Capital				
			MACHINERY & EQUIPMENT	10-41915-741	0	0	0
			GRANT EXPENDITURES	10-41915-750	0	0	0
			Total Capital		0	0	0
		Total Planning			253,075	302,107	174,835
		General Government Operations					

			Services & Other				
			TREASURERS FEES	10-41940-310	7,354	9,000	6,236
			AUDIT SERVICES	10-41940-321	9,800	9,800	10,500
			ENGINEER SERVICES	10-41940-330	27,274	44,743	15,000
			SOFTWARE	10-41940-331	0	1,246	0
			PROFESSIONAL SERVICES - IT & M	10-41940-340	15,638	20,000	20,000
			CLEANING SERVICES	10-41940-420	0	0	4,300
			REPAIRS & MAINTENANCE	10-41940-430	0	0	0
			COPIER LEASE	10-41940-442	8,009	7,000	7,000
			INTERNET - TOWN HALL	10-41940-443	13,709	11,553	11,553
			INSURANCE - WC, PROP & LIA	10-41940-520	69,815	68,587	66,217
			INSURANCE-DEDUCTIBLE	10-41940-521	0	1,000	1,000
			POSTAGE	10-41940-531	5,215	4,000	4,000
			TELEPHONE	10-41940-532	7,488	8,400	8,500
			ADVERTISING	10-41940-540	8,414	11,000	7,000
			CITIZEN ENGAGEMENT	10-41940-800	1,678	2,000	2,000
			Total Services & Other		174,393	198,329	163,306
			Supplies				
			OFFICE SUPPLIES	10-41940-610	12,543	10,000	10,000
			OPERATING SUPPLIES	10-41940-614	0	0	0
			MAINTENANCE SUPPLIES	10-41940-615	0	0	0
			Total Supplies		12,543	10,000	10,000
			Capital				
			NEW LOCK SYSTEM	10-41940-720	0	0	0
			GREENE STREET BANNERS	10-41940-730	0	0	0
			MACHINERY	10-41940-741	50	2,000	2,000
			FURNITURE & FIXTURES	10-41940-743	0	2,000	1,000
			AFFORDABLE HOUSING	10-41940-760	0		0
			Total Capital		50	4,000	3,000
			Total General Government Operations		186,986	212,329	176,306

		Visitors Center Operations				
		Services & Other				
		TESTING & INSPECTIONS	10-41942-345	0	0	0
		UTILITY SERVICES	10-41942-410	0	0	0
		COLUMBINE PARK INFO CENTER	10-41942-415	0		0
		CLEANING SERVICES	10-41942-420	1,731	3,590	3,590
		DISPOSAL	10-41942-421	0	0	4,445
		CUSTODIAL	10-41942-423	7,280	9,000	0
		REPAIRS & MAINTENANCE	10-41942-430	7,539	4,500	4,500
		RENTALS - EQUIPMENT & VEHICLES	10-41942-442	0	0	0
		TELEPHONE	10-41942-532	0	0	0
		CHAMBER CONTRACT	10-41942-801	45,000	45,000	0
		Total Services & Other		61,549	62,090	12,535
		Supplies				
		GENERAL SUPPLIES	10-41942-610	0	0	0
		OPERATING SUPPLIES	10-41942-614	0	0	0
		ELECTRICITY	10-41942-620	2,345	3,000	3,000
		PROPANE	10-41942-622	16,625	12,200	12,200
		Total Supplies		18,970	15,200	15,200
		Capital				
		BUILDINGS	10-41942-720	0	0	0
		IMPROVEMENTS OTHER THAN BLDGS	10-41942-730	0	0	0
		Total Capital		0	0	0
		Total Visitors Center Operations		80,518	77,290	27,735
		Modular Operations				
		Personnel				
		WORKERS COMPENSATION	10-41943-260	0	0	0
		Total Personnel		0	0	0
		Services & Other				
		INTERNET	10-41943-443	500		500

			Total Services & Other		500		500
			Supplies				
			MODULAR OPERATING SUPPLIES	10-41943-614	1,005	8,600	600
			MODULAR ELECTRICITY	10-41943-620	1,278	1,500	1,500
			MODULAR PROPANE	10-41943-622	3,935	2,800	4,000
			17TH ST MODULAR	10-41948-614	0	0	0
			17TH ST MODULAR	10-41948-622	0	0	0
			Total Supplies		6,218	12,900	6,100
			Capital				
			GRANT EXPENDITURES SR CTR	10-41943-304	4,264	6,048	0
			Total Capital		4,264	6,048	0
			Total Modular Operations		10,982	18,948	6,600
			Town Hall Operations				
			Personnel				
			REGULAR EMPLOYEES	10-41944-110	0	0	0
			HEALTH AND LIFE INSURANCE	10-41944-211	0	0	0
			DENTAL INSURANCE	10-41944-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-41944-220	0	0	0
			RETIREMENT CONTRIBUTIONS	10-41944-230	0	0	0
			UNEMPLOYMENT INSURANCE	10-41944-250	0	0	0
			WORKERS COMPENSATION	10-41944-260	0	0	0
			Total Personnel		0	0	0
			Services & Other				
			PROFESSIONAL	10-41944-320	0	0	0
			OTHER PROFESSIONAL	10-41944-330	0	600	600
			TECHNICAL	10-41944-340	0	0	0
			SAFETY	10-41944-341	0	0	0
			FURNACE TENDING	10-41944-342	0	0	0
			TESTING & INSPECTIONS	10-41944-345	2,217	4,000	4,000
			CLEANING SERVICES	10-41944-420	3,343	3,000	3,500

			DISPOSAL	10-41944-421	0	0	732
			CUSTODIAL	10-41944-423	11,546	6,500	6,500
			REPAIRS & MAINTENANCE	10-41944-430	8,398	29,000	10,000
			RENTALS - LAND & BUILDINGS	10-41944-441	0	0	0
			RENTALS - EQUIPMENT & VEHICLES	10-41944-442	0	0	0
			CONSTRUCTION SERVICES	10-41944-450	0	0	0
			ADVERTISING	10-41944-540	0	0	0
			TRAVEL	10-41944-580	0	0	0
			OTHER	10-41944-800	0	0	0
			Total Services & Other		25,504	43,100	25,332
			Supplies				
			GENERAL SUPPLIES	10-41944-610	0	0	0
			OPERATING SUPPLIES	10-41944-614	4,446	500	500
			ELECTRICITY	10-41944-620	1,639	2,244	2,244
			PROPANE	10-41944-622	19,642	14,800	14,800
			COAL	10-41944-625	0	0	0
			Total Supplies		25,727	17,544	17,544
			Capital				
			IMPROVEMENTS OTHER THAN BLDGS	10-41944-730	0	0	0
			MACHINERY & EQUIPMENT	10-41944-741	2,351	1,000	1,000
			FURNITURE & FIXTURES	10-41944-743	0	2,000	2,000
			Total Capital		2,351	3,000	3,000
			Total Town Hall Operations		53,583	63,644	45,876
			Grant Expenditures				
			Services & Other				
			GRANTS	10-41945-100	140,861	179,800	20,000
			COLORADO RELIEF FUND	10-41945-101	0	0	0
			PRESERVE AMERICA - COUNTY	10-41945-102	0	0	0
			BLM TOWN DUMP CLEANUP	10-41945-103	0	0	0
			2022 BROWNFIELDS GRANT	10-41945-104	0	20,000	100,000
			STATE GRANTS	10-41946-100	0	0	0

			2021 DOLA IHOI GRANT	10-41946-201	516	0	0
			CARRIAGE HOUSE	10-41946-202	0	0	0
			TECHNOLOGY PLAN	10-41946-203	0	0	0
			SHF - CULTURAL SURVEY	10-41946-204	0	0	0
			2019 GOCO KMRA GRANT	10-41946-206	0	0	0
			CIP RATE STUDY	10-41946-207	0	0	0
			SHF VISITORS' CENTER ACCESS	10-41946-208	0	0	0
			2021 CDOT TAP GRANT	10-41946-209	0	0	0
			2023 SJDA DOLA REDI GRANT	10-41946-210	0	0	0
			Total Services & Other		141,377	199,800	120,000
			Supplies				
			17TH ST MODULAR	10-41948-620	0	0	0
			Total Supplies		0	0	0
			Total Grant Expenditures		141,377	199,800	120,000
			Law Enforcement				
			Services & Other				
			CONTRACT SERVICES	10-42100-340	298,920	309,271	309,271
			BACKCOUNTRY RANGER	10-42100-341	0	0	0
			Total Services & Other		298,920	309,271	309,271
			Capital				
			VEHICLES	10-42100-742	0	0	0
			Total Capital		0	0	0
			Total Law Enforcement		298,920	309,271	309,271
			Fire Protection Services				
			Personnel				
			REGULAR EMPLOYEES	10-42200-110	0	0	0
			OVERTIME	10-42200-130	0	0	0
			HEALTH AND LIFE INSURANCE	10-42200-211	0	0	0
			DENTAL INSURANCE	10-42200-212	0	0	0

			SOCIAL SECURITY CONTRIBUTIONS	10-42200-220	0	0	0
			RETIREMENT CONTRIBUTIONS	10-42200-230	0	0	0
			UNEMPLOYMENT INSURANCE	10-42200-250	0	0	0
			WORKERS COMPENSATION	10-42200-260	0	0	0
			Total Personnel		0	0	0
			Services & Other				
			CONTRACT SERVICES	10-42200-340	56,900	54,750	57,750
			TRAINING & SAFETY	10-42200-341	0	0	0
			REPAIRS & MAINTENANCE - EQUIP	10-42200-430	0	0	0
			REPAIRS & MAINTENANCE-VEHICLES	10-42200-431	0	0	0
			RENTALS-LAND/BLDGS(PO BOX)	10-42200-441	0	0	0
			INSURANCE	10-42200-520	0	0	0
			POSTAGE	10-42200-531	0	0	0
			TELEPHONE	10-42200-532	0	0	0
			ADVERTISING	10-42200-540	0	0	0
			TRAVEL & MEALS	10-42200-580	0	0	0
			ORGANIZATIONAL DUES	10-42200-590	0	0	0
			OTHER	10-42200-800	0	0	0
			Total Services & Other		56,900	54,750	57,750
			Supplies				
			OFFICE SUPPLIES	10-42200-610	0	0	0
			OPERATING SUPPLIES	10-42200-614	0	0	0
			GASOLINE	10-42200-626	0	0	0
			DIESEL	10-42200-627	0	0	0
			BOOKS & PERIODICALS	10-42200-640	0	0	0
			Total Supplies		0	0	0
			Capital				
			MACHINERY & EQUIPMENT	10-42200-741	0	0	0
			Total Capital		0	0	0
			Total Fire Protection Services		56,900	54,750	57,750

		Carriage House				
		Personnel				
		REGULAR EMPLOYEES	10-42300-110	0	0	0
		SOCIAL SECURITY CONTRIBUTIONS	10-42300-220	0	0	0
		UNEMPLOYMENT INSURANCE	10-42300-250	0	0	0
		WORKERS COMPENSATION	10-42300-260	0	0	0
		Total Personnel		0	0	0
		Services & Other				
		OTHER PROFESSIONAL-PHYSICIAN	10-42300-330	0	400	400
		PHYSICIAN SERVICES	10-42300-340	0	0	0
		PHYSICIAN SUPPORT SERVICES	10-42300-341	0	0	0
		TESTING & INSPECTIONS	10-42300-345	0	350	350
		CUSTODIAL	10-42300-423	0	0	2,200
		REPAIRS & MAINTENANCE	10-42300-430	2,869	3,000	3,000
		TELEPHONE	10-42300-532	0	0	0
		DONATIONS	10-42300-850	0	0	0
		Total Services & Other		2,869	3,750	5,950
		Supplies				
		OFFICE SUPPLIES	10-42300-610	0	0	0
		MAINTENANCE SUPPLIES	10-42300-615	397	1,000	1,500
		ELECTRICITY	10-42300-620	3,833	3,300	3,300
		PROPANE	10-42300-622	10,488	8,200	10,000
		Total Supplies		14,718	12,500	14,800
		Capital				
		BUILDINGS	10-42300-720	0	0	0
		CAPITAL IMPROVEMENT	10-42300-730	0	0	0
		Total Capital		0	0	0
		Total Carriage House		17,587	16,250	20,750
		Building Inspector				
		Personnel				

			REGULAR EMPLOYEES	10-42400-110	71,353	84,331	84,331
			PART-TIME/SEASONAL EMPLOYEES	10-42400-115	21,613	0	0
			OVERTIME	10-42400-130	0	0	0
			PAY FOR PERFORMANCE	10-42400-200	0	0	0
			HEALTH AND LIFE INSURANCE	10-42400-211	11,880	11,772	13,361
			DENTAL INSURANCE	10-42400-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-42400-220	7,112	7,536	7,536
			RETIREMENT CONTRIBUTIONS	10-42400-230	877	1,929	1,929
			UNEMPLOYMENT INSURANCE	10-42400-250	127	238	238
			WORKERS COMPENSATION	10-42400-260	0	833	833
			Total Personnel		112,962	106,639	108,228
			Services & Other				
			LEGAL SERVICES	10-42400-331	0	0	0
			TECHNICAL	10-42400-340	0	0	0
			TRAINING	10-42400-341	1,099	2,500	2,500
			POSTAGE	10-42400-531	0	0	0
			TELEPHONE	10-42400-532	0	0	0
			ADVERTISING	10-42400-540	0	0	0
			PRINTING & BINDING	10-42400-550	0	0	0
			TRAVEL	10-42400-580	1,151	1,000	500
			ORGANIZATIONAL DUES	10-42400-590	175	500	500
			Total Services & Other		2,425	4,000	3,500
			Supplies				
			OFFICE SUPPLIES	10-42400-610	0	0	0
			BOOKS & PERIODICALS	10-42400-640	0	500	500
			Total Supplies		0	500	500
			Total Building Inspector		115,386	111,139	112,228
			Public Works Personnel				
			Personnel				
			REGULAR EMPLOYEES	10-43100-110	355,698	452,456	455,913
			ADMINISTRATOR / FINANCE DIR	10-43100-112	0	0	0

			PART-TIME/SEASONAL EMPLOYEES	10-43100-115	0	0	0
			OVERTIME	10-43100-130	22,700	20,000	20,000
			PAY FOR PERFORMANCE	10-43100-200	0	0	11,700
			PT SEASONAL PAYROLL COSTS	10-43100-205	0	0	0
			HEALTH LIFE & DENTAL INSURANCE	10-43100-211	60,885	78,456	89,048
			SOCIAL SECURITY CONTRIBUTIONS	10-43100-220	29,014	44,408	44,408
			PART-TIME SOC SEC CONTRIBUTION	10-43100-225	0	0	0
			RETIREMENT	10-43100-230	9,287	13,573	13,573
			UNEMPLOYMENT INSURANCE	10-43100-250	792	1,357	1,357
			PART-TIME UNEMPLOYMENT INS	10-43100-255	0	0	0
			Total Personnel		478,377	610,250	635,999
			Services & Other				
			TRAVEL	10-43100-580	0	500	2,000
			Total Services & Other		0	500	2,000
			Total Public Works Personnel		478,377	610,750	637,999
			Street Maintenance				
			Personnel				
			REGULAR EMPLOYEES	10-43120-110	0	0	0
			LEAVE OF ABSENCE	10-43120-111	0	0	0
			OVERTIME	10-43120-130	0	0	0
			HEALTH AND LIFE INSURANCE	10-43120-211	0	0	0
			DENTAL INSURANCE	10-43120-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-43120-220	0	0	0
			RETIREMENT CONTRIBUTIONS	10-43120-230	0	0	0
			UNEMPLOYMENT INSURANCE	10-43120-250	0	0	0
			WORKERS COMPENSATION	10-43120-260	0	0	0
			Total Personnel		0	0	0
			Services & Other				
			PROFESSIONAL	10-43120-320	325	2,000	0
			AUDIT	10-43120-321	0	0	0
			OTHER PROFESSIONAL	10-43120-330	10,933	20,000	11,000

			LEGAL SERVICES	10-43120-331	0	0	0
			TECHNICAL	10-43120-340	0	0	0
			SAFETY & TRAINING	10-43120-341	887	500	516
			TESTING & INSPECTIONS	10-43120-345	295	1,200	3,191
			CLEANING SERVICES	10-43120-420	3,777	3,800	3,924
			DISPOSAL	10-43120-421	0	0	0
			CUSTODIAL	10-43120-423	0	0	0
			REPAIRS & MAINTENANCE	10-43120-430	73,538	76,500	66,500
			RENTALS - EQUIPMENT & VEHICLES	10-43120-442	0	25,000	30,000
			CONSTRUCTION SERVICES	10-43120-450	0	0	0
			INSURANCE	10-43120-520	0	0	500
			INSURANCE-DEDUCTIBLE	10-43120-521	0	1,000	1,000
			POSTAGE	10-43120-531	0	0	0
			TELEPHONE	10-43120-532	0	0	0
			ADVERTISING	10-43120-540	0	0	0
			PRINTING & BINDING	10-43120-550	0	0	0
			TRAVEL & MEALS	10-43120-580	109	200	207
			CAPITAL PURCHASE	10-43120-801	0	0	0
			Total Services & Other		89,863	130,200	116,838
			Supplies				
			OFFICE SUPPLIES	10-43120-610	0	0	0
			DUST CONTROL	10-43120-611	37,360	38,000	42,000
			GRAVEL	10-43120-612	45,013	40,000	52,000
			SIGNS	10-43120-613	0	10,000	5,000
			OPERATING SUPPLIES	10-43120-614	34,909	26,000	26,700
			MAINTENANCE SUPPLIES	10-43120-615	0	0	0
			EQUIPMENT PARTS	10-43120-616	0	0	0
			LUBRICANTS	10-43120-617	0	0	0
			CLOTHING ALLOWANCE	10-43120-618	1,830	1,250	1,291
			CONVENIENCE CONTAINER LINERS	10-43120-619	0	0	0
			ELECTRICITY	10-43120-620	11,642	13,506	13,948
			HEATING OIL	10-43120-624	0	0	0
			HEATING FUEL	10-43120-625	0	0	0
			FUEL	10-43120-626	28,479	31,000	35,650

			DIESEL	10-43120-627	0	0	0
			BOOKS & PERIODICALS	10-43120-640	0	0	0
			Total Supplies		159,232	159,756	176,589
			Capital				
			IMPROVEMENTS OTHER THAN BLDGS	10-43120-730	0	0	0
			HANDICAP RAMPS	10-43120-731	0	0	0
			MACHINERY & EQUIPMENT	10-43120-741	51,459	40,000	0
			FURNITURE & FIXTURES	10-43120-743	0	0	0
			BLAIR STREET	TBD		0	0
			Total Capital		51,459	40,000	0
			Total Street Maintenance		300,554	329,956	293,427
			Facilities and Park Administration				
			Personnel				
			REGULAR EMPLOYEES	10-45110-110	190,836	200,740	154,128
			ADMINISTRATOR / FINANCE DIR	10-45110-112	0	0	0
			PART-TIME/SEASONAL EMPLOYEES	10-45110-115	3,605	37,000	47,000
			OVERTIME	10-45110-130	6,155	4,000	5,000
			HEALTH AND LIFE INSURANCE	10-45110-211	33,127	47,088	53,445
			SOCIAL SECURITY CONTRIBUTIONS	10-45110-220	15,352	22,977	18,336
			PART-TIME SOC SEC CONTRIBUTION	10-45110-225	0	0	0
			RETIREMENT CONTRIBUTIONS	10-45110-230	3,051	4,966	4,519
			UNEMPLOYMENT INSURANCE	10-45110-250	386	726	726
			Total Personnel		252,511	317,497	283,154
			Services & Other				
			SPECIAL EVENTS CONTRACT	10-45110-340	0	0	0
			TRAINING	10-45110-341	445	3,200	2,000
			SUMMER YOUTH PROGRAM	10-45110-342	0	0	0
			FILM CONTACT SERVICES	10-45110-343	0	0	0
			JULY 4 VOLUNTEERS	10-45110-344	0	0	0
			RECREATION PROGRAMS	10-45110-801	525	0	0
			Total Services & Other		970	3,200	2,000

			Supplies				
			OPERATING SUPPLIES	10-45110-614	0	0	0
			CLOTHING ALLOWANCE	10-45110-618	458	0	0
			Total Supplies		458	0	0
			Total Facilities and Park Administration		253,939	320,697	285,154
			Park Maintenance				
			Personnel				
			REGULAR EMPLOYEES	10-45120-110	0	0	0
			OVERTIME	10-45120-130	0	0	0
			HEALTH AND LIFE INSURANCE	10-45120-211	0	0	0
			DENTAL INSURANCE	10-45120-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	10-45120-220	0	0	0
			RETIREMENT CONTRIBUTIONS	10-45120-230	0	0	0
			UNEMPLOYMENT INSURANCE	10-45120-250	0	0	0
			WORKERS COMPENSATION	10-45120-260	0	0	0
			Total Personnel		0	0	0
			Services & Other				
			SNOW GROOMING	10-45120-340	0	0	0
			IN SERVICE TRAINING	10-45120-341	0	0	0
			REPAIRS & MAINTENANCE	10-45120-430	6,969	11,000	11,000
			POSTAGE	10-45120-531	0	0	0
			TELEPHONE	10-45120-532	0	0	0
			Total Services & Other		6,969	11,000	11,000
			Supplies				
			OPERATING SUPPLIES	10-45120-614	21,005	15,000	20,000
			PAYROLL JULY 4TH CAMPGROUND	10-45120-615	0	0	0
			SUPPLIES JULY 4TH CAMPGROUND	10-45120-616	14,136	16,700	16,700
			JULY 4TH CAMP HOST BONUS	10-45120-617	0	0	0
			ELECTRICITY	10-45120-620	24,730	10,000	10,000
			FUEL	10-45120-626	14,128	14,000	14,000

			Total Supplies		73,999	55,700	60,700
			Capital				
			EVENT COORDINATION	10-45120-700	0	0	0
			COLUMBINE PARK	10-45120-701	350,169	10,000	0
			COLUMBINE PARK LOAN EXP	10-45120-702	531,090	0	0
			CAPITAL IMPROVEMENT	10-45120-730	0	0	0
			Total Capital		881,259	10,000	0
			Total Park Maintenance		962,226	76,700	71,700
			Kendall Mountain Ski Area				
			Services & Other				
			TECHNICAL SERVICES	10-45121-330	112	6,500	6,500
			SNOW GROOMING	10-45121-340	1,749	9,000	9,000
			TRAINING	10-45121-341	0	0	0
			TESTING & INSPECTIONS	10-45121-345	17,917	5,000	5,000
			KMRA SALES TAX PAYABLE	10-45121-400	0	0	0
			DISPOSAL	10-45121-421	0	0	2,800
			CUSTODIAL	10-45121-423	1,465	5,780	5,780
			REPAIRS & MAINTENANCE	10-45121-430	25,795	12,000	12,000
			RENTALS	10-45121-442	4	2,500	2,500
			POSTAGE	10-45121-531	0	0	0
			TELEPHONE	10-45121-532	0	0	0
			ADVERTISING	10-45121-540	0	0	0
			KMRA SP. EVENT EXPENSE	10-45121-801	0	0	0
			Total Services & Other		47,043	40,780	43,580
			Supplies				
			OPERATING SUPPLIES	10-45121-614	18,651	18,000	18,000
			ELECTRICITY	10-45121-620	3,956	11,600	11,600
			PROPANE	10-45121-622	13,247	11,000	11,000
			Total Supplies		35,854	40,600	40,600
			Capital				

			KENDALL MOUNTAIN PLANNING	10-45121-700	0	0	0
			BUILDINGS	10-45121-720	4,506	25,000	0
			IMPROVEMENTS OTHER THAN BLDGS	10-45121-730	1,845	175,000	40,000
			Total Capital		6,351	200,000	40,000
			Total Kendall Mountain Ski Area		89,248	281,380	124,180
			Events and Communications				
			Personnel				
			REGULAR EMPLOYEES	10-46100-110	52,528	71,245	50,000
			OVERTIME	10-46100-130	0	0	0
			HEALTH & LIFE INSURANCE	10-46100-211	12,291	11,772	13,361
			SOCIAL SECURITY CONTRIBUTIONS	10-46100-220	4,020	6,767	6,767
			RETIREMENT	10-46100-230	1,500	1,620	1,620
			UNEMPLOYMENT INSURANCE	10-46100-250	23	169	169
			Total Personnel		70,362	91,573	71,917
			Services & Other				
			PROFESSIONAL SERVICES	10-46100-340	0	1,000	1,000
			TRAINING	10-46100-341	763	2,000	500
			ENTERTAINMENT/PERFORMERS	10-46100-347	10,090	11,600	0
			CUSTODIAL	10-46100-423	5,993	7,000	7,000
			RENTALS	10-46100-442	0	0	0
			INSURANCE	10-46100-520	0	0	0
			MARKETING	10-46100-541	11,976	12,500	5,500
			TRAVEL	10-46100-580	0	1,000	500
			FIREWORKS	10-46100-801	4,500	9,000	0
			Total Services & Other		33,322	44,100	14,500
			Supplies				
			OPERATING SUPPLIES	10-46100-614	3,891	7,000	3,500
			REPLACEABLE FURNITURE	10-46100-621	0	1,200	500
			Total Supplies		3,891	8,200	4,000
			Capital				

			CAPITAL OUTLAY(>5,000)	10-46100-730	0	0	0
			Total Capital		0	0	0
			Total Events and Communications		107,575	143,873	90,417
			Reserve Funding				
			Services & Other				
			CONTRIB TO FUTURE CAP OUTLAY	10-46500-850	0	25,000	0
			Total Services & Other		0	25,000	0
			Total Reserve Funding		0	25,000	0
			Financing Costs				
			Capital				
			CARRIAGE HOUSE	10-47110-721	0	0	0
			KENWORTH TRUCK PRINCIPAL	10-47110-741	0	0	0
			938G LOADER	10-47110-742	0	0	0
			DODGE RAM	10-47110-743	0	0	0
			938G II LOADER LEASE	10-47110-744	0	0	0
			143H MOTOR GRADER LEASE	10-47110-745	0	0	0
			CATERPILLAR LEASES	10-47110-746	104,730	90,229	122,619
			GENIE BOOM LIFT LEASE	10-47110-747	2,284	13,027	1,085
			CAT MINI EXCAVATOR	10-47110-748	0	0	0
			KUBOTA TRACTOR	10-47110-749	0	0	0
			CAT BACKHOE	10-47110-750	0	0	0
			PRINOTH SNOW GROOMER	10-47110-751	11,400	11,400	11,400
			TOWN VEHICLE	10-47110-752	4,847	0	0
			COLUMBINE PARK LEASE	10-47110-754	95,655	95,622	95,665
			2006 DUMP TRUCK	10-47110-755	0		9,827
			Total Capital		218,917	210,278	240,596
			Total Financing Costs		218,917	210,278	240,596
			Operating Transfers Out				
			Transfers				

			TRANSFER TO MOLAS	10-49110-910	0	0	0
			CONSERVATION TRUST	10-49110-920	0	0	0
			WATER FUND	10-49110-930	0	0	0
			CEMETERY FUND	10-49110-950	0	0	0
			TRANSFER TO REFUSE FUND	10-49110-960	0	106,100	20,000
			TRANSFER TO LIBRARY FUND	10-49110-980	125,000	130,000	110,000
			TRANSFER TO CAPITAL RESERVES	10-49110-990	0	0	0
			Total Transfers		125,000	236,100	130,000
			Total Operating Transfers Out		125,000	236,100	130,000
			Memorial Park				
			Personnel				
			WORKERS COMPENSATION	10-45123-260	0	0	0
			Total Personnel		0	0	0
			Services & Other				
			REPAIRS & MAINTENANCE	10-45123-430	0	0	2,500
			Total Services & Other		0	0	2,500
			Supplies				
			OPERATING SUPPLIES	10-45123-614	0	0	0
			ELECTRICITY	10-45123-620	0	0	0
			Total Supplies		0	0	0
			Capital				
			IMPROVEMENTS	10-45123-730	0	0	0
			Total Capital		0	0	0
			Total Memorial Park		0	0	2,500
			Total Expenditures		4,260,159	4,153,878	3,365,626
			Beginning Fund Balance		1,935,060	1,116,139	440,843

		Ending Fund Balance		1,116,139	440,843	440,843
--	--	---------------------	--	-----------	---------	---------

Fund			Description	ACCOUNT ID	FY22 Actual	FY23 Actual	FY24 Projected	FY25 Budgeted
MOLAS PARK FUND								
	Revenue Source							
		Grants						
			SWBR	21-33-430301	0	0	0	0
			GOCO	21-33-430302	0	0	0	0
			DOLA DAM	21-33-430303	0	0	0	0
			SW WATER CONS DISTRICT	21-33-480000	0	0	0	0
			STATE GRANTS MOLAS	21-33-493000	0	0	0	0
		Total Grants			0	0	0	0
		Other Revenue						
			OTHER REVENUES	21-38-000000	0	0	0	0
			COMPENSATION FOR LOSS AT MOLAS	21-39-220000	0	0	0	0
		Total Other Revenue			0	0	0	0
		User Fees						
			USER FEES	21-34-740000	0	0	0	0
			CAMPGROUND USER FEES	21-34-741000	0	0	0	0
			CAMPGROUND RESERVATIONS ONLINE	21-34-741100	203,382	187,372	200,000	200,000
			SUMMER RETAIL STORE	21-34-741200	0	0	0	0
			SUMMER SHOWERS (NO SALES TAX)	21-34-741300	0	0	0	0
			SNOWMOBILE TOURS	21-34-742000	0	0	0	0
			DOG SLED TOURS	21-34-743000	0	332	500	500
			SMITH RENTAL FEES	21-34-744000	0	0	0	0
			DUBIT MOLAS FEES - DGO DOG RUN	21-34-745000	0	0	0	0
		Total User Fees			203,382	187,704	200,500	200,500
	Total Revenue Source				203,382	187,704	200,500	200,500
	Expenditures							
		Operating Expenses						
			Services & Other					
			AUDIT	21-45220-321	0	0	0	0
			OTHER PROFESSIONAL SERVICES	21-45220-330	4,945	20,428	6,181	8,000
			MANAGEMENT SERVICES	21-45220-340	56,426	52,338	53,250	53,250
			CREDIT CARD FEES	21-45220-341	801	867	700	1,000
			ADMINISTRATIVE FEI	21-45220-350	45,828	55,562	72,531	79,682
			OPERATING EXPENSES	21-45220-410	26,748	21,006	45,000	40,000
			REFUSE AND SEPTIC	21-45220-421	0	0	0	4,056
			REPAIRS & MAINTENANCE	21-45220-430	8,388	5,774	15,000	15,000

			INSURANCE	21-45220-520	0	0	341	0
			ADVERTISING	21-45220-540	337	1,762	500	800
			Total Services & Other		143,473	157,736	193,503	201,788
			Supplies					
			SUPPLIES	21-45220-610	0	0	5,000	5,000
			OPERATING SUPPLIES	21-45220-614			0	0
			ELECTRICITY	21-45220-620	356	236	1,000	1,000
			Total Supplies		356	236	6,000	6,000
			Capital					
			CAPITAL OUTLAY	21-45220-730	0	0	0	0
			MACHINERY AND EQUIPMENT	21-45220-741	0	0	0	0
			Total Capita		0	0	0	0
			Transfers					
			TRANSFER TO GENERAL FUND	21-45220-970	0	0	0	0
			Total Transfers		0	0	0	0
			Total Operating Expenses		143,829	157,972	199,503	207,788
			Grant Expenses					
			Services & Other					
			CONTRIB TO FUTURE CAP OUTLAY	21-46500-850	0	0	0	0
			Total Services & Other		0	0	0	0
			Total Grant Expenses		0	0	0	0
			Total Expenditures		143,829	157,972	199,503	207,788
			Beginning Fund Balance		224,793	284,346	314,077	315,074
			Ending Fund Balance		284,346	314,077	315,074	307,786

Fund	Description		ACCOUNT ID	FY23 Actual	FY24 Projected	FY25 Budgeted
CEMETERY FUND						
	Revenue Source					
		Miscellaneous Revenues				
		CONTRIBUTION & DONATIONS	22-36-500000	0	0	0
		CEMETERY SITE FEES	22-36-510000	4,260	5,000	5,000
		Total Miscellaneous Revenues		4,260	5,000	5,000
		Grants				
		STATE GRANTS - CEMETERY	22-33-493000	0	0	0
		SAN JUAN COUNTY CEMETERY CONTR	22-33-760000	0	0	0
		Total Grants		0	0	0
		Transfers In				
		TRANSFERS IN - GEN FUND	22-39-110000	0	0	0
		Total Transfers In		0	0	0
	Total Revenue Source			4,260	5,000	5,000
	Expenditures					
		Operating Expenses				
		Services & Other				
		CONTRACTED SERVICES	22-44190-430	0	0	5,000
		Total Services & Other		0	0	5,000
		Supplies				
		OPERATING SUPPLIES	22-44190-614	0	0	0
		Total Supplies		0	0	0
		Total Operating Expenses		0	0	5,000
	Total Expenditures			0	0	5,000
		Beginning Fund Balance		50,349	54,609	59,609
		Ending Fund Balance		54,609	59,609	59,609

Fund			Description	ACCOUNT ID	FY22 Actual	FY23 Actual	FY24 Projected	FY25 Budgeted
MOLAS PARK FUND								
	Revenue Source							
		Grants						
			SWBR	21-33-430301	\$0.00	\$0.00	\$0.00	\$0.00
			GOCO	21-33-430302	\$0.00	\$0.00	\$0.00	\$0.00
			DOLA DAM	21-33-430303	\$0.00	\$0.00	\$0.00	\$0.00
			SW WATER CONS DISTRICT	21-33-480000	\$0.00	\$0.00	\$0.00	\$0.00
			STATE GRANTS MOLAS	21-33-493000	\$0.00	\$0.00	\$0.00	\$0.00
		Total Grants			\$0.00	\$0.00	\$0.00	\$0.00
		Other Revenue						
			OTHER REVENUES	21-38-000000	\$0.00	\$0.00	\$0.00	\$0.00
			COMPENSATION FOR LOSS AT MOLAS	21-39-220000	\$0.00	\$0.00	\$0.00	\$0.00
		Total Other Revenue			\$0.00	\$0.00	\$0.00	\$0.00
		User Fees						
			USER FEES	21-34-740000	\$0.00	\$0.00	\$0.00	\$0.00
			CAMPGROUND USER FEES	21-34-741000	\$0.00	\$0.00	\$0.00	\$0.00
			CAMPGROUND RESERVATIONS ONLINE	21-34-741100	\$203,382.16	\$187,372.05	\$200,000.00	\$200,000.00
			SUMMER RETAIL STORE	21-34-741200	\$0.00	\$0.00	\$0.00	\$0.00
			SUMMER SHOWERS (NO SALES TAX)	21-34-741300	\$0.00	\$0.00	\$0.00	\$0.00
			SNOWMOBILE TOURS	21-34-742000	\$0.00	\$0.00	\$0.00	\$0.00
			DOG SLED TOURS	21-34-743000	\$0.00	\$331.80	\$500.00	\$500.00
			SMITH RENTAL FEES	21-34-744000	\$0.00	\$0.00	\$0.00	\$0.00
			DUBIT MOLAS FEES - DGO DOG RUN	21-34-745000	\$0.00	\$0.00	\$0.00	\$0.00
		Total User Fees			\$203,382.16	\$187,703.85	\$200,500.00	\$200,500.00
	Total Revenue Source				\$203,382.16	\$187,703.85	\$200,500.00	\$200,500.00
	Expenditures							
		Operating Expenses						
			Services & Other					
			AUDIT	21-45220-321	\$0.00	\$0.00	\$0.00	\$0.00
			OTHER PROFESSIONAL SERVICES	21-45220-330	\$4,945.00	\$20,427.64	\$6,181.00	\$8,000.00
			MANAGEMENT SERVICES	21-45220-340	\$56,426.39	\$52,337.50	\$53,250.00	\$53,250.00
			CREDIT CARD FEES	21-45220-341	\$801.00	\$867.08	\$700.00	\$1,000.00
			ADMINISTRATIVE FEI	21-45220-350	\$45,828.00	\$55,562.00	\$72,531.00	\$79,682.00
			OPERATING EXPENSES	21-45220-410	\$26,747.73	\$21,006.23	\$45,000.00	\$40,000.00
			REFUSE AND SEPTIC	21-45220-421	\$0.00	\$0.00	\$0.00	\$4,056.15
			REPAIRS & MAINTENANCE	21-45220-430	\$8,388.36	\$5,774.00	\$15,000.00	\$15,000.00

			INSURANCE	21-45220-520	\$0.00	\$0.00	\$341.00	\$0.00
			ADVERTISING	21-45220-540	\$337.00	\$1,761.67	\$500.00	\$800.00
			Total Services & Other		\$143,473.48	\$157,736.12	\$193,503.00	\$201,788.15
			Supplies					
			SUPPLIES	21-45220-610	\$0.00	\$0.00	\$5,000.00	\$5,000.00
			OPERATING SUPPLIES	21-45220-614			\$0.00	\$0.00
			ELECTRICITY	21-45220-620	\$356.00	\$236.00	\$1,000.00	\$1,000.00
			Total Supplies		\$356.00	\$236.00	\$6,000.00	\$6,000.00
			Capital					
			CAPITAL OUTLAY	21-45220-730	\$0.00	\$0.00	\$0.00	\$0.00
			MACHINERY AND EQUIPMENT	21-45220-741	\$0.00	\$0.00	\$0.00	\$0.00
			Total Capita		\$0.00	\$0.00	\$0.00	\$0.00
			Transfers					
			TRANSFER TO GENERAL FUND	21-45220-970	\$0.00	\$0.00	\$0.00	\$0.00
			Total Transfers		\$0.00	\$0.00	\$0.00	\$0.00
			Total Operating Expenses		\$143,829.48	\$157,972.12	\$199,503.00	\$207,788.15
			Grant Expenses					
			Services & Other					
			CONTRIB TO FUTURE CAP OUTLAY	21-46500-850	\$0.00	\$0.00	\$0.00	\$0.00
			Total Services & Other		\$0.00	\$0.00	\$0.00	\$0.00
			Total Grant Expenses		\$0.00	\$0.00	\$0.00	\$0.00
			Total Expenditures		\$143,829.48	\$157,972.12	\$199,503.00	\$207,788.15

Fund		Description	ACCOUNT ID	FY23 Actual	FY24 Projected	FY25 Budgeted
CONSERVATION TRUST FUND						
	Revenue Source					
		Lottery Funds				
		GOCO GRANT LACKAWANA PURCHASE	20-33-492000	0	0	0
		SCHOOL DIST MAINT CONTRIBUTION	20-33-760000	0	0	0
		LOTTERY FUNDS	20-33-780000	9,196	7,156	7,156
		Total Lottery Funds		9,196	7,156	7,156
		Interest Revenue				
		INTEREST REVENUE	20-36-100000	0	21	21
		Total Interest Revenue		0	21	21
	Total Revenue Source			9,196	7,177	7,177
	Expenditures					
		Conservation Trust Fund				
		Services & Other				
		REPAIRS & MAINTENANCE	20-45123-430	0	0	0
		Total Services & Other		0	0	0
		Supplies				
		OPERATING SUPPLIES	20-45123-614	0	0	0
		ELECTRICTY	20-45123-620	0	0	0
		Total Supplies		0	0	0
		Capital				
		IMPROVEMENTS OTHER THAN BLDGS	20-45123-730	0	0	0
		Total Capital		0	0	0
	Total Conservation Trust Fund			0	0	0
	Parks Administration					
		Capital				
		IMPROVEMENTS OTHER THAN BLDGS	20-45120-730	0	0	29,667

			MACHINERY & EQUIPMENT	20-45120-741	0	0	0
			Total Capital		0	0	29,667
			Total Parks Administration		0	0	29,667
			Total Expenditures		0	0	29,667
			Beginning Fund Balance		63,075	72,271	79,448
			Ending Fund Balance		72,271	79,448	56,958

Fund	Description		ACCOUNT ID	FY23 Actual	FY24 Projected	FY25 Budgeted
SEWER FUND						
	Revenue Source					
		Miscellaneous Revenues				
		OTHER REVENUES	52-38-000000	0	0	0
		TO BAL RETAINED EARNINGS	52-38-100000	0	0	0
		PROCEEDS FROM CAPITAL LEASES	52-39-370000	0	0	0
		GAIN ON DISPOSITION OF ASSETS	52-39-380000	0	0	0
		Total Miscellaneous Revenues		0	0	0
		Grants				
		FEDERAL GRANT - CAPITAL	52-33-131000	0	0	2,800,000
		GRANT REVENUE	52-33-430402	0	75,000	75,000
		CIP / RATE STUDY	52-33-430403	0	0	0
		2023 CDPHE PLANNING GRANT	52-33-430404	0		0
		Total Grants		0	75,000	2,875,000
		Interest Revenue				
		INTEREST REVENUE	52-36-100000	0	0	0
		Total Interest Revenue		0	0	0
		Fees				
		SEWER FEES	52-34-420000	241,098	265,531	483,380
		SEWER TAP CONNECTION FEES	52-34-421000	12,986	31,520	36,248
		PLANT INVESTMENT FEES	52-34-422000	11,096	27,740	31,901
		COMMITTED FOR FUTURE CAP ACQ	52-34-423000	20,102	20,779	30,000
		Total Fees		285,281	345,570	581,529
	Total Revenue Source			285,281	420,570	3,456,529
	Expenditures					
		Debt Service				
		Services & Other				
		INTEREST-OTHER DEBT	52-47220-800	0	0	0
		Total Services & Other		0	0	0

			Capital				
			SEWER FUND-PRINCIPAL ON NOTES	52-47120-751	0	0	0
			CATERPILLAR LEASE PRINCIPAL	52-47120-753	0	0	0
			CATERPILLAR LEASE INTEREST	52-47220-722	0	0	0
			SEWER FUND-INTEREST ON NOTES	52-47220-751	0	0	0
			INTEREST - LOADER	52-47310-722	0	0	0
			PRINCIPAL - LOADER	52-47310-753	0	0	0
			Total Capital		0	0	0
			Total Debt Service		0	0	0
			Sanitary Sewer Maintenance				
			Services & Other				
			GRANTS	52-43200-402	0	0	0
			CIP / RATE STUDY	52-43200-403	0	0	0
			2023 CDPHE PLANNING GRANT	52-43200-404	0		0
			TECHNICAL	52-43252-340	0	0	0
			THAWING	52-43252-343	0	0	0
			REPAIRS & MAINTENANCE	52-43252-430	22,293	9,596	9,910
			Total Services & Other		22,293	9,596	9,910
			Supplies				
			GRAVEL	52-43252-612	5,419	7,120	9,256
			OPERATING SUPPLIES	52-43252-614	717	0	0
			Total Supplies		6,136	7,120	9,256
			Capital				
			GRANTS--TREATMENT PLANT	52-43200-750	0	70,000	2,870,000
			IMPROVEMENTS OTHER THAN BLDGS	52-43252-730	0	0	28,657
			MACHINERY	52-43252-741	0	0	0
			Total Capital		0	70,000	2,898,657
			Total Sanitary Sewer Maintenance		28,430	86,716	2,917,823

		Treatment Plant				
		Personnel				
		REGULAR EMPLOYEES	52-43256-110	0	0	0
		OVERTIME	52-43256-130	0	0	0
		HEALTH AND LIFE INSURANCE	52-43256-211	0	0	0
		DENTAL INSURANCE	52-43256-212	0	0	0
		SOCIAL SECURITY CONTRIBUTIONS	52-43256-220	0	0	0
		RETIREMENT CONTRIBUTIONS	52-43256-230	0	0	0
		UNEMPLOYMENT INSURANCE	52-43256-250	0	0	0
		WORKERS COMPENSATION	52-43256-260	0	0	0
		Total Personnel		0	0	0
		Services & Other				
		PROFESSIONAL	52-43256-320	0	0	15,000
		ENGINEERING	52-43256-330	10,758	13,900	13,900
		TECHNICAL	52-43256-340	0	0	0
		TESTING & INSPECTIONS	52-43256-345	7,250	5,000	5,164
		PERMITS	52-43256-346	1,593	1,593	1,645
		REPAIRS & MAINTENANCE	52-43256-430	15,390	8,900	9,191
		RENTALS - EQUIPMENT & VEHICLES	52-43256-442	0	0	0
		Total Services & Other		34,990	29,393	44,900
		Supplies				
		OPERATING SUPPLIES	52-43256-614	3,263	6,399	6,608
		MAINTENANCE SUPPLIES	52-43256-615	0	0	0
		EQUIPMENT PARTS	52-43256-616	0	0	0
		ELECTRICITY	52-43256-620	27,272	45,000	40,000
		PROPANE	52-43256-622	930	1,500	1,549
		Total Supplies		31,464	52,899	48,157
		Capital				
		IMPROVEMENTS OTHER THAN BLDGS	52-43256-730	0	0	0
		BACKHOE	52-43256-741	0	0	0
		GRANTS - TREATMENT PLANT	52-43256-750	1,158		0
		DEPRECIATION	52-43256-791	43,420	0	0

			Total Capital		44,578	0	0
			Total Treatment Plant		111,033	82,292	93,057
			Sewer Administration				
			Personnel				
			REGULAR EMPLOYEES	52-43257-110	0	0	0
			LEAVE OF ABSENCE	52-43257-111	0	0	0
			OVERTIME	52-43257-130	0	0	0
			HEALTH AND LIFE INSURANCE	52-43257-211	0	0	0
			DENTAL INSURANCE	52-43257-212	0	0	0
			SOCIAL SECURITY CONTRIBUTIONS	52-43257-220	0	0	0
			RETIREMENT CONTRIBUTIONS	52-43257-230	0	0	0
			UNEMPLOYMENT INSURANCE	52-43257-250	0	0	0
			WORKERS COMPENSATION	52-43257-260	0	0	0
			Total Personnel		0	0	0
			Services & Other				
			TREASURERS FEES	52-43257-310	0	0	0
			AUDIT	52-43257-321	0	0	0
			OTHER PROFESSIONAL	52-43257-330	0	0	0
			TECHNICAL	52-43257-340	3,107	2,000	2,065
			TRAINING	52-43257-341	0	1,000	1,033
			ADMINISTRATIVE FEE	52-43257-350	105,973	211,703	200,175
			REPAIRS & MAINTENANCE	52-43257-430	0	0	0
			INSURANCE	52-43257-520	0	0	0
			INSURANCE-DEDUCTIBLE	52-43257-521	0	0	0
			POSTAGE	52-43257-531	0	0	0
			TELEPHONE	52-43257-532	0	0	0
			PRINTING & BINDING	52-43257-550	0	0	0
			TRAVEL & MEALS	52-43257-580	0	500	516
			ORGANIZATIONAL DUES	52-43257-590	0	0	0
			LEASE PAYMENTS	52-43257-800	0	0	0
			CARRIAGE HOUSE FURNACE	52-43257-801	0	0	0
			Total Services & Other		109,080	215,203	203,789

			Supplies				
			OFFICE SUPPLIES	52-43257-610	0	0	0
			OPERATING SUPPLIES	52-43257-614	0	0	0
			MAINTENANCE SUPPLIES	52-43257-615	0	0	0
			EQUIPMENT PARTS	52-43257-616	0	0	0
			LUBRICANTS	52-43257-617	0	0	0
			FUEL	52-43257-626	6,420	6,000	6,196
			DIESEL	52-43257-627	0	0	0
			Total Supplies		6,420	6,000	6,196
			Capital				
			MACHINERY & EQUIPMENT	52-43257-741	0	0	0
			Total Capital		0	0	0
			Transfers				
			TRANSFER TO GENERAL FUND	52-43257-970	0	0	0
			Total Transfers		0	0	0
			Total Sewer Administration		115,500	221,203	209,986
			Total Expenditures		254,962	390,211	3,220,865
			Beginning Fund Balance		94,994	168,733	219,092
			Ending Fund Balance		168,733	219,092	454,756

Fund	Description		ACCOUNT ID	FY23 Actual	FY24 Projected	FY25 Budgeted
WATER FUND						
	Revenue Source					
		Grants				
		AMERICAN RESCUE PLAN (ARP)	51-33-133000	0	0	0
		GRANTS	51-33-430400	0	112,000	0
		WATER METER GRANT	51-33-430401	0	0	0
		INFRASTRUCTURE UPGRADE	51-33-430402	0	0	0
		CIP / RATE STUDY	51-33-430403	0	0	0
		Total Grants		0	112,000	0
		Interest Revenue				
		INTEREST REVENUE	51-36-100000	0	0	0
		Total Interest Revenue		0	0	0
		Operating Revenue				
		WATER FEES	51-34-410000	284,716	339,753	486,663
		WATER TAP CONNECTION FEES	51-34-411000	7,957	34,672	39,873
		PLANT INVESTMENT FEES	51-34-412000	18,604	51,161	58,835
		OPERATING ASSESSMENT	51-34-413000	103,014	107,487	30,000
		EXPENSE REIMBURSEMENT	51-34-800000	0	0	0
		WORK/SERVICES PROVIDED	51-34-810000	0	0	0
		OTHER REVENUES	51-38-000000	51	200	200
		WATER DISPENSER REVENUE	51-38-100000	2,495	3,000	3,000
		BACKFLOW TESTING	51-38-150000	0		0
		Total Operating Revenue		416,837	536,273	618,571
	Total Revenue Source			416,837	648,273	618,571
	Expenditures					
		Grant Expenditures				
		Services & Other				
		GRANTS	51-43331-400	0	112,000	0
		WATER METER GRANT	51-43331-401	0	0	0
		INFRASTRUCTURE UPGRADE	51-43331-402	0	0	0

			CIP / RATE STUDY	51-43331-403	0	0	0
			D&E - REIMB'D BY FORGIVEN LOAN	51-43331-404	0	0	0
			Total Services & Other		0	112,000	0
			Total Grant Expenditures		0	112,000	0
			Distribution (Incl. Tank)				
			Services & Other				
			ENGINEERING	51-43310-330	0	0	0
			TECHNICAL	51-43310-340	1,917	2,500	2,582
			THAWING	51-43310-343	0	0	0
			REPAIRS & MAINTENANCE	51-43310-430	26,417	20,000	20,654
			RENTALS - EQUIPMENT & VEHICLES	51-43310-442	0	0	0
			WATERLINE PROJECT	51-43310-450	0	0	0
			Total Services & Other		28,334	22,500	23,236
			Supplies				
			GRAVEL	51-43310-612	5,419	7,000	9,100
			OPERATING SUPPLIES	51-43310-614	3,381	12,000	12,392
			MAINTENANCE SUPPLIES	51-43310-615	0	0	0
			WATER METERS	51-43310-616	0	5,000	10,000
			WATER TAP CONNECT EQUIP	51-43310-619	0	0	0
			Total Supplies		8,800	24,000	31,492
			Capital				
			FIRE HYDRANTS	51-42260-730	26,803	15,000	8,000
			IMPROVEMENTS OTHER THAN BLDGS	51-43310-730	0	0	0
			MACHINERY	51-43310-741	0	0	0
			Total Capital		26,803	15,000	8,000
			Total Distribution (Incl. Tank)		63,936	61,500	62,728
			Treatment				
			Services & Other				
			OTHER PROFESSIONAL	51-43320-330	0	0	15,000

			TECHNICAL	51-43320-340	0	0	0
			TRAINING	51-43320-341	0	0	0
			TESTING & INSPECTIONS	51-43320-345	3,519	5,714	5,901
			PERMITS	51-43320-346	1,045	4,431	4,576
			REPAIRS & MAINTENANCE	51-43320-430	6,408	10,000	10,327
			Total Services & Other		10,971	20,145	35,804
			Supplies				
			OPERATING SUPPLIES	51-43320-614	12,133	10,000	10,327
			MAINTENANCE SUPPLIES	51-43320-615	0	0	0
			ELECTRICITY	51-43320-620	3,412	4,500	4,647
			PROPANE	51-43320-622	7,998	7,770	8,024
			Total Supplies		23,544	22,270	22,998
			Capital				
			BACKHOE	51-43320-741	0	0	0
			Total Capital		0	0	0
		Total Treatment			34,515	42,415	58,802
		Source/Supply & Transmission					
			Services & Other				
			ENGINEERING	51-43330-330	0	0	0
			TECHNICAL	51-43330-340	0	0	0
			WATER LEASE	51-43330-411	0	0	0
			REPAIRS & MAINTENANCE	51-43330-430	0	10,000	10,327
			RENTALS - EQUIPMENT & VEHICLES	51-43330-442	0	0	0
			Total Services & Other		0	10,000	10,327
			Capital				
			IMPROVEMENTS OTHER THAN BLDGS	51-43330-730	3,305	15,000	15,000
			GRANT EXPENDITURES	51-43330-750	0	0	0
			DEPRECIATION	51-43330-791	58,576	0	0
			Total Capital		61,881	15,000	15,000

		Total Source/Supply & Transmission		61,881	25,000	25,327
		Administration				
		Services & Other				
		TREASURERS FEES	51-43340-310	0	0	0
		AUDIT	51-43340-321	0	0	0
		OTHER PROFESSIONAL	51-43340-330	0	0	0
		TECHNICAL	51-43340-340	3,907	7,500	7,745
		TRAINING	51-43340-341	0	2,000	2,065
		LEGAL FEES	51-43340-342	0	1,000	1,000
		PERMITS	51-43340-346	0	0	0
		ADMINISTRATIVE FEE	51-43340-350	419,395	357,366	139,150
		REPAIRS & MAINTENANCE	51-43340-430	0	0	0
		INSURANCE	51-43340-520	0	0	0
		INSURANCE-DEDUCTIBLE	51-43340-521	0	0	0
		POSTAGE	51-43340-531	0	0	0
		TELEPHONE	51-43340-532	0	0	0
		ADVERTISING	51-43340-540	0	0	0
		PRINTING & BINDING	51-43340-550	0	0	0
		TRAVEL & MEALS	51-43340-580	722	1,000	1,033
		ORGANIZATIONAL DUES	51-43340-590	57	325	336
		LEASE PAYMENTS	51-43340-800	0	0	0
		CARRIAGE HOUSE FURNACE	51-43340-801	0	0	0
		Total Services & Other		424,081	369,191	151,329
		Supplies				
		OFFICE SUPPLIES	51-43340-610	0	0	0
		OPERATING SUPPLIES	51-43340-614	0	0	0
		MAINTENANCE SUPPLIES	51-43340-615	0	0	0
		EQUIPMENT PARTS	51-43340-616	0	0	0
		LUBRICANTS	51-43340-617	0	0	0
		FUEL	51-43340-626	6,420	6,500	6,713
		DIESEL	51-43340-627	0	0	0
		Total Supplies		6,420	6,500	6,713

			Capital				
			IMPROVEMENTS OTHER THAN BLDGS	51-43340-730	0	0	0
			MACHINERY & EQUIPMENT	51-43340-741	0	0	0
			Total Capital		0	0	0
			Transfers				
			TRANSFER TO GENERAL FUND	51-43340-970	0	0	0
			Total Transfers		0	0	0
		Total Administration			430,500	375,691	158,042
		Debt Service					
			Services & Other				
			CONTRIB TO FUTURE CAP OUTLAY	51-46500-850	0	0	0
			INTEREST ON NOTES	51-47220-471	0	0	0
			Total Services & Other		0	0	0
			Capital				
			DEBT PRINCIPAL	51-47120-721	0	0	0
			CATERPILLAR LEASE PRINCIPAL	51-47120-753	0	0	0
			WATER FUND-INTEREST ON BOND	51-47210-721	0	0	0
			WATER FUND-INTEREST ON NOTES	51-47220-721	0	0	0
			CATERPILLAR LEASE INTEREST	51-47220-722	0	0	0
			CWPDA SRF LOAN DEBT PRINCIPAL	51-47220-723	0	8,488	8,488
			WATER DISPENSER LOAN	51-47220-724	0	0	0
			CWPDA SRF LOAN	51-47310-722	740	8,575	8,575
			WATER DISPENSER LOAN	51-47310-753	0	0	0
			Total Capital		740	17,063	17,063
		Total Debt Service			740	17,063	17,063
	Total Expenditures				591,573	633,669	321,962
		Beginning Fund Balance			429,363	79,332	93,936
		Ending Fund Balance			79,332	93,936	390,545

Fund	Description		ACCOUNT ID	FY23 Actual	FY24 Projected	FY25 Budgeted
REFUSE FUND						
	Revenue Source					
	Miscellaneous Revenues					
		SAN JUAN COUNTY REFUSE	53-33-720000	0	0	0
		RECYCLING REBATES - STATE	53-33-800000	8,326	0	6,000
		BEAR AWARE DONATIONS	53-38-000000	365	6,000	6,000
		TO BAL RETAINED EARNINGS	53-38-100000	0	0	0
	Total Miscellaneous Revenues			8,691	6,000	12,000
	Transfers In					
		TRANSFERS IN FROM GENERAL FUND	53-39-110000	0	106,000	46,726
	Total Transfers In			0	106,000	46,726
	Fees					
		REFUSE FEES	53-34-430000	211,934	210,979	276,453
	Total Fees			211,934	210,979	276,453
	Total Revenue Source			220,625	322,979	335,179
	Expenditures					
	Operating Expenses					
	Services & Other					
		TREASURERS FEES	53-43200-310	0	0	0
		AUDIT	53-43200-321	0	0	0
		PROF SERVICES	53-43200-330	3,095	2,000	4,000
		CONTRACT SERVICES	53-43200-340	260,693	275,643	275,643
		TRANSFER STATION LEASE	53-43200-344	0	0	0
		ADMINISTRATIVE FEE	53-43200-350	27,578	23,678	55,097
		INSURANCE	53-43200-520	0	0	0
		POSTAGE	53-43200-531	0	0	0
		PRINTING & BINDING	53-43200-550	0	0	0
		LANDFILL TIPPING FEES	53-43200-570	0	0	0
		MISCELLANEOUS EXPENSES	53-43200-801	0	0	0
	Total Services & Other			291,366	301,321	334,740

			Supplies				
			OFFICE SUPPLIES	53-43200-610	0	0	0
			OPERATING SUPPLIES	53-43200-614	0	0	0
			ELECTRICITY	53-43200-620	0	0	0
			Total Supplies		0	0	0
			Capital				
			IMPROVEMENTS OTHER THAN BLDGS	53-43200-730	0	0	0
			MACHINERY	53-43200-741	0	0	0
			DEPRECIATION	53-43200-791	0	0	0
			Total Capital		0	0	0
			Transfers				
			TRANSFER TO GENERAL FUND	53-43200-970	0	0	0
			Total Transfers		0	0	0
		Total Operating Expenses			291,366	301,321	334,740
	Total Expenditures				291,366	301,321	334,740
		Beginning Fund Balance			65,297	-32,499	9,159
		Ending Fund Balance			-32,499	9,159	9,598



AGENDA MEMO

SUBJECT: Sheriff's Request for Public Hearing: Silverton Greenworks Regulated Marijuana Business License Renewal Application
STAFF CONTACT: Melina Marks
MEETING DATE: October 14th, 2024

Overview:

The Kendall Mtn. LLC dba Silverton Greenworks renewal application was received by the Town Clerk's office on September 27th, 2024. This memo informs the Board of Trustees of Sheriff Conrad's request for a public hearing regarding this application, to be held at the next regular board meeting on October 28, 2024, if approved.

Upon receipt of the renewal application, Sheriff Conrad requested to be notified. He has indicated the need for a public hearing due to the applicant's response to question 5 on the renewal application (please see attached). Since the application was submitted to the Local Licensing Authority on September 27, 2024, the upcoming board meeting on October 28th, 2024, exceeds the required 30-day waiting period.

Next Steps:

- The Board of Trustees will need to provide direction to schedule the public hearing in response to Sheriff Conrad's request.
- A public hearing must be held not less than 30 days after the complete application has been filed, as stipulated in Sec. 6-4-100 of the Town Municipal Code, Section 12-43.3-302, C.R.S and/ or Section 12-43.4-302, C.R.S.
- The Town Clerk will ensure proper notice is posted and published at least 10 days prior to the scheduled hearing date.

Budget Impact:

There are no anticipated budget impacts associated with the scheduling of this hearing.

Staff Recommendation:

Staff recommends that the Board of Trustees approve the scheduling of a public hearing regarding the Silverton Greenworks renewal application at the next regular board meeting on October 28th, 2024.

Master Plan Priority:

Streamline, define, and refine policies and processes for clarity and predictability.

Suggested Motion or Direction:

Motion to approve/ deny the scheduling of a public hearing regarding the Kendall Mtn. LLC dba Silverton Greenworks renewal application as requested by the Sheriff.

24 05621

LOCAL AUTHORITY COPY



Colorado Marijuana Licensing Authority
Regulated Marijuana Business License Renewal Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store	<input type="checkbox"/> Tier 1 (Up to 1800 plants)	<input type="checkbox"/> Retail Marijuana Products Manufacturer	
<input type="checkbox"/> Retail Marijuana Cultivation Facility (Select Tier)	<input type="checkbox"/> Tier 2 (1801 to 3600 plants)	<input type="checkbox"/> Retail Marijuana Business Operator	
<input type="checkbox"/> Retail Marijuana Testing Facility	<input type="checkbox"/> Tier 3 (3601 to 6000 plants)	<input type="checkbox"/> Retail Marijuana Transporter	
<input type="checkbox"/> Hospitality Business	<input type="checkbox"/> Tier 4 (6001 to 10200 plants)		
<input type="checkbox"/> Hospitality and Sales Business	<input type="checkbox"/> Tier 5 (10201 to 13800 plants)		
<input type="checkbox"/> Mobile Hospitality Business	<input type="checkbox"/> Tier 5+		
<input type="checkbox"/> Hospitality Business within a Retail Food Establishment	(_____ plants in excess of 13801)		
<hr/>			
<input type="checkbox"/> Medical Marijuana Store	<input type="checkbox"/> Marijuana Research & Development Facility		
<input type="checkbox"/> Medical Marijuana Products Manufacturer	<input type="checkbox"/> Medical Marijuana Cultivation Facility		
<input type="checkbox"/> Medical Marijuana Testing Facility	<input type="checkbox"/> Class 1 (1-500 Plants)		
<input type="checkbox"/> Medical Marijuana Business Operator	<input type="checkbox"/> Class 2 (501-1500 Plants)		
<input type="checkbox"/> Medical Marijuana Transporter	<input type="checkbox"/> Class 3 (1501-3000 Plants)		
	<input type="checkbox"/> Class 3+ _____ (increments of 3000)		
Applicant's Legal Business Name (Please Print) KENDALL MTN., LLC		Marijuana License Number 402R-00264	
Registered Trade Name (DBA) SILVERTON GREEN WORKS			
Federal Taxpayer ID 46-5335081	Affiliated Colorado Sales Tax License # 30167250-0000	Name of Registered Agent (with CO SoS) COLE DAVENPORT	
Physical Address			
Street Address of Marijuana Business (include unit number) 1333 GREENE ST			
City SILVERTON	County SAN JUAN	State CO	ZIP 81433
Business Phone Number 678 372 7116	Email Address SILVERTONGREENWORKS@GMAIL.COM		
Mailing Address (if different from Business Address) *Correspondence and licenses will be mailed to this address.			
Address (include unit or apartment number) PO BOX 839			
City SILVERTON	County SAN JUAN	State CO	ZIP 81433
Primary Contact Person			
Primary Contact Person for Business COLE DAVENPORT		Primary Contact Phone Number 678 372 7116	
Primary Contact Email Address SILVERTONGREENWORKS@GMAIL.COM			

1. Do you have legal possession of the licensed premises?	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Has the applicant or any business entity owned by the applicant ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic that has been subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) fine; (6) revocation; (7) stipulation or settlement; (8) withdrawn. If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. In the past year, has the licensee (including all parent or subsidiary companies, if any) had a tax lien filed against it, or become delinquent in the payment or filing of any taxes, interest, penalties or judgments owed to the State of Colorado. If Yes, explain in detail on a separate sheet and attach copies of all available documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. In the past year, has the licensee (including all parent or subsidiary companies, if any) been indicted, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If Yes, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance. (Sealed or expunged non-convictions need not be disclosed).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the incorporation or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates? If yes, explain in detail on a separate sheet and attach copies of all available documentation concerning the changes. (i.e. New operating agreement)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ownership Structure List all CBOs 10% or greater and all Executive Officers, Managers and any other individual and/or entity that Controls the RMB.			
Name	Title	Direct Ownership % in Owner Entity	Direct Ownership % in RMB
GLE DAVENPORT	OWNER	100%	100%
7. Are there any outstanding options and/or warrants or other contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons			
8. Are there any other Persons, other than those listed in the Ownership Structure, that can Control the RMB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons			
9. Are any owners renewing their Owners Licenses with this application? If YES, then each must submit the Owner Renewal Applications (DR 8516 & DR 8581 - see website)			Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>

10. Has the applicant exercised reasonable care to confirm that its CBO's, PBO's (that are Non-Objecting PBO's), Qualified Institutional Investors and Indirect Financial Interest Holders are NOT Person(s) prohibited under Section C.R.S. 44-10-307? (Publicly Traded Companies excluded) If NO, explain on a separate sheet	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
11. Have any CBO's been removed or moved to PBO ownership status since the prior application? If YES, list and explain.	<input type="checkbox"/> <input checked="" type="checkbox"/>

Local Licensing Authority (To be filled out by licensee) Include copy of Local License or Approval			
Local Licensing Authority		Local Licensing Authority Contact Name	
Contact Phone	Contact Email		
Current License Status With Local Authority			Date of Expiration

Indirect Financial Interest Holder - List those with 2 or more interests (PBO, lease, Intellectual Property agreements, finance and/or equipment lease agreements, etc.) or loans that are 50% or more of the operating capital as defined in Rule 2-230-1(A)(3).


Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City	State	ZIP	
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City	State	ZIP	
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City	State	ZIP	
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City	State	ZIP	
List Types of Interests				

Affirmation & Consent

I, COLE, as an owner for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Renewal License Application statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name <u>KENDALL MTN., LLC</u>		Trade Name (DBA) <u>SILVERTON GREEN WORKS</u>	
Applicant's Last Name (Please Print) <u>DAVENPORT</u>	Applicant's First Name <u>COLE</u>	Applicant's Middle Name	
Signature 		REQUIRED	Date (MMDDYYYY) <u>05022024</u>

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Tax Check Authorization and Request To Release Information

I COLE am signing this waiver on behalf of MYSELF
 (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314 C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) <u>KENDALL MTN, LLC</u>		Social Security Number/Tax Identification Number <u>46-5335081</u>	
Street Address <u>1333 GREENE ST</u>	City <u>SILVERTON</u>	State <u>CO</u>	ZIP Code <u>81433</u>
Home Telephone Number		Business/Work Telephone Number <u>678 372 7116</u>	
Legal Last Name (Please Print) <u>DAVENPORT</u>	Legal First Name <u>COLE</u>	Full Middle Name	
Applicant's Signature <u>[Signature]</u>		REQUIRED	Date (MMDDYYYY) <u>08/20/24</u>
Signature of Marijuana Enforcement Division agent presenting this request		REQUIRED	Date (MMDDYYYY)

Investigation Authorization/Authorization to Release Information

I, Colt, as an owner for this licensee, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into the background of the person(s) and/or entity, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "non-public" under the provisions of state or federal laws. I understand by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, unless sealed or expunged by the court of record, even though this record may be designated as "confidential" or "non-public" under the provisions of state or federal laws.


The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant business, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name <u>KENDALL MTN., LLC</u>		Trade Name (DBA) <u>SILVERTON GREEN WORKS</u>
Applicant's Last Name (Please Print) <u>DAVENPORT</u>	Applicant's First Name <u>Colt</u>	Applicant's Middle Name
Signature <u>[Signature]</u>		Date (MMDDYYYY) <u>0802024</u>

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)		FROM: (Applicant's Printed Name) COLE DAVE PORT	
<ol style="list-style-type: none"> 1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: <ol style="list-style-type: none"> (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: (c) To place the name of the agent presenting this request in the appropriate location on this request. 5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 6. This power of attorney ends twenty-four (24) months from the date of execution. 7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. 8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original. 			
Applicant's Legal Business Name KENDALL MTN, LLC			
Trade Name (DBA) SILVERTON GREEN WORKS			
Applicant's Last Name (Please Print) DAVANTON		First Name COLE	
Signature 		Full Middle Name	
		Date (MMDDYYYY) 08/20/2024	

REQUIRED


AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to section 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, COLE, as Controlling Beneficial Owner or Manager for
Print

KENDALL MTN, LLC, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature



REQUIRED

Date (MMDDYYYY)

08202024

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to section 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, COLE, as Controlling Beneficial Owner or Manager for
Print

KENDALL MTN, LLC, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature



REQUIRED

Date (MMDDYYYY)

08202024

I was charged with assault and I got 3 months probation and a \$1000 fine.

Renewal Application Required Disclosures

- ☐ Provide a copy of the Local Licensing Authority or Local Jurisdiction approval, licensure, and/or documentation demonstrating timely submission of pending local license renewal application.
- ☐ Provide a list of any sanctions, penalties, assessments or cease and desist orders imposed by any securities regulatory agency, including but not limited to, the United States Securities and Exchange Commission or the Canadian Securities Administrators

First renewal of the year for each entity must include the following:

- ☐ Consolidated Financial Statements - (which may be prepared on either a calendar or fiscal year basis) that were prepared in the preceding 365 days, and which must include a balance sheet, a cash flow statement, and a profit & loss statement. (See separate PTC requirements on PTC Addendum)
- ☐ Audited (required for PTC only) ☐ Not Audited ☐ If available online, cite location _____
- ☐ A copy of any contracts, agreements, royalty agreements, equipment leases, financing agreement, security contract or any other IFIH required to be disclosed by Rule 2-230(A)(3).
- ☐ A copy of any management agreement(s).
- ☐ **Tax Documents** - Documentation or statement establishing compliant return filing and payment of taxes related to any RMB, in which the Person is, or was, required to file and pay taxes. (Please do not send entire tax return).

Provide each of the following (only if changed since the last submission):

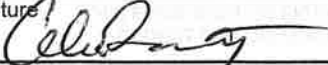
- ☐ Organizational Documents - Indicate which document is being provided.
- ☐ Articles of Incorporation ☐ By-Laws ☐ Shareholder agreement
☐ Operating Agreement for LLC ☐ Partnership Agreement for partnership ☐ No Change
- ☐ Corporate Governance Documents - Indicate which document is being provided.
- ☐ Required for Publicly Traded Companies ☐ Permitted, but not required for Privately held companies ☐ No Change
- ☐ Certificate of Good Standing from jurisdiction where Entity was formed. (Must be U.S. or country that authorizes the sale of marijuana).
- ☐ No Change
- ☐ Proof of Possession of Licensed Premises. Provide all applicable amendments and/or extensions - Indicate which document is being provided.
- ☐ Deed ☐ Lease ☐ Sublease ☐ Rental Agreement
☐ Contract ☐ Mobile Hospitality Only ☐ No Change
- ☐ Facility Diagrams - Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises and a separate plan for the Security/Surveillance, including camera location, number and direction of coverage. If the diagram is larger than 8.5x11 inches, the Licensee must also provide a PDF copy of the diagram. (Indicate which document is being provided)
- ☐ Licensed Premises ☐ Security and Surveillance ☐ No Change
- ☐ Organizational Chart, including the identity and ownership percentage of all CBO's.
- ☐ No Change
- ☐ Provide proof of general liability insurance (Hospitality renewals only)

RMB - Regulated Marijuana Business
CBO - Controlling Beneficial Owner
PBO - Passive Beneficial Owner

IFIH - Indirect Financial Interest Holder
QII - Qualified Institutional Investor

QPF - Qualified Private Fund
PTC - Publicly Traded Company

Affirmation of complete application

Signature 	REQUIRED	Printed Name COLE DAVENPORT	Date (MMDDYYYY) 08022024
---	-----------------	--------------------------------	-----------------------------



COLORADO
Department of Revenue

Marijuana Enforcement Division
1697 Cole Blvd., Suite 200
Lakewood, CO 80401

September 23, 2024

KENDALL MOUNTAIN LLC
Silverton Green Works
License Type: Retail Marijuana Store
License #: 402R-00264
Expiration date of license: 10/01/2024
1333 Greene Street
Silverton, CO 81433

To whom it may concern:

The purpose of this correspondence is to inform you that should the renewal license investigation for KENDALL MOUNTAIN LLC continue past the date of expiration for the current license, the license will be administratively continued by the State Licensing Authority pursuant to 44-10-314 until the completion of the renewal license investigation. At the completion of the renewal license investigation, the Marijuana Enforcement Division will notify you of the outcome of the investigation.

Sincerely,

Dominique Mendiola
Senior Director

October 14, 2024

5. Consent Agenda

The Consent Agenda's purpose is to group routine meeting discussion points into a single action item. If Trustees would like to pull an item from this agenda for discussion to amend or deny this can take place at the beginning of the meeting during agenda item #1 Staff and/or Board Revisions to the Agenda.

Typical items found in the consent agenda:

1. Payroll report (for transparency)
2. Meeting Minutes
3. Accounts payable (for transparency)
4. Sales Tax (for transparency)
5. YTD Actuals (for transparency)
6. Renewal Licenses
7. Special Event Applications for established events
8. Contracts

Suggested Motion:

Motion to approve the consent agenda items.

Statistical Summary

Company: Z9X - Town of Silverton Service Center: 0075 Northern California Status: Cycle Complete
 Week#: 40 Pay Date: 10/04/2024 P/E Date: 09/28/2024
 Qtr/Year: 4/2024 Run Time/Date: 16:19:32 PM EDT 10/01/2024

Taxes Debited	Federal Income Tax	3,692.54
	Earned Income Credit Advances	0.00
	Social Security - EE	2,932.26
	Social Security - ER	2,932.27
	Social Security Adj - EE	0.00
	Medicare - EE	685.75
	Medicare - ER	685.77
	Medicare Adj - EE	0.00
	Medicare Surtax - EE	0.00
	Medicare Surtax Adj - EE	0.00
	Federal Unemployment Tax	0.00
	FMLA-PSL Payments Credit	0.00
	FMLA-PSL ER FICA Credit	0.00
	FMLA-PSL Health Care Premium Credit	0.00
	Employee Retention Qualified Payments Credit	0.00
	Employee Retention Qualified Health Care Credit	0.00
	COBRA Premium Assistance Payments	0.00
	State Income Tax	1,721.93
	Non Resident State Income Tax	0.00
	State Unemployment Insurance - EE	0.00
	State Unemployment Insurance Adj - EE	0.00
	State Disability Insurance - EE	0.00
	State Disability Insurance Adj - EE	0.00
	State Unemployment/Disability Ins - ER	94.59
	State Family Leave Insurance - EE	0.00
	State Family Leave Insurance - ER	0.00
	State Family Leave Insurance Adj - EE	0.00
	State Medical Leave Insurance - EE	0.00
	State Medical Leave Insurance - ER	0.00
	State Medical Leave Insurance Adj - EE	0.00
	State Cares Fund - EE	0.00
	Transit Tax - EE	0.00
	Workers' Benefit Fund Assessment - EE	0.00
	Workers' Benefit Fund Assessment - ER	0.00
	State Child Care Fund - EE	0.00
	State Child Care Fund - ER	0.00
	Local Income Tax	0.00
	School District Tax	0.00
	Total Taxes Debited	12,745.11

Statistical Summary

Other Transfers	ADP Check Acct. No.XXXXXXXXXX8915Tran/ABAXXXXXXXXX	2,659.03		
	Full Service Direct Deposit Acct.	34,341.85		
Total Amount Debited From Your Account			49,745.99	Total Liability 49,745.99
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00		49,745.99
Taxes- Your Responsibility	None this payroll			49,745.99

Statistical Summary - Statistics

Company:Z9X - Town of Silverton
 Week#:40
 Qtr/Year:4/2024

Service Center:0075 Northern California
 Pay Date:10/04/2024
 Run Time/Date:16:19:32 PM EDT 10/01/2024

Status:Cycle Complete
 P/E Date:09/28/2024

Statistics	Amount	Number of Pays
Gross Pay	47,353.76	
Vouchers		
eVouchers		32
Checks (A)	2,659.03	3
Direct Deposits (B)	34,341.85	31
Adjustments/Prepay/Voids (C)	0.00	
Net Payroll (A + C)	2,659.03	
Net Cash (A + B)	37,000.88	
Net Pay Liability (A + B + C)	37,000.88	
Other Transfers (D)	37,000.88	
Taxes - debited from your account (E)	12,745.11	
Total Amount Debited from your Account (D + E)	49,745.99	
Taxes - your responsibility (F)	0.00	
Company Liability (C + D + E + F)	49,745.99	
Net Cash pays 1,000.00 or more		18
Flagged Pays		9

Statistical Summary - Federal Taxes

Company:Z9X - Town of Silverton
 Week#:40
 Qtr/Year:4/2024

Service Center:0075 Northern California
 Pay Date:10/04/2024
 Run Time/Date:16:19:32 PM EDT 10/01/2024

Status:Cycle Complete
 P/E Date:09/28/2024

Federal Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount
Federal Income Tax	3,692.54		46,033.36	
Social Security	2,932.26	2,932.27	47,294.60	47,294.60
Medicare	685.75	685.77	47,294.60	47,294.60
FMLA-PSL Payments Credit		0.00		
FMLA-PSL ER FICA Credit		0.00		
FMLA-PSL Health Care Premium Credit		0.00		
Employee Retention Qualified Payments Credit		0.00		
Employee Retention Qualified Health Care Credit		0.00		
COBRA Premium Assistance Amount		0.00		

Statistical Summary - State Taxes

Company:Z9X - Town of Silverton
 Week#:40
 Qtr/Year:4/2024

Service Center:0075 Northern California
 Pay Date:10/04/2024
 Run Time/Date:16:19:32 PM EDT 10/01/2024

Status:Cycle Complete
 P/E Date:09/28/2024

State Code	State Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount	Experience Rate	State Tax Rebate Amount
CO	State Income Tax	1,721.93		46,033.36			
CO	Unemployment Tax		94.59		47,294.60	0.20	

Statistical Summary - Hours & Earnings

Company:Z9X - Town of Silverton

Service Center:0075 Northern California

Status:Cycle Complete

Week#:40

Pay Date:10/04/2024

P/E Date:09/28/2024

Qtr/Year:4/2024

Run Time/Date:16:19:32 PM EDT 10/01/2024

Field Number	Hours/Earnings Code	Description	Hours	Earnings
1	Regular		1,575.13	45,268.41
2	Overtime		19.92	364.87
3	PTO	P.T.O.	88.09	1,720.48
3	CTM	Comp Time T	17.00	

Statistical Summary - Deductions

Company:Z9X - Town of Silverton

Week#:40

Qtr/Year:4/2024

Service Center:0075 Northern California

Pay Date:10/04/2024

Run Time/Date:16:19:32 PM EDT 10/01/2024

Status:Cycle Complete

P/E Date:09/28/2024

Deduction Code	Description	Deduction	Category
401	CCOERA EE 4	1,261.24	Other
AFL	AFLAC PRETAX	36.48	Other
CK1	CHECKING	30,013.53	Deposit
CK2	CHECKING	3,333.86	Deposit
DEN	Den Pre Tax	20.00	Other
SV1	SAVINGS	994.46	Deposit
VIS	Vis Pre Tax	2.68	Other



WORK SESSION & REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – Monday, September 23, 2024
Call to Order & Roll Call –Work Session 5:00pm, Regular Meeting @7:00pm

ATTENTION: The Town of Silverton Trustee meetings are being conducted in a hybrid virtual/in-person. Instructions for public participation in Town Trustee meetings are as follows:

- Zoom Webinar Link: <https://us02web.zoom.us/j/88637487127>
- By Telephone: Dial 669-900-6833 and enter Webinar ID 886 3748 7127 when prompted.
- YouTube (live and recorded for later viewing, does not support public comment):
www.youtube.com/channel/UCmJgal9lUXK5TZahHugprpQ

If you would like to make a public comment during a specific Agenda Item, please submit a request to the Town Administrator at gkaasch-buerger@silverton.co.us

MEETING PROTOCOLS: Please turn off cell phones; be respectful and take personal conversations into the lobby. The public is invited to attend all regular meetings and work sessions of the Board of Trustees. Regular Meeting Closing Public Comment must be related to an agenda item.

Present: Trustee Halvorson, Trustee Schnitker, Trustee Wakefield, Trustee Gardiner, Mayor Pro Tem Harper, Mayor Kranker

Absent: Trustee George

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, FPR Director Sarah Friden

Work Session @ 5:01pm

- 1) 2025 Draft Budget
 - Administrator Kaasch-Buerger presented the draft budget to the board and discussed capital improvement plans, ending fund balances, and expenses vs. revenues.
 - The board discussed.

Present: Trustee Halvorson, Trustee Schnitker, Trustee Wakefield, Trustee Gardiner, Trustee George, Mayor Pro Tem Harper, Mayor Kranker

Absent:

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, Community Development Director Lucy Mulvihill, PW Director John Sites, Code Officer Bevan Harris, Attorney Clayton Buchner

Regular Meeting @ 7:06pm

- 1) Staff and/or Board Revisions to Agenda
 - No revisions.
- 2) Public Comment - *Comments must be limited to three (3) minutes in duration.*
 - Melody Skinner commented on getting a cemetery survey – a topic of conversation during the previous work session. In addition, Melody further commented on the budget discussion.
- 3) Presentations/Proclamations



4) New Business

- a) PUBLIC HEARING- 24-13 OVR 1104 Blair Street: A request for exterior building alterations on an existing residential structure within the Architectural Review Overlay District (AROD) and Historic Overlay District. Applicants: Spindrift Haus LLC; Jessie Rowe and Zak Harris
- Chris Masar from CPS presented to the board regarding this project/ application.
 - Staff recommends the approval of this application with the condition that the corrugated steal siting request be non-reflective, and staff informed the board of the fee waiver request.
 - Zak Harris as the applicant read a letter to the board regarding their changes to this already approved application.
 - No public comment.
 - CDD Lucy Mulvihill reiterated that we don't have anything in our code that says that the Historic Review Committee or the Board of Trustees may control color.
 - Trustee Gardiner expressed support for the project, and it's presented revisions tonight.
 - Mayor Pro Tem Harper stated that in the past materials and color have been discussed, however the HRC did approve this project and expressed support.
 - Mayor Kranker expressed support for not regulating color.
 - Trustee George expressed support.

Trustee Gardiner moved, and Mayor Pro Tem Harper seconded to approve application 24-13 OVR 1104 Blair Street: A request for exterior building alterations on an existing residential structure within the Architectural Review Overlay District (AROD) and Historic Overlay District with the condition proposed by staff to not allow reflective corrugated metal. Passed with majority roll call vote. 6 yeas, 1 no.

Fee Waiver request motion – Trustee Schnitker moved, and Trustee Halvorson seconded (listen again).

- b) Traffic Impact Fee Amendment Discussion
- Administrator Kaasch-Buerger provided context regarding this agenda item.
 - PW Director John Sites spoke on behalf of letting local contractors be exempt from this very new piece of code and working to make this piece of code clearer and more specific.
 - Anthony Casternovia stood and spoke on behalf of his business and the major negative impact that this fee has on his local business.
 - Mayor Kranker provided some background information to the rest of the board as to where this initial code addition came from.
 - PW Director John Sites spoke about the difficulty of enforcing this and how to record which trucking companies are being used.
 - Mayor Kranker suggested allowing staff to revise the resolution and refine the policy.
 - The Trustees agreed.
 - The Trustees discussed options on how to exempt local contractors.
 - John Sites asked for clarification on direction and stated that the code language is inadequate.
 - The board agreed that there should be exemptions for local contractors and directed staff to revise the code.



- c) Resolution 2024-19 A Resolution Authorizing the Town of Silverton to Open a Cash Handling Account with Citizens State Bank for the Deposit of Large Sums of Cash

Trustee Halvorson moved, and Trustee Wakefield seconded to approve Resolution 2024-19 A Resolution Authorizing the Town of Silverton to Open a Cash Handling Account with Citizens State Bank for the Deposit of Cash with the condition that the resolution be amended to remove the term “large sums of cash”. Passed unanimously with roll call.

- d) Resolution 2024-20 A Resolution Adopting a Fee Schedule for the Use of setting Facility Rental Fees

- Mayor Kranker expressed support.
- The board expressed support.

Trustee Gardiner moved, and Trustee Schnitker seconded to approve Resolution 2024-20 A Resolution Adopting a Fee Schedule for the Use of setting Facility Rental Fees. Passed unanimously with roll call.

5) Consent Agenda

- a) Payroll
- b) Meeting Minutes 9.9.24
- Trustee Halvorson stated that her connection was lost in the last meeting, and she fell off Zoom – this was not noted in the previous minutes.
- c) Accounts Payable
- d) Letter of Support for the Durango Railroad Historical Society

Trustee George moved, and Mayor Pro Tem Harper seconded to approve the Consent Agenda. Passed unanimously with roll call.

6) Staff Reports

- Administrator Kaasch-Buerger provided a grant update.

7) Committee/Board Reports

- a) 9.10 Historic Review Committee
- Mayor Pro Tem Harper provided an overview.
- b) 9.16 Finance Committee Meeting
- Mayor Kranker provided an overview.
- c) 9.17 Planning Commission Meeting
- Trustee Halvorson and Mayor Pro Tem Harper provided an overview.
- d) 9.18 BPMD Meeting
- Trustee Halvorson provided an update.

8) Trustee Reports

- Trustee Gardiner provided an update on the Board of Adjustments meeting.
- Mayor Kranker spoke about the success of the 150th Anniversary party.
- Mayor Kranker reminded the community that there will be a wildlife discussion at town hall this Thursday the 26th.
- Mayor Pro Tem Harper complimented CDD Lucy Mulvihill’s work last week.

9) Continued Business

- a) PUBLIC HEARING- Second Reading for Adoption of Ordinance 2024-08 An Ordinance of the Town of Silverton Amending Article 8 Chapter 10 of the Silverton Municipal Code Opting Out of the Enforcement of Senate Bill 24-131.



Trustee Wakefield moved, and Trustee Schnitker seconded to approve the Adoption of Ordinance 2024-08 An Ordinance of the Town of Silverton Amending Article 8 Chapter 10 of the Silverton Municipal Code Opting Out of the Enforcement of Senate Bill 24-131. Passed unanimously with roll call.

- b) PUBLIC HEARING—Second Reading for Adoption of Ordinance 2024-09 An Ordinance of the Town of Silverton Amending Chapter 2 Article 2 Section 110 of the Silverton Municipal Code Repealing the Use of Robert’s Rules of Order and Adopting Bob’s Rules of Order as the Guiding Parliamentary Rules for Town Meetings.

Trustee Gardiner moved, and Trustee Wakefield seconded to approve the Adoption of Ordinance 2024-09 An Ordinance of the Town of Silverton Amending Chapter 2 Article 2 Section 110 of the Silverton Municipal Code Repealing the Use of Robert’s Rules of Order and Adopting Bob’s Rules of Order as the Guiding Parliamentary Rules for Town Meetings. Passed unanimously with roll call.

10) Public Comment

- No public comment

Adjourn @ 8:54pm

Up-coming Meeting Dates:

9.25 @ 4pm Utility Committee Meeting

9.26 @ 6pm Wildlife Coalition Information Night

10.8 @ 5pm Trustee Retreat

10.14 @ 5pm LUC Work Session

10.14 @ 7pm Regular Meeting

End of Agenda

Report Criteria:

Report printed and checks created

Due Date	Vendor Number	Name	Invoice Number	Net Due Amount	Pay	Payment Amount	Discount Amount	Remittance
10/14/2024	2195	21 Stinger LLC	10/3/2024	2,702.19	Y	2,702.19	.00	Vendor Address
10/14/2024	3	4 CORNERS POWER GENER	04016	2,402.08	Y	2,402.08	.00	Vendor Address
10/14/2024	2178	Alice Rico	9/23-10/7	1,050.00	Y	1,050.00	.00	Vendor Address
10/14/2024	180	BOB'S JOHNS	922199	1,250.00	Y	1,250.00	.00	Vendor Address
10/14/2024	220	Bruin Waste Management	9/24	27,118.16	Y	27,118.16	.00	Vendor Address Waste management
10/14/2024	241	Callaway Packing Inc.	07432- C3	4,406.35	Y	4,406.35	.00	Vendor Address
10/14/2024	259	CASELLE INC	135829	551.00	Y	551.00	.00	Vendor Address
10/14/2024	272	CEBT	2024-11	16,905.36	Y	16,905.36	.00	Vendor Address Health Insurance
10/14/2024	322	CJB Auto Supply	9/24 3310	752.76	Y	752.76	.00	Vendor Address
10/14/2024	326	Clayton M. Buchner, Attorney a	0858	1,539.00	Y	1,539.00	.00	Vendor Address
10/14/2024	407	Community Planning Strategies	2024-0155	5,036.50	Y	5,036.50	.00	Vendor Address
10/14/2024	2174	Element Engineering, LLC	9/1/24-9/3	1,980.00	Y	1,980.00	.00	Vendor Address
10/14/2024	686	FOUR CORNERS WELDING	DD314160	260.64	Y	260.64	.00	Vendor Address
10/14/2024	895	Image Net Consulting, LLC	83070048	266.11	Y	266.11	.00	Vendor Address
10/14/2024	2194	Ironwood Consulting Inc	4801	29,723.87	Y	29,723.87	.00	Vendor Address Wetland mapping
10/14/2024	959	JLM Tire	679697	2,265.00	Y	2,265.00	.00	Vendor Address
10/14/2024	966	John Girodo	10/24 REI	136.31	Y	136.31	.00	Vendor Address
10/14/2024	2196	John Sites	10/9/24 H	236.31	Y	236.31	.00	Vendor Address
10/14/2024	2156	La Plata County Public Health	9114	331.10	Y	331.10	.00	Vendor Address
10/14/2024	2121	Peak Companies	1424004 &	160.00	Y	160.00	.00	Vendor Address
10/14/2024	2130	Professional Management Solu	84982	6,623.75	Y	6,623.75	.00	Vendor Address
10/14/2024	1425	QUILL CORPORATION	40747766	62.58	Y	62.58	.00	Vendor Address
10/14/2024	2181	Ramboll Americas Engineering	19400596	4,286.36	Y	4,286.36	.00	Vendor Address
10/14/2024	2181	Ramboll Americas Engineering	19400596	2,418.65	Y	2,418.65	.00	Vendor Address
10/14/2024	2181	Ramboll Americas Engineering	19400597	1,122.70	Y	1,122.70	.00	Vendor Address
10/14/2024	1521	ROCKY MOUNTAIN SUPPLY	16702	946.00	Y	946.00	.00	Vendor Address
10/14/2024	1575	SAN JUAN COUNTY SHERIFF	0809-2024	55,515.66	Y	55,515.66	.00	Vendor Address Sheriff Dept
10/14/2024	1598	SAN MIGUEL POWER ASSOC	9/30/2024	5,616.83	Y	5,616.83	.00	Vendor Address
10/14/2024	2119	Sarah Moore	24-20	1,869.50	Y	1,869.50	.00	Vendor Address
10/14/2024	1664	SILVERTON GROCERY	5522 SEP	357.35	Y	357.35	.00	Vendor Address
10/14/2024	1666	SILVERTON HARDWARE	2410-3230	709.37	Y	709.37	.00	Vendor Address
10/14/2024	1670	SILVERTON LP GAS	09495 & 0	729.60	Y	729.60	.00	Vendor Address
10/14/2024	1686	SILVERTON STANDARD & TH	202540	1,512.00	Y	1,512.00	.00	Vendor Address
10/14/2024	1691	SILVERTON-SAN JUAN FIRE	2024 4TH	13,687.50	Y	13,687.50	.00	Vendor Address Fire Dept.
10/14/2024	1733	SOUTHWESTERN SYSTEMS,	203393	25,676.32	Y	25,676.32	.00	Vendor Address Sewer cleaning
10/14/2024	1821	TEDS RENTAL & SALES	265964	166.89	Y	166.89	.00	Vendor Address
10/14/2024	1837	THE CLEAN TEAM	736920	1,475.00	Y	1,475.00	.00	3
10/14/2024	1852	The WhistleStop	1666	2,367.86	Y	2,367.86	.00	Vendor Address
10/14/2024	1948	UTILITY NOTIFICATION CENT	22409132	34.83	Y	34.83	.00	Vendor Address
10/14/2024	1959	Vero Fiber Networks, LLC	INV-VFN-7	160.65	Y	160.65	.00	Vendor Address
Totals:				224,412.14		224,412.14	.00	

Number of invoices to be fully paid: 40
 Number of invoices to be partially paid: 0
 Number of invoices with no payment: 0
 Total number of invoices listed: 40
 Total checks from invoices selected: 38
 Total adjustment checks: 0
 Total adjusted invoices: 0
 Total negative checks not created: 0

Cash Requirements Summary

Date	Net Due Amount	Payment Amount	Discount Taken
10/14/2024	224,412.14	224,412.14	.00
	224,412.14	224,412.14	.00

Complete

Yes

Town of Silverton 5% Total Sales Tax Collection

2 months in the rear

Row Labels	Column Labels							Change from year prior							Change from year prior (%)						
	Combined sales tax receipts							2018	2019	2020	2021	2022	2023	2024	2018	2019	2020	2021	2022	2023	2024
Complete months (YTD)	\$661,177	\$860,997	\$779,175	\$1,208,259	\$1,225,982	\$1,348,021	\$1,362,138	\$199,820	-\$81,822	\$429,084	\$17,723	\$122,039	\$14,117		30%	-10%	55%	1%	10%	1%	
1	\$21,571	\$22,639	\$34,825	\$51,466	\$59,049	\$52,640	\$57,203	\$1,068	\$12,186	\$16,641	\$7,583	-\$6,410	\$4,564		5%	54%	48%	15%	-11%	9%	
2	\$29,552	\$31,685	\$47,673	\$54,916	\$69,617	\$60,289	\$62,813	\$2,133	\$15,988	\$7,243	\$14,701	-\$9,328	\$2,524		7%	50%	15%	27%	-13%	4%	
3	\$27,249	\$41,082	\$42,112	\$56,087	\$100,503	\$66,074	\$67,962	\$13,833	\$1,031	\$13,974	\$44,416	-\$34,429	\$1,889		51%	3%	33%	79%	-34%	3%	
4	\$30,782	\$95,301	\$45,547	\$56,689	\$73,587	\$70,373	\$80,987	\$64,519	-\$49,754	\$11,142	\$16,898	-\$3,214	\$10,614		210%	-52%	24%	30%	-4%	15%	
5	\$26,325	\$39,113	\$30,192	\$74,733	\$72,096	\$79,287	\$86,738	\$12,788	-\$8,921	\$44,541	-\$2,637	\$7,191	\$7,451		49%	-23%	148%	-4%	10%	9%	
6	\$20,876	\$26,150	\$26,612	\$53,071	\$50,652	\$118,620	\$55,031	\$5,274	\$463	\$26,459	-\$2,418	\$67,968	-\$63,589		25%	2%	99%	-5%	134%	-54%	
7	\$65,849	\$62,039	\$35,471	\$91,726	\$88,207	\$53,803	\$114,400	-\$3,810	-\$26,568	\$56,255	-\$3,519	-\$34,404	\$60,598		-6%	-43%	159%	-4%	-39%	113%	
8	\$99,552	\$131,639	\$111,567	\$238,529	\$202,941	\$230,955	\$229,211	\$32,087	-\$20,072	\$126,962	-\$35,588	\$28,014	-\$1,744		32%	-15%	114%	-15%	14%	-1%	
9	\$188,368	\$222,786	\$212,227	\$290,429	\$269,781	\$318,372	\$315,873	\$34,418	-\$10,559	\$78,202	-\$20,648	\$48,591	-\$2,499		18%	-5%	37%	-7%	18%	-1%	
10	\$151,055	\$188,565	\$192,949	\$240,614	\$239,549	\$297,609	\$291,920	\$37,510	\$4,384	\$47,665	-\$1,065	\$58,060	-\$5,689		25%	2%	25%	0%	24%	-2%	
Incomplete months	\$225,034	\$262,177	\$293,138	\$395,318	\$371,025	\$448,732		\$37,143	\$30,961	\$102,180	-\$24,293	\$77,707	-\$448,732		17%	12%	35%	-6%	21%	#NULL!	
11	\$163,255	\$182,168	\$190,968	\$234,204	\$226,111	\$293,745		\$18,913	\$8,800	\$43,236	-\$8,093	\$67,634	-\$293,745		12%	5%	23%	-3%	30%	#NULL!	
12	\$61,779	\$80,009	\$102,170	\$161,114	\$144,914	\$154,987		\$18,230	\$22,161	\$58,944	-\$16,200	\$10,073	-\$154,987		30%	28%	58%	-10%	7%	#NULL!	
Grand Total	\$886,211	\$1,123,174	\$1,072,313	\$1,603,577	\$1,597,007	\$1,796,753	\$1,362,138	\$236,963	-\$50,861	\$531,264	-\$6,570	\$199,746	-\$434,615		27%	-5%	50%	0%	13%	-24%	



1360 Greene Street
Silverton, CO 81433
970.387.5522

October 14, 2024

The Honorable Cleave Simpson
Colorado State Senate
200 E. Colfax Avenue
Denver, CO 80203

Dear Senator Simpson,

We, the Board of Trustees of the Town of Silverton, are writing to express our full support for the Colorado Association of Ski Towns' proposed implementation of an Empty Home Tax. As the governing body of a small and unique community, we believe this measure could play a vital role in ensuring the sustainability and vibrancy of Silverton and similar towns throughout Colorado.

Silverton, with its population of just over 600 residents, faces significant challenges in maintaining and improving the infrastructure necessary to support our community, as well as the growing number of visitors drawn to the area. The limited tax base of our small year-round population means that it is increasingly difficult to generate the revenue needed to maintain essential services such as road maintenance, water and sewer infrastructure, emergency services, and public amenities.

The housing market in Silverton, like in many Colorado ski towns, has seen a rise in second homes and vacation properties, many of which sit empty for much of the year. This growing number of unoccupied homes is contributing to an increased strain on our infrastructure without a corresponding contribution to our local tax base. Implementing an Empty Home Tax would provide Silverton with much-needed revenue to support our town's infrastructure and services while encouraging more full-time residency, which would strengthen our community and local economy.

The Empty Home Tax proposal aligns with Silverton's commitment to fostering a resilient and sustainable town, and we believe it would provide a fair and necessary solution to address the challenges we face. We urge you to support this legislation and advocate for its passage in the Colorado General Assembly. By doing so, you will be helping Silverton, and other small towns like ours, remain vibrant, functional, and welcoming to both residents and visitors alike.

We appreciate your attention to this important issue and look forward to your support in ensuring that the needs of small communities like Silverton are heard and addressed.

Sincerely,

Dayna Kraker
Mayor



1360 Greene Street
Silverton, CO 81433
970.387.5522

October 14, 2024

The Honorable Barbra McLachlan
Colorado House of Representatives
200 E. Colfax Avenue
Denver, CO 80203

Dear Representative McLachlan,

We, the Board of Trustees of the Town of Silverton, are writing to express our full support for the Colorado Association of Ski Towns' proposed implementation of an Empty Home Tax. As the governing body of a small and unique community, we believe this measure could play a vital role in ensuring the sustainability and vibrancy of Silverton and similar towns throughout Colorado.

Silverton, with its population of just over 600 residents, faces significant challenges in maintaining and improving the infrastructure necessary to support our community, as well as the growing number of visitors drawn to the area. The limited tax base of our small year-round population means that it is increasingly difficult to generate the revenue needed to maintain essential services such as road maintenance, water and sewer infrastructure, emergency services, and public amenities.

The housing market in Silverton, like in many Colorado ski towns, has seen a rise in second homes and vacation properties, many of which sit empty for much of the year. This growing number of unoccupied homes is contributing to an increased strain on our infrastructure without a corresponding contribution to our local tax base. Implementing an Empty Home Tax would provide Silverton with much-needed revenue to support our town's infrastructure and services while encouraging more full-time residency, which would strengthen our community and local economy.

The Empty Home Tax proposal aligns with Silverton's commitment to fostering a resilient and sustainable town, and we believe it would provide a fair and necessary solution to address the challenges we face. We urge you to support this legislation and advocate for its passage in the Colorado General Assembly. By doing so, you will be helping Silverton, and other small towns like ours, remain vibrant, functional, and welcoming to both residents and visitors alike.

We appreciate your attention to this important issue and look forward to your support in ensuring that the needs of small communities like Silverton are heard and addressed.

Sincerely,

Dayna Kraker
Mayor



AGENDA MEMO

SUBJECT: Department of Revenue Memorandum of Understanding
MEETING DATE: October 14, 2024
STAFF CONTACT: Gloria Kaasch-Buerger

Overview:

This Memorandum of Understanding with the Department of Revenue allows the Town Administrator to view confidential tax information and needs to be renewed annually by the BOT. This MOU ensures that the administrator will safeguard the confidential information and maintain accurate records.

Budget Impact:

None

Staff Recommendation:

The Town Administrator recommends this action.

Trustee Priority:

None

Motion or Direction:

Included in Consent Agenda for approval.

Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as "Jurisdiction")

of _____ appoints

(Name) _____ (Title) _____, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of	Date
Jurisdiction Mailing Address	Appointee Phone Number
Appointee Name**	Title
Appointee Signature	Appointee Email ***
Name of Chief Administrative Officer or Designee*	Title
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email
Department of Revenue Approval	
By	Title Deputy Executive Director

* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

** I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

*** Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

Renewal Application Information LOCAL AUTHORITY COPY

At this time, Social Equity Fees cannot be paid when utilizing online application submission. Please use the hard copy applications, which can be dropped off or mailed to the MED Lakewood office, or an appointment can be made to submit the application in person at the MED Lakewood office.

Renewal Application Instructions and Checklist

Answer every question. If a question doesn't apply, indicate with an NA. All renewals should be submitted prior to expiration.

The disclosure requirements and the main application must be completed in full by all applicants. If this renewal includes a PTC, QPF, QII, Mobile Hospitality, or MOP, the appropriate addendum must also be completed.

NOTE: There is no longer a grace period for the renewal of RMB licenses. If your license expires, you will need to cease operations and reapply for a new RMB license and pay all required fees.

See fee table on website: <https://sbg.colorado.gov/marijuana-enforcement>

All Forms Signed & Attached

Each of the following forms must be completed and signed by a CBO of the RMB and included with the application:

- Affirmation & Consent
- Tax Check Authorization
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Reasonable Care
- Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request. Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

Please go [here](#) for the affidavits and release packet - (use this only if a CBO is NOT filling out this application.)

Business Information

Applicant's Legal Business Name : KIND SILVERTON LLC

License Number : 402R-01021

License Type : Retail Marijuana Store

License Expiration Date : 09/14/2024

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed :

If renewing a hospitality business, choose additional type below, (if applicable).

Mobile, etc. :

List all Registered Trade names here. If you do not have a trade name, please put N/A.

Trade Name(s) (DBA) : THE KIND CASTLE

Federal Taxpayer ID (FEIN) : 844041657

Colorado Sales Tax License # : 41515858-0001

Name of Registered Agent : TREVOR MCGARVEY

Ownership Type : LLC

Physical Address

Street Address of Marijuana Business : 1215 Blair Street

City : Silverton

County : San Juan

State : Colorado - CO

ZIP : 81433

Country : United States

Phone Number : 9707735463

Business Email : john@kindcastle.com

Mailing Address

Mailing Address (include suite or apt. #) : P. O. Box 687

City : Glenwood Springs

County : Colorado

State : Colorado - CO

Zip : 81602

Country : United States

Primary Contact Person

Primary Contact Person for Business (Full name) : JOHN DYET

Phone Number : (970)-773-5463

Email : JOHN@KINDCASTLE.COM

Questions

Is the licensee (including any of the partners, if a partnership; members or manager, if a limited liability company; or officers, stockholders or directors, if a corporation) under the age of twenty-one years?

Yes/No : No

Has the applicant or any business entity owned by the applicant, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic?

Yes/No : Yes

If yes, has it been subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) fine; (6) revocation; (7) stipulation or settlement; (8) withdrawn.

Field6-17 :

Please attach any applicable supporting documents.

SupportingDocumentation:

Do you have legal possession of the licensed premises?

Yes/No : Yes

Since the last renewal, has the licensee (including all parent or subsidiary companies, if any) had a tax lien filed against it, or become delinquent in the payment or filing of any judgments, taxes, interest or penalties owed to the State of Colorado.

Yes/No : No

Since the last renewal, has the licensee (including all parent or subsidiary companies, if any), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty.

Yes/No : No

Since the last renewal, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the incorporation or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates?

Yes/No : No

Ownership Structure

List Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, managers and any other individual that Controls the RMB.

Corporate Owners:

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : JOHN

Middle Name :

Last Name : DYET

Business Associated With : KIND SILVERTON

Ownership Percentage in Controlling Entity/Parent Company : 0

Ownership Percentage in Applicant : 100

If a CBO is NOT filling out this application, then upload a completed affirmation and release packet here for at least one Controlling Beneficial Owner.

affirmationpacket:

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

Yes/No : No

Are there any other Persons, other than those listed in the Ownership Structure, that can control the RMB?

Yes/No : No

Are any owners renewing their Owners Licenses with this application?

Yes/No : No

Has the applicant exercised reasonable care to confirm that its CBO's, PBO's (that are Non-Objecting PBO's), Qualified Institutional investors and Indirect Financial Interest Holders are NOT Person(s) prohibited under Section C.R.S. 44-10-307? (Publicly Traded Companies excluded)

Yes/No : Yes

Have any CBO's been removed or moved to PBO ownership status since the prior application?

Yes/No : No

Have there been any changes to the licensed premises as defined in Rule 2-260. If YES, fill out and provide details on Addendum E (Modification of Premises), included in this form.

Yes/No : No

List all Indirect Financial Interest Holders (if applicable).

Interest Holder:

Local Licensing Authority

Local Licensing Authority (Type NA if not applicable) : TOWN OF SILVERTON

Local Licensing Authority Contact Name (if known) : LISA ADAIR

Contact Phone Number (if known) : (970) 387-5522

Contact Email (if known) : ladair@silverton.co.us

Current License Status with Local Authority

Status : ACTIVE

Local License Expiration

Date of Expiration : 09/14/2024

Renewal Required Disclosures

Provide a copy of the Local Licensing Authority or Local Jurisdiction approval, licensure, and/or documentation demonstrating timely submission of pending local license renewal application.

CopyofLocallicense:

PENDING APPROVAL.docx

Provide a list of any sanctions, penalties, assessments or cease and desist orders.

List here :

First renewal of the year for each entity must include the following:

Consolidated Financial Statements prepared in the preceding 365 days (either calendar or fiscal year basis).

FinancialStatements:

Have your financial statements been audited? (Audited required for PTC)

Yes/No : No

If available online, cite location.

Online Location :

Provide a copy of any contracts, agreements, royalty agreements, equipment leases, financing agreement, security contract or any other IFIH required to be disclosed by Rule 2-230(A)(3).

Agreements:

Provide a copy of any management agreement(s).

Copyofmanagementagreements:

Tax Documents establishing compliant return filing and payment of taxes related to any RMB, in which the Person is, or was, required to file and pay taxes. (Do not include entire tax return).

Taxdocumentation:

Provide each of the following (only if changed since the last submission):

Organizational Documents- Choose which is being provided.

Choose one : No Change

Upload document

Orgdocs:

Corporate Governance Document- Choose one

Choose one : No Change

Certificate of Good Standing from jurisdiction where Entity was formed. (If no change, click selection below).

CertificateGoodStanding:

If no change, check box.

No Change : ☒

Provide Proof of Possession of Licensed Premises, including any amendments and/or extensions. Choose which is being provided.

Deed, lease, etc. : Lease

Upload proof of possession document here.

proofposdoc:

LeaseAgreement_Silverton_1215BlairSt.pdf

Facility Diagrams- Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises AND a separate plan for the Security/Surveillance, including camera location, number and direction of coverage.

Facility Diagrams:

If no change to facility and security, check box below.

No Change : ☒

Organizational Chart, including the identity and ownership percentage of all CBO's. (If no change check box below).

OrganizationalChart:

If no change to organizational chart, check box below.

No change to Org chart : ☒

Affirmation & Consent

I state under Penalty for offering a false instrument for recording, pursuant to 18-5-114 C.R.S., that the entire Renewal Employee License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that

misrepresentation or failure to reveal information requested, may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements, may be grounds for denial of a Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

I Accept : ☒

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☒

Applicant's Signature : JOHN DYET, MEMBER

Date : 09/11/2024

Tax Check Authorization and Request To Release Information

I am signing this waiver on behalf of the "Applicant/Licensee" to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee. The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information.

This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license. Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information:

Name, address, phone number, and SSN (previously requested on this application).

I Accept : ☒

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☒

Legal Last Name : DYET

Legal First Name : JOHN

Legal Middle Name : OLIVER

Signature : JOHN DYET, MEMBER

Date : 09/11/2024

Investigation Authorization/Authorization to Release Information

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents

or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

I Accept : ☒

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☒

Applicant's Signature : JOHN DYET, MEMBER

Date : 09/11/2024

Applicant's Request to Release Information

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit:
6. (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might;
7. (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
8. (c) To place the name of the agent presenting this request in the appropriate location on this request.
9. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or

substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

10. This power of attorney ends twenty-four (24) months from the date of execution.

11. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that he/she is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.

12. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

13. I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.

14. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☒

Applicant's Signature : JOHN DYET, MEMBER

Date : 09/11/2024

Reasonable Care (Choose one)

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Field 11-2 : JOHN DYET

, as Controlling Beneficial Owner or Manager for

Field 11-5 : KIND SILVERTON LLC

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative : JOHN DYET, MEMBER

Date : 09/11/2024

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to subsections 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Field 11-13 :

, as Controlling Beneficial Owner or Manager for

Field 11-15 :

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative :

Date :

Addendum A - Publicly Traded Company

Stock Trading Symbol :

NAICS/SIC Code :

Name of Exchange(s) traded on :

Identify all regulatory agencies with oversight over the company's securities

Regulatory Agency:

Reporting agencies required reports submitted on: :

Provide a list of sanctions, penalties, assessments, or cease and desist orders by any securities regulatory agency, including but not limited to the US Securities and Exchange Commission or the Canadian Securities Administrators.

uploadlistsanc:

Attach the most recent list of Non-Objecting Beneficial owners possessed by the PTC. (First renewal of the year only).

NonObjectingBeneown:

If there have been any changes in the business objectives of the Publicly Traded Company, provide documentation that establishes it still qualifies to hold a RMB license as referenced in 44-10-103 (50).

Description :

Attach documents requiring divestiture of any CBO that is prohibited by Section 44-10-307 that has had his or her Owner's License revoked or has been found unsuitable.

DivestiturePlan:

If the Licensee or RMB is required to have audited financial statements by another regulator (e.g. United States Securities and Exchange Commission or the Canadian Securities Administrators) the financial statements provided to the Division must be audited and must also include all footnotes, schedules, auditors' report(s), and auditor's opinion(s). If the financial statements are publicly available on a website (e.g. EDGAR or SEDAR), the Licensee or RMB may provide notification of the website link where the financial statements can be accessed in lieu of hardcopy submission.¶
(See Rule 2-225(G)(4)(a))

auditedfindocs:

Questions

Confirm that the PTC is current with all required filings pursuant to any applicable requirements by any securities regulatory authority including, but not limited to, the United States Securities and Exchange Commission or the Canadian Securities Administrators.

Current/Not Current :

Confirm that ALL required findings of suitability have been obtained PRIOR TO the PTC becoming a CBO.

Yes/No :

Confirm that all mandatory filings for CBO's as required by any securities regulatory authority, including, but not limited to the United States Securities and Exchange Commission or the Canadian Securities Administrators, have been filed and the MED has been provided concurrent notice with the filing.

Yes/No :

Addendum B- Qualified Private Fund

Identify all regulatory agencies with oversight over the QPF's securities.

Regulatory Agency Name(s):

Reporting agencies required reports submitted on: :

Provide a list of sanctions, penalties, assessments, or cease and desist orders by any securities regulatory agency, including but not limited to the US Securities and Exchange Commission or the Canadian Securities Administrators.

Field11-9sanc:

Questions

Confirm that the QPF is current with all required filings pursuant to any applicable requirements by any securities regulatory.

Current/Not Current :

Confirm that ALL required findings of suitability, including all QPF managers, investment advisers, investment adviser representatives, any trustee or equivalent, and any other person that controls the investment in, or management or operations of, the RMB, have been obtained SINCE the QPF became effective.

Yes/No :

Addendum C- Qualified Institutional Investor

Provide identities of all Regulators with oversight over the QII's securities

QII Regulators:

Reporting agencies required reports submitted on: :

List of Sanctions, penalties, assessments, or cease and desist orders by any securities regulatory agency, including but not limited to the United States Securities and Exchange Commission or the Canadian Securities Administrators.

listsanc:

Attach the most recent list of PBO's possessed by the QII.

pbosbytheqii:

Questions

Confirm that the QII is current with all required filings pursuant to any applicable requirements by any securities regulatory.

Current/Not Current :

Confirm that ALL required findings of suitability including all QII managers, investment advisers, investment adviser representatives, any trustee or equivalent, and any other person that controls the investment in, or management or operations of, the RMB have been obtained PRIOR TO the QII becoming effective

Yes/No :

Addendum D- Mobile Hospitality

Vehicle Make :

Vehicle Model :

Vehicle Year :

License Plate Number :

VIN :

PUC Permit Number :

Is the mobile premises compliant with all state and local registration and permitting requirements?

Yes/No :

Provide the following:

- a. Documentation that the mobile licensed premises is owned or leased by the Marijuana Hospitality Business.
- b. The automatic Vehicle Identification Tag (if applicable).
- c. A copy of a valid permit issued by the Public Utilities Commission (PUC) to the licensed hospitality business.

Upload above required documents here (.HEIC file extensions NOT supported).

documentation:

By signing below, you affirm that the mobile licensed premises has or will have the following prior to operation:

- a. A global position system for tracking of the mobile licensed premises.
- b. Written standard operating procedures that address the logging of the route(s).
- c. Video surveillance inside of the licensed premises, including entry and exit points to the mobile licensed premises and the driver's area of the vehicle.
- d. Proper ventilation within the vehicle, which includes, if marijuana is smoked or vaped in the licensed premises, that air is not circulated into the driver's area of the licensed premises.
- e. Policies and procedures to ensure that no Regulated Marijuana is possessed or consumed in the area designated to seat the driver and front seat passenger in the licensed premises.
- f. Methods to ensure consumption activity is not visible outside the vehicle.
- g. Policies, procedures or other measures to ensure that consumers are prohibited from entering the driver's area of the mobile licensed premises.
- h. The Marijuana Hospitality Business license is displayed on the dashboard of the mobile licensed premises.

Signature :

Date :

Addendum E - Modification of Premises

MODIFICATION OF PREMISES

Describe change in detail here. NOTE: "Complete remodel" or "See floor plans" will not be accepted.

Describe :

Attach a diagram of the current licensed premises, including security equipment locations.

diagram:

Licensees are required to comply with any Local Licensing Authority or Local Jurisdiction requirements regarding changes, alterations, or modifications to the Licensed Premises. Attach evidence of Local Licensing Authority consent here (if applicable):

Attach here.

laapproval:

MOP - OATH OF APPLICANT

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

Signature of Owner/Principal :

Date :

Affirmation of Complete Application

I affirm that I have submitted a complete application and by selecting the "I Affirm and Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Affirm and Accept : ☒

Signature

Field 14-2sign : JOHN DYET, MEMBER

Date : 09/11/2024

Customer Survey

You can scroll to the bottom and click "Finish" to move directly to the PAYMENT SCREEN if you don't want to take the survey.

If you choose to take the survey, the PAYMENT SCREEN will come up after you click the "Finish" button. Your application is not completed until you have paid and reached the confirmation screen.

We would like to know your experience with this online application process and if you have suggestions on how we can improve it. Please take a few minutes to complete this **VOLUNTARY** questionnaire to help us serve you better. (You may skip this survey and submit your application by clicking the finish button.) Thank you.

Please review the options below and tell us why you chose to apply online (please select all that apply):

Convenience : ☐

Faster Service : ☐

Time Savings : ☐

I thought it was the only option : ☐

Other : ☐

Please tell us where you learned about the online application process.

Please tell us where you learned about the online application process. :

On a scale of 1-5, with 1 being not convenient and 5 being very convenient, how convenient was the online application for you to complete?

How convenient was the online application for you to complete? :

On a scale of 1-5, with 1 being hard and 5 being very easy, did you find the online application process easy to understand?

Did you find the online application process easy to understand? :

On a scale of 1-5, with 1 being unsatisfied and 5 being very satisfied, rate your overall online application experience.

Please rate your overall online application experience. :

Do you have any comments to help us improve the online application process?

Comments :

Would you like a team member to contact you about your comments?

Want to be contacted :



COLORADO
Department of Revenue

Marijuana Enforcement Division
1697 Cole Blvd., Suite 200
Lakewood, CO 80401

September 12, 2024

KIND SILVERTON LLC
THE KIND CASTLE
License Type: Retail Marijuana Store
License #: 402R-01021
Expiration date of license: 09/14/2024
1215 Blair Street
Silverton, CO 81433

To whom it may concern:

The purpose of this correspondence is to inform you that should the renewal license investigation for KIND SILVERTON LLC continue past the date of expiration for the current license, the license will be administratively continued by the State Licensing Authority pursuant to 44-10-314 until the completion of the renewal license investigation. At the completion of the renewal license investigation, the Marijuana Enforcement Division will notify you of the outcome of the investigation.

Sincerely,

Dominique Mendiola
Senior Director

October 14, 2024

6. Staff Reports

Staff submits a department report to the Trustees that covers projects updates, meetings, grants, and items for immediate consideration. If a Trustee desires to know more about the report, the Staff is typically available to answer their question, or the Town Administrator will research the question and report back to the Board of Trustees. Staff submits a report once a month and are currently able to pick which meeting depending on their workload.



CAG update

From Parker Newby <psnewby9300@gmail.com>

Date Wed 10/2/2024 10:57 AM

To Dayna Kranker <dkranker@silverton.co.us>; Jim Harper <jharper@silverton.co.us>; Tyler George <tgeorge@silverton.co.us>; Carl Schnitker <cschnitker@silverton.co.us>; Ron Wakefield <rwakefield@silverton.co.us>; Amie Gardiner <agardiner@silverton.co.us>; Lindsey Halvorson <lhalvorson@silverton.co.us>

Cc Gloria Kaasch-Buerger <gkaasch-buerger@silverton.co.us>; Anthony Edwards <bpmd@sanjuancolorado.us>

Hello Trustees,

The Citizens Advisory Group has had a busy summer meeting with EPA and other agencies at our regular meetings. The CAG meeting schedule has been modified so that we will be meeting publicly 6 times per yer or roughly every other month. Between these meetings we will be having CAG only discussion meetings and Work Group meetings that will focus on specific activities and project areas. Specific project area Work Groups were created to dive in deeper with EPA and review documents and processes that occur between public facing EPA events. The Howardsvillle area and the water treatment plant in Gladstone are two Work Groups that have been active over the last couple months.

The Howardsville Work Group has met with EPA, other agencies, and stakeholders regarding the anticipated cleanup of the tailings pond area at Howardsville. This area contributes significant amounts of Zinc into the Animas River and EPA is in their Focused Feasibility Study phase of determining a remediation action. The Work Group has met on site with EPA and has reviewed technical memos generated by EPA's consultants. It has been a wade through the weeds! However, EPA has been receptive to our input and we are glad for the opportunity to share local knowledge with them.

The Cement Creek Water Treatment Plant Work Group just completed a tour of other mine water treatment plants in Colorado. This was an opportunity for CAG members and community representatives to see operating water treatments plants that are similar to one that will most likely be installed at Gladstone to treat the Gold King mine water and other Upper Cement mine waste water.

Along with the site specific Work Groups we are continuing to sample Animas River water at various locations down canyon. Our last sampling event took place on September 16th and we are planning on collecting one more sample before winter sets in. There will be a sampling report presented at the next CAG meeting.

Our next meeting will be here in Silverton on October 17th, at 5:30 in Town Hall.

If you have any questions or would like additional information please feel free to contact me.

Sincerely,

Parker Newby
CAG member - Town of Silverton Appointee
970.749.0113

Town of Silverton Staff Report

Department: Public Works Head of Department: John Sites Date of Trustee meeting: October 14, 2024	
For immediate Trustee consideration: Contract and Notice to Proceed with Canyon Construction for the Wastewater Infrastructure Improvements Project.	
Regular Meetings & Communication: Administration / Board meetings and communication with Staff. Daily crew meetings; Admin Staff meetings; random communication with customers and community members regarding utility concerns.	Top on the TO DO list: Final LUC review; LCR customer notification of service line materials; WW project ongoing; leak detection grant implementation; fire hydrant replacement; Wastewater Collections Project and Reclamation Facility Pre-Engineering completion; EQR / meter analysis; water plant generator commissioning; storage barn construction.
Grants (applications, updates, awards): Wastewater Collections System Rehabilitation Project. Construction expected in 2025 and 2026. Wastewater Reclamation Project (sewer plant replacement) Preliminary Engineering for Project Needs Assessment is underway. SIPA grant application for leak detection system is awarded. Final amount is under consideration.	Upcoming Issues: Ongoing development considerations / plan review; asset management plan and utility rate study analysis and recommendations (EQR/meter); GIS updates to infrastructure mapping; Development Standard rewrite (after LUC).
Notable completed tasks: WW Project contractor selection. Lead and Copper compliance documents submitted.	Ongoing Project Update: WTP generator commissioning is expected soon. Holding for electrician.
Learning/ Professional Development: Wastewater plant tours scheduled for plant replacement project. Staff safety, water, and wastewater training ongoing. Mead water / sewer training and system resiliency training.	Other:

Bonita Peak Mining District Bonita Peak Repository Construction

September 2024



COLORADO
Department of Public
Health & Environment

Bonita Peak Repository

During Summer and Fall 2024, the U.S. Environmental Protection Agency (EPA) is continuing construction of a sitewide mine waste repository at the Bonita Peak Mining District (BPMD) Superfund Site. The Bonita Peak Repository is located on Tailings Impoundment 4 of the Mayflower Mill, as selected in EPA's [Interim Record of Decision](#). Construction began in Summer 2023.

This fact sheet provides more detail about the second season of construction at the Bonita Peak Repository (BPR) and what the Silverton community can expect while construction is ongoing. More information about the repository design can be found in the [BPR Design Fact Sheet](#).



Start of Season 1



Start of Season 2

Aerial view of the Repository, at the start of Season 1 and Season 2

What will be completed in 2024?

The goal of the second season of construction is to prepare the facility to accept treatment generated solids (sludge) from the Gladstone Interim Water Treatment Plant. Specifically, EPA and its contractors will work to:

- Complete stormwater infrastructure and leachate systems
- Prepare Cell 1 for acceptance of sludge
- Pave access roads and Cell 2 footprint as the waste staging area
- Prepare to move treatment generated solids from Gladstone to Cell 1 in the next year

What Can I Expect?

- EPA, Army Corps of Engineers (USACE) and contractors may be working at the construction site up to 7 days per week through November 2024. Typical construction hours are from 7:00 am – 5:30 pm but may vary throughout the season. Construction workers and activity may be visible from some areas of Silverton, especially while travelling northbound on CR2, and equipment noise may be heard on the trails above the construction area.
- Partial road closures may be necessary on CR2 in late summer to upgrade culverts along the road. At this time, EPA and USACE do not anticipate a full road closure.



Compacted material lays the foundation for the facility



- Water trucks are being used for dust suppression during construction activities.
- As with any major construction project, delays are possible, and construction plans may need to change.
- Construction activities include importing of large amounts of clean material ranging from pea size gravel to boulders as well as asphalt from Montrose and Durango-area sources. A similar amount of traffic can be expected as in the 2023 season.
- Further transformation of the surface of Tailings Impoundment 4 to be a functional mine waste repository, ready to accept sludge from the Gladstone Interim Water Treatment Plant in 2025.

Water truck sprays down a pile of material for dust suppression.

Keeping You Informed

EPA and USACE will continue to:

- ✓ Communicate and coordinate with local officials of the Town and County.
- ✓ Provide construction progress updates directly to community leaders.
- ✓ Communicate any expected major disturbances to the Silverton community via the Nixle alert system, operated by the San Juan County Office of Emergency Management.
To sign up for Nixle alerts, text 81433 to 888-777.



Repository construction viewed from above in 2024.

For more information about the Bonita Peak Repository Construction Project, please contact:

Athena Jones, Superfund Remedial Project Manager

Jones.Athena@epa.gov

(720) 926-2015

October 14, 2024

7. Committee Reports

Trustees will report on their respective committees if they have met. A list of the committees can be found at <https://townofsilverton.colorado.gov/government/boards-commissions>

October 14, 2024

8. Trustee Reports

This is an opportunity for Trustees to have a moment to speak on behalf of their constituents, highlight happenings in the community, call out for action, or give thanks. This has also been used as a place where Trustees can request agenda items for the next meeting.

October 14, 2024

9. Continued Business

The board has discussed these items in previous meetings or Work Sessions. There is typically a Board Packet Agenda Memo with the item, but not always.

Per Silverton Municipal Code 2-2-110 (5):

Old business. The Board of Trustees shall consider any business that has been previously considered and which is still unfinished.



AGENDA MEMO

SUBJECT: Zanoni Warranty Deed Update
STAFF CONTACT: Anne Chase
MEETING DATE: October 14, 2024

Overview:

The TOS Board of Trustees signed a warranty deed on 8/26/2024 conveying the Zanoni Property (parcel numbers 48290180010010 & 4829184000001) to the Silverton Housing Authority.

The Town of Silverton is under a grant agreement, IHOI-INC012, with the Colorado Division of Local Government. Per this grant agreement, the Town of Silverton must own and maintain the parcel. However, due to previously discussed circumstances, the parcel must be conveyed to the Silverton Housing Authority to complete an environmental clean-up of the site.

The Town has requested an amendment to the IHOI-INC012 grant agreement to designate the Silverton Housing Authority as the new grantee. The Silverton Housing Authority is a more equipped entity to develop the site for housing than the Town of Silverton per the limitations of statute CRS 31-15-801. However, the amendment request may not be processed in time for the Town to convey the Zanoni parcel before the Phase I ESA expires on 10/30/2024.

To maintain compliance with the IHOI-INC012 grant agreement, a reversionary clause has been added to the Warranty Deed. The Warranty Deed signed 8/26/2024 has not been filed.

Staff Recommendation:

Sign the Warranty Deed with the reversionary clause in order to maintain compliance with the IHOI-INC012 grant agreement.

Suggested Motion or Direction:

Motion to convey the Zanoni Property to the Silverton Housing Authority with a reversionary clause.

WARRANTY DEED

THIS DEED is made by the Town of Silverton, Colorado ("Grantor"), whose post office address is PO Box 250, Silverton, Colorado 81433, for the consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby sells and conveys to the Housing Authority of the Town of Silverton, an independent public body politic and corporate, constituting a public instrumentality of the state of Colorado, ("Grantee"), whose post office address is PO Box 250, Silverton, Colorado 81433, in fee simple the following real property located in San Juan County, Colorado:

LEGAL DESCRIPTION:

OPHIR PLACER (New Tract A)

Part of the Ophir Placer Recorded at Reception# 143403 and Part of Tract A of the Ophir Placer, recorded at Reception # 111883 of the San Juan County Records.

Beginning at a point whence the S. 36°16'27" W., 952.24 ft. dist.; thence N. 62°01'24" W., 101.01 ft. dist.; thence N. 36°17'22" E., 276.89 ft. dist.; thence N. 78°33'23" W., 22.10 ft. dist.; thence N. 06°50'59" E., 69.13 ft. dist.; thence S. 80°05'35" E., 46.67 ft. dist.; thence along a curve to the left having an arc length of 13.95 ft. dist., a radius of 112.79 ft. dist., a chord of which bears S. 82°28'12" E., 13.94 ft. dist., thence along a curve to the left having an arc length of 32.75 ft. dist., a radius of 112.79 ft. dist., a chord of which bears N. 5°40'08" E., 32.63 ft. dist., thence along a curve to the right having an arc length of 61.41 ft. dist., a radius of 87.42 ft. dist., a chord of which bears S. 82°01'09" E., 60.15 ft. dist., thence S. 54°00'16" E., 19.58 ft. dist.; thence S. 02°44'10" W., 4.61 ft. dist.; thence S. 36°16'27" W., 386.68 ft. dist.; more or less, to the point of beginning. Containing .94 acres, more or less.

As recorded at Reception # 148165 FRACTIONAL BLOCK I, (New Fractional Block I)

Part of Fractional Block I, Town of Silverton, San Juan County Colorado.

Beginning at a the Southwest corner of Fractional Block I, whence corner #5 of the Silverton Town Site bears the S. 36°16'27" W., 1042.83 ft. dist.; thence N. 36°16'27" E., 296.09 ft. dist.; thence S. 02°44'10" W., 52.29 ft. dist.; thence S. 83°56'50" E., 15.57 ft. dist.; thence S. 36°12'39" W., 260.27 ft. dist.; thence N. 53°48'41" W., 42.63 ft. dist.; more or less, to the point of beginning. Containing 0.26 acres, more or less.

As recorded at Reception# 148165

REVERSIONARY INTEREST. Grantor hereby reserves and retains unto itself a reversionary interest and the rights of reentry and reversion in the transfer of property subject to the State of Colorado Intergovernmental Grant Agreement for SLFRF, CMS Number 176944, dated June 28, 2022 (the "Grant Agreement") and this Warranty Deed. Grantee, for itself and its successors, assigns, and successors in title, if any, covenants and agrees that if Grantee shall fail to be named

as the designated Grantee pursuant to the Grant Agreement, then Grantor shall have the right of reentry and title to the Property and such Property will revert back to Grantor. The Grant Agreement is incorporated herein by this reference and notice is hereby given of the Grant Agreement and all its terms, covenants, and conditions, to the same extent as if the Agreement were fully set forth herein. The foregoing does not purport to show all of the terms of and provisions of the Grant Agreement and is not a complete summary of the Grant Agreement or the obligations of the parties with respect thereto. The provisions of this instrument shall not be construed to interpret, vary or modify the terms, covenants, conditions, and/or provisions of the Grant Agreement and in the event of any conflict between the terms hereof and the terms of the Grant Agreement, the terms of the Grant Agreement shall be exclusively controlling.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property with the appurtenances, unto Grantee and Grantee's successors and assigns forever. Grantor for Grantor and for its shareholders, successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except for and subject to all statutory exceptions as set forth in C.R.S. § 38-30-113(5). Return to: Grantee Page 2 of 2

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Town of Silverton, Colorado

By: Dayna Kranker, Mayor

STATE OF COLORADO, COUNTY OF SAN JUAN

I, Melina M. Marks, a notary public, certify that the foregoing instrument signed by Dayna Kranker, Mayor of the Town of Silverton, Colorado, was subscribed and sworn to me on this ____ day of October, 2024.

My Commission Expires: 9/14/2025

WITNESS my hand and official seal.

Notary Public



AGENDA MEMO

SUBJECT: Wastewater Infrastructure Improvements Project- Contract & Notice to Proceed

STAFF CONTACT: John Sites

MEETING DATE: October 14, 2024

Overview:

The Wastewater Infrastructure Improvements Project Bid selection process is complete and the Town Engineer has recommended the award to Canyon Construction of Durango. USDA has authorized the Town to proceed with contracting with Canyon and issuing the Notice to Proceed. These documents will require approval from the Board. To refresh, this project will address deficiencies in our sewer collections system and some items at the treatment plant. We expect construction to begin in spring 2025.

The Town Attorney has reviewed the contract and has approved it with the recommendation that we attach a municipal addendum from the Town (see attachments).

Budget impact:

Previously described debt service to satisfy the USDA loan.

Staff Recommendation:

Authorize Staff to complete contract documents with Canyon Construction and issue the Notice to Proceed for the Wastewater Infrastructure Improvements Project.

Master Plan Priority:

Improve our existing infrastructure: Strategy A, Action Item #1 Implement Wastewater System Rehabilitation Project

Attachments:

- Notice of Award (executed), Contract and Notice to Proceed (excerpted from the Project Manual)
- [Project Manual](#) (link only)
- Municipal Addendum

Suggested Motion or Direction:

Motion to authorize Staff to complete contract documents with Canyon Construction and issue the Notice to Proceed for the Wastewater Infrastructure Improvements Project at the Pre-Construction meeting.

SECTION 00510

NOTICE OF AWARD

Date of Issuance: 10/3/24
Owner: Town of Silverton Owner's Project No.:
Engineer: SGM, Inc. Engineer's Project No.: 2013-513.013
Project: Wastewater Infrastructure Improvements
Contract Name:
Bidder: Canyon Construction Company
Bidder's Address: 100 Moose Lane, Durango, CO 81303

You are notified that Owner has accepted your Bid dated **September 18, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Full sewer collection system replacement includes replacing sections of sewer pipe with new (size varies) SDR35 PVC pipe, including service wyes, replacing designated manholes, and reconnecting existing sewer services. All surface improvements to be restored. Work may involve bypass pumping. The contractor will be responsible for all stages of work. Contractor shall coordinate all work and schedules with the Owner.

CIPP lining includes lining sections of sewer pipe, lining of connected service laterals, and the rehabilitation of designated manholes with cementitious material. The contractor will be responsible for all stages of work. Contractor shall coordinate all work and schedules with the Owner.

WWTF Improvements includes installing a new pump house (with lifting gantry to work on pumps, lights, heating, and access doors), installing radar level control, SCADA with alarms and rehabilitation of the existing plumbing and electrical components of the dewatering well to make it operational. The contractor will be responsible for all stages of work. Contractor shall coordinate all work and schedules with the Owner.

The Contract Price of the awarded Contract is **\$3,360,910.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

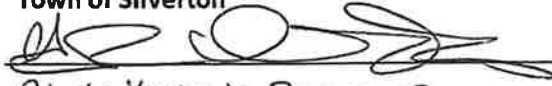
3. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of Silverton**

By (signature):



Name (printed):

Gloria Haasch-Buerger

Title:

Town Administrator

Copy: Engineer

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Town of Silverton** ("Owner") and **Canyon Construction Company** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project is broken down into three separate projects related to the sewer collection system, 1) sections of full sewer collection system replacement, 2) sections of CIPP lining of the sewer collection system, and 3) WWTF improvements.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Full sewer collection system replacement includes replacing sections of sewer pipe with new (size varies) SDR35 PVC pipe, including service wyes, replacing designated manholes, and reconnecting existing sewer services. All surface improvements to be restored. Work may involve bypass pumping. The contractor will be responsible for all stages of work. Contractor shall coordinate all work and schedules with the Owner.

CIPP lining includes lining sections of sewer pipe, lining of connected service laterals, and the rehabilitation of designated manholes with cementitious material. The contractor will be responsible for all stages of work. Contractor shall coordinate all work and schedules with the Owner.

WWTF Improvements includes installing a new pump house (with lifting gantry to work on pumps, lights, heating, and access doors), installing radar level control, SCADA with alarms and rehabilitation of the existing plumbing and electrical components of the dewatering well to make it operational. The contractor will be responsible for all stages of work. Contractor shall coordinate all work and schedules with the Owner.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **SGM, Inc.**, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **SGM, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **October 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **Decemeber 31, 2025**.

4.03 ~~*Contract Times: Days*~~

- ~~A. The Work will be substantially complete within [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [number] days after the date when the Contract Times commence to run.~~

4.04 ~~*Milestones*~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

- ~~1. Milestone 1 [event & date/days]~~
- ~~2. Milestone 2 [event & date/days]~~
- ~~3. Milestone 3 [event & date/days]~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall

pay Owner \$1500 for each day that expires after such time until the Work is completed and ready for final payment.

3. ~~Milestones: Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

Deleted

4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

- C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit A.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th (or nearest business day thereafter)** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. ~~{number}~~95 percent of the value of the Work completed (with the balance being retainage).

- 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

Deleted

- b. ~~{number}~~95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **1** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **14** sheets with each sheet bearing the following general title: **Town of Silverton – Wastewater Infrastructure Improvements**.
- ~~7. Drawings listed on the attached sheet index.~~
8. Addenda (numbers **1** to **2**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. **N/A**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **indicate date on which Contract becomes effective** (which is the Effective Date of the Contract).

1.

Owner:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

SECTION 00410A

BID SCHEDULE

Town of Silverton, Wastewater Infrastructure Improvements

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	Sewer Replacement, 8th Street (MH 50 to MH 49) and (MH48 to MH47)		
		(Unit Price - Words)	Eighty-two thousand, eight hundred and thirty-five dollars.	\$ 82,835.00	\$ 82,835.00
2	1	LS	Sewer Replacement, 7th Street (MH 37 to MH 24) and Alley between Greene and Reese Streets between 7th and 10th Streets (MH24 to MH26)		
		(Unit Price - Words)	Two hundred & sixty-five thousand, four hundred and twenty dollars.	\$ 265,420.00	\$ 265,420.00
3	1	LS	Sewer Replacement, Alley between Reese and Snowden Streets between 11 th and 12 th Streets (MH14 to MH16), 11 th and 12 th Streets (MH17 to MH18), and Alley between Snowden and Bluff Streets between 12 th and 13 th Streets (MH9 to MH6)		
		(Unit Price - Words)	Three hundred & three thousand, one hundred & sixty-five dollars.	\$ 303,165.00	\$ 303,165.00
4	1	LS	CIPP Lining of Sewer Main, Service Laterals, and Manhole Refurbishment, River Street and Snowden Street (MH1 to MH6), and Alley between Snowden and Bluff Streets between 11 th and 15 th Streets (MH1 to MH7 to MH11 to MH14)		
		(Unit Price - Words)	Three hundred & sixty five thousand, eight hundred & thirty dollars.	\$ 365,830.00	\$ 365,830.00
5	1	LS	CIPP Lining of Sewer Main, Alley between Reese and Snowden Streets between 7 th and 14 th Streets (MH15 to MH17, MH13A to MH14, MH19 to MH21, and MH21 to MH24)		
		(Unit Price - Words)	Two hundred & eighty-three thousand, one hundred & eighty dollars.	\$ 283,180.00	\$ 283,180.00
6	1	LS	CIPP Lining of Sewer Main, Alley between Greene and Reese Streets between 10 th and 15 th Streets (MH26 to MH29)		
		(Unit Price - Words)	Two hundred & forty thousand, two hundred & forty dollars.	\$ 240,240.00	\$ 240,240.00
7	1	LS	CIPP Lining of Sewer Main, Alley between Empire and Greene Streets between 8 th and 13 th Streets (MH33 to MH37 to MH46 to MH47)		
		(Unit Price - Words)	Three hundred & thirty-six thousand, two hundred & seventy dollars.	\$ 336,270.00	\$ 336,270.00
8	1	LS	CIPP Lining of Sewer Main, Alley between Mineral and Empire Streets between 5 th and 14 th Streets (MH38 to MH42, MH43 to MH45 to MH48 to MH49 to MH53)		
		(Unit Price - Words)	Three hundred & fifty-nine thousand, nine hundred & fifty dollars.	\$ 359,950.00	\$ 359,950.00

SECTION 00410A

BID SCHEDULE

Town of Silverton, Wastewater Infrastructure Improvements

9	1	LS	CIPP Lining of Sewer Main, Alley between Cement and Mineral Streets between 8 th and 17 th Streets (MH60 to MH91 to MH59 to MH61 to MH65 to MH68 to MH72 to MH73 to MH79)	Four hundred and sixty-one thousand, five hundred dollars.	\$ 461,500.00	\$ 461,500.00
			(Unit Price - Words)			
10	1	LS	CIPP Lining of Sewer Main, Alley between Animas River and Cement Street between 13 th and 19 th Streets (MH67 to MH71 to MH74 to MH78)	Two hundred & eighty-nine thousand, nine hundred & ten dollars.	\$ 289,910.00	\$ 289,910.00
			(Unit Price - Words)			
11	10	LF	Additional CIPP Lining of Sewer Main	Sixty-seven dollars.	\$ 67.00	\$ 670.00
			(Unit Price - Words)			
12	3	LF	Additional CIPP Lining of Sewer Service Laterals	Six hundred & ninety-five dollars.	\$ 695.00	\$ 2,085.00
			(Unit Price - Words)			
13	1	EA	Additional Manhole Refurbishment	Four thousand, eight hundred & seventy dollars.	\$ 4,870.00	\$ 4,870.00
			(Unit Price - Words)			
14	1	LS	WWTF Improvements	One hundred & seventeen thousand, six-hundred dollars.	\$ 117,600.00	\$ 117,600.00
			(Unit Price - Words)			
15	1	EA	Additional Manhole Replacement	Ninety-nine hundred dollars.	\$ 9,900.00	\$ 9,900.00
			(Unit Price - Words)			
16	1	EA	Additional Sewer Service	Twenty-two hundred & sixty-five dollars.	\$ 2,265.00	\$ 2,265.00
			(Unit Price - Words)			
17	1	LS	Mobilization	Two hundred & thirty-five thousand, two hundred & twenty dollars.	\$ 235,220.00	\$ 235,220.00
			(Unit Price - Words)			

TOTAL BASE BID \$ 3,360,910.00

TOTAL BASE BID Three million, three hundred & sixty thousand,

nine hundred & ten dollars & zero cents.

Written Words

Submitted by: Canyon Construction Company
 100 Moose Lane - Durango, Co. 81303
 Address

Submitted by: Terry Gorsuch, General Manager
 Please type or print

Signature/Title of Authorized Personnel

Date of Bid: September 18, 2024

SECTION 00550

NOTICE TO PROCEED

Owner: Town of Silverton Owner's Project No.: _____
Engineer: SGM, Inc. Engineer's Project No.: 2013-513.013
Contractor: Canyon Construction Company Contractor's Project No.: _____
Project: Wastewater Infrastructure Improvements
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **October 31, 2025** and the date by which readiness for final payment must be achieved is **December 31, 2025**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: Town of Silverton
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer



ADDENDUM A: MUNICIPAL PROVISIONS

- A.1. **Addendum A Controls:** In the event the terms and conditions of this Addendum A conflict in whole or in part with the terms and conditions of the Agreement, the terms and conditions of this Addendum A shall control.
- A.2. **No Waiver of Governmental Immunity:** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Silverton, its officials, employees, contractors, or agents, or any other person acting on behalf of Silverton and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- A.3. **Affirmative Action:** Producer will not discriminate against any employee or sub-contractor for employment because of race, color, religion, sex or national origin. Producer will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- A.4. **Article X, Section 20/TABOR:** The Parties understand and acknowledge that Silverton is subject to Article X, § 20 of the Colorado Constitution (“**TABOR**”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Silverton are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Silverton’s current fiscal period ending upon the next succeeding December 31. Financial obligations of Silverton payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Town of Silverton, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- A.5. **Employment of or Contracts with Unauthorized Workers:** Producer shall not knowingly employ or contract with an unauthorized worker to perform work under this Agreement. Producer shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any unauthorized workers. By entering into this Agreement, Producer certifies as of the date of this Agreement it does not knowingly employ or contract with an unauthorized worker who will perform work under the public contract for services and that the contractor will participate in the e-verify program or department program in order to confirm the employment eligibility

of all employees who are newly hired for employment to perform work under the public contract for services. The Producer is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Producer obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an unauthorized worker, Producer shall be required to notify the subcontractor and Silverton within three (3) days that Producer has actual knowledge that a subcontractor is employing or contracting with an unauthorized worker. Producer shall terminate the subcontract if the subcontractor does not stop employing or contracting with the unauthorized worker within three (3) days of receiving the notice regarding Producer's actual knowledge. Producer shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Producer is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If Producer violates this provision, Silverton may terminate this Agreement, and Producer may be liable for actual and/or consequential damages incurred by Silverton, notwithstanding any limitation on such damages provided by such Agreement.

- A.6. **No Waiver of Rights:** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. Silverton's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by Silverton except in writing.
- A.7. **Binding Effect:** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns.
- A.8. **Limitation of Damages:** The Parties agree that Producer's remedies for any claims asserted against Silverton shall be limited to proven direct damages in an amount to exceed amounts due under the Agreement and that the Town shall not be liable for indirect, incidental, special, consequential or punitive damages, including but not limited to lost profits.
- A.9. **No Third-Party Beneficiaries:** Nothing contained in this Agreement is intended to or shall create a contractual relationship with cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Producer. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- A.10. **Governing Law, Venue, and Enforcement:** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising

under this Agreement shall be in the appropriate court for San Juan County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

- A.11. **Survival of Terms and Conditions**: The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- A.12. **Assignment and Release**: All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Producer without the express written consent of Silverton. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by Silverton. No assignment shall release the Producer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- A.13. **Severability**: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

CONTRACTOR:

Sign: _____

Name: _____

Title: _____

Date: _____

October 14, 2024

10. Public Comment

The closing Public Comment is intended for a to comment only on agenda items that have been presented.

The Mayor or Pro Tem will call out the public to comment as well as time the comment and let the public know when they have run out of time. This has been limited to 3 minutes even though it has not stated this on the agenda.

It is not encouraged for Trustees to engage in a dialogue on a public comment, but Trustees can direct staff to follow up with the citizen.

Comments that are submitted via email about an agenda item will be accepted up until the agenda packet is constructed on noon on Wednesday before the Regular Meeting. Comments that are received after this deadline will be emailed to the trustees and not included in the packet. Comments that are emailed are not considered “official public comment” unless they are presented at the meeting or submitted for a Public Hearing before the Wednesday deadline.

Public Comments specific to a Public Hearing on the agenda should be encouraged to take place during the public hearing and not during the opening Public Comment, so that their comments can be recorded with the hearing.

Closing Public Comment is not addressed in the Silverton Municipal Code.