



**SPECIAL MEETING, SILVERTON HOUSING AUTHORITY & REGULAR MEETING – Silverton Board of Trustees**

Silverton Town Hall – Tuesday, November 12, 2024

Call to Order & Roll Call –Special Meeting @5:00pm, Silverton Housing Authority @5:30,

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](http://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](mailto: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.*

**Special Meeting @ 5:00pm**

- 1) 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.

**Silverton Housing Authority @ 5:30pm**

- 1) Anvil Townhome Presentation
- 2) Resolution 2024-03 A resolution to apply for Department of Housing Funding
- 3) 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) Chamber of Commerce- DeAnne Gallegos, Director
- 4) New Business
  - a) Tap and Plant Investment Fees for Affordable Housing
  - b) SIPA Grant and Subscription Maintenance for Hydrant Leak Detection
  - c) Mineral Creek Homes – Water Wastewater Infrastructure Acceptance
- 5) Consent Agenda
  - a) Payroll



- b) Meeting Minutes 10.28.24
  - c) Accounts Payable
  - d) 2025 Law Enforcement Contract
  - 6) Staff Reports
  - 7) Committee/Board Reports
  - 8) Trustee Reports
  - 9) Continued Business
    - a) Resolution 2024-25 A Resolution Adopting Comprehensive Financial Management Policies for the Town of Silverton
    - b) 2025 Budget Update
    - c) Blair Street Grant Direction
  - 10) Public Comment
- Adjourn**

**Up-coming Meeting Dates:**

- 11.18 @ 9am Finance Committee Meeting
- 11.19 @ 7pm San Juan Regional Planning Commission
- 11.25 @ 7pm Regular Meeting

**End of Agenda**

**November 12, 2024**

**SILVERTON HOUSING AUTHORITY**

**MEETING PACKET**



## AGENDA MEMO

SUBJECT: Anvil Townhomes Project Funding Acquisition  
MEETING DATE: 11/12/2024  
STAFF CONTACT: Anne Chase

### Overview:

The Silverton Housing Authority released an RFP for the Anvil Townhome Development March 12<sup>th</sup> – April 16<sup>th</sup>, 2024. The SHA Board awarded the RFP to Tributary Development's predecessor on June 10, 2024, via a predevelopment agreement. SHA renewed the predevelopment agreement on 10.14.2024 to continue working on the financial feasibility of the project.

Staff has identified two funding sources to fill the \$1,164,981 gap: Colorado Division of Housing's Proposition 123 Homeownership Funding, the Colorado Health Foundation, and Town of Silverton Fee Waivers. Staff has been working with Tributary Development to prepare the applications.

Town of Silverton opted-in to Proposition 123 in 2023 by committing to build 10 new units under 100% AMI by end of year 2026. Three units under 100% AMI 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 has prepared a project overview presentation to share the details of the project with the Board and Public during this meeting to review the purpose behind the project, who it will serve, site plan & planning process, and budget.

The SHA Board must formally support the DOH funding application via resolution.

Pending approval, Staff intends to submit the application on December 2<sup>nd</sup>.

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

### Motion or Direction:

Motion to adopt Resolution 2024-03 to apply for the Colorado Department of Local Affairs / Division of Housing for the funding of the Anvil Townhome Project.





## **RESOLUTION NO. 2024-03**

### **A RESOLUTION OF THE HOUSING AUTHORITY OF THE TOWN OF SILVERTON TO APPLY FOR COLORADO DEPARTMENT OF LOCAL AFFAIRS / DIVISION OF HOUSING FOR FUNDING OF THE ANVIL TOWNHOME PROJECT**

**WHEREAS**, the Silverton Housing Authority, in the County of San Juan and the State of Colorado is a municipal housing authority duly organized and existing under the laws of the State of Colorado; and

**WHEREAS**, the Silverton Housing Authority is pursuing the Anvil Townhome 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 income levels of the development due to the limitations of the Silverton Housing Authority budget; and

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

**WHEREAS**, the Town of Silverton opted into Proposition 123 in 2023 and committed to build ten new affordable housing units at and below 100% AMI by the end of the year of 2026; and

**WHEREAS**, the Anvil Townhome Project will fulfill the Town of Silverton's Proposition 123 commitment if completed by the Proposition 123 deadline; and

**WHEREAS**, the Silverton Housing Authority submitted a Letter of Intent to Apply to the Colorado Department of Local Affairs Division of Housing on October 15, 2024;

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

**Section 1:** The Board of the Silverton Housing Authority does hereby approve an application to the Colorado Department of Local Affairs Division of Housing for the Anvil Townhome Project in the upcoming December 2<sup>nd</sup>, 2024 Proposition 123 application cycle.

THIS RESOLUTION was approved and adopted this \_\_\_\_ day of November 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, Town Clerk (SHA Appointed Secretary)

# ANVIL TOWNHOMES PROJECT OVERVIEW

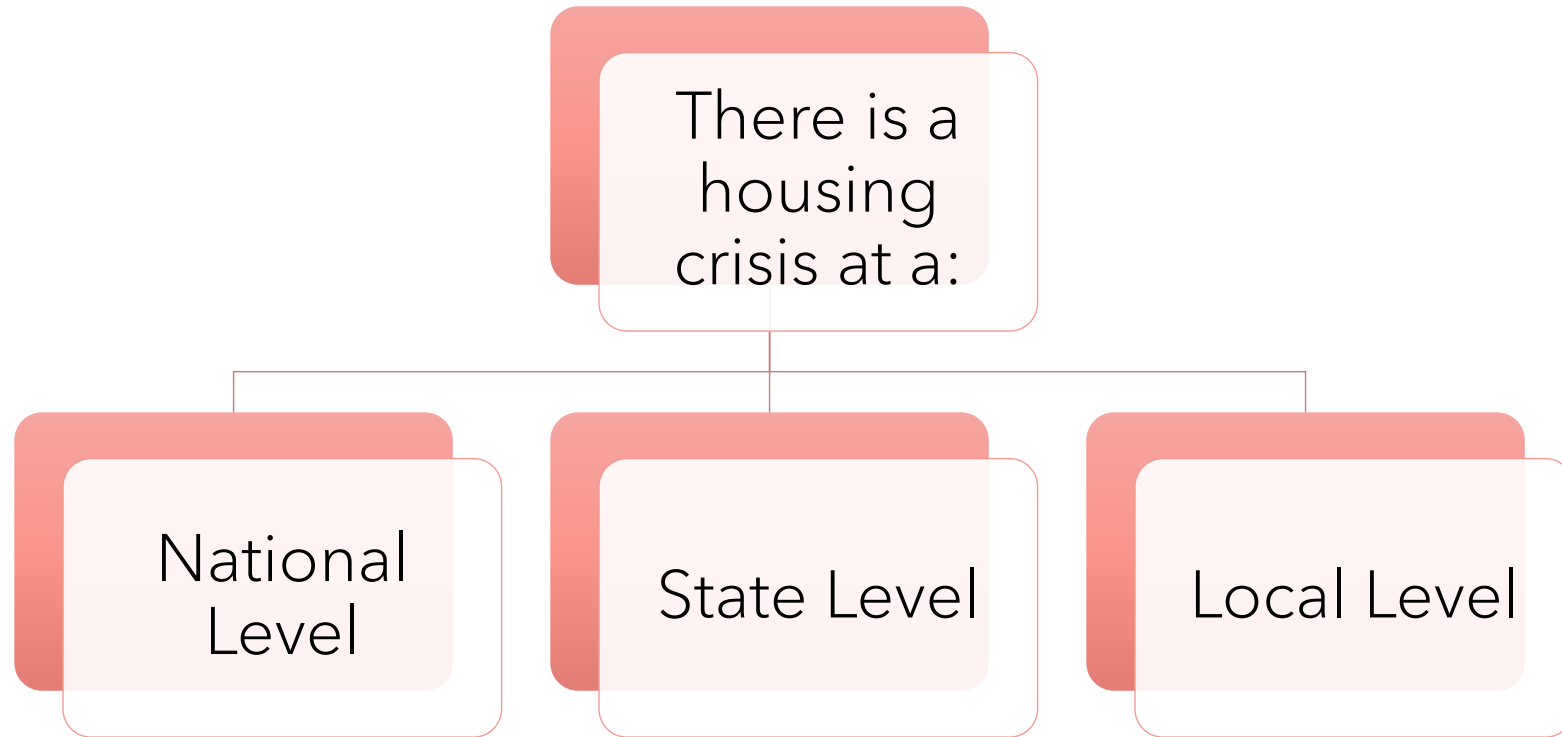
Silverton Housing Authority

11.12.24

Escanear QR para español:



# LET'S START WITH WHY.



# LET'S START WITH WHY.

There is a housing crisis at a:

# National Level



Nation-wide housing shortage of ~4 million housing units.

# Why?

- Housing supply is not growing proportionally to demand.
- Entry level homes in overall construction has declined from 40% in early 1980s to 7% in 2019.
- 2020 Covid-19 Pandemic increase housing shortage from 2.5 million in 2018 to 3.8 million in 2020.
- Millennials are now the largest demographic in the U.S. and are at peak first-time homebuying age.

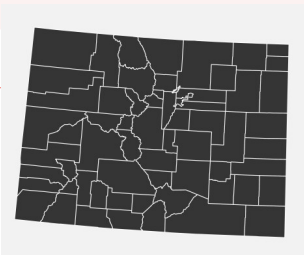
Source: Freddie Mac, 2021.



# LET'S START WITH WHY.

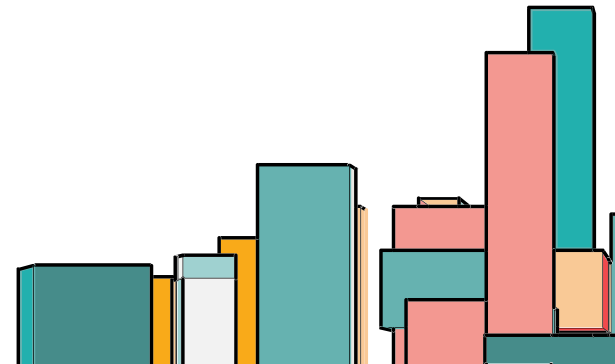
There is a  
housing  
crisis at a:

State Level



- Population:
  - Colorado's fastest growing age group is 65+, who have stayed and aged in place.
  - When this group was younger, there was more movement in the housing market, because they moved more.
  - Aged out of workforce, need to house new workforce.
- Supply has not kept up with demand. 54,190 housing units are needed across the state (as of 2021).

Source: Colorado State Demographer, 2023



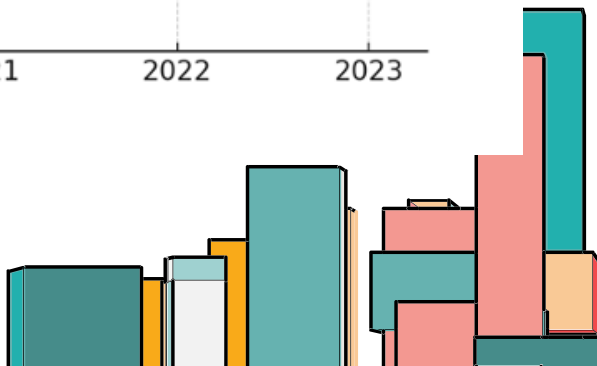
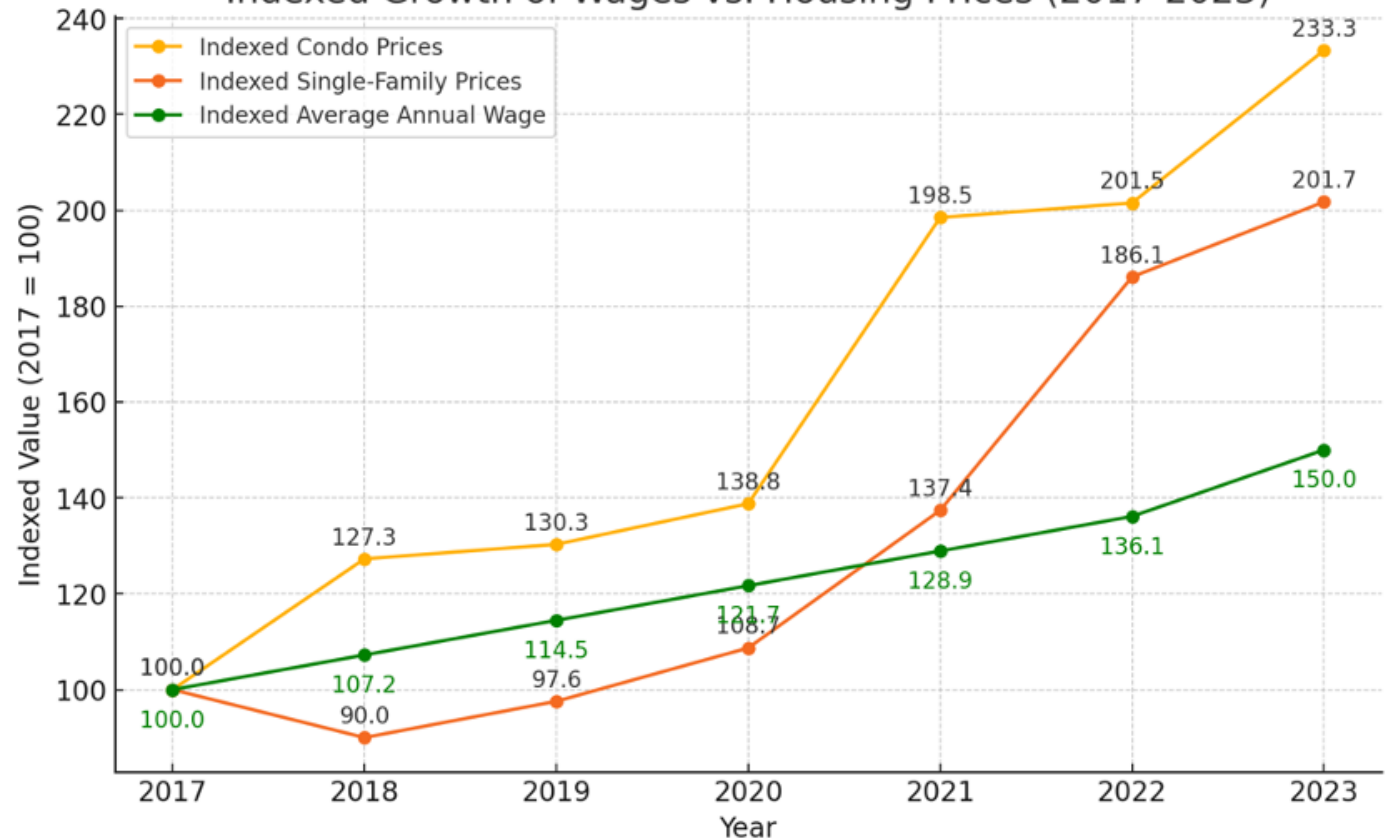
# LET'S START WITH WHY.

There is a housing crisis at a:

Local Level



Indexed Growth of Wages vs. Housing Prices (2017-2023)





# LET'S START WITH WHY.











There is a housing crisis at a:

Local Level



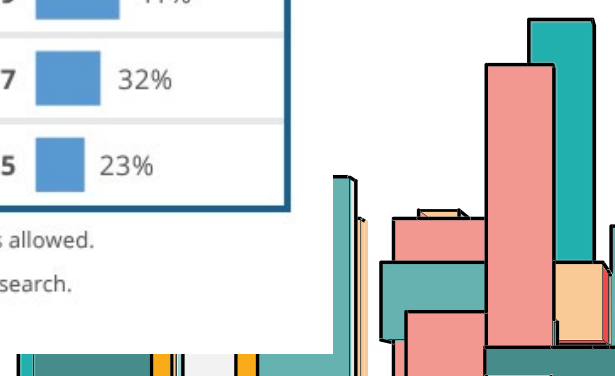
Figure 18.

When you think about affordable housing challenges in your community, what concerns you the most?

Housing Challenges	# and % of Responses
Limited rental housing	18  82%
Lack of starter homes/difficult to attain homeownership	15  68%
No affordable housing near areas of employment	15  68%
Lack of housing requires residents to cut back on other household necessities	13  59%
Limited housing for seniors to downsize and age in place	12  55%
Lack of reliable public transportation to move workers between housing and employment	12  55%
Lack of accessible housing stock for frail elderly/people with disabilities	11  50%
Limits economic growth	9  41%
Cannot attract or retain workforce	7  32%
Cannot attract or retain families	5  23%

Note: n=100, numbers do not add to 100 due to multiple responses allowed.

Source: Southwest Colorado Housing Survey 2021 and Root Policy Research.





# LET'S START WITH WHY.

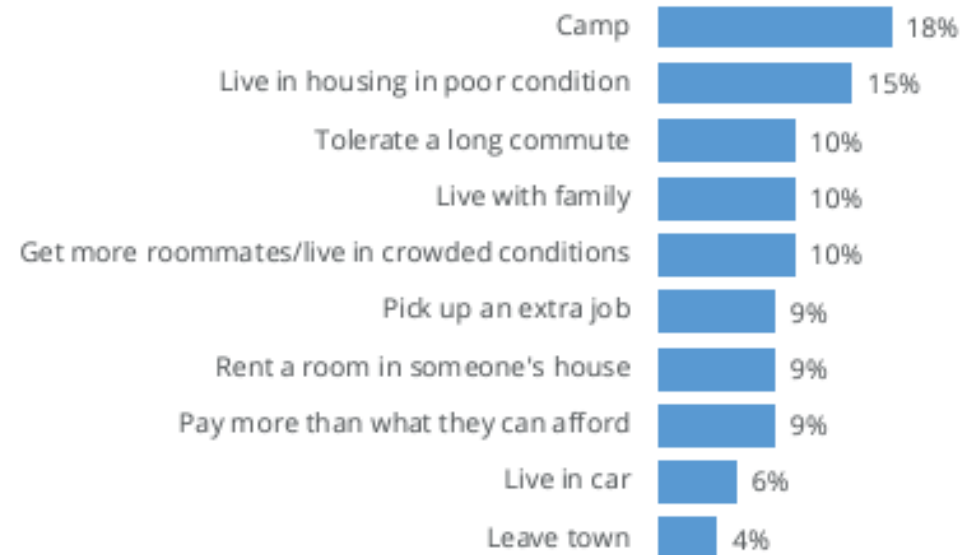
There is a housing crisis at a:

Local Level



Figure 6.

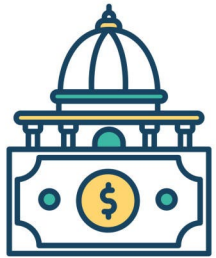
What are the most common ways your employees adjust when they cannot find housing to meet their affordability needs and/or preferences?



Source: Silverton Employer Survey, 2021.



# TURNING THE WHY INTO THE HOW.



Proposition 123 - State of Colorado's most comprehensive housing legislation - setting aside ~ \$300 Million a year.

2023

Pursuing Prop 123 funding to build new affordable units to meet our community needs and fulfill our Prop 123 commitment.

2024

2023

Town of Silverton Opts Into Prop 123 to access this funding. Town committed to building 10 new affordable units by the end of 2026. 3 have been built to date.





# **WE NEED TO: EXPAND HOUSING CHOICES, OPPORTUNITIES AND AFFORDABILITY FOR OUR COMMUNITY**

We want to ensure that we provide housing choices that are affordable to our people: the elderly, young, families, our workforce, the Hispanic community.

- Compass Master Plan 2022



# HOW DO WE DO THIS IN A WAY THAT ALIGNS WITH THE COMMUNITY?

Anvil is a vibrant community of locals that value:

- Affordability.
- Individuality and Community.
- Outdoor Access.
- Open Space.
- Safety.
- Respect.

And have concerns about:

- Unfinished development.
- Dust.
- Snow Routes.
- Traffic Safety.
- Parking.
- Lack of greenery.





# WHERE?

Lots 15, 16, 17 in Anvil. Donated to the Housing Authority by San Juan County.





## WHO? WHO IS THIS PROJECT SERVING?

>80%  
AMI

1 – 2 person household:  
\$54,800 - \$60,320

Sale Price: \$239K - \$281K  
2 bedroom

>100%  
AMI

1 – 2 person household:  
\$66,000 - \$75,400

Sale Price: \$304K - \$400K  
2 – 3 bedroom

>140%  
AMI

1 – 2 person household:  
\$92,000 - \$105,560

Sale Price: \$506K - \$550K  
3 bedroom



## WHO? WHO IS MAKING IT HAPPEN?

SHA developed a strategic partnership with an experienced developer to leverage our understanding of local needs with expertise in affordable housing development.



Project Owner

---



Developer

---



Construction / Manufacturer

# WHO?

It takes a team of support.



Project Owner



The Colorado Health Foundation™



Developer



Construction / Manufacturer



**COLORADO**  
Department of Local Affairs  
Division of Housing





## WHO? TRIBUTARY DEVELOPMENT

Tributary Development was founded to design, finance, and oversee the construction of attainable housing in Colorado mountain towns. We leverage innovative building techniques (like modular construction) and local knowledge / relationships to build high-quality homes at competitive price points.



### Relevant Experience:

- Buena Vista: 60 Multi Family Units + Childcare Facility, 80-120%, Public / Private.
- Buena Vista: 110+ Single Family / Townhome units.
- Gunnison County: 18 Single family, 32 Multifamily, 80-120%, Public / Private

# THE WHAT.

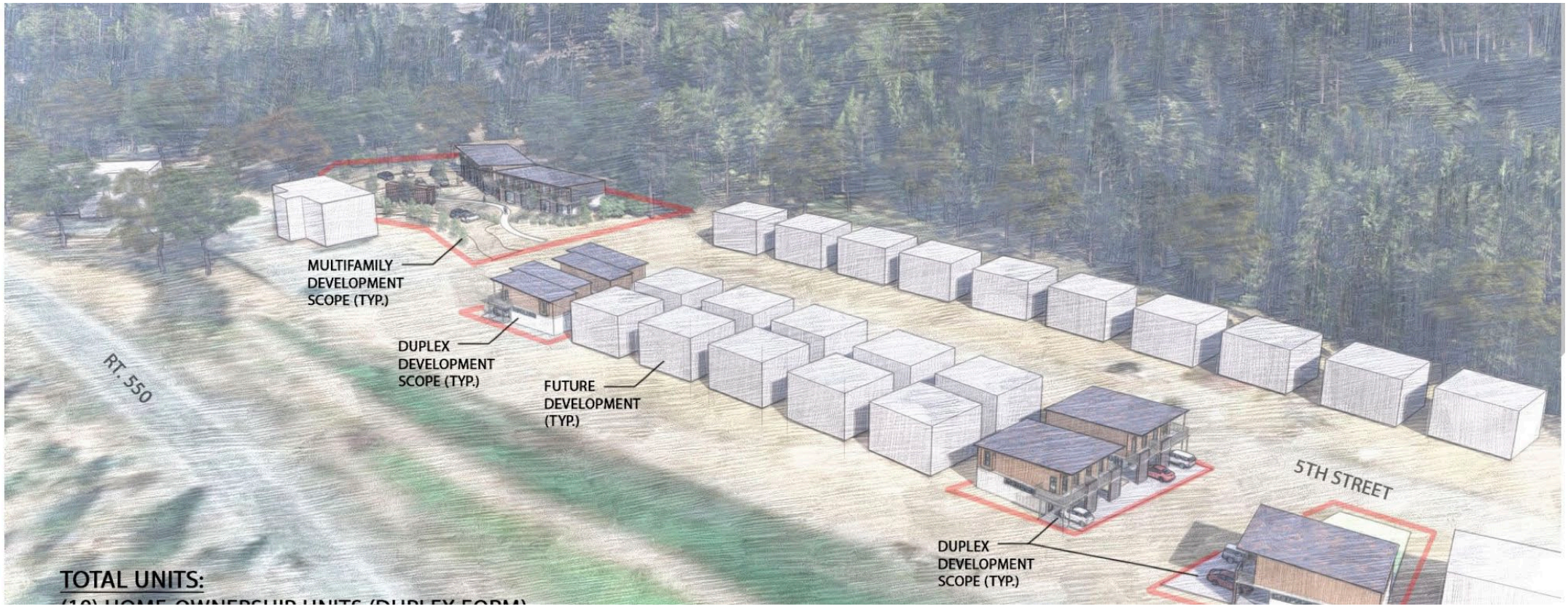


MARTHA ROSE / ANVIL MOUNTAIN SKETCH PLAN



# THE WHAT.

\*2022 Conceptual Design



# UNIT MIX

Unit Type	Quantity
Fourplex	2
Single Family Home	1

AMI Level	2 Bedroom	3 Bedroom
≤ 80%	3	0
≤ 100%	3	2
≤ 140%	0	1





# SITE PLAN



# THE UNITS



Waterview Homes, Ouray - Rural Homes



Single Family Home w/ attached garage.

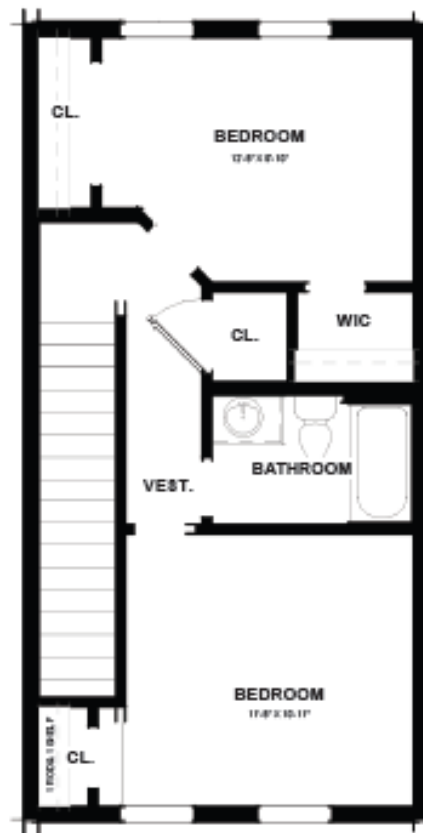




# THE UNITS



# THE UNITS



Level 2 - 16' Unit



Level 1 - 16' Unit

## ANTERO 16'

scale: 1/8" = 1'-0"

2' 4' 6' 8'



# THE UNITS



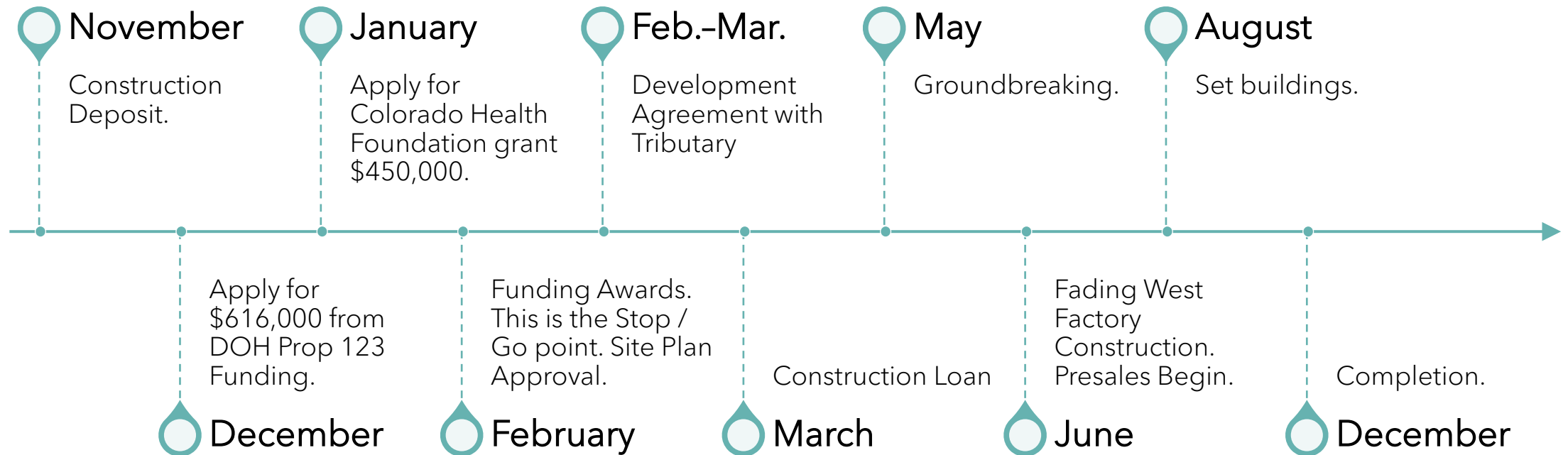
**SHAVANO 16'**

scale: 1/8" = 1'-0"  
2' 4' 6' 8'

# THE BUDGET

Project Sources & Uses Budget					
PROJECT SOURCES			PROJECT USES		
	Amount	Detail	Uses	Amount	Notes
Sale Proceeds	\$2,840,800		Acquisition Costs	\$300,000	
DOH Grant	\$616,000	Prop 123	Site Improvements	\$100,000	
Grant	\$450,000	Colorado Health Foundation	Construction	\$3,108,488	
San Juan County - Land Cont	\$300,000	San Juan County	Professional Fees	\$55,000	
Town of Silverton - Fee Waiv	\$156,934	Town of Silverton	Construction Finance	\$278,034	
San Miguel Power Associatio	\$9,000	Heat Pump Rebate	Soft Costs	\$200,746	
			Developer Fee / Profit	\$210,000	
			Reserves	\$46,966	
			Seller Closing Costs	\$73,500	
<b>TOTAL SOURCES</b>	<b>\$4,372,734</b>		<b>TOTAL USES</b>	<b>\$4,372,734</b>	
			Developer Profit in addition to Developer Fee		
			Possible additional sales revenue		

# TIMELINE



# ANVIL TOWNHOMES

INCREASING HOUSING  
CHOICES AND AFFORDABILITY  
IN OUR COMMUNITY.



The Colorado Health Foundation™



COLORADO  
Department of Local Affairs  
Division of Housing



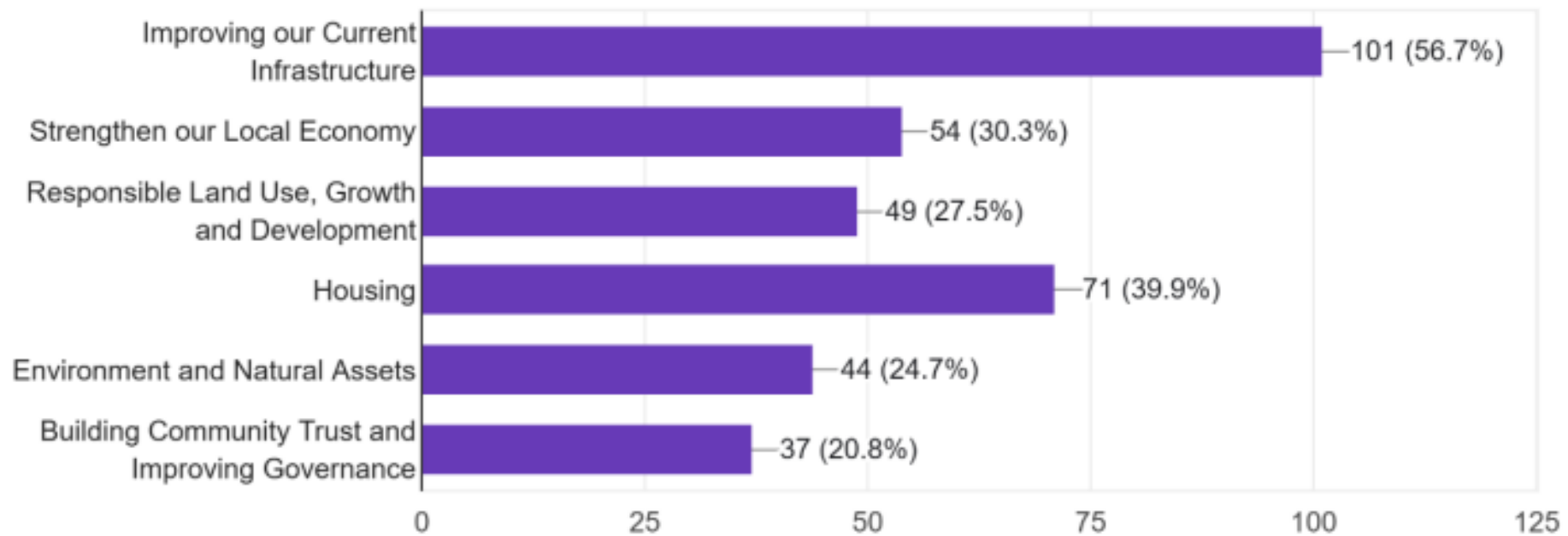
## ADDITIONAL INFO SLIDES



# COMMUNITY PRIORITIES: 2024

Which two strategies in the Silverton Compass Master Plan do you think the town should prioritize over the next four years?

178 responses



Town of Silverton Citizen Survey, 2024

# MARKET STUDY

## Demand for Ownership Units

	80.1 to 100%	100.1 to 120%	120.1 to 150%
Max Income - Up to 2 person HH	\$75,400	\$90,480	\$113,100
*Max purchase price 2 person HH	\$238,600	\$286,300	\$357,900
Current Renter Households	19	19	5
Owners would move (20%)	5	6	8
Unfilled Jobs	2	2	2
Total Eligible Households	26	27	15
Capture Rate-Low	15%	15%	15%
# of potential units	4	4	2
Capture Rate-Mid	20%	20%	20%
# of potential units	5	5	3
Capture Rate - Aggressive	25%	25%	25%
# of potential units	6	7	4





# MARKET STUDY

## Market Insights Supporting a Higher Capture Rate:

- Given the severe affordability gaps and the pressing demand for larger rental units, increasing the capture rate could be an effective strategy. A higher capture rate would aim to better meet the housing needs of the local workforce by accelerating the development of affordable units.
- The persistent difficulty in filling jobs due to housing shortages further justifies a more aggressive approach. By targeting a higher percentage of the eligible population, the market could more effectively address the existing gaps and improve the overall quality of life for workers, making it easier for local employers to attract and retain talent.

2024 Anvil Townhomes Market Study – Western Spaces LLC



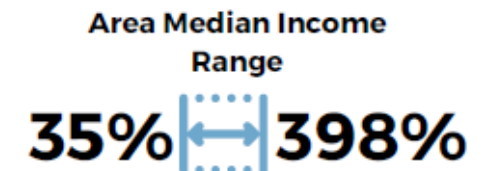
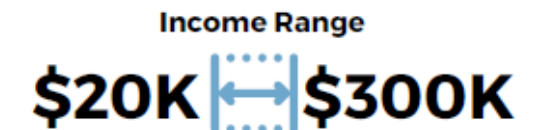
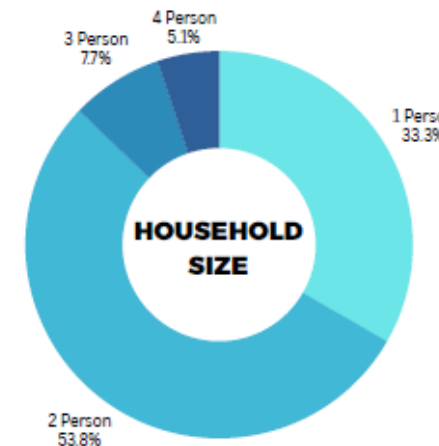


# HOMEOWNERSHIP INTEREST



## SILVERTON HOMEOWNERSHIP INTEREST SURVEY RESULTS

The purpose of this survey was to gauge the demand for homeownership in Silverton at various income levels. This data can be used to inform future developments by the Silverton Housing Authority



The majority of responses were from 2-person households. The largest household size was 4-person.

# Anvil Townhomes Preliminary Development Budget

## Housing Development & Preservation - Staff Analysis

**Project Name:** Anvil Walsh Townhomes Silverton

**Applicant:** Housing Authority San Juan

**County:**



**COLORADO**  
Department of Local Affairs  
Division of Housing

### Homeownership Project Assessment

Criteria	Project Data	DOH Range
Development Cost		
Cost/Sq. Ft.	\$421.50 /Sq. Ft.	Up to \$505
Hard Cost/Sq. Ft.	\$317.90 /Sq. Ft.	Up to \$330
Soft Cost/Sq. Ft.	\$79.84 /Sq. Ft.	Up to \$130
Land Cost/Sq. Ft.	\$29.69 /Sq. Ft.	Up to \$45
Cost/Unit	\$473,205 /Unit	Up to \$505,000
Hard Cost/Unit	\$356,900 /Unit	Up to \$330,000
Soft Cost/Unit	\$89,638 /Unit	Up to \$130,000
Land Cost/Unit	\$33,333 /Unit	Up to \$45,000
Developer Fee as % of total allowable costs	5.58%	
Financial Commitments		
DOH Subsidy per Unit	\$77,000 /Unit	Urban: Up to \$50,000 Rural: Up to \$55,000
DOH funds as % of total budget:	14.3%	
Other Criteria		
Average Affordability (% AMI)	84.95%	
Average Sales Price of Homes	\$370,786	
Sales Price Affordable to target AMI	\$315,644	



Housing Development & Preservation Application Spreadsheet

Development Budget

Project Name: Anvil Walsh Townhomes  
Applicant: Silverton Housing Authority  
County: San Juan

Spreadsheet Version 1.5

Development Budget	Total Cost	Cost/Unit	Cost/Sq Ft
<b>ACQUISITION COSTS</b>			
Land	\$300,000	33,333	29.69
Existing Structures*	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$300,000</b>	<b>33,333</b>	<b>29.69</b>
<b>SITE IMPROVEMENTS*</b>			
On-Site Infrastructure	\$25,000	2,778	2.47
Off-Site Infrastructure	\$75,000	8,333	7.42
Demolition	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$100,000</b>	<b>11,111</b>	<b>9.90</b>
<b>CONSTRUCTION*</b>			
New Construction	\$2,327,812	258,646	230.39
Rehabilitation	\$0	0	0.00
General Requirements	\$159,120	17,680	15.75
Contractor Overhead	\$63,648	7,072	6.30
Contractor Profit	\$159,120	17,680	15.75
Contractor Construction Contingency	\$232,500	25,833	23.01
Owner Hard Cost Contingency	\$135,750	15,083	13.44
FF&E	\$0	0	0.00
Building Permit Fees	\$34,151	3,795	3.38
Other (Specify)	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$3,112,101</b>	<b>345,789</b>	<b>308.01</b>
<b>PROFESSIONAL FEES</b>			
Architect Fees	\$20,000	2,222	1.98
Engineering Fees	\$15,000	1,667	1.48
Real Estate Attorney Fees	\$10,000	1,111	0.99
Surveys	\$10,000	1,111	0.99
Green Planning and Design Fees	\$0	0	0.00
Construction Management Fees	\$0	0	0.00
Construction Accounting	\$0	0	0.00
Other (Specify)	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$55,000</b>	<b>6,111</b>	<b>5.44</b>
<b>CONSTRUCTION FINANCE</b>			
Construction Insurance (H&L, Builder's Risk)	\$30,000	3,333	2.97
Construction Performance & Payment Bonds	\$63,000	7,000	6.24
Construction Loan Orig. Fee	\$28,000	3,111	2.77
Construction Interest	\$103,034	11,448	10.20
Construction Lender Legal Fees	\$20,000	2,222	1.98
Title and Recording	\$10,000	1,111	0.99
Taxes During Construction	\$0	0	0.00
Insp. Fees (3rd party/Bank)	\$5,000	556	0.49
Power/Telecom Fees	\$19,000	2,111	1.88
Other (Specify)	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$278,034</b>	<b>30,893</b>	<b>27.52</b>
<b>SELLER CLOSING COSTS</b>			
Seller Concessions	\$0	0	0.00
Closing Costs	\$13,500	1,500	1.34
Interest Rate Buy Down	\$0	0	0.00
Sales Expenses (realtor fees, title fees, etc.)	\$60,000		
Other (Specify)	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$73,500</b>	<b>1,500</b>	<b>1.34</b>
<b>SOFT COSTS</b>			
Tap Fees (Water/Sewer)	\$10,981	1,220	1.09
Impact Fees	\$57,915	6,435	5.73
Appraisals	\$10,000	1,111	0.99
Market Study	\$5,000	556	0.49
Environmental Studies (Phase 1, Phase 2, Lead, Asbestos,	\$3,500	389	0.35
Other Studies (traffic, wetlands, etc.)	\$2,500	278	0.25
Geotechnical/Soils Testing	\$6,850	761	0.68
Material Testing	\$1,500	167	0.15
Capital Needs Assessment	\$0	0	0.00
Temporary Relocation	\$0	0	0.00
Permanent Relocation	\$0	0	0.00
Marketing	\$0	0	0.00
Green Certification Fees (LEED Certification, etc.)	\$0	0	0.00
Soft Cost Contingency	\$45,000	5,000	4.45
Other (Specify)	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$143,246</b>	<b>15,916</b>	<b>14.18</b>
<b>DEVELOPER FEE / PROFIT</b>			
Developer's Fee	\$210,000	23,333	20.78
Third Party Development Management/Owner's Rep	\$0	0	0.00
Consultants	\$0	0	0.00
Other (Specify)	\$0	0	0.00
<b>SUBTOTAL (i.e. - maximum developer fee)</b>	<b>\$210,000</b>	<b>23,333</b>	<b>20.78</b>
<b>RESERVES</b>			
Operating Reserve	\$0	0	0.00
Debt Service Reserve	\$46,966	5,218	4.65
Capitalized Reserves	\$0	0	0.00
Other (Specify)	\$0	0	0.00
<b>SUBTOTAL</b>	<b>\$46,966</b>	<b>5,218</b>	<b>4.65</b>
<b>TOTAL DEVELOPMENT EXPENSES</b>	<b>\$4,318,847</b>	<b>473,205</b>	<b>\$421.50</b>

Livable Square Footage	9,792
Non Living Square Footage	312
Total Project Square Feet	10,104
Number of Units	9

% of Non-living SF 3.1%

8.77%	% of construction
13.44%	% of construction

Construction budget OR  
Acquisition budget if applicable

<< This section is new.

	per unit	per SF	
Hard Costs	\$ 356,900	\$ 317.90	75.4%
Soft Costs	\$ 89,638	\$ 79.84	18.9%
Land Costs	\$ 33,333	\$ 29.69	7.0%

8.16%	
5.58%	% of Total (less Dev. Fee, Res., & Acq)

\*costs included in hard cost evaluation.

Housing Development & Preservation - Staff Analysis

Project Name: Anvil Walsh Townhomes  
 Applicant: Silverton Housing Authority  
 County: San Juan

Number of Units	9
DOH Grant/Unit	\$ 77,000
Per Unit Cost	\$473,205



**COLORADO**  
 Department of Local Affairs

Division of Housing  
 Spreadsheet Version 1.5

Sources & Uses

Project Sources & Uses Budget					
PROJECT SOURCES			PROJECT USES		
Amount	Detail		Uses	Amount	Notes
			Acquisition Costs	\$300,000	
Sale Proceeds	\$2,840,800		Site Improvements	\$100,000	
DOH Grant	\$616,000		Construction	\$3,112,101	
Grant	\$450,000	Colorado Health Foundation	Professional Fees	\$55,000	
San Juan County - Land Contr	\$300,000	San Juan County	Construction Finance	\$278,034	
Town of Silverton - Fee Waiv	\$103,047	Town of Silverton	Soft Costs	\$143,246	
			Developer Fee / Profit	\$210,000	
			Reserves	\$46,966	
San Miguel Power Association	\$9,000		Seller Closing Costs	\$73,500	
<b>TOTAL SOURCES</b>	<b>\$4,318,847</b>		<b>TOTAL USES</b>	<b>\$4,318,847</b>	
			Developer Profit in addition to Developer Fee		
			Possible additional sales revenue		

Construction Sources & Uses Budget					
CONSTRUCTION SOURCES			CONSTRUCTION USES		
Source	Amount	Detail	Uses	Amount	Notes
Total Construction Debt	\$2,840,800		Total Construction Cost	\$4,318,847	
DOH Grant	\$616,000				
Colorado Health Foundation	\$450,000				
San Miguel Power Association	\$9,000				
<b>TOTAL SOURCES</b>	<b>\$3,915,800</b>		<b>TOTAL USES</b>	<b>\$4,318,847</b>	
Additional Construction sources needed:		\$403,047			

DOH Budget Spreadsheet Homeownership - Anvil Townhomes

**Project Name:** Anvil Walsh Townhomes  
**Applicant:** Silverton Housing Authority  
**County:** San Juan

### For Sale Affordability

Buyer Financing Assumptions	
Interest Rate:	6.50%
Term (years):	30
Down Payment:	3.50%
Loan-to-Value	96.50%



**COLOR**  
Department of  
Division of Housing

\*based on 1.5 person / bedroom

[illegible]

**November 12, 2024**  
**BOARD OF TRUSTEES**  
**REGULAR MEETING PACKET**

**November 12, 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.

# **November 12, 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.



**November 12, 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.

**November 12, 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: Tap and Plant Investment Fee Waiver For Anvil Townhomes  
STAFF CONTACT: Anne Chase, Gloria Kaasch-Buerger, John Sites  
MEETING DATE: 11.12.2024

### Overview:

The Silverton Housing Authority's Anvil Townhome project is in a predevelopment phase to determine the financial feasibility of the project. The project has a \$1,164,981 funding gap to ensure the units are sold at an affordable price to Silverton's local workforce.

Staff and the Development Consultants have identified the Water and Sewer Plant Investment and Tap Fees as an opportunity to reduce the funding gap and serve as a match for grant applications. The proposed project budget includes a \$103,047 waiver for Town of Silverton Water and Sewer Plant Investment Fees, Tap Fees, Planning Review Fees and Building Permit Fees. A \$103,047 Fee Waiver is a match to the DOH Application for \$616,000. A higher match percentage will greatly strengthen the Silverton Housing Authority's application to DOH's highly competitive funding round.

Below is a cost breakdown of the Fee Waiver Request:

Town of Silverton - Fee	Cost per Unit	EQR Multiplier	Number of Units	Total
Water Plant Investment – 4 Unit	\$4,651.00	3.4 each	2	\$31,626.80
Water Plant Investment – Single Family	\$4,651.00	1 each	1	\$4,651.00
Sewer Plant Investment – 4 Unit	\$2,774.00	3.4 Each	2	\$18,863.20
Sewer Plant Investment – Single Family	\$2,774.00	1 each	1	\$2,774.00
¾" Water Tap	\$3,467.00	n/a	1	\$3,467.00
1" Water Tap	\$3,757.00	n/a	2	\$7,514.00
Variance	\$750.00	n/a	2	\$1,500
Simple Subdivision	\$100.00	n/a	2	\$200.00
Final Plat	\$500.00	n/a	2	\$1,000.00
Site Plan Review	\$500	n/a	9	\$4,500.00
Building Permit	\$2,6951	n/a	1	\$26,951.00
<b>Total</b>				<b>\$103,047</b>

**Staff Recommendation:**

Waive Water and Sewer Plant Investment Fees, Tap Fees, Planning Fees, and Building Permit Fees to provide an in-kind match to the DOH Application for the Anvil Townhomes Project.

**Master Plan Priority:**

Housing.

**Suggested Direction:**

Direction to draft resolution for 11/25/24 meeting to waive all Town of Silverton Fees relevant to the development of the Anvil Townhomes.



## AGENDA MEMO

---

SUBJECT: SIPA Grant and Subscription Maintenance for Hydrant Leak Detection

STAFF CONTACT: John Sites, Steve Mead

MEETING DATE: November 12, 2024

---

### Overview:

Silverton's water supply, which comes from Boulder and Bear Creeks, is vulnerable to leaks, transmission line freezing, avalanches, landslides, contamination, and drought. Though our supply can be affected by these threats, in almost every case they are manageable. Exceptions would be drought, which has not yet posed a significant threat, and water loss through main breaks or leakage within the system which can be threatening to the water supply.

Leaks can be very difficult to detect, taking large amounts of staff time listening to hydrants to locate a general area of the leak and then hiring a professional leak detection service to pinpoint the leak for repair. In some cases, the leaks are in a location that is difficult to hear with listening equipment and the cost of hiring a leak detection company to survey the entire Town is unreasonable. Staff considered the latter option in February of 2024 when at least two major leaks made it very difficult to keep water in the tanks. One of the leaks was a 1.25" service line in a building being renovated that was found and easily repaired and the other was a main break we had been looking for over a year that we found "by chance" with the leak detection company.

In March of 2024, Staff attended the Colorado Rural Water Conference in Loveland and were introduced to a recently developed leak detection system. Though the system has been piloted for over ten years in small to large systems, it is still considered a relatively new technology and is gaining in popularity. The system uses essentially the same technology that leak detection companies use to pinpoint our leaks. The origin of the sound of the leak is correlated between hydrants with a sensitive listening device. The equipment is simply a fire hydrant cap with a correlation sensor and a battery inside. The caps are installed at less than 1000-foot intervals. In Silverton we will need 48 caps. The caps are connected to the communications grid wirelessly and are monitored continuously at a control center. When a leak is detected, Town Staff will be notified via email and a crew can be deployed to repair the leak, essentially in real time as compared to our traditional techniques.

The product and monitoring is supported by Mueller Water Products, Inc., a long-time leading manufacturer of products and services used in the transmission, distribution and measurement of water in North America. References to water systems that have used the product for years were supplied to the Town. The result of reference follow up was an overwhelming support for the products' effectiveness at detecting leaks within the distribution system.

After researching the technology and verifying its effectiveness in other systems with similar characteristics, Staff began to search for funding opportunities. The Statewide Internet Portal Authority (SIPA) grant program was determined to be a very likely candidate. The purpose of this funding is to: "Improve the efficiency and effectiveness of government service delivery to the people of Colorado" and "Implement innovative, high-impact technology solutions that help to cement Colorado's status as a leader in civic technology".

Silverton received a grant award for \$73,248 in October, which will pay for all the hydrant caps and two years of the subscription price. Mueller has a discount for longer-term subscriptions and Staff is recommending, and SIPA is encouraging, that the Town take advantage of leveraging the SIPA funds to pay for an extra three years of leak monitoring to take advantage of the long-term subscription discount. The extra three years of maintenance funds are currently in the 2025 budget draft. The Town will be responsible for maintaining the subscription annually or in blocks beyond the expiration of the chosen plan. See funding details in "Budget Impact" below.



## AGENDA MEMO

---

SUBJECT: SIPA Grant and Subscription Maintenance for Hydrant Leak Detection

STAFF CONTACT: John Sites, Steve Mead

MEETING DATE: November 12, 2024

### Budget Impact:

- |                                                                      |                       |
|----------------------------------------------------------------------|-----------------------|
| • Leak detection hardware, installation and two years of monitoring: | \$73,248 (SIPA Grant) |
| • One year subscription cost (48 hydrants):                          | \$6,000               |
| • Five-year subscription cost:                                       | \$27,120              |
| • Total subscription savings with a five-year plan:                  | \$2,880               |

Total project cost for the leak detection system and five years of monitoring:	\$89,520
Total Town “match” equivalent (18%):	\$16,272 (2025 Budget)

### Attachments:

- SIPA Grant Agreement

### Staff Recommendation:

Staff recommends entering into a grant agreement with SIPA for funding to purchase and install the leak detection hardware and authorize budgeting leak monitoring support for an additional three years in the 2025 budget.

### Timeline and subsequent actions:

- If the Town enters the grant agreement with SIPA and the 2025 Budget is passed in December, Town will then enter into an agreement with Mueller to install the system and request reimbursement from SIPA during the first quarter of 2025. The Town Attorney has reviewed the contract for the leak detection system.
- The subscription can be dropped in the future as determined by the Trustees and Staff based upon available funding or other reasons and restarted again on an annual basis.

### Master Plan Priority:

Improve Existing Infrastructure: Strategy A: Invest in Maintenance and Upgrades of Existing and New Utility Infrastructure-Action Item 2: Improve/maintain the town’s water supply infrastructure

### Suggested Motion or Direction:

Make a motion to enter into the grant agreement with SIPA for funding to purchase and install the leak detection hardware and monitoring subscription and give staff direction to draft a resolution for the 2025 water budget to include leak monitoring support for an additional three years.





## **SIPA GovGrants Program**

### **GRANT AGREEMENT BETWEEN THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY AND TOWN OF SILVERTON**

This Grant Agreement ("Agreement") is by and between the Colorado Statewide Internet Portal Authority ("SIPA"), and Town of Silverton ("Grantee").

#### **I. BACKGROUND AND PURPOSE**

- A. SIPA's mission under its authorizing statute includes facilitating Electronic Information, Products, and Services ("EIPS"). See C.R.S. § 24-37.7-101(3).
- B. SIPA supports the expansion and improvement of the delivery of EIPS to the public throughout Colorado. C.R.S. §§ 24-37.7-105(1)(b), (h), and (i).
- C. SIPA created the SIPA GovGrants Program ("GovGrants" or the "Program") to provide funding and technical assistance to eligible government entity recipients in Colorado to pursue innovative technology projects. The Program is governed by the SIPA GovGrants Program Manual.
- D. Grantee has an active Eligible Government Entity Agreement with SIPA and is eligible to receive funds under the Program. Grantee was awarded a grant for the amount of \$73,248.00 ("Grant Funds") to be used for the purposes described in Grantee's proposal for Leak Detection System (the "Project").

#### **II. AGREEMENT**

- A. Grant: SIPA will provide the Grant Funds to Grantee in the amount and according to the schedule in the Grant Plan, attached as Exhibit A to this Agreement. SIPA, in its sole discretion, may withhold any payment or modify the payment schedule based on Grantee's compliance with this Agreement or the completion or satisfaction of any milestones or conditions in the Grant Plan.
- B. Scope of Work: Grantee shall use the Grant Funds and any income earned on the Grant Funds in accordance with this Agreement, including all exhibits that may be attached to this Agreement, and for the purposes described in Grantee's GovGrants Application, attached as Exhibit B to this Agreement. Grantee may not make any material changes to Grantee's use of the Grant Funds without the prior written consent of SIPA, to be memorialized in an updated Grant Plan.
- C. Term: Grantee shall expend all Grant Funds in accordance with the Grant Plan. No later than ten business days following the termination or expiration of this Agreement,

## **SIPA GovGrants Grant Agreement**

Town of Silverton

Leak Detection System

Grantee shall return to SIPA any Grant Funds released to Grantee by SIPA and not expended for the purposes of the Project.

- D. Reporting: Grantee shall provide SIPA with narrative and financial reports no less than quarterly. Financial reports must detail Grantee's expenditure of Grant Funds, including the recipient and purpose of each expenditure. Narrative reports must include a summary of the project status, the benefits realized, and the obstacles encountered, as well as the status of all metrics identified for the Project as part of the Grant Plan. Grantee shall provide SIPA with copies of any external marketing or publicity communications, such as press releases, social media posts, newsletters, website content, etc., related to the Grant or the Project. Grantee shall ensure that appropriate Grantee personnel are available for meetings as reasonably requested by SIPA and that Grantee personnel respond promptly to communications from SIPA regarding the Grant or the Project.
- E. Records and Audit: Grantee shall maintain records that provide a complete audit trail of Grant Funds received and expended, and Grantee shall cooperate and participate in any audit of the Grant Funds conducted under the authority of SIPA or other duly authorized body. Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant or the Project for a period of three years following the completion of the Scope of Work. Grantee shall permit SIPA, its designee, or a duly authorized body, to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless SIPA determines that an audit or inspection is required without notice at a different time to protect the interests of SIPA. If any audit is performed that relates to Grantee's expenditure of Grant Funds, Grantee will provide SIPA a copy of such audit within 14 days after any such audit becomes final.
- F. Authorized Documentation and Communications: Grantee authorizes SIPA to observe, record, photograph, or otherwise document activities related to the Grant Funds or the Project, provided that SIPA gives Grantee reasonable advance notice. Grantee authorizes SIPA to collect, analyze, and share any information or documentation collected from SIPA observations or other sources. Grantee authorizes SIPA to use Grantee's name, logo, or other brand elements, as well as any photographs or other documentation, in SIPA's communications or promotional activities regarding the Grant or the Program. SIPA shall use reasonable care to avoid publicizing any confidential or otherwise sensitive information relating to Grantee, the Grant Funds, or the Project. Grantee shall acknowledge SIPA and the Program in all public communications regarding the Grant or the Project.
- G. Impermissible Activities: Grantee shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Grantee will not use any Grant Funds to participate or intervene in any political campaign or in relation to any candidate for public office. Grantee shall not use any Grant Funds in a way that would result in improper private inurement or private benefit, or that would otherwise violate any applicable law or public policy.

## SIPA GovGrants Grant Agreement

Town of Silverton

Leak Detection System

### H. Grantee Authority and Acknowledgement of No Liability of SIPA:

1. **Authority:** Grantee represents and warrants that it has all necessary approvals and authority to accept and expend the Grant Funds. Grantee acknowledges that it is solely responsible for ensuring that its expenditure of Grant Funds is authorized and legal, that it is using the Grant Funds in a legal manner and compliant with the terms of this Agreement, and that SIPA shall have no liability concerning Grantee's acceptance and use of the Grant Funds. Grantee shall not hold itself out as an agent or representative of SIPA, or purport to speak or act on behalf of SIPA. SIPA assumes no liability for any of Grantee's activities using the Grant Funds, including any Project expenses, expenses related to Grantee's employees, or performance or payment under any third-party contract entered into by Grantee. SIPA and Grantee are acting as independent contracting parties, and no partnership, joint venture, fiduciary, or other similar relationship is created under this Agreement.
2. **Responsibility for Incident Response:** If any incident arises that threatens Grantee's ability to use Grant Funds in compliance with this Agreement, Grantee shall be solely responsible for the resolution of such incident, including all costs associated with such incident response. Grantee shall notify SIPA within two business days of Grantee becoming aware of any such incident having occurred or being likely to occur.

- I. **Governmental Immunity:** Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, C.R.S. § 24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- J. **Insurance:** Grantee shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., and upon request, shall provide SIPA with evidence of such insurance. Grantee shall ensure that all contractors or vendors performing any portion of the Scope of Work or receiving any amount of the Grant Funds maintain all insurance customary for the industry in which such third-party operates, or as required by SIPA or the Governmental Immunity Act. SIPA does not provide any insurance coverage of any kind to Grantee under the terms of this Agreement.
- K. **Remedies:** If Grantee fails to comply with any term or condition of this Agreement, SIPA may terminate some or all of the award of Grant Funds and require Grantee to repay all or any portion of the Grant Funds to SIPA. SIPA may also terminate this Agreement and any award of Grant Funds at any time if SIPA has determined, in its sole discretion, that Grantee has used any Grant Funds for an impermissible purpose, has ceased performing the work promised under Exhibit A without intent to resume performance, or has otherwise had a material change in circumstances that would reasonably be expected to

## **SIPA GovGrants Grant Agreement**

Town of Silverton

Leak Detection System

impact the Project. Any termination of this Agreement or any amount due to be repaid to SIPA by Grantee under this paragraph will be effective upon SIPA's delivery of a written notice of the same to Grantee.

- L. Dispute Resolution: In the event of disputes concerning this Agreement, the Parties will first seek to resolve them at the level of SIPA's Executive Director and the executive director or chief executive officer of Grantee. If the issue cannot be resolved at that level, Grantee may pursue resolution with SIPA's Board of Directors. SIPA's Board of Directors' decision on the issue shall be final and unappealable.
- M. Notices: Grantee's principal representative for receiving notices will be the individual identified in the Grant Plan. Either party may change its representative by providing written notice to the other party. An amendment to this Agreement will be required to change a party's representative. Notices to SIPA shall be as follows:

Statewide Internet Portal Authority  
Attn: SIPA GovGrants Program  
950 South Cherry Street, Suite 900  
Denver, CO 80246  
GovGrants@cosipa.gov

### **III. General Provisions**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of SIPA. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by SIPA shall be subject to the provisions of this Agreement.
- B. Entire Understanding: This Agreement represents the complete integration of all understandings between the Parties related to the Scope of Work, and all prior representations and understandings related to the Scope of Work, oral or written, are merged into this Agreement.
- C. Modification: The Parties may agree to modification of the terms and conditions of this Agreement in a formal amendment, properly executed and approved.
- D. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Agreement in accordance with the intent of the Agreement.
- E. Survival of Certain Terms: Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration and shall be enforceable by the other Party.
- F. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described above, this Agreement and the corresponding award of Grant Funds does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this



## SIPA GovGrants Grant Agreement

Town of Silverton

Leak Detection System

Agreement or the award of Grant Funds are incidental, and do not create any rights for such third parties.

- G. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- H. Governing Law and Venue: The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

### IV. SIGNATURES

Each person signing below represents and warrants that the signer is duly authorized to execute this Agreement and bind each Party authorizing such signature.

Grantee: Town of Silverton

Colorado Statewide Internet Portal Authority:

By: \_\_\_\_\_

\_\_\_\_\_  
Ajay Bagal, Executive Director

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

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

# Exhibit A to SIPA GovGrants Grant Agreement:

## Grant Plan

### 1. Grantee's Principal Representative:

John Sites  
Director of Public Works, Town of Silverton  
P.O. Box 250  
1450 Greene Street  
Silverton, CO 81433  
jsites@silverton.co.us  
(970) 946-6839

### 2. Maximum Grant Amount:

The maximum amount payable by SIPA to Grantee under this Grant Agreement is \$73,248.00.

### 3. Grant Term:

The term of this Grant Agreement is two calendar years, beginning on the date of execution and terminating on the same month and day of 2026.

### 4. Funding Disbursement Schedule:

Disbursement of Grant Funds will be made on a reimbursement basis. Grantee will submit all contractor invoices and documentation of payment as part of Grantee's required reports to SIPA. Within 30 days of SIPA's acceptance of Grantee's report, SIPA will disburse Grant Funds to the Grantee to reimburse all approved expenses. Grant Funds will be disbursed using the payment method selected by Grantee.

#### Expected Disbursements:

- Q1 2025: \$ 73,248.00

### 5. Scope of Work:

Grantee will contract with Echologics, LLC for the purchase and installation of leak monitoring equipment across the town's municipal water system. Grantee will also contract with Echologics, LLC for software and services associated with leak detection monitoring for a minimum of two years. The details of the project scope are included as Exhibit B to the Grant Agreement.

Grantee acknowledges that Grantee was solely responsible for the process of identifying and selecting appropriate contractors for the purposes of the Project and for defining the scope and

**SIPA GovGrants Grant Plan**  
**Town of Silverton**  
**Leak Detection System**

activities related to the Project. Grantee will be responsible for all contractor management associated with the Grant Project.

**6. Key Performance Indicators:**

KPI	Description
1	Time to detection and repair of a leak will be reduced by 90%
2	Gallons of water lost to known or suspected leaks per year will be reduced by 90%
3	Town funds spent on leak detection and repair per year will be reduced by 15%

**7. Required Reporting:**

Grantee will provide financial and narrative reports to SIPA on a quarterly basis through the SIPA Grant Portal. SIPA will provision Grantee with one user account for the portal. The user account must be for a designated individual, and Grantee may not share credentials or otherwise grant access to the SIPA Grant Portal to anyone other than the designated reporting account holder.

Grantee reports should also include all supporting documentation for expenses incurred during the reporting period. To the extent feasible, Grantee reports should include copies of all public communications regarding the Project or the Grant.

**Reporting Due Dates:**

- Q1 2025: March 7, 2025
- Q2 2025: June 6, 2025
- Q3 2025: September 5, 2025
- Q4 2025: December 5, 2025
- Q1 2026: March 6, 2026
- Q2 2026: June 5, 2026

# SIPA GovGrants Program

## Applicant Worksheet

### Applicant Information:

Organization/Government Entity:	Town of Silverton
Government Type:	Local/Municipal
Submitter Name:	John Sites
Submitter Title:	Public Works Director
Submitter Email Address:	jsites@silverton.co.us

### Section 1: Eligibility

**1.1. Is your organization a Colorado government entity eligible to work with SIPA?**

Eligible entities include: State Government, Municipal and County Government, K-12 Education, Public Colleges and Universities, and Special Districts.

Response (dropdown): Yes (Select Gov Type Above)

**Additional information:**

**1.2. Does your organization have an active Eligible Government Entity (EGE) agreement with SIPA or do you need to execute one as part of applying for SIPA GovGrants?**

For any questions or to inquire about the status of your organization’s SIPA EGE Agreement, please contact [sipa@cosipa.gov](mailto:sipa@cosipa.gov).

Response (dropdown): Yes, we have an active EGE Agreement with SIPA

## Section 2: Proposal Narrative

### ***2.1. What is your problem statement? What is the problem you are trying to solve for the Coloradans that you serve?***

#### **Response:**

Silverton, Colorado's drinking water is facing supply shortages and reliability issues. The Public Works Department is being challenged by an increase in leaks in its distribution system because of an aging infrastructure. This requires the water system to navigate the complexities of having a small staff that is at capacity with daily operations in a growing community, while ensuring that citizens and visitors have a stable water supply. Outsourcing leak detection in our remote, small town in the San Juan Mountains is challenging and costly. A series of leaks during the winter of 2024 resulted in the raw supply being insufficient to maintain the storage tank level. A fire or additional leak would have compromised the town's water supply in short order. Silverton has a history of main breaks which have caused water shortages going back to the 1980s. The last ten years have been no exception, and the leaks in 2024 presented a most critical situation with respect to water supply. Because our pipes are typically 7-8 feet deep, leaks rarely surface and increase the complexity of detection.

A leak had been suspected since early 2023 and town staff had gone on several leak detection missions using listening devices without success. Nearly a year later, a valve broke at a building undergoing a remodel on a Saturday morning and the storage tank levels began to drop with maximum flow from our sources. Had the building not been under construction or occupied, the crew would not have heard the water filling the basement on the following Monday morning and the critical leak could have gone undetected for days or longer. The broken valve was repaired, meanwhile a leak detection service was finally able to make it to town (their second trip to find the same leak) to search for the long-suspected leaks. The detection crew expressed that when the leak was found, it was by "luck" with respect to where our personnel expected the leak to be. After the leaks were repaired, the plant went from treating 200 gallons per minute to less than 100 gallons per minute. Being conservative with an estimate of 50 GPM being lost to the main break alone, approximately 2.16 million gallons per month were lost from the Town water supply and receiving river systems over the course of approximately one year.

### ***2.2. What is your proposed solution to the problem? How will you use technology to address the problem?***

#### **Response:**

*Efficient* leak detection will facilitate *early* leak detection and give water system staff the time to do their day-to-day work serving the community and its visitors. Installation of Mueller's EchoShore DX permanent leak detection system presents a solution to this problem. EchoShore cost effectively identifies leaks as they form, can improve the efficiency of repair crew deployment, and enables utilities to reduce damage to other infrastructure caused by pipe breaks.

Constant water leak monitoring is an emerging technology that has been piloted and proven within the last ten years. Mueller's EchoShore-DX is a leak monitoring system that pairs best in class hardware with



artificial intelligence, analytics, and expert support to identify emerging leaks in water pipe networks. The system uses acoustic sensors connected to the pipe network, typically in the form of fire hydrant caps or sensors placed in valve boxes. The sensors can measure the sound of a leak travelling through a pipe during the early morning hours when usage is at its lowest, without interference and if needed, compare the sound against multiple days for consistency on hard to pinpoint leaks. Acoustic signals are sent through the cellular network to secure cloud servers for analysis. Leak alerts are delivered to users through a web user interface for repair and maintenance. Using superior sensitivity and precise alerts, utilities can catch leaks sooner, reduce non-revenue water, and make data-informed operational decisions. Through installed sensors, data is recorded, collected and sent to the data cloud through a secure server. The data is then analyzed and displayed exclusively on Sentryx, a web-based interface for staff to view insights into their systems. This allows staff to monitor and prioritize repairs in a timely manner based on their available resources. A monitoring team supports each system through the Leak Operations Center (LOC). This support service can be leveraged for troubleshooting, knowledge sharing, and best practices for the use of the EchoShore-DX system and general leak detection approaches that have proven successful in the field. Connecting front line operators with leak detection experts who have conducted hundreds of leak investigations in the field and now manage systems of thousands of leak monitoring sensors daily is a powerful combination that drives system success.

### ***2.3. Who will benefit from your proposal? Who is the intended audience or beneficiary?***

#### **Response:**

The residents and visitors of Silverton would be the primary beneficiaries of this leak detection system. Early identification of leaks and the ability to schedule repairs quickly will allow the Public Works department to keep a stable supply of water in the storage and distribution system, for human consumption as well as fire suppression.

This system will also benefit downstream communities and river systems through prevention of water loss in the ground.

### ***2.4. What outcomes will be achieved if your proposed solution is implemented? Do you have evidence to support that the outcomes are likely to occur?***

*Evidence may include user research, results from other jurisdictions, academic research, etc.*

#### **Response:**

This system will save staff and fuel resources on leak detection, which can be significant depending upon conditions within the system. In the last two years \$4,835.00 has been spent hiring outside professional leak detection services and more dollars over the last 15 years. Recent invoices are included in the application materials. As one reference for the product said, "the (EchoShore) system is a force multiplier." Instead of trying to find leaks we will spend our time fixing them. More importantly, quicker detection and repair in turn helps mitigate the possibility of Silverton's water supply being compromised because of leaks, and reduces water lost from the Animas, San Juan and Colorado river systems.

We have been in contact with three water systems who have been using this system for some years since the product has become available. Two of these were email responses and are attached, another was via phone. All of the references, some of which now have thousands of detection units in place, speak to the system's ability to identify leaks more efficiently than if their crews or third-party leak detection service were to be utilized instead. Because of our remote location and limited in-house leak detection resources, we expect the level of leak detection efficiency in our system, through the implementation of this system, to be significant with respect to our water supply security.

The EchoShore system has been particularly successful on smaller diameter ductile iron (10" or less) distribution systems, which the Town's piping is comprised of exclusively.

***2.5. What are your proposed measures of success? How will you measure if the project/program is successful?***

*No more than 3 measures will typically be sufficient. In order to be used as a success measure, the proposed measure must be quantitatively measurable in some way and you must have or be prepared to get a baseline measurement against which to measure change caused by the proposed solution.*

**Response:**

Quantification of success with this system will be relatively simple by comparing flow rates at our water plant. If we are continuously producing 100 gallons per minute for example, and the system suddenly demands 150 (to maintain the tank level), we know we have a leak with few exceptions. If the leak is detected and pinpointed by EchoShore, we will excavate the water main, repair the leak and achieve success when demand drops back to 100 GPM. The crew could also compare the effectiveness of the system vs. the older methods.

Whether EchoShore takes a day or weeks to locate the leak accurately, the outcome will be preferable to finding a leak by "luck" after months, as happened in February of 2024 or, spending the precious time of our small crew listening fruitlessly to hydrants and valves until we think we hear enough to call the leak detection service. And when the leak detector arrives, she or he does not always find the leak and resources are wasted.

One reference shared that Echologics found leaks that the municipality had suspected and searched for years to find prior to its installation. We believe that there are more leaks in our system currently and that finding and repairing them would also be another measure of success.

***2.6. What is your planned approach for implementation of the proposed solution? How do you plan to support a successful implementation? Will you work with a supplier or use existing in-house resources?***

**Response:**

The leak detection system hardware (hydrant caps, typically) is supplied and installed by Mueller with assistance from the water system staff. The Town would subscribe to the monitoring system and through the installed sensors, data is recorded, collected and sent to the cloud through a secure server. The data is then

displayed and analyzed on Sentryx, where a monitoring team supports each system through the Leak Operations Center (LOC). When the system detects a leak, front line operators are connected with leak detection experts who can pinpoint the location and advise on repair.

***2.7. What is the current status of any procurement activity required by your proposal? Have you already selected any required suppliers, and if so what procurement methodology did you use? If you have not made those selections, what is your anticipated procurement strategy and timeline?***

**Response:**

Town Staff reached out to Mueller for more information after learning about the technology at a water conference. After confirming compatibility with our water system by supplying pipe materials and GIS files with water main and hydrant locations, customer references and cost estimates were requested. This is the only technology Staff is aware of with leak detection capability of this type and, Mueller is a longstanding and reputable company within the waterworks industry.

***2.8. What is the anticipated schedule and implementation timeline for your proposal? What are the necessary steps or project phases that will be needed?***

*You may attach a project schedule or supporting other documentation with your application. Please note here if the schedule is provided in another document.*

**Response:**

Implementation of the system begins with confirming the cap specifications. This is achieved by testing a sample on our hydrants before they are manufactured. This process typically takes one week. The manufacturing timeline depends on Muellers production schedule but an order the size of what has been specified for Silverton is usually complete in 4 to 6 weeks. Installation pace is 50 units/day, so for the Town of Silverton, a day or two. Commissioning will require another couple of days and then leak detection can begin. We would start the process once funding is secured and could have a working system within three months.

*Questions continue on next page.*

## Section 3: Team Composition

*For each of the roles below, please provide at least the full name, title, and email address for the individual who would fill that role for your proposal. Additionally, you may provide some details about each individual and the function they would play on your proposed team.*

### 3.1. Executive Sponsor

Name: Dayna Kranker

Title: Mayor of the Town of Silverton

Email Address: dkranker@silverton.co.us

Team Role/Function Description: Mayor of the Silverton Board of Trustees who as a group will officially authorize this project.

### 3.2. Product Owner/Product Manager

Name: John Sites

Title: Public Works Director

Email Address: jsites@silverton.co.us

Team Role/Function Description: Manager and Operator of the Silverton Water and Sewer Utilities and, Streets Maintenance Supervisor.

### 3.3. IT Director or equivalent

Name: Seccuro Group

Title: IT Contractor

Email Address: Jim Feilen <jim.feilen@seccurogroup.com>

Team Role/Function Description: Seccuro Group is the IT contractor for the Town and handles security infrastructure and other IT solutions above the level of the small Town Staff.

### **3.4. Finance Contact**

Name: Gloria Kaasch-Buerger

Title: Town Administrator

Email Address: gkaasch-buerger@silverton.co.us

Team Role/Function Description: Manager of the functions of the Town government under the direction of the Silverton Board of Trustees. Directs Staff IT troubleshooting prior to consultation with the contractor.

### **3.5. Data Monitoring/Reporting Contact**

Name: Stephen Mead

Title: Public Works Administrative Coordinator

Email Address: smead@silverton.co.us

Team Role/Function Description: Administrative and Field support for all Public Works Functions

### **3.6. Vendor/Consultant (if applicable)**

Vendor Name: Mueller

Contact Person: Mike Uthe

Email Address: Muthe@muellerwp.com

Team Role/Function Description: Northwest Manager for Mueller Technology Division. Project hardware and software specification team leader.

*Questions continue on next page.*



## Section 4: Budget

### ***4.1. What is the grant amount you are requesting?***

*The amount requested must be \$25,000 or greater.*

**Response:** \$110,400

### ***4.2. Will any funds be provided for the project/proposal from other sources, such as your organization's general budget, other grants, or federal funds?***

**Response:**

The town of Silverton did not account for this project in the 2024 budget. This system was learned about at a water conference in February, 2024 and the correlation to our need was made. Our request includes the monitoring service subscription for 10 years however, the value of the ongoing maintenance is well worth the benefits to the Town and will be included in annual budgets, ongoing asset management plans and rate studies. We consider this project a financial commitment to the technology and more importantly to water supply security.

### ***4.3. Please ensure that you have attached a full project budget (Excel file preferred). Use this space to provide any details about how the proposed budget was determined.***

**Response:**

The budget figures were generated using GIS files that provided a map of the water distribution mains and hydrants, which allowed Mueller to calculate the number of sensors needed for our system. Hardware and software costs are determined by the number of deployed units.

## Section 5: Grant Agreement

***Please ensure that you have reviewed the [SIPA GovGrants Template Grant Agreement](#). If you are requesting any exceptions to the template agreement, you may provide them in a separate document showing your requests as redlines/tracked changes (Word document format preferred).***

*Please use the space below to provide any explanations or details about your requested changes, or indicate that you accept the template agreement without exceptions.*

**Response:**

We accept the template agreement without exceptions.

# Addendum B-1 - Town of Silverton - Leak Detection System

<b>Silverton Leak Detection Project Budget</b>				
<b>Equipment Fees</b>				
<i>Item</i>	<i>Price</i>	<i>Unit</i>	<i>Quantity</i>	<i>Extended Rate</i>
EchoShore_DX Nodes	\$1,190	Per Node	48	\$ 57,120.00
EchoShore_DX Install	\$110	Per Node	48	\$ 5,280.00
				\$ 62,400.00
<b>Monitoring Fees</b>				
<i>Item Description</i>	<i>List Price</i>	<i>Unit</i>	<i>Quantity</i>	
5 Year Managed Monitoring Services	\$565	Per Node For 5 years	48	\$ 27,120.00
Project total with 5 years of monitoring:				\$ 89,520.00
		<b>SIPA GovGrants Total:</b>		\$ 73,248.00
		<b>Town of Silverton Balance:</b>		\$ 16,272.00

## Addendum B-2 - Town of Silverton - Leak Detection System



Echologics, LLC  
1200 Abernathy Rd, Suite 1200,  
Atlanta, GA, 30328, USA

Toll Free: 1 (800) 423-1323  
Fax: 1 (905) 612-0201  
[www.echologics.com](http://www.echologics.com)

# TOWN OF SILVERTON, CO - ECHOSHORE-DX

## Quote

Prepared for: Stephen Mead

Prepared by: Laura Dority

Echologics, LLC

Proposal Number: 42224069

Date: 10/7/2024

## 1. INVESTMENT INFORMATION

Error! Reference source not found. outlines the investment information for the proposed EchoShore®-DX leak monitoring system.

Table 1 - Investment Information for System Purchase

<b>EchoShore®-DX Leak Monitoring System</b>				
<b>Equipment Fees</b>				
Item Description	Price	Unit	Quantity	Extended Rate
<b>EchoShore®-DX Nodes</b>	\$1,190	Per node	48	\$57,120
<b>EchoShore®-DX Install</b>	\$110	Per node	48	\$5,280
<b>Equipment Total</b>				\$62,400
<b>Monitoring Fees</b>				
Item Description	List Price	Unit	Quantity	Extended Rate
<b>1-Year Managed Monitoring Services</b>	\$125	Per node per year	48	\$6,000
<b>5-Year Managed Monitoring Services (Optional)</b>	\$565	Per node for 5 years	48	\$27,120
<b>10-Year Managed Monitoring Services (Optional)</b>	\$1,000	Per node for 10 years	48	\$48,000
<b>Annual Monitoring Total</b>				\$6,000
<b>Total Project Fee with 10 Years of Monitoring</b>				\$110,400

The pricing is in USD and valid through 11/30/2024. Prices do not include any applicable taxes. Product prices are ExWorks Echologics. Should any civil works or traffic control be required for installation, this would be the responsibility of the Town of Silverton.

## 2. SCOPE OF WORK AND SUPPLY

This section sets out what will be supplied by Echologics and the Town of Silverton for the EchoShore®-DX leak monitoring system upgrade:

### ECHOLOGICS: SCOPE OF SUPPLY

Item	Description	Qty
<b>Leak Monitoring System Design</b>	Site Specific leak monitoring system designed based on utility GIS pipe network, and monitoring objectives.	Lot
<b>EchoShore-DX Fire Hydrant Cap Sensor</b>	EchoShore-DX leak detection sensor integrated into fire hydrant pumper nozzle cap. Pumper nozzle cap designed to be specified by the utility for size, thread type, color, and pent-nut type.  Includes data logger, cellular communication module, leak sensor, configured metal pumper nozzle housing.  On Site Installation Included.	48
<b>Sentryx Leak Monitoring Platform</b>	Cloud-based & Licensed portal access to visualize leak alerts for duration of monitoring investment.	Lot
<b>Project Management</b>	System installation, commissioning, and start-up	Lot
<b>System Training</b>	Remote Training with Echologics Project Manager	1
<b>Project Reviews</b>	Meeting with Echologics project manager to review system performance, reporting protocols and system feature updates.	Annual [WebEx]
<b>Leak Monitoring</b>	Leak monitoring analysis service for EchoShore sensors. A dedicated site analyst will review data every day (Monday through Friday) and will report any suspected leaks to the utility. Leak Alerts are delivered through the Sentryx leak monitoring user interface as well as through personalized email from the dedicated site analyst	As Ordered



## TOWN OF SILVERTON: SCOPE OF SUPPLY

The Town of Silverton will provide Echologics with the desired area to be monitored along with support to install the system sensors. The Town of Silverton will need to undertake any required preparations of the access points to enable installation of the monitoring system.

Item	Description	Quantity
<b>Relevant pipe information (GIS layers)</b>	<p>Supply of relevant GIS pipe information for the entire water network with the area targeted for leak monitoring identified.</p> <p>The following attribute layers are required for the water network:</p> <ul style="list-style-type: none"> <li>- Water Mains, including material and size</li> <li>- Laterals</li> <li>- Hydrants</li> <li>- Valves</li> </ul> <p>The following attribute layers are requested for the entire water network:</p> <ul style="list-style-type: none"> <li>- Past break history</li> <li>- Other incident datasets (pressure event/customer complaint)</li> </ul> <p>These datasets are used to increase leak detection accuracy &amp; predictive network capabilities.</p>	Lot
<b>Sensor Placement Review</b>	Approve locations selected by Echologics for EchoShore-DX sensors based on local knowledge.	Lot
<b>Site Survey</b>	Survey sensor installation locations to ensure that fire hydrant types are consistent and underground appurtenances identified on the GIS maps provided exist.	Lot
<b>Installation Support</b>	<p>Support leak monitoring sensor installation with activities including but not limited to:</p> <p>Permitting for access to water appurtenances by installation crews</p> <p>Arranging traffic control as needed to enable system sensor installations.</p> <p>Completing any enabling work to allow for sensor installation. For example uncovering and cleaning valves, repairing leaking hydrants, or other state of good repair items.</p>	Lot
<b>Commissioning Support</b>	Flow hydrants to support commissioning and testing of the EchoShore-DX system.	Lot

<b>Point of Contact</b>	Identify one person as a primary user to provide a single channel of communication between the Utility and Echologics.	Lot
<b>Repair and Maintenance</b>	Take appropriate action when leaks are identified by Echologics' data analysis team to confirm location in field and schedule leak repair. Notify Echologics of leak repair and/or results of field investigations.	Lot

## SYSTEM OVERVIEW MAP



MASTER SERVICES AGREEMENT FOR PROPOSAL #42224069

This Service Agreement ("Agreement") is entered into by and between Echologics, LLC ("Seller"), having its principal place of business at 1200 Abernathy Rd, Suite 1200, Atlanta, GA, 30328, USA and \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of \_\_\_\_\_ ("Customer") having its principal place of business at \_\_\_\_\_, and is entered into as of the date of last signature below (the "Effective Date").

This Agreement consists of (i) this signature page, (ii) the Service Agreement Terms and Conditions (including all Exhibits) and (iii) the Services and Services Descriptions Customer has elected to purchase in Attachment A, which are incorporated in this Agreement by this reference.

The parties have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

_____	Echologics, LLC
(Customer)	(Seller)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

## MASTER SERVICES AGREEMENT - TERMS AND CONDITIONS

**1. Definitions are those set out in the Glossary of Terms at the end of the Agreement.**

**2. Scope.**

This Agreement describes the terms and conditions for (i) purchases by Customer of Services and delivery by Echo of the Services and (ii) purchases of Equipment. This Agreement will govern all sales of Echo's products, including products, equipment, and parts manufactured or sold by Echo (together, "Products") to Customer (this "Order"). This agreement supersedes and rejects and prior written or oral agreement understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. This Agreement may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of Echo and Customer. Echo's acknowledgement of Customer's purchase order will not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

**3. Equipment Costs and Software License Fees.**

Customer shall pay Echo the amounts specified in Exhibit B ("Purchase Fees"). All Purchase Fees payable by Customer to Echo hereunder shall be paid to Echo at the address specified in Exhibit C, or at such other place as Echo may designate in writing to Customer from time to time. For the avoidance of doubt, all Software is being licensed and not sold to Customer. The terms and conditions specified in this Agreement shall apply to the sale of the Equipment. All prices are F.O.B. Point-of-Shipment, unless otherwise stated.

**4. Service Fees.**

Customer shall pay Echo the amounts set forth in Exhibit B. Echo is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes. All stated amounts are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other amounts. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible.

**5. Shipments.**

The cost of any special packing or special handling caused by Customer's requirements or requests will be added to the price of the Order. No claim for shortages will be allowed, unless made in writing within 10 days of receipt of shipment.

**6. Delivery.**

Echo will use its commercially reasonable efforts to complete shipment as indicated. In the event Customer requests a delay or suspension in completion and/or shipment of Products or any part thereof for any reason, the parties will agree upon any cost and/or scheduling impact of such delay and allocate such costs to Customer's account. Any delay beyond 30 days after original scheduled shipment date will require Customer to take title and risk of loss of such Products and make arrangements for storage. Echo's invoice will be issued upon Echo's readiness to ship Products. Echo will select the method of shipment and the carrier to be used to deliver Products, unless otherwise agreed. Unless otherwise agreed, shipment will be FCA (Incoterms 2000) Echo's designated shipping point. Failure to deliver by the specified date will not be a sufficient cause for cancellation.

**7. Installation and Set-up Fees.**

Installation and set-up fees related to the Equipment and Software shall be as specified in the applicable invoice, purchase order, statement of work or other order form executed by the parties.

**8. Payment.**

Unless otherwise agreed upon in writing by the parties hereto, payment terms shall be net thirty (30) days from the date of invoice. All payments shall be made in United States currency. Any sum not paid by Customer when due shall bear interest from the due date until paid at a rate of (i) twelve (12) per cent per annum or (ii) the maximum rate permitted by law, whichever is less.

**9. Set-Off.**

All amounts that Customer owes Echo under an Order will be due and payable according to the terms of the Order. Customer may not set-off such amounts or any portion thereof, whether or not liquidated, against sums that Customer asserts are due it or any of its affiliates under other transactions with Echo or any of its affiliates.

**10. Invoicing.**

Fees for Services, Software and Equipment shall be invoiced in advance of delivery of Services and in accordance with the Equipment and Software schedule in Exhibit B.

**11. Term and Termination.**

(a) The term of this Agreement shall commence on the Effective Date and shall continue for a period of up to XX (XX) months. Such term will be renewed automatically for successive one (1) year terms unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.

(b) This Agreement may be terminated immediately by either party upon written notice:

(i) if the other party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching party if the breaching party fails to cure such breach within such period.

(ii) if the other party: (i) ceases to carry on business as a going concern; or (ii) becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation; or (iii) a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or (iv) an event similar to any of the foregoing occurs under applicable law.

(iii) either party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this Agreement without the prior written consent of the other party, or in the event of a sale of all or substantially all of such party's assets, or transfer of a controlling interest in such party to an unaffiliated third party. Notwithstanding the above, Echo shall be authorized to transfer or assign any of its rights or responsibilities to an Affiliate of Echo without the consent of Customer.

(c) if Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Echo of such past due payment, Echo may withhold the provision of Services until all amounts past due are paid in full, and/or terminate immediately this Agreement.

(d) all licenses related to the Equipment and Software shall terminate immediately upon termination of the Agreement.

(e) unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, Customer shall, at Customer's cost, return, or arrange to have returned, the Equipment and Software to Echo no later than sixty (60) days after expiration or termination of this Agreement in good repair, condition and working order, ordinary wear and tear excepted.

(f) upon termination of the Agreement, Customer shall pay Echo for all work performed hereunder up to the effective date of termination.

**12. Changes.**

Customer may request modifications as to the amount, scope and/or nature of Products to be supplied by a written change request. If, in the opinion of Echo, any modification will affect the agreed fixed price and/or time of delivery, Echo will notify Customer thereof in writing and will not be obligated to perform any modification unless agreed to by Echo. Customer will confirm that such change is authorized and accepted by issuing an Order revision.

**13. Confidentiality.**

Customer and Echo agree that in connection with this Agreement and their relationship, they may obtain Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without the receiving party's written consent. Notwithstanding the above, Echo shall be authorized to disclose Customer's Confidential Information to contractors or employees of Echo who have a business need to have access to such information. Customer shall immediately return to Echo all Confidential Information (including copies thereof) in the Customer's possession, custody, or control upon termination or expiration at any time and for any reason of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; or (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides (i) prior written notice to the disclosing party of such



obligation and (ii) the opportunity to oppose such disclosure. This Agreement shall terminate five (5) years from the date of expiration or termination of this Agreement. Notwithstanding the foregoing, all Confidential Information that is also a “trade secret”, as defined under applicable law, shall not be disclosed by either party for so long as such Confidential Information shall remain a trade secret.

Customer shall not disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of Echo. Any press release or publication regarding this Agreement is subject to prior review and written approval of us.

#### **14. Service Warranty.**

ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, SELLER HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT SELLER'S OPTION, RE-PERFORMANCE OF THE SERVICES OR TERMINATION OF THIS AGREEMENT AND RETURN OF THE PORTION OF THE SERVICE FEES PAID TO SELLER BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.

**Equipment and Software Warranty.** We warrant that on the date of shipment and for a period of 24 months thereafter (the “Warranty Period”), the Equipment and Software when properly installed and operated, will perform in accordance with the specifications contained in the user documentation and will be free of any material defects in workmanship and material. Equipment and Software may be manufactured using some refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished. In the event that the Equipment and Software do not operate as specified above during the Warranty Period, Customer must notify Echo in writing prior to the expiration of the Warranty Period in order to avail of the remedies contained in this section. Upon receipt of such notification, Echo may repair or replace the Equipment and Software at no additional cost to Customer. However, any and all costs associated with uninstalling and shipping defective Software and installing replacement Software will be the responsibility of Customer. Customer agrees to furnish Provider reasonable access to such Software. If Echo cannot repair the Equipment and Software or replace it with working Equipment and Software, then Echo will refund to Customer any amounts paid by Customer for the Equipment and Software in question. This section contains Customer's entire rights and Echo's liability in the event the warranty contained in this section is not fulfilled. EXCEPT AS OTHERWISE STATED HEREIN, CUSTOMER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PHYSICAL AND MECHANICAL CONDITION, SUITABILITY, DURABILITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT AND SOFTWARE FOR ANY PURPOSE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE OR THAT THE EQUIPMENT AND SOFTWARE OR DOCUMENTATION WILL MEET CUSTOMER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE

#### **15. Limitation of Liability, Consequential Damages Waiver, and Indemnification.**

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF SELLER, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS COLLECTIVELY, WITH RESPECT TO THIS AGREEMENT OR ANY BREACH THEREOF, WHETHER BASED ON CONTRACT WARRANTY, TORT, INDEMNITY, STRICT LIABILITY OR OTHERWISE HOWSOEVER ARISING SHALL BE LIMITED TO 3X THE MONEY PAID TO SELLER UNDER THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES FIRST GIVING RISE TO SUCH LIABILITY.

In all cases where Customer claims damages allegedly arising out of defective or nonconforming Products, Echo's exclusive remedies and Echo's sole liability will be those specifically provided for under the Warranty Section. IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, WILL SELLER BE LIABLE FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL OR CLAIMS OF CUSTOMERS) INCURRED BY CUSTOMER OR ANY THIRD PARTY.

Customer agrees to indemnify, hold harmless and defend Echo, including its affiliates, officers, employees, agents, subcontractors, suppliers, and representatives, against any and all judgments, losses, damages, expenses, costs, including defense costs and legal fees, arising from any and all lawsuits, demands, or claims for personal injury, death, property damage, or other liability arising or claimed to arise from any act or omission of the Customer or Echo in any way related to this Agreement or Products, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability, failure to comply with any applicable law, or other allegation of fault. To the extent the aforesaid obligation of the Customer to so indemnify Echo is prohibited by the laws and statutes of the state(s) or province(s) where this

Agreement is in effect, then the obligation created under this provision will, but only to the extent of such prohibition, be null and void. The remainder of the Customer's indemnity obligations will remain in effect and be binding upon the parties.

## **16. Software Access and License.**

For Equipment purchased by Customer from Echo, Echo grants to Customer a limited, non-exclusive, nonsublicenseable, nontransferable, perpetual, irrevocable license to use and execute the software embedded in the Equipment for its internal business purposes in connection with such Equipment ("Firmware").

Subject to the terms of this Agreement and the payment of the fees specified in Section 3 herein, Echo grants to Customer, for its internal business purposes and during the term of this Agreement, a limited, non-exclusive, non-sublicenseable, non-transferable right to access and use the online, hosted software specified herein ("Online Software" and along with Firmware ("Software")).

The license in this paragraph is valid until the earlier of: (i) the expiration or termination of this Agreement; or (ii) Echo's request to Customer that the Equipment and Software be returned to Echo. All rights not expressly provided to Customer by Echo herein are expressly reserved by Echo.

Except as expressly authorized, Customer shall not (and shall not permit a third party to) download more than one copy of the Software, copy, in whole or in part, any Software, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Software to human-readable form, or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Software.

Customer acknowledges that the Equipment and Software may contain and Echo may use in the performance of the Services and other obligations hereunder know-how, intellectual property, methodologies, processes, technologies, algorithms, development tools, data, modules, components, designs, utilities, subsets, objects, program listings, models, programs, systems, analysis frameworks, leading practices, specifications, inventions, original works of authorship, developments, improvements, and trade secrets owned by Echo ("Echo IP"). In consideration included herein, Customer agrees not to provide any third-party access to Echo IP.

Customer shall be solely responsible, at its own expense, for (a) the delivery of the Equipment and Software to Customer, such delivery method being subject to Echo's sole discretion, (b) the packing, rigging and delivery of the Equipment and Software back to Echo, upon expiration or termination of this Agreement, in good repair, condition and working order, ordinary wear and tear excepted, and (c) the de-installation, maintenance and repair of the Equipment and Software. Customer shall, at its expense, keep the Equipment and Software in good repair, condition and working order, ordinary wear and tear excepted. If any of the Equipment, upon its return to Echo, is not in good repair, condition and working order, ordinary wear and tear excepted, Customer shall be obligated to pay Echo for the out-of-pocket expenses Echo incurs in bringing such Equipment and Software up to such status; provided, however, if such Equipment and Software cannot be repaired, Customer shall pay the applicable replacement cost. Echo shall be entitled to inspect the Equipment and Software at reasonable times.

## **17. Ownership / Intellectual Property.**

Echo shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Echo as of the Effective Date and all Intellectual Property in and to the Services, Echo Equipment and Software, or other Intellectual Property provided or developed by Echo or a third party on Echo's behalf, including improvements, enhancements and derivative works made thereafter or created, developed or discovered pursuant to this Agreement. Except as expressly provided herein, Echo expressly reserves all rights, title and interest in the Equipment, Software, Services and related intellectual property. Customer shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Customer as of the Effective Date.

Echo agrees that the Deliverables shall be the sole property of Customer. Customer hereby grants Echo a worldwide, perpetual, nonexclusive, royalty-free, fully paid-up right and license to use the Deliverables.

Echo makes no express or implied representation or warranty that the Services, Equipment and/or Software will not infringe any third party patent, copyright or other intellectual property rights. Customer acknowledges the great value of goodwill associated with the name and trademarks of Echo, and the identification of the Services, Equipment and/or Software therewith. Customer will not obscure, effect or permit the removal or alteration of any trademarks, copyright notices, patent numbers, serial numbers or the like affixed to any Services, Equipment and/or Software. All rights, title and interest in and to the designs, models, patterns, specifications, copyrights, patents, trade secrets, trademarks and other intellectual and industry property in the Products, documentation and related materials will remain vested in Echo or its third party suppliers.

## **18. Disclaimer.**

All forms of non-destructive, non-invasive testing involve an inherent and unavoidable level of uncertainty.

The results provided by Echo are not guaranteed. The methods used for leak detection and pipe condition assessment are highly dependent on input parameters; therefore, it is not possible to certify the results. Echo is not responsible any actions taken or recommendations made by Customer based on the results presented in the report. Echo uses a commercial reasonable and technology-based best effort methodology developed through experience and expertise in acoustic-based leak detection and pipe wall condition assessment. The findings are summarized in a report format and represent survey level results. The accuracy of assessments is subject to, among other factors:

- a. interference from background noise, which, in specific cases, may make the data unsuitable for analysis; and
- b. the accuracy of certain information provided to Echo by Customer, including, but not limited to, pipe infrastructure descriptions and layouts, water temperature and the distance and size of pipes.

Results may vary significantly if these or other factors interfere with the assessment.

#### **19. Force Majeure.**

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party will be extended for a period equal to the time during which the event prevented the party's performance.

#### **20. Applicable law and Jurisdiction.**

In the event that Buyer is located in Canada, these Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario, and will be treated, in all respects, as an Ontario contract. In the event that Buyer is located in Australia or New Zealand, these Terms will be governed by and construed in accordance with the laws in force in the State of New South Wales. In the event that Buyer is located in Europe, these Terms will be governed by and construed in accordance with the laws in force in The Netherlands. In the event that Buyer is located in the United States or any other part of the world other than Canada, Europe or Australia/New Zealand, these Terms will be governed by and construed in accordance with the laws of the State of Colorado. The parties agree to submit to the jurisdiction of the courts of (a) the Province of Ontario (in cases where the Buyer is located in Canada), (b) the State of New South Wales (in cases where the Buyer is located in Australia or New Zealand), (c) The Netherlands (in cases where the Buyer is located in Europe and (d) the federal court in the State of Colorado (in cases where the Buyer is located in the United States or any other part of the world other than Canada, Europe or Australia/New Zealand), and in each case waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. It is agreed that no suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.

#### **21. Export Control.**

Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Echo Services, Equipment and/or Software and will obtain all required authorizations, permits, or licenses.

#### **22. Compliance with Laws/Anti-Bribery.**

Echo and Customer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Customer has not and will not offer, promise authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department official or government owned or controlled entity in order to obtain or retain business, or secure any other Improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.

#### **23. Assignment.**

Neither party may assign, by operation of law or otherwise, or delegate its rights or obligations under this Agreement. Any purported assignment shall be null and void. Notwithstanding the above, Echo shall be authorized to transfer or assign any of its rights or responsibilities to an Affiliate of Echo without the consent of Customer.

#### **24. Notices.**

All notices required or permitted under this Agreement will be in writing and will be deemed given one day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

**25. Entire Agreement.**

This Agreement is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, except as agreed between the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

**26. No Waiver.**

The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

**27. Severability.**

In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

**28. Survival.**

Sections 8, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, and 28.

[End of Document]

## EXHIBIT A GLOSSARY OF TERMS

**Affiliate** means a Person that, directly or indirectly, controls, is controlled by or is under common control with the first Person.

**Confidential Information** means proprietary and confidential information received by Echo or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party.

**Deliverable** means the reports and tangible items delivered by Echo to Customer as specified in writing and agreed upon by the parties hereto.

**Equipment** means tangible equipment, devices, or components licensed to Customer by Echo in relation to the Services.

**Intellectual Property** means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

**Person** means an individual, partnership, corporation, business trust, joint stock company, estate, trust, unincorporated association, joint venture, governmental authority or any other entity of whatever nature.

**Services** means one or more of the services selected by the Customer and identified in Attachment A.

**Services Descriptions** mean the detailed descriptions of the Services purchased by Customer which are incorporated in the MSA by reference and attached in Attachment A.

**EXHIBIT B**

**Equipment / Software / Fees**

Please refer to attached Proposal # 42224069, Section 1



## EXHIBIT C

### Payment Remittance

Mail payments by check to:

Echologics, LLC  
23418 Network Place  
Chicago, IL 60673-1234  
E-mail wire transfer remittance advices to:  
Finance@echologics.com  
Wire instruction:  
Bank Name: JP Morgan Chase  
Address: 1 Chase Manhattan Plaza  
New York, NY 10005  
R/T # 021 000 021  
Swift code: CHASUS33 AC # 716486022  
ACH Payment: R/T #071 000 013

## 9.4 ATTACHMENT A

### EchoShore®- DX Services and Services Descriptions

Please refer to attached Technology Description - EchoShore®-DX Permanent Leak Detection

## SOFTWARE AS A SERVICE AGREEMENT

Agreement Effective Date: \_\_\_\_\_

CUSTOMER NAME & ADDRESS ("Customer"):

NAME: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

This Software as a Service Agreement (this "**Agreement**"), effective as of the date set forth above (the "**Effective Date**"), is by and between **ECHOLOGICS, LLC**, a Delaware limited liability company with offices located at 1200 Abernathy Rd, NE, Suite 1200, Atlanta, GA 30328 ("**Provider**"), and you, the customer ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, Provider and its Affiliates provide advanced water network monitoring, measurement, and control systems through its Software Services platform;

**WHEREAS**, Customer has entered or may enter into a separate agreement with Provider and/or its Affiliate(s), or Provider's authorized distributor, for certain technology products and/or services which also require the use of Software Services made available by Provider ("Prime Agreement"); and

**WHEREAS**, Customer's access and use of the Software Services is subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

- (a) "Affiliate(s)" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a party.
- (b) "Affiliate Product(s)" means Provider Affiliate product(s) which may work in combination with the Software Services.
- (c) "Aggregated Statistics" means data and information related to Customer's use of the Software Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software Services.
- (d) "Application Programming Interface" or "API" means a set of defined rules that enable different applications to communicate with each other for the purpose of processing data.
- (e) "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Software Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Software Services has been purchased hereunder.
- (f) "Customer Data" means information and data that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Software Services.
- (g) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Software Services provided to Customer upon its access to the Software Services.
- (h) "Fees" means the fees paid in relation to the Software Services as set forth in the Prime Agreement.
- (i) "Provider IP" means the Software Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics,

algorithmic tools and analysis outputs, and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Software Services, but does not include Customer Data.

- (j) "Software Services" means any application within the online SENTRYX™ software-as-a-service offering for use by Customer and its Authorized User(s). For avoidance of doubt, the Software Services do not include any Provider-managed services.
- (k) "Third-Party Products" means third-party products which may work in combination with the Software Services.

## 2. Access and Use.

- (a) **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Software Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links, mobile device application download links, or connections to allow Customer to access the Software Services.
- (b) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Software Services.
- (c) **API.** Provider shall make available certain standard APIs for Customer's use with its systems or services. Customer agrees to not abuse, misuse or exceed the reasonable limitations of the API access. Provider reserves the right to monitor Customer's API usage and enforce rate limits or other restrictions, such as but not limited to queries, to ensure the stability and optimal performance of the API and the Software Services. Customer acknowledges that the API usage is provided "as-is" and does not come with any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Provider shall not be liable for any damages, losses, or liabilities arising from Customer's use of the API. In the event of any breach of the API uses permitted by this provision, Provider reserves the right to suspend or terminate Customer's API access. By utilizing any API, Customer agrees to comply with all applicable laws, regulations, and industry standards related to data protection, privacy, and security. Any API customization and/or integration support beyond Provider's standard API offering shall be subject to Provider approval and associated consulting and development fees.
- (d) **Use Restrictions.** Customer shall not use the Software Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Software Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software Services, in whole or in part; (iv) remove any proprietary notices from the Software Services or Documentation; or (v) use the Software Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (e) **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- (f) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Software Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Software Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Software Services; or (iii) in accordance with Section 5(a) (a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Software Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Software Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
- (g) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Software Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Software Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information unless otherwise approved in writing by Customer.

## 3. Customer Responsibilities.

- (a) **General.** Customer is responsible and liable for all uses of the Software Services and Documentation resulting by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality

of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software Services, and shall cause Authorized Users to comply with such provisions.

- (b) **Customer Systems.** Customer is responsible for (i) the acquisition, set-up and maintenance of its own mobile device and/or desktop computer equipment, as applicable, and the competent operation thereof in accordance with the Documentation; (ii) providing Provider with such access to its computer systems as is necessary for Provider to provide the Software Services; and (iii) providing all cooperation and assistance as Provider may reasonably request to enable Provider to provide the Software Services in connection with this Agreement.
- (c) **Third-Party Products and Affiliate Products.** Provider may from time to time allow Third-Party Products or Affiliate Products to work in combination with or to be supported by the Software Services. For purposes of this Agreement, such Third-Party Products and/or Affiliate Products are subject to their own terms and conditions and must be procured by Customer separately from this Agreement.

#### 4. Service Levels and Updates.

- (a) **Service Levels.** Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Software Services available in accordance with the service levels set forth below:

Provider shall ensure that, in each calendar month from the start date of the Software Services ("Availability Period"), the Software Services will have an average availability of 99.5% of the Availability Period as measured from within Provider's infrastructure environment (the "Availability Target"), as calculated in accordance with the following formula:

$$\text{Software Services Availability} = (\text{System Time} - \text{Disregarded Downtime}) * 100 / \text{System Time}$$

"System Time" means the number of hours in the relevant Availability Period. "Disregarded Downtime" means the number of hours of non-availability of the Software Services as measured from within Provider's infrastructure environment, excluding non-availability caused by:

- (i) Planned maintenance or outages for which Provider has provided the Customer at least five (5) days' prior notice;
- (ii) Any device failure including, without limitation, non-availability or reduced availability of mobile network cover;
- (iii) Any problem with the internet or the Customer's internet connection (including any Wi-Fi connection where one is being used);
- (iv) Any act or omission by the Customer, or any person acting on behalf of the Customer, which prevents or delays the availability of the hosted services; and/or
- (v) Any Force Majeure event, including any failure of the internet or an occurrence of another major circumstance or event outside of Provider's control.

Provider reserves the right to take the Software Services offline in order to carry out emergency maintenance, but shall use commercially reasonable efforts to provide the Customer with as much notice as is reasonably possible. Provider cannot guarantee the availability of the cellular, LoRa or other third party-maintained networks on which data communications depend.

- (b) **Updates.** Customer acknowledges that the Software Services may from time to time include updates, upgrades and other enhancements which Provider in its sole discretion will make available. All upgrades and testing of the Software Services will be performed at Provider's discretion. Customer will have no right hereunder to require specific customization of the Software Services, such as access to a prior version level or unique user interface.

#### 5. Fees and Payment.

- (a) **Fees.** Customer shall pay the Fees as provided in the Prime Agreement. The applicable purchase order, invoice, schedule, exhibit, attachment, task order, or other ordering document included in the Prime Agreement ("**Order**") will establish the original order date for the Software Services ("**Order Date**"). If Customer fails to pay the Fees when due, without limiting Provider's other rights and remedies, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Software Services until such amounts are paid in full.
- (b) **Fee Increase.** Unless otherwise provided, the Fee for any Renewal Term(s) (as defined below) shall escalate annually as of each annual anniversary of the Software Services original Order Date by the amount of the prior term's Fee plus the increase as based upon the U. S. Bureau of Labor Statistics Producer Price Index for Data Processing and Related Services, Hosting, ASP and Other IT Infrastructure Provisioning Services, Series ID: PCU5182105182105, 12-month percent change. The Renewal Fee is based upon the number of active endpoints at the time of Renewal. For any Initial Term longer than one (1) year, the Renewal Fee pricing shall be subject to then-current pricing after the conclusion of the initial Term, followed by application of the index-based escalation as provided above.

#### 6. Confidential Information and Data Privacy.

- (a) From time to time during the Term, either Party may disclose or make available to the other Party non-public, proprietary information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other tangible form, that is reasonably understood from the context of the disclosure, or is affirmatively marked, designated, or otherwise identified as

"confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; (d) independently developed by the receiving Party; or (e) disclosed under legal compulsion. The receiving Party shall use the Confidential Information solely for the performance of this Agreement and shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) **Data Privacy and Security.**

- (i) **By Provider.** Without limiting Provider's obligation of confidentiality as further described herein, Provider will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Provider, if any, comply with all of the foregoing.
- (ii) **Data Protection.** Each Party shall comply with all laws and regulations applicable to the processing of personal data in connection with any transactions related to this Agreement which may be applicable, including any other legal requirements related to (a) privacy and data security, and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal and other processing of personal data ("**Privacy Laws**"). Unless otherwise agreed in the Prime Agreement, Customer consents to the storage of Customer Data on a Provider server located in the United States or Ireland. Customer is responsible for obtaining any necessary authorizations and consents prior to disclosing Customer Data to Provider or to any third party. The terms "controller", "personal data" and "processing" used in this section shall have the meaning set out in the applicable Privacy Laws. Either Party may use personal data consisting of ordinary business contact data (e.g., name, phone number, email address, etc.) in its capacity as a controller or processor strictly in accordance with applicable Privacy Laws in the normal course of business but only for the purpose of administration of the Party's business relationship and performance of their obligations under this Agreement.

7. **Intellectual Property Ownership: Feedback.**

- (a) **Provider IP.** Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP, and with respect to Third-Party Products or Affiliate Products, the applicable third-party or Affiliate owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products or Affiliate Products.
- (b) **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Software Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data within the Aggregated Statistics. Provider may share Customer Data with its Affiliates as necessary to provide the Software Services or to allow one to make available other services to Customer it may benefit from.
- (c) **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. **Limited Warranty.**

- (a) Provider warrants that the Software Services will conform in all material respects to the service levels set forth in Section 4(a) when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of third party networks such as but not limited to datacenter hosting or cellular or other connectivity. Any failure by Provider to meet the Availability Period shall entitle Customer to a term extension of Software Services for the period of time the Availability Period was not achieved. The remedy set forth in in this Section 8(a) is Customer's



sole remedy and Provider's sole liability, and no Provider failure to maintain the Availability Period at any time shall be deemed a breach of this Agreement. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR AFFILIATE PRODUCTS.

- (b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND ON A "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT AND SYSTEM INTEGRATION, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE SERVICES IS AT CUSTOMER'S RISK. PROVIDER DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES OR AFFILIATE PRODUCTS OR SERVICES.

## 9. Indemnification.

### (a) Provider Indemnification.

- (i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software Services, or any use of the Software Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.
- (ii) If such a Third-Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Software Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and refund Customer any pre-paid Fees on a pro rata basis as of the time of termination.
- (iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Software Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Software Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.

- (b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, and any Third-Party Claims based on Customer's or any Authorized User's (i) failure to obtain any necessary consents in accordance with the Privacy Laws; (ii) negligence or willful misconduct; (iii) use of the Software Services in a manner not authorized by this Agreement; (iv) use of the Software Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (v) modifications to the Software Services made by Customer, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

- (c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 10. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, LIQUIDATED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

## 11. Term and Termination.

- (a) Term. The initial term of this Agreement begins on the Order Date and will continue in effect for one (1) year (the "**Initial Term**"), whereupon it will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**").
- (b) Termination. In addition to any other express termination right set forth in this Agreement:
  - (i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

- (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.
- (d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 12. Miscellaneous.

- (a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Orders, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- (b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first and/or last page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- (c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, any natural disaster, epidemic, pandemic (including, but not limited to, COVID-19), explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances such as but not limited to failures or fluctuations in electrical power, telecommunications equipment or hosting services, or passage of law, order, regulation or any action taken by a governmental or public authority, including imposing an embargo.
- (d) Amendment and Modification; Waiver. This Agreement may not be amended or modified orally but only through a written amendment that is signed by each Party. No waiver of any right or duty under this Agreement will be effective, and no course of dealing will be binding on either Party, unless set forth in writing and signed by both Parties.
- (e) Severability. If any provision of this Agreement is void or unenforceable: (i) the Parties agree to replace such void or unenforceable provision with a replacement provision that most nearly approximates the outcome intended by the void or unenforceable provision, and (ii) such invalidity or enforceability will not affect the validity or enforceability of any other provision hereof.
- (f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado, United States, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado. In the event of a dispute the Parties may mutually agree to resolve the dispute by direct negotiation, mediation, or non-binding arbitration. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the state or federal courts of the State of Georgia, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of where the Parties do business or are incorporated.
- (g) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Provider provided, however, that each Party may assign its rights and obligations hereunder to an Affiliate. Any purported assignment or delegation in violation of this Section will be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- (h) Compliance with Laws/Export Regulation. The Parties will comply with all applicable laws, regulations and codes, including procurement of permits and licenses, when needed, of their respective states, territories, provinces, and/or countries in the performance of this Agreement, provided such is not in violation of the U.S. Government's Export and Anti-boycott Rules and Regulations. The Software Services and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations and other applicable laws. Customer will (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with Provider in any audit or inspection that relates to these

controls; and (c) not export, re-export, divert or transfer, directly or indirectly, any such item to any country or person who or which is embargoed by Executive Order or any applicable law, including any rules, regulations or policies promulgated thereunder.

- (i) US Government Rights. Each of the Documentation and the software components that constitute the Software Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor thereof, Customer only receives those rights with respect to the Software Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.
- (j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- (k) Publicity. Neither Party may release any information to third parties, make any public statements about this Agreement or otherwise use the other Party's name, logo or trademarks without the other Party's express written consent.
- (l) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by its duly authorized representative.

**PROVIDER**

**CUSTOMER**

By:



Name: Adam Donnelly

Title: President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## 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: \_\_\_\_\_





Echologics, LLC  
1200 Abernathy Rd, Suite 1200,  
Atlanta, GA, 30328, USA

Toll Free: 1-800-423-1323  
Fax: +1.905-612-0201  
[www.echologics.com](http://www.echologics.com)

## TECHNOLOGY DESCRIPTION

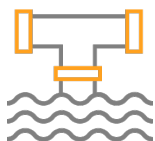
EchoShore®-DX Permanent Leak Detection – Distribution Monitoring System

# 1 SOLUTION OVERVIEW

## 1.1 ECHOSHORE-DX

EchoShore-DX is a leak monitoring system that pairs best in class hardware with artificial intelligence, analytics, and expert support to identify emerging leaks in water pipe networks. The system uses acoustic sensors connected to the pipe network. Acoustic signals are sent through the cellular network to secure cloud servers for analysis. Leak alerts are delivered to users through a web user interface for repair and maintenance. A pair of nodes can provide between 600 - 900 feet of coverage within the system. Echoshore-DX cost effectively identifies leaks as they form, can improve the efficiency of repair crew deployment, and enables utilities to reduces damage to other infrastructure caused by pipe breaks.

The hardware is designed to fit on fire hydrant nozzles or in underground chambers and attach to different sensor and antenna types in order to connect to more water system appurtenances.



Attach the sensor to virtually any existing access point in your water network – wherever you need coverage



Detect, pinpoint, and monitor existing and new leaks, as they form on the network



Increase your water network's resilience and mitigate risk of catastrophic failure

The EchoShore-DX sensor seamlessly integrate into caps of existing or new fire hydrants to match the utilities custom design, with zero impacts to customers, fire services, and water operations staff.

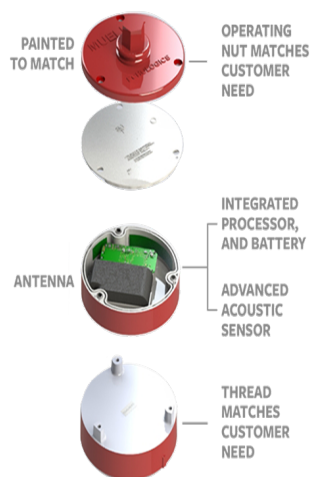


Figure 1: EchoShore-DX Sensor

The EchoShore-DXe sensor extends the acoustic leak detection and monitoring capabilities of the proven EchoShore-DX system to to cover areas of the network with limited fire hydrant availability. Using superior sensitivity and precise alerts, utilities can catch leaks sooner, reduce non-revenue water, and make data-informed operational decisions.

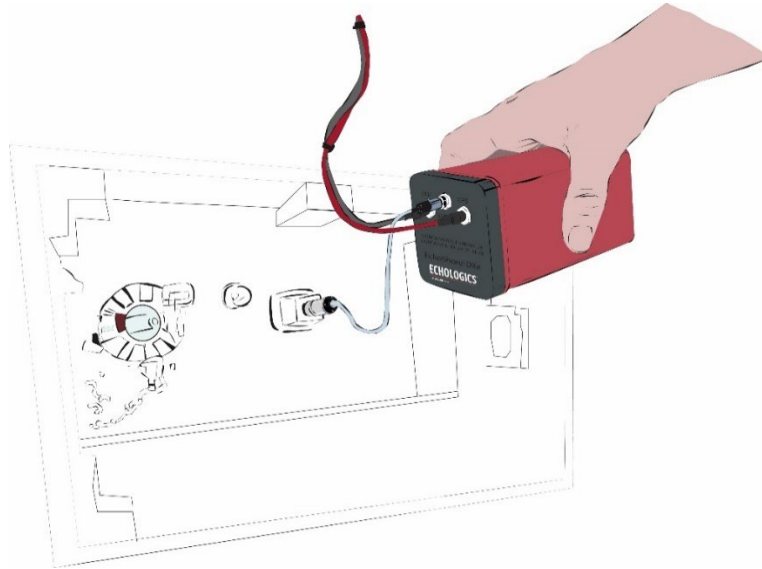


Figure 2: EchoShore-DXe Sensor

FEATURES	BENEFITS
<b>Acoustic Leak Monitoring</b>	Detect and pinpoint existing and emerging leaks, including multiple leaks between sensors. Monitor leak progression to ensure timely repairs, and then use the system to check that repairs were effective.
<b>Versatile Design Paired with Rugged Hardware</b>	Attach the magnetic sensor to virtually any part of your water network, such as on valves – so you get coverage where you need it.
<b>10-Year Battery Life</b>	Spend time fixing leaks, not sensors. EchoShore-DX is designed 2-3X the industry standard.
<b>Expert Support and Analysis Team Available</b>	Aid informed decision making with contextual insights on what's happening in your network through our highly-skilled team of data analysts.
<b>AI Analytics</b>	The EchoShore system is supported by advanced analytics and AI leak flagging to cut through noisy data and focus users on the key leaks that need attention, while also minimising false alerts.
<b>Secure, User-Friendly Interface</b>	Get a complete view of your live network and make business-critical decisions, with the Sentryx™ Water Intelligence platform.

## 1.2 SENTRYX WATER INTELLIGENCE PLATFORM

Sentryx is the future of intelligent water management. It is your single solution for end-to-end water management. Sentryx measures, monitors, and empowers water network managers to act on insights from across the water distribution system.

Today's water distribution challenges require a deep understanding of the data from across the distribution system to make informed decisions. Sentryx was

designed to power smart decisions on distribution leak monitoring, pressure management and pressure control along with pipe condition.

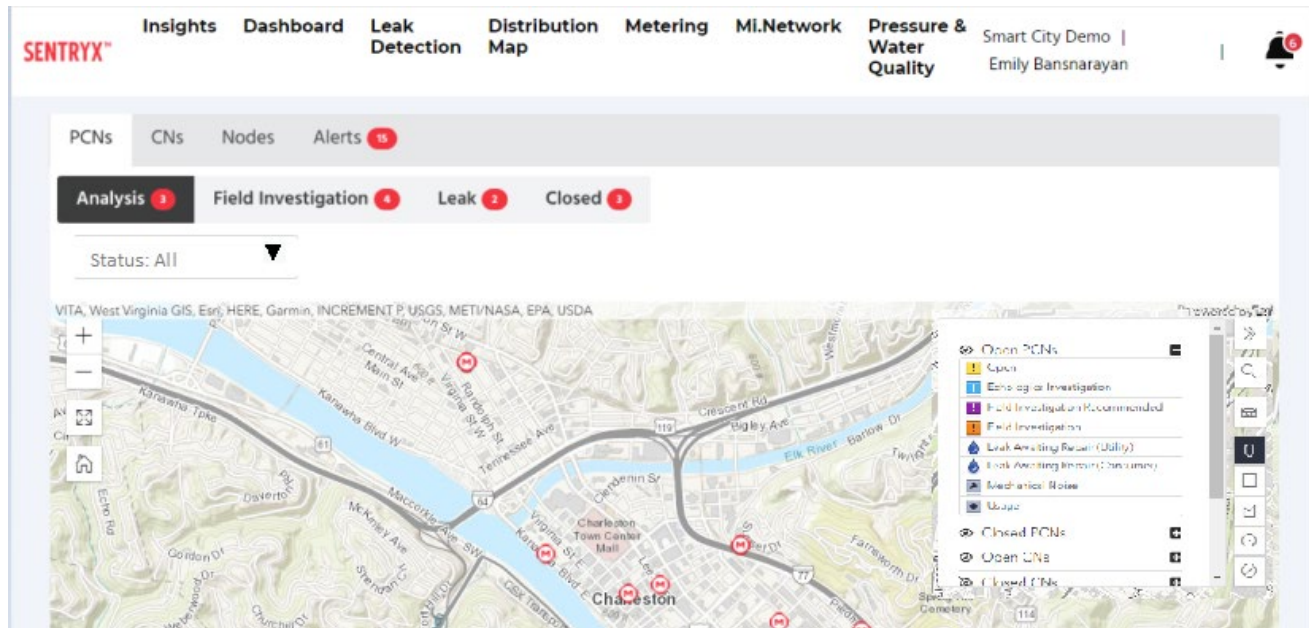


Figure 3: EchoShore-DX Leak Monitoring User Interface on Sentryx

The EchoShore®-DX system is designed for a seamless user experience on the scalable, web based, Sentryx Water Intelligence Platform. Further, outputs from EchoShore-DX® will be available in a standard API for integration into water network management systems.

Sentryx offers a customizable user experience allowing utility administrators to manage the roles, access levels, and functions available to each user. Sentryx also enables each user to individually customize their views and layouts to match the dashboard tools, visualizations, alert preferences, table filters, and map settings to best align to their own preferences and support their unique roles and responsibilities. Users can easily customize which fields they want to view and the order that they are displayed on screen. These settings are then saved to their profile without affecting the view that other users see.

Through installed sensors, data recorded and collected and sent to the data cloud through a secure server. The data is then analyzed and displayed on exclusively on Sentryx, a web-based interface for staff to view insights into their systems. This allows staff to monitor and prioritize repairs in a timely manner base on their available resources.

### 1.3 NODE PLACEMENT STUDY

When selecting where to install sensors a number of factors are taken into account including available budget, detection performance, operational impact, and lifecycle cost per mile of monitoring. Echologics has developed and patented a unique solution to help clients determine the optimal node placement strategy on their network based on utility input to define critical areas of water pipe to monitor. For an advanced analysis of the scale and efficacy of leak monitoring at a network level Echologics can offer it's PipeRank™ service to target capital replacements and leak monitoring investments to the parts of the water network where they will be most effective.

As acoustic experts in leak detection and pipeline monitoring, we understand how sound travels in pipes and what these sounds look like. Echologics has leveraged

this knowledge and experience to build a tool which can optimise how many sensors need to be deployed in a given area, and the optimal locations or fittings to install the sensors.

With a copy of the GIS data, detailing pipe type, diameter and location of fittings from the client, coupled with an understanding of the budget, and/or the level of sensitivity in leak size the system should be able to detect, Echologics will provide a map (GIS layer) of the network. This map displays where we recommend sensors to be deployed within the system. This plan can then be adapted as needed by working with the client. An example of a node deployment study is showing in below Figure 4.

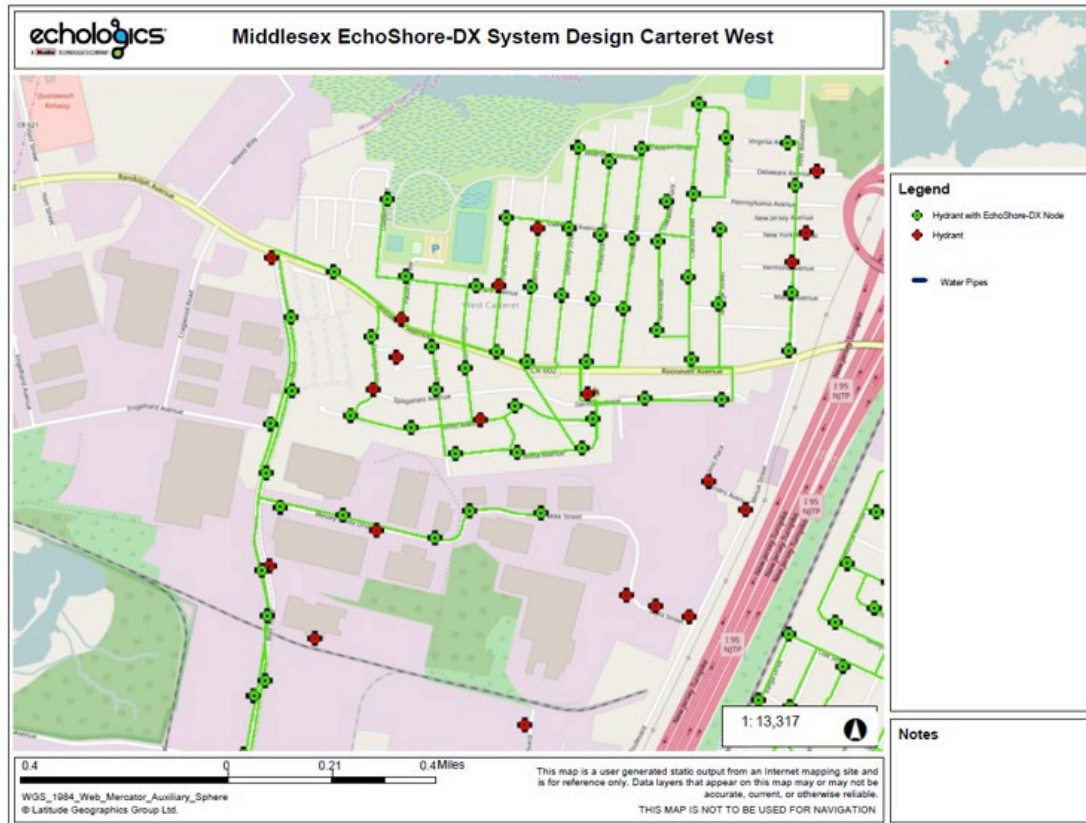


Figure 4: Example map showing results of node placement study for EchoShore-DX system design

## LEAK MONITORING

The EchoShore®-DX leak monitoring system provides invaluable alerts, enabling utilities to proactively manage their pipeline assets. This emerging technology leverages advanced algorithms and metrics, built on data from over 40,000 endpoints, to deliver actionable insights. Each site benefits from a dedicated analyst who reviews data daily, reporting any suspected leaks to the utility, thus eliminating guesswork. This human touch ensures that the system is not just automated but also personalized.

The system is supported by the Leak Operations Center (LOC), which offers troubleshooting, knowledge sharing, and best practices. This connection between front line operators and seasoned leak detection experts, who manage thousands of sensors daily, ensures the system's success and enhances overall leak detection efforts. The combination of cutting-edge technology and expert human oversight makes EchoShore®-DX a powerful tool for effective pipeline management.

## LEAK PRIORITIZATION

Echologics tracks ongoing potential leaks using persistency and correlation strength metrics. Upon system commissioning, existing leaks are detected, creating a substantial initial data set that requires prioritization. Leaks can be prioritized by their correlation strength, which identifies the loudest leaks. This metric helps water network owners address ongoing leaks in their systems as their resources permit. Additionally, Echologics has developed advanced machine learning algorithms based on data collected from utilities, enabling them to estimate leak sizes when reporting leaks. This innovation allows utilities to prioritize field investigations more effectively, focusing on the most critical leaks first. As a result, efficiency is improved, resources are better managed, and water loss is reduced.



## **2 PROJECT APPROACH**

### **2.1 SYSTEM DESIGN AND INSTALLATION PROJECT WORKFLOW**

EchoShore®-DX is a permanent distribution pipe leak monitoring system, designed to monitor selected areas and scale the system as needed for increased coverage. Part of Echologics success with the EchoShore® platform is collaborating with the operators who manage each unique water distribution network. Informed partners who adopt the EchoShore® system and tailor it for their own operating context are Echologics true success stories. Where possible, the project workflow includes opportunities to share system information & best practices.

Echologics will take the following steps to design and deploy an EchoShore®-DX system:

#### **2.1.1 PROJECT PLANNING**

The client provides the location, diameter, and material of the pipe network along with the location of existing appurtenances. This information is transferred securely as a GIS file. Echologics will analyse the files provided & design a leak monitoring sensor network that optimizes the network coverage with the minimum sensors to cover the area identified to a sensitivity of 5 GPM. If a different sensitivity is required that may be accommodated as well through a modification of the designed sensor spacing.

#### **2.1.2 HARDWARE ORDER**

On receipt of the purchase order, Echologics will conduct any updates requested to the System Design to optimize the placement of sensors.

#### **2.1.3 SITE INSPECTION**

Echologics shall provide a leak monitoring system design identifying locations where leak monitoring sensors may be placed. The utility or contractor shall review on site to confirm the accessibility of the appurtenances identified.

#### **2.1.4 HARDWARE INSTALLATION AND COMMISSIONING**

Hardware will be delivered to site per the output from the system design and site inspection process. Leak monitoring nodes shall be installed on site per Echologics standard operating procedure. Commissioning procedures include leak simulation either through test flows or mechanical excitation of the pipe network.

#### **2.1.5 SOLUTION TRAINING**

Echologics Field Specialists will provide detailed training to utility staff on the use and interpretation of results on the web-based user interface.

## 2.2 SITE SELECTION CRITERIA FOR LEAK MONITORING

Metric	Value
Pipe Diameter	16 inches or less
Pipe Type	<p>Metallic Pipes:</p> <ul style="list-style-type: none"><li>• Asbestos Cement</li><li>• Cast Iron</li><li>• Ductile Iron</li><li>• Steel</li></ul> <p>Plastic pipe coverage is not available at this time.</p>
Electronic Mapping	A GIS map of the pipe network in the immediate and surrounding areas of deployment is needed in order to deliver leak location alerts.
Water Pressure	Pressure in the pipe of at least 20 PSI for leak detection
Network Coverage	NB-IoT or LTE CAT-M1 Cellular coverage must be available
Installation Point	<p>EchoShore-DX sensors can be connected to any water appurtenance above or below ground. Typically the sensors are connected to:</p> <ul style="list-style-type: none"><li>• Hydrants</li><li>• Valve chambers</li><li>• Hydrant valve chambers</li><li>• Air Release Valves</li></ul>
Flow Capabilities	Hydrants or wash outs in the test area to enable leak simulation as per the utility's standard processes.

### 3 WHY ECHOLOGICS? DELIVERING ON OUR PROMISES

For more than 160 years, the companies that make up Mueller Water Products have provided products and services to deliver safe, clean drinking water in the United States and around the world. Echologics, a division of Mueller, is exclusively focused on providing leak detection and condition assessment solutions to the water industry.

Founded in 2004, Echologics mission is to provide the water industry with pipeline investigation tools and services that enable informed decision making using accurate, actionable information. Through the design of superior equipment and supported by an entrepreneurial, innovative company culture, and highly trained field teams, we have evolved into a trusted solution provider for major cities around the world, including Singapore.

The world has undergone substantial changes in the recent past. With this changing scenario, internet-based devices that operate remotely have emerged to be a beneficial solution.

Some of the advantages leveraged by the proposed technological solutions include:

- **We are backed by Mueller:** Mueller has been a leading innovator in the water sector for over 160 years with established technology relationships and a commitment to invest in next generation water industry technology throughout the entire business cycle
- **Versatile Design and Reliable System:** Attach the magnetic sensor to virtually any part of your water network. With a 10-year product life, and expert experience across North America, spend time fixing leaks with the EchoShore-DX sensor.
- **Precision and Sensitivity:** Our experience in leak detection has perfected our precision and sensitivity of the Echo-Shore-DX system.
- **Precision:** With a 78% precision rate, the EchoShore-DX system is identifying leaks and avoiding numerous false alerts.
- **Sensitivity:** The EchoShore-DX system has a 99% sensitivity rate, representing how well our system finds leaks that exists in the network and avoiding missed leaks.

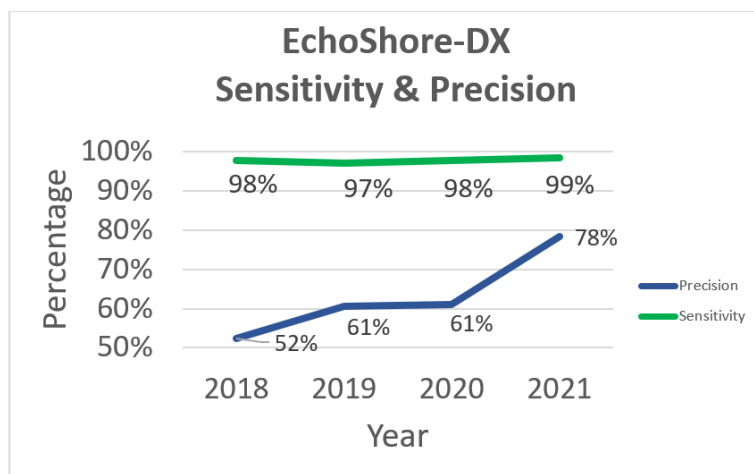


Figure 5: Leak Sensitivity Rate

In partnering with Echologics to deploy the EchoShore-DX leak detection system on your network, clients can be confident they are leveraging the most advanced technology available today, with a company that is committed to delivering high levels of customer service.



## AGENDA MEMO

---

SUBJECT: Mineral Creek Homes – Water Wastewater Infrastructure Acceptance

STAFF CONTACT: John Sites

MEETING DATE: November 12, 2024

---

### Overview:

Mineral Creek Homes has completed the initial infrastructure inspection to begin the one-year warranty period at their water and sewer improvements in Blocks 85, 86, 87 and 88. Per Silverton Municipal Code, upon completion of the inspection by the Public Works Director, the Trustees will “accept and assume ownership of the new main(s) and improvements” by motion. The inspection was completed on 10/28/24. A second inspection will be conducted by the Public Works Director on 10/28/25. If that inspection passes, at the next meeting of the Board of Trustees (likely 11/11/25) the Trustees, by motion, “shall accept and assume full responsibility of the new lines and improvements and the warranty bond, if required, shall be returned to the developer at that time”.

Streets improvements shall also be eligible for acceptance at that time, but the Code does not require that the Board accept ownership of those improvements at the beginning of the warranty period.

Prior to the final inspection, all the infrastructure was inspected daily or before burial to ensure it was being installed to the Silverton Development Standard specifications.

### Attachments:

- Silverton Town Code excerpt from Chapter 13 – Municipal Utilities

### Staff Recommendation:

“Accept and assume ownership” of the water and sewer improvements installed by Mineral Creek Homes in Blocks 85, 86, 87 and 88.

### Master Plan Priority:

Operational Priority

### Suggested Motion or Direction:

Make a motion to accept and assume ownership of the water and sewer improvements installed by Mineral Creek Homes in Blocks 85, 86, 87 and 88 and start the warranty period as of October 28, 2024.

## **Sec. 13-1-80. - System improvements and main extension regulations.**

### **(from Ch. 13 – Municipal Utilities)**

(a) Construction and installation of all main water or sewer lines and system improvements shall conform to Town specifications as set forth in this Article, the Development Standards and Specifications and any other applicable Town policies.

(b) The completed project shall be inspected and approved by the Public Works Director prior to the commencement of service, and the Town, by motion of the Board of Trustees, shall accept and assume ownership of the new main and improvements; however, the Town shall not accept, approve or maintain any lines not in conformance with Town specifications. For a period of one year following acceptance of the project, the developer shall be responsible for all maintenance, repair and replacement costs necessary and shall indemnify and hold the Town harmless from and against any and all damages or claims for damages, loss, charges or expenses that may be brought by reason of work on or the workmanship of the project.

(c) The Board of Trustees may require the filing of a warranty bond by the developer, in the form of a letter of credit equal to 100 percent of the total cost of construction, during the warranty period, for improvements in excess of \$1,000.00, as provided in Section I-1.9 of the Development Standards and Specifications.

(d) Following inspection and approval of the completed project, the developer shall provide satisfactory "as-built" drawings and the performance bond shall be returned to the developer.

(e) After the initial year of use, the Public Works Director shall again inspect the improvements, and the Town, by motion of the Board of Trustees, shall accept and assume full responsibility of the new lines and improvements and the warranty bond, if required, shall be returned to the developer at that time.

**November 12, 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#: 44    Pay Date: 11/01/2024    P/E Date: 10/26/2024  
 Qtr/Year: 4/2024    Run Time/Date: 12:48:30 PM EDT 10/28/2024

<b>Taxes Debited</b>	Federal Income Tax	3,691.52
	Earned Income Credit Advances	0.00
	Social Security - EE	2,886.33
	Social Security - ER	2,886.30
	Social Security Adj - EE	0.00
	Medicare - EE	675.02
	Medicare - ER	675.02
	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	1,711.54
	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	93.11
	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
	<b>Total Taxes Debited</b>	<b>12,618.84</b>

Other Transfers	ADP Check Acct. No.XXXXXXXXXX8915Tran/ABAXXXXXXXXX	3,231.28		
	Full Service Direct Deposit Acct.	33,096.00		
Total Amount Debited From Your Account			48,946.12	Total Liability 48,946.12
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00		48,946.12
Taxes- Your Responsibility	None this payroll			
				48,946.12

**Statistical Summary - Statistics**

Company:Z9X - Town of Silverton

Week#:44

Qtr/Year:4/2024

Service Center:0075 Northern California

Pay Date:11/01/2024

Run Time/Date:12:48:30 PM EDT 10/28/2024

Status:Cycle Complete

P/E Date:10/26/2024

Statistics	Amount	Number of Pays
Gross Pay	46,612.35	
Vouchers		
eVouchers		33
Checks (A)	3,231.28	3
Direct Deposits (B)	33,096.00	30
Adjustments/Prepay/Voids (C)	0.00	
Net Payroll (A + C)	3,231.28	
Net Cash (A + B)	36,327.28	
Net Pay Liability (A + B + C)	36,327.28	
Other Transfers (D)	36,327.28	
Taxes - debited from your account (E)	12,618.84	
Total Amount Debited from your Account (D + E)	48,946.12	
Taxes - your responsibility (F)	0.00	
Company Liability (C + D + E + F)	48,946.12	
Net Cash pays 1,000.00 or more		19
Flagged Pays		9

# Statistical Summary - Federal Taxes

Company:Z9X - Town of Silverton  
 Week#:44  
 Qtr/Year:4/2024

Service Center:0075 Northern California  
 Pay Date:11/01/2024  
 Run Time/Date:12:48:30 PM EDT 10/28/2024

Status:Cycle Complete  
 P/E Date:10/26/2024

Federal Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount
Federal Income Tax	3,691.52		45,291.69	
Social Security	2,886.33	2,886.30	46,553.19	46,553.19
Medicare	675.02	675.02	46,553.19	46,553.19
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#:44  
Qtr/Year:4/2024

Service Center:0075 Northern California  
Pay Date:11/01/2024  
Run Time/Date:12:48:30 PM EDT 10/28/2024

Status:Cycle Complete  
P/E Date:10/26/2024

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	1,711.54		45,291.69			
CO	Unemployment Tax		93.11		46,553.19	0.20	

**Statistical Summary - Hours & Earnings**

Company:Z9X - Town of Silverton  
Week#:44  
Qtr/Year:4/2024

Service Center:0075 Northern California  
Pay Date:11/01/2024  
Run Time/Date:12:48:30 PM EDT 10/28/2024

Status:Cycle Complete  
P/E Date:10/26/2024

Field Number	Hours/Earnings Code	Description	Hours	Earnings
1	Regular		1,532.51	45,043.39
2	Overtime		33.54	260.53
3	PTO	P.T.O.	72.58	1,308.43
3	CTM	Comp Time T	69.75	

**Statistical Summary - Deductions**

Company:Z9X - Town of Silverton

Week#:44

Qtr/Year:4/2024

Service Center:0075 Northern California

Pay Date:11/01/2024

Run Time/Date:12:48:30 PM EDT 10/28/2024

Status:Cycle Complete

P/E Date:10/26/2024

Deduction Code	Description	Deduction	Category
401	CCOERA EE 4	1,261.50	Other
AFL	AFLAC PRETAX	36.48	Other
CK1	CHECKING	29,166.55	Deposit
CK2	CHECKING	3,333.85	Deposit
DEN	Den Pre Tax	20.00	Other
SV1	SAVINGS	595.60	Deposit
VIS	Vis Pre Tax	2.68	Other





WORK SESSION & REGULAR MEETING – Silverton Board of Trustees  
Silverton Town Hall – Monday, October 28, 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](http://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](mailto: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, PW Director John Sites, Community Development Director Lucy Mulvihill, PW Admin Coordinator Stephen Mead, Building & Code Officer Bevan Harris

**Work Session @ 5:00pm**

- 1) 5pm RVs and Workforce Housing in the New Land Use Code
- 2) 6pm EQRs for Water and Sewer Rates

**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, Facilities & Events Coordinator Ana Mendiluce, Building & Code Officer Bevan Harris, Attorney Clayton Buchner

**Regular Meeting @ 7:05pm**

- 1) Staff and/or Board Revisions to Agenda
- 2) Public Comment - *Comments must be limited to three (3) minutes in duration.*
  - Melody Skinner commented on the water and sewer rate increase work session discussion.
  - Anecia Cabellon commented on the increase in facility rental prices for Kendall.
  - Tommy Swimmer from CDOT asked if there has been any progress with the Blair St. Project.
  - Joe Feyder also spoke about the increase in facility rental fees at Kendall.
  - Sierra Segrest spoke about the rate increase at Kendall as a bride under contract.



- Brette, the wedding planner of Sierra Segrest, spoke about the Kendall increase.

3) Presentations/Proclamations

4) New Business

a) PUBLIC HEARING: Kendall Mtn. LLC dba Silverton Greenworks – Regulated Marijuana Business License Renewal Application

- Mayor Kranker opened the public hearing and provided context regarding this renewal application.
- Sheriff Conrad began by requesting an official marijuana licensing authority as this is a very public setting to address this matter.
- Sheriff Conrad went on to discuss his concerns regarding the owner of Silverton Greenworks as a problematic distributor of marijuana and reviewed his criminal history.
- Cole Davenport spoke.
- Attorney Clayton Buchner provided legal counsel.
- Trustee Gardiner asked Cole if he had passed his state inspections.
- Cole stated that he has passed them and that they come every 6 months to a year.
- Mayor Kranker asked Clayton Buchner if the conviction of a felony precludes the renewal of a license.
- Clayton re-read this section of CRS.
- Trustee Gardiner asked Sheriff Conrad if Cole had been charged with a felony.
- Sheriff Conrad re-read several charges.
- Mayor Pro Tem Harper asked what Cole has been charged with in the last 12 months.
- Sheriff Conrad highlighted what charges have occurred in the last year.
- Clayton provided further legal context.
- Trustee Gardiner agreed that a separate marijuana licensing authority should be formed.
- Cole Davenport spoke.
- The Trustees debated.
- Mayor Kranker suggested moving this discussion to a future public hearing following deeper review of the criminal record of the applicant and give Cole Davenport additional time to prepare a statement of defense.
- Sheriff Conrad agreed to the proposed process.
- Cole Davenport requested that the board decide tonight.
- Mayor Kranker clarified that more information is needed before a final determination can be made.
- Kendall Mtn. LLC dba Silverton Greenworks – Regulated Marijuana Business License Renewal Application was tabled – a new public hearing set for January 28<sup>th</sup>.

**Trustee Halvorson moved, and Mayor Pro Tem Harper seconded to temporarily renew the business license contingent upon the public hearing scheduled for January 28<sup>th</sup>. Passed unanimously with roll call.**

b) San Juan County Sheriff's proposed 2025 Budget and Contract

- Administrator Kaasch-Buerger provided background information on this agenda item.
- Sheriff Conrad said there are no additional increases in their budget past what has already been discussed/ agreed upon.



- Mayor Kranker commented on emergency services costs.
  - Trustee Gardiner asked about the 4<sup>th</sup> of July line item in the Sheriff's budget.
  - Sheriff Conrad explained the history of 4<sup>th</sup> of July getting out of control and needing funding to bring additional officers in; however, things have calmed down over the years.
  - Trustee Wakefield asked how this will affect our budget.
  - Administrator Kaasch-Buerger responded.
  - Mayor Pro Tem Harper expressed his support for funding the Sheriff's budget and contract for 2025.
  - The board directed staff to fund the Sheriff's budget and draft the 2025 contract.
- c) The Silverton-San Juan Fire and Rescue Authority IGA amendments providing for wildland firefighting capability and operations both inside and outside the current service areas
- Gilbert Archuleta spoke on behalf of The Silverton-San Juan Fire and Rescue Authority and asked the board to help support this new service/ project.
  - Mayor Kranker and the board expressed support and excitement.
  - Administrator Kaasch-Buerger provided additional information on the secondary document provided this evening.

**Mayor Pro Tem Harper moved, and Trustee Halvorson seconded to approve the Silverton-San Juan Rescue Authority IGA amendments and the amendment to the Fire and Emergency Services Agreement. Passed unanimously with roll call.**

- d) Resolution 2024-24 A Resolution of the town of Silverton authorizing a municipal lease financing agreement with Caterpillar Financial Services Corporation for the lease of a 2024 model 938-14 loader
- Administrator Kaasch-Buerger provided background information on this proposed Resolution and explained staff's recommendation in the board packet.
  - Mayor Kranker provided information on what the Finance Committee had to say about this Resolution.

**Trustee Wakefield moved, and Mayor Pro Tem Harper seconded to approve Resolution 2024-24 A Resolution of the town of Silverton authorizing a municipal lease financing agreement with Caterpillar Financial Services Corporation for the lease of a 2024 model 938-14 loader. Passed unanimously with roll call.**

- 5) Consent Agenda
- a) Payroll
  - b) Meeting Minutes 10.14.24
  - c) Accounts Payable
  - d) SPECIAL EVENT NOTICE: Mistletoe Market December 13<sup>th</sup>, 2024



**Trustee Halvorson moved, and Trustee Schnitker seconded to approve the Consent Agenda. Passed unanimously with roll call.**

- 6) Staff Reports
- 7) Committee/Board Reports
  - a) 10.15 Planning Commission
    - Trustee Halvorson provided an overview.
  - b) 10.16 Historic Review Committee Work Session
    - Trustee Schnitker provided an overview.
  - c) 10.16 BPMD
    - Administrator Kaasch-Buerger provided an overview.
  - d) 10.17 Library Board Meeting
    - Administrator Kaasch-Buerger provided an overview.
  - e) 10.21 Finance Committee
    - Mayor Kranker provided an overview.
- 8) Trustee Reports
  - Trustee Halvorson suggested a plot luck before the November 25<sup>th</sup> meeting.
  - Mayor Kranker provided an update on some of the upcoming events before the end of the year.
- 9) Continued Business
  - a) Traffic Impact Fee Proposed Changes for Local Contractors
    - Administrator Kaasch-Buerger provided context of the edits that have been made and was given directions to move forward with drafting the ordinance to go along with this.
  - b) 2025 Facilities Fee Increase for Current Contracts
    - Administrator Kaasch-Buerger provided background information.
    - Mayor Kranker reviewed the last discussion that was had on this subject.
    - The board discussed providing a discount for those couples who are already under contract for weddings in 2025, however, recognized that with the addition of the deck the price must go up.
    - The board debated what the discount percentage should be.
    - Trustee Schnitker advocated for a 15% discount off the total new price of the existing bookings.
    - Mayor Pro Tem Harper advocated for 50% off of the increased amount (not the total amount).

**Trustee Schnitker moved, and Trustee Wakefield seconded to approve a 15% discount for the 8 existing weddings booked in 2025. 5 yeas, 1 no, 1 absent.**

- 10) Public Comment
  - Sierra Segrest expressed her disappointment in the board's decision regarding the facility fee increase.
  - Anecia Cabellon asked what makes a person a local.
  - Joe Feyder expressed his disappointment in this decision.
  - Judy Segrest expressed her disappointment.



11) Request for an executive session for the purpose of receiving legal advice under CRS 24-6-402(4)(b) conferences with the attorney for the purpose of receiving legal advice regarding the ongoing Silverton Square litigation.

**Trustee Schnitker moved, and Trustee Gardiner seconded to approve the request for an executive session for the purpose of receiving legal advice under CRS 24-6-402(4)(b) conferences with the attorney for the purposes of receiving legal advice regarding the ongoing Silverton Square litigation. Passed unanimously with roll call.**

**Trustee Halvorson moved, and Trustee Gardiner seconded to exit executive session for the purpose of receiving legal advice under CRS 24-6-402(4)(b) conferences with the attorney for the purposes of receiving legal advice regarding the ongoing Silverton Square litigation. Passed unanimously with roll call.**

12) Direction on Demolition of Silverton Square

- Staff was directed to follow the direction to continue the process pursuant advice of staff and the attorney and the District Court process.

**Adjourn @ 10:29pm**

**Up-coming Meeting Dates:**

10.29 @ 5pm San Juan Regional Planning Commission and Town Board LUC Work Session at Town Hall

11.12 @ 5:30pm Silverton Housing Authority Meeting

11.12 @ 7pm Regular Meeting (*NOTE: this meeting is on a Tuesday as we will be closed for Veteran's Day on 11.11*)

11.14 @ 3pm Personnel and Ordinance Committee

11.18 @ 9am Finance Committee Meeting

11.19 @ 7pm San Juan Regional Planning Commission

11.25 @ 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
11/12/2024	2195	21 Stinger LLC	10/24	6,121.13	Y	6,121.13	.00	Vendor Address
11/12/2024	2145	Ballantine Communications	43812	400.25	Y	400.25	.00	Vendor Address
11/12/2024	180	BOB'S JOHNS	922650	1,250.00	Y	1,250.00	.00	Vendor Address
11/12/2024	205	BRENNAN OIL COMPANY	97298	608.35	Y	608.35	.00	Vendor Address
11/12/2024	220	Bruin Waste Management	2071557	26,246.28	Y	26,246.28	.00	Vendor Address <i>Waste Management</i>
11/12/2024	259	CASELLE INC	136467	551.00	Y	551.00	.00	Vendor Address
11/12/2024	272	CEBT	INV 00708	16,812.36	Y	16,812.36	.00	Vendor Address <i>Health Insurance</i>
11/12/2024	322	CJB Auto Supply	3310 10/2	468.08	Y	468.08	.00	Vendor Address
11/12/2024	326	Clayton M. Buchner, Attorney a	0868	4,340.96	Y	4,340.96	.00	Vendor Address
11/12/2024	385	COLORADO MUNICIPAL LEA	3290/24	1,191.00	Y	1,191.00	.00	Vendor Address
11/12/2024	407	Community Planning Strategies	2024-0173	4,698.00	Y	4,698.00	.00	Vendor Address
11/12/2024	577	Edwards, Anthony	10/24	242.54	Y	242.54	.00	Vendor Address
11/12/2024	652	Ferguson Waterworks #1116	1562768	273.30	Y	273.30	.00	Vendor Address
11/12/2024	686	FOUR CORNERS WELDING	314934/31	321.39	Y	321.39	.00	Vendor Address
11/12/2024	688	Four States Tire & Service	188571	281.08	Y	281.08	.00	Vendor Address
11/12/2024	786	GREEN ANALYTICAL LABORA	2410149	255.00	Y	255.00	.00	Vendor Address
11/12/2024	786	GREEN ANALYTICAL LABORA	2410161	255.00	Y	255.00	.00	Vendor Address
11/12/2024	786	GREEN ANALYTICAL LABORA	2410196	255.00	Y	255.00	.00	Vendor Address
11/12/2024	786	GREEN ANALYTICAL LABORA	2410215	255.00	Y	255.00	.00	Vendor Address
11/12/2024	786	GREEN ANALYTICAL LABORA	2410227	255.00	Y	255.00	.00	Vendor Address
11/12/2024	786	GREEN ANALYTICAL LABORA	2410236	255.00	Y	255.00	.00	Vendor Address
11/12/2024	786	GREEN ANALYTICAL LABORA	2410278/2	510.00	Y	510.00	.00	Vendor Address
11/12/2024	2121	Peak Companies	1432253 &	160.00	Y	160.00	.00	Vendor Address
11/12/2024	2130	Professional Management Solu	84993	2,400.00	Y	2,400.00	.00	Vendor Address
11/12/2024	1598	SAN MIGUEL POWER ASSOC	19010311	5,832.36	Y	5,832.36	.00	Vendor Address
11/12/2024	1598	SAN MIGUEL POWER ASSOC	37444 10/	130.75	Y	130.75	.00	Vendor Address
11/12/2024	2119	Sarah Moore	24-23	1,609.00	Y	1,609.00	.00	Vendor Address
11/12/2024	1632	SGM	2015-513	5,520.00	Y	5,520.00	.00	Vendor Address
11/12/2024	1664	SILVERTON GROCERY	11/24 552	130.93	Y	130.93	.00	Vendor Address
11/12/2024	1666	SILVERTON HARDWARE	2411-3231	1,053.37	Y	1,053.37	.00	Vendor Address
11/12/2024	1670	SILVERTON LP GAS	10/24	4,881.29	Y	4,881.29	.00	Vendor Address
11/12/2024	1689	SILVERTON VISITORS CENT	11/1/24	7,500.00	Y	7,500.00	.00	Vendor Address
11/12/2024	1837	THE CLEAN TEAM	736922	1,295.00	Y	1,295.00	.00	3
11/12/2024	1852	The WhistleStop	1647	1,808.76	Y	1,808.76	.00	Vendor Address
11/12/2024	1942	USA BLUE BOOK	INV00519	169.09	Y	169.09	.00	Vendor Address
11/12/2024	1948	UTILITY NOTIFICATION CENT	22410133	10.32	Y	10.32	.00	Vendor Address
11/12/2024	1959	Vero Fiber Networks, LLC	INV-VFN-7	160.65	Y	160.65	.00	Vendor Address
Totals:				98,507.24		98,507.24	.00	

Number of invoices to be fully paid: 37  
 Number of invoices to be partially paid: 0  
 Number of invoices with no payment: 0  
 Total number of invoices listed: 37  
 Total checks from invoices selected: 30  
 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
11/12/2024	98,507.24	98,507.24	.00
	98,507.24	98,507.24	.00



## 2025 TOWN-COUNTY LAW ENFORCEMENT CONTRACT

This Agreement, entered into this 12<sup>th</sup> day of November, 2024 , by and between the County of San Juan, Colorado, the San Juan County Sheriff, and the Town of Silverton, Colorado, shall cover the provision of law enforcement services by the San Juan County Sheriff in and for the Town of Silverton, Colorado as set forth in the terms and conditions herein.

### WITNESSETH:

WHEREAS, consolidation of law enforcement services and personnel has proven beneficial to both the Town and the County in eliminating duplicated services, achieving maximum coordination of trained personnel, and providing efficient use of public funds and tax dollars; and

WHEREAS, it has been mutually agreed upon by the parties hereto that the percentage split of law enforcement expenses as between the Town and the County should occur on a 60:40 basis. However, it is mutually recognized that in any one year one of the entities may be facing a budgetary crisis that prevents their full financial participation. And it is mutually agreed that a modified split may be entered into for that contract year without effecting any change in the underlying agreement that law enforcement expenses; and

WHEREAS, Section 30-11-410 C.R.S. allows for the contracting of law enforcement services as between Colorado municipalities and counties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, it is agreed by and between the County of San Juan, the San Juan County Sheriff, and the Town of Silverton, Colorado as follows:

1. This Agreement shall be for a period of twelve (12) consecutive months beginning January 1, 2025 and ending on December 31, 2025 unless otherwise modified or extended by mutual agreement of the parties hereto.
2. This Agreement shall be subject to cancellation by any party hereto upon giving ninety (90) days written notice prior to the date of termination.

The Town of Silverton shall pay to the County of San Juan the sum of three hundred seventy-eight thousand one hundred eighty-nine and no/100 dollars (\$378,189.00) for Fiscal Year 2025 for the services provided hereunder. The sum to be paid shall be rendered in twelve (12) equal monthly installments of thirty-one thousand five hundred fifteen and 75/100 dollars (\$31,515.75) each, beginning in January 2025. Any funds remaining in the budget at the end of the Fiscal Year, or any expense overruns, shall be divided between the Town of Silverton and San Juan County on a 60% - 40% basis such refund to be made by the refunding party no later than March 15, 2026.

### 3. Scope of Services

- a. The Sheriff's Department shall furnish such routine patrol, within the Town's corporate limits, for traffic and other matters as the Sheriff in his/her discretion shall determine necessary in order to carry out the terms of this Agreement.
- b. Except as provided in Section (g) below, the Sheriff's Department and the Town shall have concurrent jurisdiction to enforce all Town Code violations. At the request of the Town Board of Trustees or other Town Official designated by the Town Board, the Sheriff's Department shall aid the Town in the issuance of citations for any violations of the Town Code.
- c. The Sheriff's Department shall investigate all traffic accidents which occur within the Town's corporate limits.
- d. The Sheriff's Department shall be the Designated Emergency Response Authority and shall assist in all emergencies arising within the Town's corporate limits.
- e. The Sheriff's Department shall establish and keep a filing and records system for processing all data relative to the incidence of arrests, reports of crime and disposition of all cases.

- f. The Sheriff's Department shall provide investigative services for the Town of Silverton as the Sheriff in his/her discretion shall determine necessary in order to carry out the terms of this Agreement and as is consistent with good law enforcement practices and procedures.
  - g. The Sheriff's Department shall assume the responsibility for animal control and shall enforce all municipal ordinances governing animals-at-large within the corporate limits of the Town of Silverton.
  - h. The Sheriff's Department shall provide traffic control within the Town's corporate limits. Such traffic control measures may include the use of radar and related technology.
  - i. The Sheriff or his designated representative shall report to the Town Board of Trustees a minimum of once per quarter.
  - j. The Sheriff shall retain the authority and responsibility for the hiring, firing, and training of personnel in the Sheriff's Department as authorized by Section 30-10-506, C.R.S. No Sheriff's Department personnel, including special deputies or volunteers, shall be considered Town employees by virtue of this Agreement.
  - k. The Sheriff's Department and/or County shall be responsible for payment of all wages to personnel used by the Sheriff's Department in implementing this Agreement, including payroll taxes, insurance, workers' compensation, etc.
  - l. San Juan County will provide the year to date expenditure report for the Sheriff's Department to the Town of Silverton on an annual basis in September.
  - m. San Juan County will notify the Town of Silverton of any known or anticipated budget increase in excess of 5% by no later than April 15<sup>th</sup>. The Town of Silverton will notify San Juan County of any increase in needs for services that would result in an anticipated increase in excess of a 5% of the budget. Should a known or anticipated increase in any fund listed in this Agreement that would result in an increased contribution of more than 5% for the following year's contribution occur after the April 15<sup>th</sup> notification deadline, the County shall notify the Town of their potential contribution increase within 30 days of receiving the information that would cause the County to anticipate a budget increase. The Town shall have the right to approve or disapprove any expenditures resulting in an increase of more than 5% of the budget at its sole discretion.
  - n. The Sheriff's Department shall conduct its required duties with the courtesy and professionalism consistent with the high standards of Colorado Law Enforcement agencies.
5. The foregoing constitutes the entire Agreement between the County of San Juan, the San Juan County Sheriff, and the Town of Silverton. This Agreement may be modified, as circumstances warrant, upon further agreement between the parties hereto. Any such modifications shall be reduced to writing and appended to this Agreement with the same formality as with which this instrument was executed.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument on the day and date first written above.

COUNTY OF SAN JUAN

TOWN OF SILVERTON

---

Austin Lashley, Chairman  
Board of County Commissioners

---

Dayna Kranker, Mayor  
Town Board of Trustees

---

Bruce Conrad  
San Juan County Sheriff

---

ATTEST:  
County Clerk and Recorder  
SEAL

---

ATTEST:  
Town Clerk/Treasurer  
SEAL

**November 12, 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.

## Town of Silverton Staff Report

**Department:** Administration  
**Head of Department:** Gloria Kaasch-Buerger  
**Date of Trustee Meeting:** November 12, 2024

### For immediate Trustee consideration:

#### Regular Meetings & Communication:

10.24 Clarion LUC Rewrite  
10.24 Team GOLD  
10.25 Clarion LUC Rewrite  
10.30 Contracted Accountant Budget Review  
11.1 USDA Pre Construction Meeting  
11.5 Tiny Town Webinar  
11.6 LUC Code Rewrite

#### Top on the TO DO list:

2025 Budget  
Water and Waste Water Capital Improvements  
LUC Code Rewrite  
Code Rewrite Grant Reporting  
Finance Organization- Starting with SOPs for GL Codes  
Energizing Rural Communities Prize Administration  
Assist with Affordable Housing Projects  
Social Media Communications  
Schedule Trustee Retreat  
Recruitment for Public Works Position  
2025 Contract renewals

#### Grants (applications, updates, awards): Applied/Awaiting Award:

##### Received:

COSIPA Water leak detection \$110,000 (still negotiating their payment of a 10-year subscription)

\$5,000 in Main Streets AARP funding for accessible picnic tables.

\$200,000 for the Team GOLD Electrical Resilience and Renewable Energy Planning, Climate Action Plan Implementation, and Community Resiliency

#### Upcoming Issues:

RV Ordinance revisions

ADU/Chapter 13 code revisions  
Natural Resource Damages Funds Grant Application  
CDOT Shed relocation  
Power Redundancy/Micro Grid  
Signs/Parking around town  
Entrance Monument  
Snow Route Code Rewrite  
Municipal Court Code Rewrite  
Marijuana Code Rewrite  
Perimeter Trail Planning  
Cemetery Committee Formation

#### Notable completed tasks:

Email Domain Fix  
Performance Review

#### Learning/ Professional Development:

Team GOLD was awarded Collaboration of the Year at the Mountain Towns 2030 Climate Action Awards in Jackson, WY.

## Town of Silverton Staff Report

**Department: Public Works**  
**Head of Department: John Sites**  
**Date of Trustee meeting: November 11, 2024**

**For immediate Trustee consideration:**

- MEMO: Acceptance of infrastructure- Mineral Creek Homes.
- MEMO: Grant Agreement with SIPA for leak detection system.
- Lead service line letters (see Other, below).

**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:**

Winter preparation and final seasonal project wrap up; WW projects ongoing; leak detection grant implementation; EQR meter analysis; water plant generator commissioning; storage barn construction.

**Grants (applications, updates, awards):**

Wastewater Collections System Rehabilitation Project construction scheduled in 2025.

Wastewater Reclamation Project (sewer plant replacement). Next steps are being discussed.

SIPA grant application for leak detection system is awarded (see tonight's MEMO).

**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 Pre Construction meeting; Lead and Copper compliance documents submitted; Wastewater Treatment Preliminary Engineering completed.

**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:**

Lead service line inventory letters have been distributed to all customers to request verification of service line materials for ongoing compliance with the Lead and Copper Rule. Questions can be directed to Staff via contact information on the letters.

# Bonita Peak Mining District Superfund Site

October 2024



**COLORADO**  
Department of Public  
Health & Environment



<http://www.epa.gov/superfund/bonita-peak>

## The EPA Completes the First Five-Year Review of the Remedy for the Bonita Peak Mining District Superfund Site

The U.S. Environmental Protection Agency conducts five-year reviews (FYRs) of Superfund sites to make sure cleanup activities protect public health and the environment and that past cleanups still function as intended. The EPA documents FYR methods, findings and conclusions in a FYR report. These reports also identify any issues found during the review and document recommendations to address them.

**The EPA completed the first five-year review of the remedy at the Bonita Peak Mining District (BPMD) site in October 2024. It found that the interim remedies at the Site will be protective once complete. In the interim, the actions completed to date are reducing risks to people and the environment.**

## Site Background

The BPMD site consists of historical and ongoing releases from mining operations in three drainages - Mineral Creek, Cement Creek and Upper Animas - which converge into the Animas River near Silverton, Colorado. The EPA listed the Site on the Superfund program's National Priorities List in 2016.

Due to the large scale and complexity of the Site, the EPA divided the Site into operable units (OUs) to manage site cleanup. While sitewide investigations are ongoing, the EPA selected interim cleanup actions for certain parts of OU1 in Interim Records of Decision (IRODs), issued in 2019 and 2021. The 2019 IROD addresses 23 mine source areas in OU1. The 2021 IROD created the Bonita Peak Repository (BPR) as a sitewide mine waste repository. The OU1 interim cleanup actions began in 2019.

Goals of the "2019 IROD" interim remedial actions are to:

- Reduce risk to people camping in recreation staging areas.
- Stabilize source areas.



*A berm constructed to manage surface water near the Sunbank Group Mine*

Efforts to achieve these goals have included placement of caps over mine wastes to prevent exposure to contamination, construction of surface water management features to divert water around mine wastes, improvements to mine closures



and portals, and institutional controls to restrict land use and protect remedial features. **As of October 2024, the interim cleanup actions at 22 of the 23 mine source areas in OU1 were complete.**

## Five-Year Review

In October 2024, the EPA completed the BPMD site's First FYR Report. The FYR included a site inspection, interviews with federal and state government officials as well as community members, and an assessment of the OU1 interim cleanup actions. **The EPA found in this report that the interim cleanup actions for the BPMD site will be protective once complete.** In the meantime, exposure pathways that could result in unacceptable risks to human health are under control. The interim cleanup actions implemented to date are helping to prevent further impacts to the environment and are reducing risks to people camping in recreation staging areas.

In addition to the cleanup work at the 23 mine source areas, the EPA continued construction of the BPR in summer and fall of 2024. The repository is located on an existing tailings impoundment of the Mayflower Mill. The BPR will be used to store treatment generated solids (sludge) from the Gladstone Interim Water Treatment Plant and mine wastes generated in future cleanup actions.



*Vegetated soil cover at tresspass Campground 4 constructed as an interim action*



*Drainage swale at the Vermillion Mine*

## Next Steps

- Interim actions at the remaining mine source area addressed in the 2019 IROD are expected to be completed in 2025.
- The EPA along with responsible federal and state agencies expect to finalize operation and maintenance plans for the mine source areas addressed in the 2019 IROD in 2025. The plans will be used to evaluate the effectiveness of the OU1 interim cleanup actions.
- The EPA expects to begin filling the first cell at the BPR with sludge from the Gladstone Interim Water Treatment Plant in 2025.

## Get Involved!

- Read the FYR Report and BPR Factsheet <https://semspub.epa.gov/src/document/08/100015823.pdf> <https://semspub.epa.gov/src/document/08/100015559>.
- Have questions? Get in touch with the EPA using the contact information below.
- Learn more about the BPMD Community! The [Bonita Peak Community Advisory Group](#) was established in 2019 and is an independent group that serves as an informational conduit between diverse community interests and the EPA and its governmental partners. 2024 meeting agendas and other recent materials are maintained on the website.

## EPA Contact Information

### **Remedial Project Managers**

Joy Jenkins  
[jenkins.joy@epa.gov](mailto:jenkins.joy@epa.gov)  
(303) 312-6873

Athena Jones  
[jones.athena@epa.gov](mailto:jones.athena@epa.gov)  
(303) 312-6497

**November 12, 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>

**November 12, 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.

**November 12, 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.*



## **RESOLUTION 2024-25**

### **A RESOLUTION ADOPTING COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES FOR THE TOWN OF SILVERTON**

**WHEREAS**, The Board of Trustees for the Town of Silverton, Colorado recognized the need for a comprehensive financial management policy; and

**WHEREAS**, the Town Administrator has presented the Finance Committee with an updated financial management policy that would replace the adopted 2021 Town of Silverton Purchasing Policy and received their recommendation for formal adoption; and

**WHEREAS**, the updated Comprehensive Financial Management Policies will encompass Budget, Revenue, Operations, Accounting, Auditing, Reporting, Purchasing, Capital Improvement, Debt and Grant Policies.

**WHEREAS**, Town Staff and Trustees will follow the policy and amend it if needed;

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

Section 1: This Resolution adopts the Comprehensive Financial Management Policies attached with the following objectives:

- a) To guide Board of Trustees and management policy decisions that have significant fiscal impact.
- b) To set forth operating principles that minimize the cost of government and financial risk.
- c) To employ balanced and fair revenue policies that provide adequate funding for desired programs.
- d) To maintain appropriate financial capacity for present and future needs.
- e) To promote sound financial management by providing accurate and timely information on the Town's financial condition.
- f) To protect the Town's credit rating and provide for adequate resources to meet the provisions of the Town's debt obligations on all municipal debt.
- g) To ensure the legal use of financial resources through an effective system of internal controls.

**The attached Comprehensive Financial Management Policies (Attachment A), is hereby adopted and approved in its entirety and shall be effective immediately upon approval of this Resolution.**

**THIS RESOLUTION** was approved and adopted the 12<sup>th</sup> day of November, 2024 by the Board of Trustees of the Town of Silverton, Colorado.

ATTEST:

TOWN OF SILVERTON:

\_\_\_\_\_  
Melina Marks Lanis, Town Clerk

\_\_\_\_\_  
Dayna Kranker, Mayor

# Town of Silverton Comprehensive Financial Management Policies

November 2024



# Table of Contents

---

## Contents

Introduction.....	1
Objectives .....	1
Budget Policies .....	2
Introduction.....	2
General Budget Policies.....	2
Budget Development Process .....	3
Budget Adjustment & Amendment Processes .....	4
State of Colorado – Amendment 1.....	4
Revenue Policies.....	5
Operating Policies.....	6
Accounting, Auditing & Financial Reporting Policies .....	7
Purchasing Policies .....	9
Capital Improvement Planning Policy .....	15
Debt Policy.....	16
Grant Policy .....	17

## Introduction

The Comprehensive Financial Management Policy for the Town of Silverton assembles all of the Town's financial policies in one document. They are the tools used to ensure that the Town is financially able to meet its immediate and long-term service objectives. The individual policies contained herein serve as guidelines for both the financial planning and internal financial management of the Town.

The Town of Silverton is accountable to its citizens for the use of public dollars. Municipal resources must be wisely used to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet the community's present and future needs. These policies are intended to provide not only an overview but also guidance and structure for the various financial functions of the Town. These policies have been based on best practice and industry standards as recommended by the Government Finance Officers Association.

## Objectives

In order to achieve its purpose, the Comprehensive Financial Management Policy has the following objectives for the Town's fiscal performance:

1. To guide Board of Trustees and management policy decisions that have significant fiscal impact.
2. To set forth operating principles that minimize the cost of government and financial risk.
3. To employ balanced and fair revenue policies that provide adequate funding for desired programs.
4. To maintain appropriate financial capacity for present and future needs.
5. To promote sound financial management by providing accurate and timely information on the Town's financial condition.
6. To protect the Town's credit rating and provide for adequate resources to meet the provisions of the Town's debt obligations on all municipal debt.
7. To ensure the legal use of financial resources through an effective system of internal controls.

## Budget Policies

---

### Introduction

The annual budget is the financial plan for the operation of the Town. It provides the framework for both expenditures and revenues for the year and translates into financial terms the programs and priorities of the Town. The guidelines in this policy adhere to the Colorado Constitution and Statutes, Silverton Municipal Code, and reflect the recommended practices of the Government Finance Officers Association (“GFOA.”)

### A. General Budget Policies

1. Fiscal Year. The fiscal year for the Town of Silverton is the calendar year, January 1<sup>st</sup> through December 31<sup>st</sup>. The Town will adopt a budget annually as State Statutes prohibit the Town from adopting a budget with a term that exceeds one fiscal year.
2. Balanced Budget. The Town will adopt a structurally balanced budget, where recurring revenues equal or exceed recurring expenditures. The Town will avoid budgetary procedures that balance current expenditures at the expense of meeting future years’ expenses, such as postponing maintenance and other expenditures, accruing future years’ revenues, or rolling over to short term debt. The exceptions to this policy include but would not be limited to planned equipment purchases, operating maintenance, and capital projects based on accumulated funding over the years.
3. Increase efficiency. The Town staff will identify programs to increase efficiency in order to provide for long-term cost savings to the Town. This may include the use of technology, revised organizational structures, or other tools which may be identified. Eliminating outdated practices is encouraged.
4. Investment in the Town’s future. The Town staff, whenever possible, will take a long-term view of the investments (people and resources) and emphasize quality operations which encourage productivity for today and the future.
5. Resource Sharing. The Town staff will explore ways to share staff, training resources and equipment/supplies in order to more effectively utilize resources.
6. Identify Funding for New Services or Service Levels. Proposals to add new services or increase existing services will be presented with revenue alternatives to fund or subsidize the new service levels. This includes initial costs and ongoing operations.
7. Asset Management Plan. The budget will provide for adequate maintenance and replacement for capital assets.
8. Emergency Reserves. The Town will keep \$500,000 in emergency reserves set aside in an interest-bearing account and to be used after the fund balance is depleted. If these reserves are spent down, the town will make a plan to build these reserves up in the following fiscal years.
9. Employee Programs. The Town recognizes that employees are the most valuable asset of the organization and commits to fund this resource to the extent possible appropriately including adequate funding for retirement systems, benefit packages, and training.

10. Overhead Allocations. The budget will include transfers or overhead allocations for expenditures/services that are provided by one fund that benefit another fund commonly referred to as “Administrative Fees”. The formula for calculating this transfer or allocation may include revenues, staff, supplies, and services. The formula will be reviewed annually.

11. Fund Reserves. The Town will maintain adequate cash reserves in order to reduce the potential need for borrowing or service reductions during periods of economic downturn, natural catastrophe, or for other one-time extraordinary expenditures. The GFOA recommends at a minimum, that general purpose governments maintain unrestricted fund balances in their general fund of no less than two months of regular operating revenues or expenditures. Annually, the Town will maintain a minimum target of 25% (90 days) of General Fund revenues as a General Fund ending balance, commonly known as an operating reserve. The town can use its emergency reserves to count towards the 25%. The Board of Trustees can increase the target reserve amount at any time. Funds in excess of the 25% target may be used for one-time capital expenditures or community grants.

12. Fund Level. The annual budget is adopted and appropriated by the Board of Trustees on a fund level.

13. Budget Monitoring. The Town Administrator will maintain a system for monitoring the Town’s budget performance. This system will provide the Board of Trustees and staff with monthly reports, 2 months in the rear that include resource collections, and departmental level expenditures.

14. Community Grants. The Town of Silverton may provide grants to qualified non-profit or community organizations that provide services within the Town dependent upon excess revenue available from the previous fiscal year.

15. Partner Organization. Partner Organizations are defined as adding capacity to the municipality and need to meet on of the criteria below:

- Local, Regional, or State Professional Organization
- Organization in the Master Plan fulfilling a specific Master Plan Action Item with a Contract or MOU approved by the Board of Trustees.

## B. Budget Development Process

1. Master Plan Goals as Direction. The Town budget will support the long-range plans, goals, and policies of the Master Plan that is prioritized by the Board of Trustees as well as the service needs of the community. Staff is responsible to prepare an annual budget to implement and accomplish the goals identified.

2. Budget Schedule. The following are key procedural steps in the Town’s budget development process.

- a. Each year, the Board of Trustees has a retreat to identify Trustee goals.
- b. Beginning in August, departments are provided with their budget worksheets for the upcoming year. Departments are expected to update their current year existing budgets, including expenditure and revenue estimates, performance data and financial and program delivery outcomes as well as put together their requests for the upcoming year based on the Board of Trustees initiatives and organizational needs.
- c. Departmental budget requests are collected and reviewed by the Town Administrator during the month of September with individual meetings with the Departments soon thereafter.
- d. The Board of Trustees is required by State Statute to be presented with a preliminary budget no later than October 15<sup>th</sup> of each year.

- e. Between late October and early December, the Board of Trustees will meet in a series of budget sessions as requested to review and discuss the preliminary budget.
- f. At least one public hearing is scheduled between the months of November and December. Citizens are able to comment on recommended programs and/or ideas for new programs at the public hearing(s).
- g. In November or December the Board of Trustees will adopt the budget by resolution and establish the budget appropriation for the upcoming year.
- h. The final budget is published and distributed before the end of January of the following year. Copies are made available to the public and are available on the Town's website.

3. Forecasting. Revenues, operating and capital expenditures, and debt service will be projected each year. Based on assumed circumstances, including various economic, service, and inflationary factors, the forecast will attempt to portray whether programs can be supported over the designated period. Generally, revenue estimates should be prepared on a conservative basis to minimize the possibility that economic fluctuations could imperil ongoing service programs during the budget year. Operating expenditure estimates should anticipate contingencies that are foreseeable.

4. Budget Presentation. The annual budget document will be prepared based on guidelines identified by the Government Finance Officers Association (GFOA).

5. Public Hearing. At least one public hearing is noticed and held during the fall of each year to provide residents with additional opportunities for input regarding the proposed budget.

6. Legal Requirements. The Town will adopt the budget in accordance with State and Municipal requirements.

8. General Priorities. Generally, the priority order of the budget are personnel, operations and maintenance, debt service, and capital outlays.

### C. Budget Adjustment & Amendment Processes

Under the provisions of State Law and the Town's operating procedures, the operating budget may be adjusted or amended in two different ways. Transfer of existing budget involves a reallocation of existing appropriations and does not change the budget "bottom line." Amendment of the budget involves an addition to or reduction of existing appropriations.

1. Transfer of Existing Budget. Occasionally, a department may develop the need for additional expenditure authority to cover unanticipated costs that cannot be absorbed within that departmental budget, while other departments may not require their full budget authorizations. The Town Administrator may approve a transfer of budget between programs or departments within the same fund. The Board of Trustees must approve transfers between funds (i.e. General Fund transfer to Refuse Fund).

2. Amendment. Amending the Town budget occurs whenever the requested changes from departments will cause the existing appropriation level for the fund to change. This situation generally occurs when the Board of Trustees authorizes an additional appropriation. This is done by a resolution that amends the original budget.

### D. State of Colorado – Amendment 1

On November 3, 1992, the Citizens of the State of Colorado approved Amendment 1, also known as the Taxpayers Bill of Rights (TABOR). Amendment 1 specifically and significantly addresses the following issues: spending limitations, operating reserves and debt service.

On November 7, 1995, voters within the Town of Silverton approved the collection, retention and expenditure of the full amount of town taxes, grants and all other revenue collected from all sources including property taxes without regard to any revenue or expenditure limitations including those contained in Article X, Section 20 of the Colorado constitution or any other law.

The Town will be in compliance with the remaining requirements of Amendment 1, including election, debt, and reserve requirements.

## Revenue Policies

---

The Town must be sensitive to the balance between the need for services and the Town's ability to raise fees, charges and taxes to support those services. As much as is possible and feasible, Town services that benefit specific users should be paid for by fees and charges to provide maximum flexibility in use of general taxes to meet the cost of broader public services.

1. Specific Use of Services. Charges for services that benefit specific users should recover full costs, including all direct costs, indirect costs, depreciation on capital, and General Fund overhead. Departments that impose fees or service charges should prepare and periodically update cost of service studies for each such service.

2. Diversify Revenue. The Town should strive to maintain a diversified mix of revenues in order to provide ongoing stability and predictability, even in times of economic downturn. The Town will review revenue raising proposals in light of its total revenue mix in order to encourage growth and keep the Town economically competitive.

3. General Fund Fees. General Fund Fees should be selected for balance, applicability, and economic impact. The following factors will be considered when the Town's fees are increased, decreased, extended, or changed in any way:

- a. Stability of the fee source over its expected life.
- b. The Board of Trustees will adopt an annual fee schedule.
- c. Adopted fees will go into effect in a timely manner for residents and businesses to adjust.
- d. Fees will increase at a rate of 2.5% per year unless the Board of Trustees directs otherwise.

3. Recapture Investment. The overall revenue structure should be designed to recapture for the Town some of the financial benefits resulting from Town sponsored programs and community investments.

4. Additional Resources. The Town will observe the following priorities in obtaining additional resources:

- a. Use existing resources efficiently. The Town will use as efficiently as possible all existing resources.
- b. Collect existing revenues. The Town will collect as efficiently as possible the resources to which it is already entitled. The Town will follow an aggressive policy of collecting and minimizing receivables.
- c. Revenues are consistent with Town goals. The Town will seek new resources, consistent with the policies in this document and other Town goals.

5. Enterprise Funds. The Town will set fees, user charges, and other revenues for each enterprise fund, Water, Sewer, Molas and Refuse at a level that supports the total direct and indirect cost of the activity including operating costs, system expansion, and maintenance. Indirect costs include the cost of annual replacement needs due to depreciation of capital assets. Costs related to growth will be paid for by the growth.

- a. Administrative Fees will be charged to each enterprise fund to recapture personnel and program expenses used in the General Fund. These will be calculated annually.

6. Legal Requirements. The Town will maintain compliance with State law, as well as legal revenue restrictions, including special revenue funds and funds identified by voters.

7. Grant Revenues. The Town will refrain from using grants to meet ongoing service delivery needs. In the Town's financial planning, grants will be treated in the same manner as all other temporary and uncertain resources and will not be used to fund ongoing, basic service needs. When pursuing or applying for grants, the Town will consider and plan for the long-term implications including increased maintenance, operational costs and replacement costs that may be necessary.

## Operating Policies

---

When the other Financial Policies fail to address a specific issue, general operating policies will be reviewed for direction. In some cases, these policies repeat what has already been stated in other areas, but that is only to emphasize the importance and value of that policy.

1. Current Revenues to Pay for Current Expenditures. Current operating revenues will meet or exceed current operating expenditures. Each fund budget must identify ongoing resources that at least match ongoing annual requirements. One-time cash transfers and ending balances in excess of reserves may be applied to reserves or to fund one-time expenditures. They will not be used to fund ongoing programs.

2. Do Not Restrict Revenues. The Town will not normally earmark discretionary revenues for specific purposes. This will preserve the ability of the Board of Trustees to determine the best use of available revenues to meet changing service requirements to meet the needs of the community.

3. Reserves. The Town will maintain adequate cash reserves for emergencies, unforeseen needs of a non-recurring nature, operating maintenance, equipment replacement, and capital projects. Annually, the Town will hold a minimum target of 25% of revenues in each fund as an ending balance—commonly known as a reserve—for operating maintenance. Emergency reserves can count towards the 25% but excess fund balance will need to be used first. Any reserves in excess of 25% shall be reserved for capital and other one-time purposes including community grants and partner requests.

4. Continual Improvement of Service Delivery. The Town will seek to optimize the efficiency and effectiveness of its services to reduce costs and improve service quality. This will include a review of all existing administrative procedures and software to eliminate exception based procedures, special interest projects or programs that benefit less than the majority.

5. Cash Management. The Town Administrator will develop, maintain, and constantly seek to improve cash management systems which ensure the accurate and timely accounting, investment, and security of all cash assets. During regular business days, all cash received by Town departments will be deposited with the Town Clerk the same day as receipted or the next business day.



6. Fund Balances. Accruals and non-cash enhancements to revenues will not be made as a means to influence fund balances at year-end or during budget discussions.
7. Fixed Asset Inventories. Accurate inventories of all physical assets (including infrastructure), their condition, life spans and cost will be maintained to ensure proper stewardship of public property. The Town Administrator will establish policies and appropriate procedures to manage fixed assets, including establishing the threshold dollar amount for which fixed asset records are maintained and how often physical inventories will be taken.
8. Allocation of Overhead Costs. Overhead costs will be allocated to determine the full cost of providing services. Overhead costs will be allocated according to consistent methodology developed in consultation between the Town Administrator and other operating departments.
9. Internal Loans. Loans made between funds may be charged interest.
10. Bank Accounts. Bank accounts may only be opened by the Town Administrator. No other employee or department of the Town shall open a bank account in the Town's name using the Town or the tax identification number.
11. Petty Cash. Petty cash can be obtained upon authorization of the Town Administrator. A receipt must be submitted to the Town Clerk immediately. Petty cash disbursements should not exceed \$200.00.
12. Surplus Property Disposal. As items are purchased with public funds, the Town Administrator must declare items to be surplus prior to disposal and said disposal must follow the provisions herein.
  - a. De Minimis Valued Items. Non-capital material and supply items that are normally used up during the normal course of business and have individual value less than \$500 are exempted from the formal surplus disposal process. These items can be thrown away, destroyed, donated, or sold with approval from the Department Head in consultation with the Town Administrator.
  - b. Unusable Equipment. The disposal of capital equipment with a salvage value less than \$2,500 is exempted from the formal surplus disposal process. These items can be sold for salvage value without a declaration of surplus property, upon approval from the Town Administrator.
  - c. Auction or Sale of Property (Formal Disposal Process). When the current value is deemed to exceed \$2,500, it can be offered at public auction or written bid. The bid must be advertised at least 10 days prior to sale. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest bidder, all bids may be rejected and the appropriate Department Head and Town Administrator may negotiate a sale or disposition of the asset.

## Accounting, Auditing & Financial Reporting Policies

---

The Town shall maintain a system of financial monitoring, control and reporting for all operations and funds in order to provide an effective means of ensuring that overall Town goals and objectives are met.

1. Generally Accepted Accounting Principles (GAAP). The Town will maintain its accounting records and report on its financial condition and results of operations in accordance with State and Federal law and regulations, including GAAP.

2. Basis of Accounting. The term “basis of accounting” refers to when revenues, expenses, expenditures and the related assets and liabilities are recognized in the accounts and reported in the financial statements. Specifically, it relates to the timing of the measurements made. The following are the basis of accounting available for use by the Town:

- a. Cash Basis – transactions are recognized only when cash is received or disbursed.
- b. Accrual Basis – transactions are recognized when the economic event occurs, regardless of whether cash is paid or received. Proprietary funds, which include the enterprise funds, use the accrual basis of accounting.
- c. Modified Accrual Basis – expenditure transactions are recognized when incurred. Revenues are recognized when both measurable and available. Governmental funds, including the general, special revenue, debt service, and capital projects use the modified accrual basis of accounting. “Available” in this case, means collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. For purposes of consistency, that time-frame shall be not more than sixty (60) days.

3. Reporting Focus – Budget vs. GAAP. This concept is used at the Town of Silverton to refer to the way transactions are recorded and reported for compliance with Colorado Budget Law included in the Colorado Revised Statutes as opposed to financial statement presentation in conformance with Generally Accepted Accounting Principles (GAAP). The Town’s monthly statement of revenues and expenditures are reported during the fiscal year on what is informally called a “budget basis.” The Town’s transactions are recorded throughout the year in accordance with the financial statement requirements as set forth within the Colorado Revised Statutes. By recording the transactions in general compliance with this law, the revenues and expenditures can be more easily monitored on a monthly basis to ensure compliance with the legal requirements as set forth within the Colorado Revised Statutes.

At the end of the fiscal year, adjustments are made to present the financial information in a format that is comparable to that used by other local government units around the country. The standards for this reporting is referred to as “Generally Accepted Accounting Principles” (or GAAP basis). The adjustments to convert the Town’s financial records from “budget basis” to “GAAP basis” are made to ensure that the Town’s financial statements are fairly and consistently presented in conformance with GAAP.

4. Independent Audit. An independent firm of certified public accountants will annually perform a financial and compliance audit of the Town’s financial statements as required by state statute. Their opinions may be contained in the Town’s Annual Comprehensive Financial Report (ACFR) and the Report on Compliance with the Single Audit Act of 1984 (if required based on federal funding levels.)

5. Simplified Fund Structure. The Town will minimize the number of funds, departments, programs and account codes. The funds will be categorized in accordance with generally accepted accounting principles (GAAP) for reporting purposes. The development of new funds will be approved by the Board of Trustees. The development of new departments, programs and accounts will be approved by the Town Administrator.

6. Classification of Fund Balance. The Town will classify governmental fund balances as follows:

- a. Non-spendable - Amounts that cannot be spent either because they are in non-spendable form (assets) or because they are legally or contractually required to be maintained intact.
- b. Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, enabling legislation, Town code or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws and regulations of other governments.
- c. Committed - Amounts that can be used only for specific purposes determined by a formal action of the Board of Trustees. The Board of Trustees is the highest level of decision-making authority for the Town. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board of Trustees.

- d. Assigned - Amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes.
- e. Unassigned - All other spendable amounts.

7. Accounting Internal Controls. The Town will maintain an internal control structure that consists of three elements.

- a. Control Environment - Consisting of an “overall attitude and awareness of actions” as they influence the Town. The management and staff shall consider the financial implications of decisions, both current and long term.
- b. Accounting System - An effective accounting system will result in:
  - a. Identification and recording of all valid transactions.
  - b. Describe the transaction in sufficient detail to permit proper classification of the transaction for reporting purposes.
  - c. Record the transaction in the correct time period.
  - d. Proper presentation of all transactions and related disclosures in the financial statements.
- c. Control procedures - Consist of:
  - a. Proper authorization of transactions and activities.
  - b. Adequate segregation of duties
  - c. Adequate documents and records.
  - d. Adequate safeguards regarding access and use of assets and records.
  - e. Independent checks on performance.

8. Monthly Financial Reporting. The Town Clerk and Accountant will prepare reports at the end of each month identifying the difference between actual and budget for revenues and expenditures by fund. These reports will be presented to the Town Administrator and may be included in Trustee meetings..

## Purchasing Policies

---

The purpose of this section is to establish purchasing guidelines. These policies are applicable to all purchasing for the Town of Silverton and are established to ensure that the needed goods and services are obtained in a timely manner, at the lowest prices possible, consistent with acceptable quality standards.

Consistent with these objectives, a part of the Town’s procurement activity is decentralized. In recognition of the cost of staff time and to reduce the cost of making small purchases, purchasing cards are issued to selected personnel as approved by the Town Administrator. The purchasing card will be defined later in this manual.

Procedures which apply to purchases made directly by Town staff as well as the steps followed by the Town Administrator are described below, along with the public purchasing law and ethical standards that shape the Town’s purchasing activities.

1. Governing Laws and Policies. Procurements by the Town of Silverton are governed by state law and these Purchasing Policies further establish requirements for the Town’s purchasing activities.

2. Conflict of Interest. No employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on their financial interests or the financial interests of a close relative unless approved by the Board of Trustees. A close relative is defined

as within the first, second, and third degree of consanguinity (blood) (1<sup>st</sup>: Parent, Child, 2<sup>nd</sup>: Grandparent, Brother/Sister, Grandchild, 3<sup>rd</sup>: Great Grandparent, Aunt/Uncle, Niece/Nephew, Great Grandchild) or the first or second degree of affinity (marriage) (1<sup>st</sup>: Spouse, 2<sup>nd</sup>: Parent-in-Law, Daughter/Son-in-Law).

3. Personal Purchases. It is prohibited for an employee or official to make purchases for personal purposes or to receive special pricing from a vendor using the Town's name, account or reputation.

4. Payment Authorization. All requests for payment must be approved by the Town Clerk or Town Administrator. Employees cannot authorize payments to themselves.

5. Purchase Orders. A purchase order is required for capital purchases and construction-related services.

6. Purchasing Thresholds and Authority. Generally, the purchasing thresholds detailed below will be applicable (if there are grant funds involved, the thresholds may differ. Please refer to any grant requirements and proceed using the most restrictive standards):

a. Thresholds

- a. **Under \$10,000**. Small items that were anticipated in a appropriated budget line item in this category, used on a day-to-day basis, may be purchased with the approval of a department head without competitive bidding on each item. However, even on these items, periodic telephone inquiries should be made to be certain the purchases are secured from a local source at the lowest possible price for the quality needed. Items that are used on a day-to-day basis consist of office supplies and other items that routinely purchased. Department heads may authorize subordinate employees to purchase budgeted items.
- b. **\$10,000 - \$49,999.99**. Purchases or contracts for services for the sum of \$10,000 to \$49,999.99 shall be secured on a competitive bid basis. This must be accomplished by securing at least three informal bids (i.e. written or over the phone), requests for proposals or through the formal bid process utilizing advertisement and specifications; whichever is most advantageous to the Town.
- c. **\$50,000 and higher**. Any item for services, projects, or equipment in this category shall be purchased through the formal bid process. Formal bids shall be secured by advertisement. Additionally, a random sample of vendors who qualify, or who have indicated an interest in bidding, shall be forwarded a copy of the specifications, when possible, to ensure the best competitive bids for the Town.

b. Authority

- a. Appropriated Items up to \$100,000 – Construction contracts, change orders, and purchases can be approved by the Town Administrator.
- b. Appropriated Items up to \$50,000 - Construction contracts, change orders, and purchases can be approved by the department head.
- c. Non-Appropriated Items exceeding \$20,000 – Must go before the Board of Trustees and be approved and appropriated.
- d. Non-Appropriated Items up to or equal to \$20,000 can be approved by the Town Administrator provided that if the item is between \$10,000 and \$20,000, Board of Trustees is informed of the purchase as soon as practicable but no later than the next Regular meeting.

7. Local Purchasing Preference.

- a. Whenever a product not subject to competitive bidding is available by specification, quantity, and quality within the Town and the price is comparable with outside suppliers, the Town encourages the purchase to be made from local sources.

- b. When a local bidder submits a bid pursuant to this chapter, the Town Administrator may give preference to the local bidder if the bid is not more than 10% higher than that of the next lowest qualified bidder.

8. Bid Guidelines.

- a. Correspondence with Vendors. All correspondence with vendors should be communicated through the department head responsible for overseeing the specific bid unless the bid specifications make it advisable to delegate authority to others.
- b. Formal Bid Notice. All formal bid purchases or formal contracts for services shall be advertised as follows:
  - a. All notices and solicitations of bids shall state the time and place of the bid opening. If required, the request for bids will be published in the newspaper and posted on the Town's website at least 10 days prior to the bid deadline. The request shall include an adequate description of the scope of work to be completed, any specifics which may be required of the vendor, including the amount of any bid bond, all contractual terms, and conditions application to the public project.
  - b. Notices and solicitations of bids shall include information that these are sealed bids and that they should be so identified on the envelope.
  - c. Notices and solicitations of bids shall plainly state to whom the sealed bid(s) should be addressed and should be filed with the Town Clerk.
  - d. When advertising for proposals with federal funding, guidance will be followed as per CFR200.319 through CFR200.322 to ensure proper competition of project awards. This also entails taking necessary affirmative action steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- d. Bid Opening. All bids will be opened at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by rules, together with the name of each bidder shall be entered on a record and open to public inspection. After the time of the award, all bids and requests for proposal documents shall be open to public inspection.
- e. Performance Bonds. Performance bonds, in cash or otherwise, or other acceptable financial assurance such as a letter of credit shall be requested if in the best interest of the Town in such an amount as may be deemed sufficient to secure the execution of the contract or to furnish supplies.
- f. Technology and Advertising. The Town will use electronic means (i.e. internet, email, etc.) to inform potential vendors and may use technology to improve transparency and purchasing efficiencies for the Town. All available means for advertising the invitation to bid shall be used to the extent possible, to encourage full and open competition. When advertising for proposals with federal funding, guidance will be followed in CFR200.319 to ensure proper competition of project awards is encouraged. This also entails, for example, taking necessary affirmative steps to assure that the minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- g. Competitive Buying. Town policy requires quotes or bids to be obtained from as many providers as reasonably possible to ensure a competitive marketing atmosphere and advantageous pricing. Bids will be solicited when required by policy and also when it is found to be advantageous to do so. Any qualified provider may respond to a Town request for quote or bid.
- h. Awards. The Town of Silverton reserves the right to reject any and all bids and waive any formality. The Town of Silverton also reserves the right to select the lowest and/or best bidder as determined by the Town in its sole discretion. Bidders may be disqualified for

past failure to follow proper change order processes or failure to complete projects in a timely and/or professional work like manner.

9. Exclusive Service. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. Written justification for the sole source purchase must be retained with support for the purchase.

10. Emergency Purchases. In the event of natural disasters, accidents or other emergencies where health, safety or welfare of the community is at risk, the Town shall comply with the procurement requirements to the extent practicable, but this may be waived by the Town Administrator. The Town Administrator will notify the Board of Trustees of any emergency immediately identifying the nature of the emergency and any purchase which may be required. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of life, health, safety, welfare or property during a local disaster or emergency conditions shall not require compliance with bidding requirements set forth in this Policy and may be awarded on a sole-source basis. Documentation of procurement decisions in an emergency period is required to be retained, to support the urgency of the purchase and as justification for deviation of any Town policy. Once the Town is no longer operating in an emergency period, adherence to the approved procurement requirements is required. Careful consideration shall be given to procurement decisions made in an emergency period and when grant funds may be received. Federal procurement guidance currently available (at CFR200.319) indicates that purchases above the dollar threshold of a micro purchase (check for current dollar amount) must also have three written quotes to support the cost reasonableness of the purchase. If, at any time, a purchase may have a grant implication, purchaser should follow guidance from the grantor.

11. Exemptions From Public Bidding. The Town recognizes the need to use outside sources for providing Professional Services, constructing Capital Projects (vendors and contractors) and for providing services for day-to-day operations and maintenance. The Town requires staff to solicit bids for any purchase of goods over \$50,000, per engagement or annually. This requirement may be waived by the Town Administrator for ongoing service contracts where the past experience related directly to the Town is a compelling reason to continue a service contract from year to year. Selection of vendors, contractors or consultants may be based on past experience with the Town, knowledge of the Town and region, philosophy of the nature of the job, availability of time, quality of product, quality of service and material, maintenance, warranties, price and other such criteria as deemed appropriate for a particular public project. The Town recognizes the following exemptions for the Public Bid Process:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- (4) a procurement for personal, professional, or planning and engineering services;
- (5) a procurement for work that is performed and paid for by the day as the work progresses;
- (6) a purchase of land or a right-of-way;
- (7) a procurement of items that are available from only one source (sole source)
- (8) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
- (9) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;

- (10) a payment under a contract by which a developer participates in the construction of a public improvement;
- (11) personal property sold:
  - (A) at an auction by a state licensed auctioneer;
  - (B) at a going out of business sale;
  - (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
  - (D) under a cooperative purchasing program administered by a regional planning commission, state agency, or other political subdivision;
- (12) services performed by blind or severely disabled persons;
- (13) goods purchased by a municipality for subsequent retail sale by the municipality;
- (14) electricity; or
- (15) advertising, other than legal notices.

12. Contract Authority. The Town Administrator shall have the power and duty to approve and execute, by signature, all contracts or agreements of, or on behalf of, the Town or its enterprises, subject to the following limitations.

- a. Amount not to Exceed \$100,000. Contracts or agreements that exceed \$100,000 must be approved by the Board of Trustees unless part of an annual contract and appropriated in the budget.
- b. Conveyances. No contract or agreement shall involve conveyances of interest in land, bonds, indentures, evidence of indebtedness, or proclamations, unless the authority to approve and execute such documents shall be granted by the Board of Trustees.
- c. Intergovernmental Agreements. Such contract or agreement does not constitute an “intergovernmental agreement” under Colorado law.
- d. Delegation. The Town Administrator may delegate the signatory authority for the approval and execution of contracts and agreements to department heads when the contractual matters fall within their area of responsibility.
- e. Appropriation. No contract shall be approved or executed unless funds for the payment of obligations under the contract or agreement are in the budget and have been approved by the Board of Trustees. This section shall not prohibit the approval and execution of multi-year contracts or agreement where such agreements are legally permissible.
- f. Legal Review. All contracts or agreements exceeding \$10,000 in value may be subject to legal review.

13. Town Issued Purchasing Cards. This policy applies to all items procured by the use of a Town-issued Purchasing Card.

- a. Issuance. Town purchasing cards may only be issued to department heads or other personnel as authorized by the Town Administrator.
- b. Legitimate Business Expenses. A purchasing card shall be used for purchases on behalf of, or costs associated with, approved travel. No cardholder may procure goods or services for personal purposes. Personal use of a purchasing card consists of an item that is not a legitimate business expense and must be reimbursed to the Town. Misuse of the card could subject an employee to discipline pursuant to the personnel policies of the Town. Department Heads may make available purchasing cards for purchases where time is of the essence to save the Town money; where a credit card is the only or easiest form of payment accepted for a product or service; or when required for travel purposes. It is the responsibility of the Department Head to notify the Town Administrator if an employee is no longer authorized to use the Town’s purchasing card.



- c. Tax Exempt. Purchases should be made tax exempt when available. If an employee continues to purchase without using tax exempt status, their purchasing card will be revoked.
- d. Purchasing Procedures. Purchases made with the purchasing card should follow all guidelines as stated in this Financial Policy document.
- e. Travel Related Expenses. If a spouse or family member is accompanying the employee on a business trip, only employee's travel expenses may be charged to the Town. Airline tickets or other travel expenses related to the family member must be paid by the individual at the time of purchase. Any expenses incurred by the Town for the "plus one" shall be reimbursed upon return from the business trip. Personal expenses may not be charged to the hotel room and must be paid separately. Hotel, car rental, parking, taxi, etc. receipts must be submitted to the Town Clerk within a week of return from the business trip. Travel expenses for the employee will be reimbursed up to the standard rate for that location by U.S. General Service Administration ([www.gsa.gov](http://www.gsa.gov)). Mileage will be reimbursed at the published Internal Revenue Service (IRS) standard mileage rate if a privately owned vehicle (POV) is used.
- f. Monthly Statements. It will be the responsibility of the card holder to reconcile the monthly credit card statements and receipts with the Town Clerk. Original receipts must be submitted to the Town Clerk at the time of reconciliation. Failure to do so will result in loss of purchasing card privileges.

#### 14. Code of Ethics and Conflict of Interest

The Town expects all of its employees to act in the best interests of the Town and its constituents. It is the responsibility of all employees to observe all rules, guidelines, operation procedures and directives of the Town when procuring goods and services on behalf of the Town. The Town further expects that each of its employees will behave with courtesy and respect toward other employees and members of the public. Specific rules of conduct adopted by the Town or described in these guidelines are not meant to be all inclusive, but rather address some common and serious potential problems in the procurement process. Per Colorado State Statutes and the Town's municipal code regarding ethics and conflict of interest, the following shall apply.

Vendors and potential vendors offering goods or services to the Town for purchase shall refrain from providing gifts or entertainment to any Town employee or Board of Trustees member for the purpose of influencing or obtaining a competitive advantage. Any gifts received with a value as defined by the State of Colorado shall be returned to the Vendor.

Employees making purchases on behalf of the Town shall:

- Ensure a competitive bid environment;
- Utilize the guidelines herein to serve as policies governing the procurement process;
- Ensure that all records of the bid process are managed and held for inspection;
- Disclose any conflict of interest prior to engaging in the bid process; and
- Treat all bidders in a fair and equitable manner.

Board of Trustees members, Boards and Commission Members shall:

- Disclose any conflict of interest prior to discussing or voting on award of any bid;
- Refrain from exercising undue influence over the purchasing process; and
- Treat all bidders in a fair and equitable manner.

14. Authority to Amend. The Town Administrator may adopt rules to interpret and enforce this chapter. They may make amendments to this document as needed through an Administrative Directive.

## Capital Improvement Planning Policy

---

A number of important policy considerations are the basis for the Capital Improvement Plan (CIP). The following policies are designed to guarantee that current and future projects are maintained at a quality level and that capital projects do not restrict the Town's ability to provide basic services. The Town must preserve its current physical assets and plan in an orderly manner for future capital investments, including the operating costs associated with these projects. In addition to amenity improvements the Town must also make capital investments needed to support and enhance the delivery of basic services.

1. Capital Expenditures. Capital expenditures for purposes of financial reporting include buildings, land, major equipment, infrastructure investment, and other items that have a value of \$20,000 or greater and have a life expectancy greater than two years.
2. Relationship of Long-Range Plans to the CIP Plan. Virtually all of the projects included in the CIP are based upon formal long-range plans that have been adopted by the Board of Trustees.
3. Five-year Capital Plan. Each department with capital expenditures will develop and maintain five-year capital plans. This will include sources of funding and maintenance.
4. Current Capital Budget. The Town will prepare an annual Capital Budget which will include current year capital expenditures and sources of funds based on the current year of the CIP.
5. Include Future Maintenance. As part of the annual Capital Budget, the Town will identify and include full costs of future maintenance needs and operating costs of new capital facilities and equipment prior to funding as part of the annual Capital Budget. It is essential to recognize that many smaller projects can have a significant impact on the existing staff and maintenance levels when considering the total impact. All capital projects will identify the maintenance requirements in terms of staffing, supplies, and services.
6. Types of Projects Included in the CIP Plan. The CIP Plan will display, to the maximum extent possible, all major capital projects in which the Town is involved. While the following criteria may be used as a general guide to distinguish which projects should be included or excluded from the CIP Plan, there are always exceptions which require management's judgment. For purposes of the CIP Plan, a CIP project is generally defined to be any project that possesses all of the following characteristics:
  - a. Exceeds an estimated cost of \$20,000.
  - b. Each CIP project will be classified as Enhancement, Maintenance, Planning, Land Acquisition, New Infrastructure, or Equipment as defined in the adopted Capital Improvements Plan. Involves Town funding in whole or in part, or involves no Town funds but is the Town's responsibility for implementing, such as a 100% grant-funded project.
7. Preserve Existing Capital Infrastructure Before Building New Facilities. It is the Town's policy to ensure that adequate resources are allocated to preserve the Town's existing infrastructure before targeting resources to build new facilities that also have operating and maintenance obligations. This policy addresses the need to protect the Town's historical investment in capital facilities and to avoid embarking on a facility enhancement program, which when coupled with the existing facilities requirements, the Town cannot afford to adequately maintain.
8. Capital Priority. In general, the following guidelines will be used to identify capital priorities: safety, complete existing projects, maintenance of existing capital facilities, extension or expansion of existing

systems and new projects. Maintenance should be given priority over new facilities unless a cost/benefit analysis indicates otherwise. State, Federal, and local mandates or new service demands may require acquisition of new facilities or new construction even when maintenance needs are not fully met. Unique opportunities may arise which should be considered as a priority particularly if there is community support for acquisition. Maintenance of facilities should take priority over operating programs if deferring maintenance will result in greater costs to restore or replace neglected facilities.

9. Use of Debt in the CIP. The CIP is viewed as a long-term program that will continually address capital requirements far into the future. As such, the use of long-term debt has been minimized, allowing the Town to put money into actual projects that benefit Silverton residents and businesses rather than into interest payments to financial institutions. If the Town uses bonds for financing, then the life of debt is not to exceed 75% of the life of the project or acquisition. The Town Administrator monitors CIP cash flow regularly and utilize fund balances to minimize the amount of borrowing required. There are exceptions to this policy for extraordinary circumstances, where the voters have approved long-term debt issuances to achieve major Town goals that otherwise could not have been achieved, or would have been delayed an unacceptable amount of time.

10. Town Administrator's Authority to Borrow. The Town Administrator is authorized to initiate interim and long-term borrowing measures, as they become necessary, as identified in the current CIP Plan, with approval from the Board of Trustees.

11. CIP Plan Update and Amendment. The CIP Plan will be updated at least annually as a part of the Town's budget process. The Board of Trustees may amend the CIP Plan at any time if a decision must be made and action must be taken before the next CIP review period.

12. Formalization of Monetary Agreements. All agreements between the Town and outside jurisdictions shall be in writing specifying the financial terms of the agreement, the length of the agreement, and the timing of any required payments. Formalization of these agreements will protect the Town's interests. Program areas shall make every effort to promptly request any reimbursements that are due the Town. Where revenues from outside jurisdictions are ongoing, these requests shall be made within the fiscal/calendar year for services rendered, unless alternative arrangements are approved by the Town Administrator or Board of Trustees.

13. Applicable Project Charges. CIP projects should reflect all costs that can be clearly shown to be necessary and applicable. Staff charges to CIP projects will be limited to time spent actually working on those projects and shall include an overhead factor to cover the applicable portion of that person's operating cost.

## Debt Policy

---

Long-term debt is a liability that places a future contractual or other obligation against future revenues of the Town. This policy will set guidelines for the amount and type of debt to be issued by the Town.

1. Use for Capital. The Town will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.

2. Life of Debt. The life of debt is not to exceed 75% of the life of the project or acquisition – when the Town finances capital projects by issuing bonds; it will pay back the bonds within a period not to exceed 75% of the expected useful life of the project.
3. Debt restrictions. The Town will not use long-term debt for current or annual operations. Debt that obligates future Board of Trustees shall be approved consistent with applicable state statutes.
4. Legal Debt Limits. The Town will review its legal debt limitation at least annually. Debt limits will be included in the statistical section of the Annual Comprehensive Financial Report (ACFR).
5. Form of Debt. The ultimate form of debt shall be recommended by the Town Administrator for consideration and approval by the Board of Trustees.
  - a. General Obligation. General obligation debt is subject to voter approval. No general obligation debt can be created unless it has been approved by a majority of the registered electors of the Town, in an election, for that purpose. General obligation debt shall be structured on a level debt service basis with a maximum maturity of 30 years, but terms may vary as conditions warrant. Debt service on general obligation debt can be payable from a separate mill levy, taxation, fees or revenue from projects.
  - b. Revenue Bonds. Revenue bonds are generally used to finance assets that generate revenue which may repay the obligation. Revenue bonds may be issued without the approval of the registered electors of the Town and are not payable from a dedicated mill levy.
  - c. Lease Financings. Lease financings are generally used for long-lived assets that would not be affordable if funded on a lump sum or cash basis during a single year. Lease financing is subject to approval by the Board of Trustees and are not subject to voter referendum if the annual rent payable by the Town is subject to annual appropriation and does not exceed fair market value of the leased property and the financing otherwise qualifies under applicable Colorado case law. This type of financing is not considered debt or a multiple-fiscal year financial obligation under the Colorado Constitution.
6. Annual Review. The Town of Silverton will conduct an annual review of its debt taking into consideration current market rates and current cash flows.
7. Bond Rating. The Town will maintain a strong bond rating that is consistent with other Town goals. The Town will maintain good communications with bond rating agencies about its financial condition. The Town will follow a policy of full disclosure on every financial report and bond prospectus.
8. Debt Refinancing. When advantageous to the Town, the Town Administrator shall present options to the Board of Trustees.

## Grant Policy

---

The purpose of this section is to develop, implement, and maintain meaningful grant oversight and coordination for the Town thereby increasing grant related revenue, limiting the Town's exposure for grant related legal liability, and improving the efficiency and impact of programs and services funded through grants.

Grant funds received by the Town support important programs and services that the Town provides to the community including public safety, recreation, homeland security, infrastructure improvements, among others.

1. Conflict of Interest. No employee or official of the Town shall have any interest, financial or otherwise, direct or indirect, or have any arrangement concerning prospective employment that will, or may be reasonably expected to, bias the design, conduct, or reporting of a grant-funded project on which he or she is working unless disclosed and such official shall disclose the conflict and if an elected official, abstain from voting for or against the item.

It shall be the responsibility of the Grant Project Manager for each particular grant-funded project to ensure that in the use of project funds, officials or employees of the Town and non-governmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- a. Using his or her official position for private gain
- b. Giving preferential treatment to any person or organization
- c. Losing complete independence or impartiality
- d. Making an official decision outside official channels
- e. Affecting adversely public confidence in the grant funded program in particular and the Town in general.

2. Roles and Responsibilities. Department Heads and staff that occupy positions of responsibility with respect to grant activity have specific roles and responsibilities that they shall perform and uphold both ethically and in the best interests of the Town.

- a. Board of Trustees. The Board of Trustees has the sole responsibility for approving grant awards by resolution.
- b. Town Administrator. The Town Administrator has the sole responsibility for approving all grant applications not requiring legislative body approval and executing all grant contracts and agreements for grant awards approved by the Board of Trustees.
- c. Town Administrator. All grant activity must be routed through the Town Administrator including receipt and deposit of grant related funds and requests for expenditure of funds. Grant applications and/or grant status reports often require the signature of the "Finance Officer" or similar title representing the Town's senior financial authority. In these cases, the name and requested information for the Town Administrator shall be provided. The Town Administrator is responsible for setting up project accounts to track revenues and expenditures. Separate revenue and expense accounts or sub accounts shall be created for all federal grants.
- d. Town Attorney. A legal review of grant agreements should be done to ensure that all of the terms of the agreement are legally enforceable. The Town Attorney shall review the terms and conditions of the award as the initial step in the Resolution process, as requested by the Town Administrator, or Department Head.
- e. Town Departments. Town Departments are responsible for all aspects of the grant process including planning for grant acquisition, preparation and submitting grant proposals, preparing Resolution requests to accept funds, developing grant implementation plans, managing grant programs, preparing and submitting reports to grantors, and properly closing out grant projects, as detailed throughout this manual and in compliance with requirements of the grantor. The department receiving the grant shall also be responsible for making an internal request to the Town Administrator to establish a project account number for the grant program. Department staff and Town Administrator staff will maintain a close working relationship, with respect to grant activity, to ensure a clear understanding of the project status.

3. Grant Planning. Each Town Department that seeks grant funding shall undergo an annual planning process for grant acquisition coordinated through the appropriate department head to compile a

comprehensive list of Department needs that can potentially be met through grant funding. Budgets and narrative statements should then be developed for each of the needs, as should goals and objectives that, once achieved, will address the identified need. Federal grants often require more extensive reporting requirements than state and local grants. The anticipated cost of administering and implementing the grant should be compared to the dollar benefit of the grant. The Department Head shall take the cost/benefit analysis into consideration when determining which grants to submit application requests. If a grant becomes available after budget planning, appropriations should be handled as needed.

4. Grant Award and Resolution. The Department receiving the grant award must prepare the Resolution and the agenda commentary and submit it to the Town Clerk for inclusion in the Board of Trustees packet. A grant award letter and grant agreement must accompany the Resolution. The Resolution may include language for a supplemental appropriation by the Board of Trustees for inclusion in the year-end supplemental appropriation.

5. Grant Implementation. All departments that receive grant funding shall develop a Grant Implementation Plan that identifies the goals and objectives to be achieved, the project timeline, milestone events, an anticipated expenditure schedule, roles and responsibilities, and takes into account grantor terms and conditions.

Upon notification of a grant award, the recipient department shall convene an implementation planning process that includes the Town Administrator and the Town Clerk with key project staff, and any other key individuals. Exceptions to this requirement must be approved by the Town Administrator.

6. File Management. All Town Departments shall maintain a file format for grant related documents to include separate sections for documents associated with submittal, research, award, and reports, with clear separation between fiscal years, unless otherwise directed by the grantor. The grantor's preferred file structure shall always take precedence.

7. File Structure. All department and master files associated with a grant award must include the following five sections with clear separations between different fiscal years, unless otherwise directed by the grantor.

- a. Submittal – application guidance and copy of application
- b. Research – statistical and other information used in preparation and support of the grant
- c. Award – award letter, objectives and requirements, grant agreement and anything else related to the award
- d. Financial Services – account set up, copies of all invoices and payment requests
- e. Reports – reports submitted to granting entity and evaluation components

8. File Retention. The Town maintains grant records for a minimum of three years following the closure of their most recent audit report. If any litigation, claim, negotiation, audit or other action involving records has been started before the expiration of the three-year period, the records must be maintained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three year period, whichever is later. Grantors may require retention periods in excess of three years. Grantor requirements will take precedence.

9. Budget Modifications. Modifications to the budget associated with a grant funded project in such a way that will alter the grant amount or move funds from one budget to another, shall require prior approval from the grantor or as per the grantor's terms and conditions. Approval in writing from the grantor is required.

10. Receipt of funds. If the grant funds have not already been appropriated, then no funds shall be dispersed until approved by the Board of Trustees and the Town Administrator has established the accounting specifics.

11. Procurement. All procurement activity associated with grant-funded projects shall follow the procedures outlined in the Purchasing Policy, as well as the grant requirements, whichever is more restrictive.

12. Program Income. All program income resulting from a grant-funded project or program shall be managed and maintained as established in the award letter, grant agreement, contract, special conditions, or other document generated by the granting entity.

13. Reporting. Recipient department shall prepare accurate and timely reports as required by the grantor. All financial reports and reimbursement requests must be reviewed by the Finance Director prior to submission to the grantor.

14. Grant Oversight. During the grant period of any grant received by the Town, the appropriate Department Head may review files associated with the grant and that project or program it funds.





## AGENDA MEMO

---

SUBJECT: 2025 Outstanding Budget Items  
STAFF CONTACT: Gloria Kaasch-Buerger  
MEETING DATE: November 12, 2024

---

### Overview:

In previous memos and budget narratives it was stated that the ending fund balance predictions did not include the \$500,000 in reserve funding that was placed in CDs in 2022. This incorrect interpretation of the audit started in 2023 with the beginning fund balance being pulled from the 2022 audit assumed the \$500,000 reserve funding was not included in the ending fund balance. This resulted in an overspending of funds in 2024 with the projected ending fund balance nearing the \$500,000 non-liquid reserves in CDs. It is imperative that the 2025 budget recognize that the ending fund balance includes the \$500,000 in reserve CDs. The Town Administrator has taken measures to correct this error in the 2025 budget which will be explained below.

The Town Administrator has evaluated the liquidity of the bank account and does not see an upcoming issue that would require us to cash out a CD and dip into our reserves in 2025 before the CDs mature.

To account for the fund balance oversight, the administrative fees will need to be calculated the same as they were in previous years. The Town did reduce the fees in 2024 and the accountant has advised to stick to the 2024 calculations. The General Fund cannot afford to subsize the enterprise funds at this time and needs to save for the 25% reserves equating to \$918,589. Fortunately, the Board has been addressing the sustainability of the water and sewer funds with rate increases and this will not put our enterprise funds (including the refuse fund) into jeopardy.

With the changes below the ending fund balance is \$846,388 (23%) with a surplus of \$241,989. This is adequate for 2025 with a plan to recover the difference of approximately \$72,000 the 2026 budget. This difference might also be recovered when the true ending fund balance is determined in the 2024 audit.

To finalize the 2025 budget there are several areas that have been adjusted to account for the ending fund balance oversight:

1. Administrative Fees
2. CIPs delayed until 2026 budgeting.

### Other significant changes made to the first draft to keep the lights on and keep people employed:

1. The visitor center contract was added back in at \$30,000. This was an administrative error in taking out the visitor center funding over a project. The visitor center contract keeps people employed and the lights on. A one-time project should not take priority over an established employment contract. The reduced amount has been approved by the Chamber Director.
2. The Kendall Deck completion project was reduced from \$40,000 to \$10,000.
3. No capital contribution (-\$25,000) was projected for the perimeter trail in 2024.
4. The Housing Authority's operational budget is included in the General Fund since there are no revenue sources for the Housing Authority at this point and the total impact is less than \$3,000. This includes \$1,000 for training and memberships, and \$1,500 of the Citizen Engagement line item of \$2,000 will be allocated to the Housing Authority.



## AGENDA MEMO

SUBJECT: 2025 Outstanding Budget Items  
 STAFF CONTACT: Gloria Kaasch-Buerger  
 MEETING DATE: November 12, 2024

<b>Town of Silverton</b>									
<b>Administrative Fee Allocation</b>									
<b>2025 Budget</b>									
<u>Staff t/b Allocated</u>					<u>Staff Fund Allocation</u>				
	<b>\$ Amount</b>	<b>% Allocated</b>	<b>\$ t/b Allocated</b>			<b>% Allocated by Fund</b>	<b>Annual Total</b>		
Administrator	136,991	20%	27,398		WATER	50%	260,351	A	
Clerk/Treasurer	192,327	40%	76,931		SEWER	34%	177,039	B	
Planner	86,365	15%	12,955		REFUSE	4%	20,828	C	
Public Works	643,825	60%	386,295		MOLAS	12%	62,484	D	
Parks&Facilities		25%	-	Removed for 2024					
Building & Code	114,157	15%	17,124			100%	520,702	**	
Events&Communications	-	5%	-	Removed for 2024					
<b>TOTAL:</b>	<b>1,173,665</b>	<b>44%</b>	<b>520,702</b>						
<u>General Services Accts t/b Allocated</u>					<u>General Services Fund Allocation</u>				
Town Board	34,694				Water Share	25%	116,254	A	
Financial Admin	18,000				Sewer Share	10%	46,502	B	
Legal Services	50,000				Refuse Share	2%	9,300	C	
General Govt Ops	184,206				Molas Share	3%	13,950	D	
Town Hall	45,876								
Carriage House	20,750								
Bond Principle	111,489			took out anesi park \$95,622					
<b>Total:</b>	<b>465,015</b>					40%	186,006	**	
							706,708	** Total to be Allocated	
<u>TOTAL ALLOCATIONS</u>									
		<b>Total</b>	<b>per 1/4</b>						
WATER		376,605	94,151	Sum of "A's"					
SEWER		223,540	55,885	Sum of "B's"					
REFUSE		30,128	7,532	Sum of "C's"					
MOLAS		76,435	19,109	Sum of "D's"					
<b>Total:</b>		<b>706,708</b>	<b>176,677</b>						

## Updated General Fund Balances:

FY23 Fund Balance ?

\$1,116,139

FY24 Projected Surplus -\$511,740

FY24 Projected Fund Balance \$604,399

FY25 Projected Surplus \$241,989

FY25 Projected Fund Balance \$846,388



## AGENDA MEMO

SUBJECT: 2025 Outstanding Budget Items  
STAFF CONTACT: Gloria Kaasch-Buerger  
MEETING DATE: November 12, 2024

### Updated Sewer Fund Balances: (Does not include the anticipated increase in revenue with EQRs \$86,755)

FY23 Fund Balance	\$168,733
FY24 Projected Surplus	\$68,578
FY24 Projected Fund Balance	\$237,311
FY25 Projected Surplus	\$66,380
FY25 Projected Fund Balance	\$303,691

### Updated Water Fund Balances: (Does not include the anticipated increase in revenue with EQRs \$124,273)

FY23 Fund Balance	\$79,332
FY24 Projected Surplus	\$58,110
FY24 Projected Fund Balance	\$137,442
FY25 Projected Surplus	\$47,383
FY25 Projected Fund Balance	\$184,825

#### Staff recommendations:

The Town Administrator does not recommend adding additional expenses without offsetting revenue to the 2025 Budget as we will need to save for the full 25% reserve fund in 2025 and 2026.

Although staff has finalized a Capital Improvements Plan that was presented to the Finance Committee, it would be prudent to wait to adopt the CIP when funding can be allocated.

#### Attachments:

- 2025 General Fund Draft Budget with changes



## AGENDA MEMO

---

SUBJECT: 2025 Outstanding Budget Items  
STAFF CONTACT: Gloria Kaasch-Buerger  
MEETING DATE: November 12, 2024

### **Suggested Motion or Direction:**

Direction to accept changes.

Any more direction on the 2025 Draft Budget is encouraged at this time and can be prepared for the November 25<sup>th</sup> meeting for follow-up.

Func	Description	ACCOUNT ID	FY23 Actual	FY24 Projected	FY25 Budgeted	Column1
GENERAL FUND						
	Revenue Source					
	Taxes					
	PROPERTY TAXES	10-31-110000	\$306,347.34	\$422,686.00	\$428,724.00	estimate provided by SJC Assessor
	SPECIFIC OWNERSHIP TAXES	10-31-120000	\$27,188.13	\$23,041.00	\$25,635.00	a steady income provided by the state
	GENERAL SALES TAXES	10-31-300000	\$1,745,346.49	\$1,600,000.00	\$1,600,000.00	this projection did not change for 2025
	MARIJUANA SALES TAX	10-31-320000	\$9,960.80	\$10,000.00	\$36,000.00	5% MJ sales tax will be implemented on Janaury 1st
	CIGARETTE TAXES	10-31-420000	\$2,679.65	\$2,056.00	\$2,132.00	This includes the new license amount and will be seperated out
	FUEL TAXES	10-31-460000	\$0.00	\$3,000.00	\$3,000.00	Our reimbursement from the state
	SEVERANCE TAX PAYMENT	10-31-810000	\$0.00	\$2,250.00	\$2,250.00	
	FRANCHISE TAX	10-31-820000	\$37,299.37	\$29,353.00	\$35,343.00	Projection is a little low
	MINERAL LEASE DISTRIBUTION	10-31-830000	\$0.00	\$0.00	\$0.00	
	PENALTIES AND INTEREST	10-31-900000	\$1,986.40	\$1,899.00	\$1,899.00	
	Total Taxes		\$2,130,808.18	\$2,094,285.00	\$2,134,983.00	
	Licenses and Permits					
	LIQUOR LICENSES	10-32-110000	\$3,956.38	\$5,298.00	\$4,750.00	
	PROFESSIONAL & OCCUP LICENSES	10-32-160000	\$12,600.00	\$15,000.00	\$28,000.00	FY2022 Actual that we will try to capture all businesses who require a license.
	LODGING FEE	10-32-170000	\$69,582.26	\$67,845.00	\$73,417.00	only accounts for the general fund portion of the lodging fee.
	BUILDING PERMITS - TOWN	10-32-210000	\$63,237.50	\$59,496.00	\$55,000.00	
	DINING PERMITS	10-32-250000	\$0.00	\$5,632.00	\$5,632.00	
	ANIMAL PERMITS	10-32-260000	\$20.00	\$50.00	\$50.00	
	MISCELLANEOUS PERMITS	10-32-270000	\$935.00	\$1,085.00	\$375.00	
	MARIJUANA LICENSE	10-32-310000	\$2,000.00	\$3,000.00	\$3,000.00	
	VACATION RENTAL FEES	10-32-320000	\$27,625.00	\$27,925.00	\$30,215.00	Includes the \$100 fee for fire inspection
	Total Licenses and Permits		\$179,956.14	\$185,331.00	\$200,439.00	
	Charges for Services					
	PLANNING REVIEW FEES - TOWN	10-34-130000	\$1,500.00	\$19,872.00	\$3,000.00	The Projected includes pass through fees for engineering
	COPIES & FAXES	10-34-140000	\$1.50	\$20.00	\$20.00	
	KMRA MERCHANDISE	10-34-741000	\$0.00	\$0.00	\$300.00	
	KENDALL MTN SKI AREA CONCESS	10-34-741100	\$86.00	\$0.00	\$100.00	
	EXPENSE REIMBURSEMENT	10-34-800000	\$1,497.01	\$3,000.00	\$3,000.00	
	WORK/SERVICES PROVIDED	10-34-810000	\$3,615.47	\$0.00	\$0.00	
	ADMINISTRATIVE FEE	10-34-820000	\$608,508.09	\$670,010.00	\$706,708.00	Administrative fees based on 2024 fees.
	Total Charges for Services		\$615,208.07	\$692,902.00	\$713,128.00	
	Court Fines and Fees					
	COURT FINES	10-35-110000	\$4,414.50	\$19,000.00	\$2,053.00	
	PENALTY ASSESSMENT FEES	10-35-140000	\$8,160.00	\$7,000.00	\$11,218.00	
	Total Court Fines and Fees		\$12,574.50	\$26,000.00	\$13,271.00	
	Miscellaneous Revenues					
	INTEREST REVENUE	10-36-100000	\$5,581.05	\$3,500.00	\$13,000.00	Increase in revenue anticipated with holidng excess funds in high interest bearing accounts
	PARKS RENTAL	10-36-200000	\$0.00	\$0.00	\$0.00	
	ANESI PARK SHOWERS	10-36-210000	\$0.00	\$2,500.00	\$7,000.00	
	MISC RENTS	10-36-300000	\$0.00	\$0.00	\$0.00	
	MEMORIAL PARK RENTAL FEE	10-36-301000	\$1,300.00	\$1,500.00	\$1,000.00	

		SOFTBALL FIELD RENT	10-36-302000	\$0.00	\$0.00	\$0.00	
		KMRA SP. EVENT REVENUE	10-36-303000	\$825.00	\$0.00	\$29,000.00	Lift chair sponsorship
		KM COMMUNITY CENTER RENT	10-36-304000	\$25,478.25	\$38,935.00	\$49,000.00	Accounts for increase in fees in 2024
		SKI LIFT TICKETS	10-36-305000	\$61,306.95	\$40,000.00	\$40,000.00	
		STUDENT SKI LIFT TICKETS	10-36-305500	\$0.00	\$0.00	\$0.00	
		TOWN HALL RENT	10-36-306000	\$1,125.00	\$250.00	\$0.00	
		CELL TOWER LEASE	10-36-320000	\$11,168.91	\$11,169.00	\$11,169.00	
		PW EQUIPMENT RENTAL	10-36-365000	\$0.00		\$0.00	
		EQUIPMENT RENTAL	10-36-370000	\$3,305.00	\$2,000.00	\$5,000.00	
		KMRA DONATIONS	10-36-500000	\$600.00	\$950.00	\$0.00	
		COLUMBINE PARK RENTAL FEE	10-36-501000	\$0.00	\$395.00	\$1,000.00	
		MODULAR RENTAL FEE	10-36-502000	\$0.00	\$0.00	\$0.00	
		DOE PRIZE DONATION	10-36-503000	\$100,000.00	\$0.00	\$20,000.00	
		CEMETERY DONATIONS	10-36-510000	\$0.00	\$0.00	\$0.00	
		SPECIAL EVENT REVENUE	10-36-720000	\$2,635.00	\$7,362.00	\$8,574.00	
		<b>Total Miscellaneous Revenues</b>		<b>\$213,325.16</b>	<b>\$108,561.00</b>	<b>\$184,743.00</b>	
		<b>Contributions and Transfers</b>					
		SALE OF GENERAL FIXED ASSETS	10-39-210000	\$3,000.00	\$0.00	\$0.00	
		PROCEEDS FROM CAPITAL LEASES	10-39-370000	\$24,373.30	\$41,250.00	\$0.00	
		<b>Total Contributions and Transfers</b>		<b>\$27,373.30</b>	<b>\$41,250.00</b>	<b>\$0.00</b>	
		<b>Grants</b>					
		2022 BROWNFIELDS GRANT	10-33-134000	\$0.00	\$20,000.00	\$100,000.00	
		GRANT REVENUE	10-33-410000	\$9,146.34	\$272,000.00	\$146,500.00	2024 projection Includes DOE prize of \$200,000 and REDI Grant for Housing Coordinator
		2023 SJDA DOLA REDI GRANT	10-33-410001	\$12,753.25	\$62,247.00	\$0.00	
		DOLA HB21-1271 PROP ACQ/ANNXTN	10-33-410004	\$0.00	\$3,969.00	\$0.00	
		2019 GOCO GRANT KMRA	10-33-410006	\$2,838.00	\$36,103.00	\$0.00	Grant ended in 2024
		DOLA EIAF CODE REWRITE GRNT	10-33-420000	\$19,459.95	\$33,126.00	\$0.00	Grant will end in 2024
		2021 DOLA IHOI GRANT	10-33-430201	\$516.28	\$0.00	\$0.00	
		HIGHWAY USERS TAX	10-33-540000	\$38,812.57	\$43,524.00	\$37,572.00	Prediction sent from CML
		MOTOR VEHICLE REGISTRATION	10-33-550000	\$25,078.87	\$6,488.00	\$4,923.00	
		LOCAL GOVERNMENT GRANTS	10-33-700000	\$2,000.00	\$0.00	\$4,500.00	
		SAN JUAN COUNTY ROAD & BRIDGE	10-33-730000	\$5,196.18	\$6,056.00	\$5,430.00	
		TOWN/COUNTY SHARED EXPENSES	10-33-740000	\$124,121.54	\$0.00	\$45,128.00	2025 reimbursement for sheriff contract
		SJC SHARED LAW ENFORCEMENT	10-33-741000	\$0.00	\$31,886.00	\$0.00	
		SNOWMOBILE CLUB REIMBURSEMENT	10-33-750000	\$6,375.00	\$6,250.00	\$8,740.00	
		<b>Total Grants</b>		<b>\$246,297.98</b>	<b>\$521,649.00</b>	<b>\$352,793.00</b>	
		<b>Other Revenue</b>					
		OTHER REVENUES	10-38-000000	\$34,546.18	\$75,000.00	\$75,000.00	
		<b>Total Other Revenue</b>		<b>\$34,546.18</b>	<b>\$75,000.00</b>	<b>\$75,000.00</b>	
		<b>Total Revenue Source</b>		<b>\$3,460,089.51</b>	<b>\$3,744,978.00</b>	<b>\$3,674,357.00</b>	
		<b>Expenditures</b>					
		<b>Town Board</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-41110-110	\$27,635.08	\$27,447.00	\$27,447.00	

		SOCIAL SECURITY CONTRIBUTIONS	10-41110-220	\$2,114.15	\$2,607.00	\$2,607.00	
		PART-TIME SOC SEC CONTRIBUTION	10-41110-225	\$0.00	\$0.00	\$0.00	
		UNEMPLOYMENT INSURANCE	10-41110-250	\$14.83	\$82.00	\$82.00	
		<b>Total Personnel</b>		<b>\$29,764.06</b>	<b>\$30,136.00</b>	<b>\$30,136.00</b>	
		<b>Services &amp; Other</b>					
		TRAINING	10-41110-341	\$42.34	\$3,500.00	\$3,000.00	
		TRAVEL	10-41110-580	\$32.38	\$759.35	\$500.00	
		ORGANIZATIONAL DUES	10-41110-590	\$0.00	\$1,156.00	\$1,058.00	
		COMMUNITY CONTRIBUTIONS	10-41110-802	\$54,762.00	\$58,000.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$54,836.72</b>	<b>\$63,415.35</b>	<b>\$4,558.00</b>	
		<b>Total Town Board</b>		<b>\$84,600.78</b>	<b>\$93,551.35</b>	<b>\$34,694.00</b>	
		<b>Municipal Judge</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-41210-110	\$8,595.30	\$8,977.28	\$9,246.60	3% COLA raise
		PAYROLL COSTS	10-41210-200	\$0.00	\$0.00	\$0.00	
		HEALTH AND LIFE INSURANCE	10-41210-211	\$0.00	\$0.00	\$0.00	
		SOCIAL SECURITY CONTRIBUTIONS	10-41210-220	\$643.53	\$615.00	\$615.00	
		PART-TIME SOC SEC CONTRIBUTION	10-41210-225	\$0.00	\$0.00	\$0.00	
		RETIREMENT CONTRIBUTIONS	10-41210-230	\$0.00	\$0.00	\$0.00	
		UNEMPLOYMENT INSURANCE	10-41210-250	\$1.32	\$23.00	\$23.00	
		WORKERS COMPENSATION	10-41210-260	\$0.00	\$0.00	\$0.00	
		BONDING INSURANCE	10-41210-291	\$0.00	\$0.00	\$0.00	
		<b>Total Personnel</b>		<b>\$9,240.15</b>	<b>\$9,615.28</b>	<b>\$9,884.60</b>	
		<b>Services &amp; Other</b>					
		OTHER PROFESSIONAL	10-41210-330	\$0.00	\$0.00	\$0.00	
		TECHNICAL	10-41210-340	\$0.00	\$0.00	\$0.00	
		ORGANIZATIONAL DUES	10-41210-590	\$0.00	\$1,500.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$0.00</b>	<b>\$1,500.00</b>	<b>\$0.00</b>	
		<b>Supplies</b>					
		OFFICE SUPPLIES	10-41210-610	\$0.00	\$0.00	\$0.00	
		BOOKS & PERIODICALS	10-41210-640	\$0.00	\$500.00	\$500.00	
		<b>Total Supplies</b>		<b>\$0.00</b>	<b>\$500.00</b>	<b>\$500.00</b>	
		<b>Total Municipal Judge</b>		<b>\$9,240.15</b>	<b>\$11,615.28</b>	<b>\$10,384.60</b>	
		<b>Town Administrator</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-41310-110	\$105,358.48	\$105,930.00	\$109,050.00	3% COLA raise
		HEALTH AND LIFE INSURANCE	10-41310-211	\$10,637.85	\$10,662.00	\$12,101.37	
		DENTAL INSURANCE	10-41310-212	\$0.00	\$0.00	\$0.00	
		SOCIAL SECURITY CONTRIBUTIONS	10-41310-220	\$7,215.31	\$10,033.00	\$10,033.00	
		RETIREMENT CONTRIBUTIONS	10-41310-230	\$2,961.03	\$3,169.00	\$3,169.00	
		UNEMPLOYMENT INSURANCE	10-41310-250	\$54.71	\$305.00	\$305.00	
		WORKERS COMPENSATION	10-41310-260	\$0.00	\$833.00	\$833.00	



		BONDING INSURANCE	10-41310-291	\$0.00	\$0.00	\$0.00	
		<b>Total Personnel</b>		<b>\$126,227.38</b>	<b>\$130,932.00</b>	<b>\$135,491.37</b>	
		<b>Services &amp; Other</b>					
		PROFESSIONAL SERVICES	10-41310-340	\$10,070.00	\$13,000.00	\$0.00	
		TRAINING	10-41310-341	\$1,250.00	\$2,936.00	\$1,000.00	
		REPAIRS & MAINTENANCE	10-41310-430	\$0.00	\$0.00	\$0.00	
		TRAVEL	10-41310-580	\$368.05	\$1,813.00	\$0.00	
		ORGANIZATIONAL DUES	10-41310-590	\$190.00	\$500.00	\$500.00	
		COVID-19	10-41310-800	\$0.00	\$0.00	\$0.00	
		COVID 19 RESPONSE 2020	10-41310-900	\$0.00	\$0.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$11,878.05</b>	<b>\$18,249.00</b>	<b>\$1,500.00</b>	
		<b>Total Town Administrator</b>		<b>\$138,105.43</b>	<b>\$149,181.00</b>	<b>\$136,991.37</b>	
		<b>Partner Organizations</b>					
		<b>Services &amp; Other</b>					
		PARTNERING	10-41330-800	\$27,264.00	\$35,000.00	\$0.00	
		SAN JUAN REGIONAL PLAN COMM	10-41330-803	\$0.00	\$500.00	\$0.00	
		BOARD OF ADJUSTMENT	10-41330-804	\$0.00	\$0.00	\$0.00	
		SAN JUAN COUNTY 2000	10-41330-807	\$0.00	\$10,000.00	\$0.00	
		SAN JUAN RC & DC	10-41330-808	\$0.00	\$0.00	\$0.00	
		REGION 9 EDD	10-41330-809	\$0.00	\$1,664.00	\$1,664.00	
		<b>Total Services &amp; Other</b>		<b>\$27,264.00</b>	<b>\$47,164.00</b>	<b>\$1,664.00</b>	
		<b>Total Partner Organizations</b>		<b>\$27,264.00</b>	<b>\$47,164.00</b>	<b>\$1,664.00</b>	
		<b>Town Clerk/Treasurer</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-41350-110	\$96,577.33	\$62,000.00	\$63,860.00	3% COLA raise
		LEAVE OF ABSENCE	10-41350-111	\$0.00	\$0.00	\$0.00	
		DEPUTY CLERK SALARY	10-41350-112	\$0.00	\$44,720.00	\$44,990.00	3% COLA raise
		CLERK SALARY	10-41350-113	\$0.00	\$0.00	\$0.00	
		BOOKKEEPER	10-41350-114	\$0.00	\$0.00	\$0.00	
		OVERTIME/PAID COMP TIME	10-41350-130	\$14.25	\$3,000.00	\$0.00	
		PAY FOR PERFORMANCE	10-41350-200	\$0.00	\$0.00	\$0.00	
		HEALTH AND LIFE INSURANCE	10-41350-211	\$19,645.65	\$23,544.00	\$26,722.44	
		DENTAL INSURANCE	10-41350-212	\$0.00	\$0.00	\$0.00	
		SOCIAL SECURITY CONTRIBUTIONS	10-41350-220	\$7,390.92	\$9,938.00	\$9,938.00	
		PART-TIME SOC SEC CONTRIBUTION	10-41350-225	\$0.00	\$0.00	\$0.00	
		RETIREMENT CONTRIBUTIONS	10-41350-230	\$2,533.70	\$3,138.00	\$3,138.00	
		UNEMPLOYMENT INSURANCE	10-41350-250	\$52.46	\$313.00	\$313.00	
		WORKERS COMPENSATION	10-41350-260	\$0.00	\$1,666.00	\$1,666.00	
		BONDING INSURANCE	10-41350-291	\$0.00	\$0.00	\$0.00	
		<b>Total Personnel</b>		<b>\$126,214.31</b>	<b>\$148,319.00</b>	<b>\$150,627.44</b>	
		<b>Services &amp; Other</b>					
		PROFESSIONAL SERVICES- CPA	10-41350-340	\$62,520.85	\$55,000.00	\$40,000.00	
		TRAINING	10-41350-341	\$2,000.00	\$2,000.00	\$1,000.00	

		TRAVEL	10-41350-580	\$0.00	\$622.00	\$500.00	
		ORGANIZATIONAL DUES	10-41350-590	\$0.00	\$200.00	\$200.00	
		OTHER	10-41350-800	\$0.03	\$0.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$64,520.88</b>	<b>\$57,822.00</b>	<b>\$41,700.00</b>	
		<b>Total Town Clerk/Treasurer</b>		<b>\$190,735.19</b>	<b>\$206,141.00</b>	<b>\$192,327.44</b>	
		<b>Elections</b>					
		<b>Services &amp; Other</b>					
		TECH - ELECT JUDGES, ETC	10-41400-340	\$625.00	\$900.00	\$0.00	no election scheduled for 2026
		OTHER PURCHASED SVCS (GRP LVL)	10-41400-500	\$0.00	\$0.00	\$0.00	
		POSTAGE	10-41400-531	\$0.00	\$517.00	\$0.00	
		ADVERTISING	10-41400-540	\$0.00	\$0.00	\$0.00	
		PRINTING & BINDING	10-41400-550	\$1,254.46	\$1,547.00	\$0.00	
		TRAVEL & MEALS	10-41400-580	\$0.00	\$0.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$1,879.46</b>	<b>\$2,964.00</b>	<b>\$0.00</b>	
		<b>Total Elections</b>		<b>\$1,879.46</b>	<b>\$2,964.00</b>	<b>\$0.00</b>	
		<b>Financial Administration</b>					
		<b>Services &amp; Other</b>					
		SUPPORT AGREEMENT	10-41500-332	\$6,992.00	\$7,000.00	\$6,600.00	
		BANK CHARGES	10-41500-340	\$12,102.52	\$11,000.00	\$12,200.00	
		DEBT ISSUANCE COSTS	10-41500-349	\$0.00	\$0.00	\$0.00	
		REPAIRS & MAINTENANCE	10-41500-430	\$0.00	\$0.00	\$0.00	
		CASH OVER/SHORT	10-41500-800	\$5.52	\$0.00	\$0.00	
		IRS UNDERPAYMENT/PENALTIES	10-41500-801	\$0.00	\$0.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$19,100.04</b>	<b>\$18,000.00</b>	<b>\$18,800.00</b>	
		<b>Total Financial Administration</b>		<b>\$19,100.04</b>	<b>\$18,000.00</b>	<b>\$18,800.00</b>	
		<b>Legal Services</b>					
		<b>Services &amp; Other</b>					
		CONTRACT SERVICES-LEGAL	10-41530-340	\$38,082.66	\$40,000.00	\$50,000.00	Increase for assistance with planning
		<b>Total Services &amp; Other</b>		<b>\$38,082.66</b>	<b>\$40,000.00</b>	<b>\$50,000.00</b>	
		<b>Total Legal Services</b>		<b>\$38,082.66</b>	<b>\$40,000.00</b>	<b>\$50,000.00</b>	
		<b>Planning</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-41915-110	\$51,803.74	\$64,240.00	\$70,000.00	Increase is attributed to no contracted planners
		PART TIME EMPLOYEES	10-41915-115	\$23,379.55	\$62,400.00	\$64,272.00	This is the housing coordinator
		HEALTH AND LIFE INSURANCE	10-41915-211	\$12,360.55	\$23,544.00	\$26,722.44	
		DENTAL INSURANCE	10-41915-212	\$0.00	\$0.00	\$0.00	
		SOCIAL SECURITY CONTRIBUTIONS	10-41915-220	\$5,745.66	\$11,894.00	\$11,894.00	
		PART-TIME SOC SEC CONTRIBUTION	10-41915-225	\$0.00	\$0.00	\$0.00	
		RETIREMENT CONTRIBUTIONS	10-41915-230	\$482.74	\$3,739.00	\$3,739.00	
		UNEMPLOYMENT INSURANCE	10-41915-250	\$15.17	\$374.00	\$374.00	
		WORKERS COMPENSATION - GEN GOV	10-41915-260	\$0.00	\$1,666.00	\$1,666.00	

		<b>Total Personnel</b>		<b>\$93,787.41</b>	<b>\$167,857.00</b>	<b>\$178,667.44</b>	
		<b>Services &amp; Other</b>					
		PROFESSIONAL SERVICES	10-41915-330	\$156,941.45	\$127,723.00	\$0.00	
		TECHNICAL	10-41915-340	\$0.00	\$0.00	\$0.00	
		TRAINING	10-41915-341	\$969.23	\$1,500.00	\$2,000.00	
		ADVERTISING	10-41915-540	\$961.21	\$3,000.00	\$1,000.00	
		PRINTING & BINDING	10-41915-550	\$0.00	\$600.00	\$0.00	
		TRAVEL	10-41915-580	\$415.70	\$927.00	\$300.00	
		ORGANIZATIONAL DUES	10-41915-590	\$0.00	\$0.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$159,287.59</b>	<b>\$133,750.00</b>	<b>\$3,300.00</b>	
		<b>Total Planning</b>		<b>\$253,075.00</b>	<b>\$302,107.00</b>	<b>\$182,467.44</b>	
		<b>General Government Operations</b>					
		<b>Services &amp; Other</b>					
		TREASURERS FEES	10-41940-310	\$7,353.62	\$9,000.00	\$6,236.00	
		AUDIT SERVICES	10-41940-321	\$9,800.00	\$9,800.00	\$10,500.00	
		ENGINEER SERVICES	10-41940-330	\$27,273.65	\$44,743.00	\$15,000.00	
		SOFTWARE	10-41940-331	\$0.00	\$1,246.00	\$0.00	
		PROFESSIONAL SERVICES - IT & M	10-41940-340	\$15,638.08	\$20,000.00	\$20,000.00	
		CLEANING SERVICES	10-41940-420	\$0.00	\$0.00	\$4,300.00	
		REPAIRS & MAINTENANCE	10-41940-430	\$0.00	\$0.00	\$0.00	
		COPIER LEASE	10-41940-442	\$8,008.64	\$7,000.00	\$7,000.00	
		INTERNET - TOWN HALL	10-41940-443	\$13,708.94	\$15,000.00	\$18,000.00	
		INSURANCE - WC, PROP & LIA	10-41940-520	\$69,815.07	\$68,587.00	\$66,217.00	
		INSURANCE-DEDUCTIBLE	10-41940-521	\$0.00	\$1,000.00	\$1,000.00	
		POSTAGE	10-41940-531	\$5,215.11	\$4,000.00	\$4,000.00	
		TELEPHONE	10-41940-532	\$7,487.63	\$8,400.00	\$8,900.00	
		ADVERTISING	10-41940-540	\$8,413.92	\$12,000.00	\$10,000.00	
		CITIZEN ENGAGEMENT	10-41940-800	\$1,678.35	\$2,000.00	\$2,000.00	
		<b>Total Services &amp; Other</b>		<b>\$174,393.01</b>	<b>\$202,776.00</b>	<b>\$173,153.00</b>	
		<b>Supplies</b>					
		OFFICE SUPPLIES	10-41940-610	\$12,543.25	\$10,000.00	\$9,000.00	
		OPERATING SUPPLIES	10-41940-614	\$0.00	\$0.00	\$0.00	
		MAINTENANCE SUPPLIES	10-41940-615	\$0.00	\$0.00	\$0.00	
		<b>Total Supplies</b>		<b>\$12,543.25</b>	<b>\$10,000.00</b>	<b>\$9,000.00</b>	
		<b>Capital</b>					
		NEW LOCK SYSTEM	10-41940-720	\$0.00	\$0.00	\$0.00	
		GREENE STREET BANNERS	10-41940-730	\$0.00	\$0.00	\$0.00	
		MACHINERY	10-41940-741	\$50.00	\$2,000.00	\$2,000.00	
		FURNITURE & FIXTURES	10-41940-743	\$0.00	\$6.00	\$1,000.00	
		AFFORDABLE HOUSING	10-41940-760	\$0.00	\$500.00	\$0.00	
		<b>Total Capital</b>		<b>\$50.00</b>	<b>\$2,506.00</b>	<b>\$3,000.00</b>	
		<b>Total General Government Operations</b>		<b>\$186,986.26</b>	<b>\$215,282.00</b>	<b>\$185,153.00</b>	

		<b>Visitors Center Operations</b>					
		<b>Services &amp; Other</b>					
		TESTING & INSPECTIONS	10-41942-345	\$0.00	\$0.00	\$0.00	
		UTILITY SERVICES	10-41942-410	\$0.00	\$0.00	\$0.00	
		COLUMBINE PARK INFO CENTER	10-41942-415	\$0.00	\$0.00	\$0.00	
		CLEANING SERVICES	10-41942-420	\$1,730.61	\$3,590.00	\$3,590.00	
		DISPOSAL	10-41942-421	\$0.00	\$0.00	\$4,445.00	
		CUSTODIAL	10-41942-423	\$7,279.55	\$9,000.00	\$0.00	Bob's Johns was taken out and will be replaced by the restroom trailer
		REPAIRS & MAINTENANCE	10-41942-430	\$7,538.61	\$4,500.00	\$4,500.00	
		RENTALS - EQUIPMENT & VEHICLES	10-41942-442	\$0.00	\$0.00	\$0.00	
		TELEPHONE	10-41942-532	\$0.00	\$0.00	\$0.00	
		CHAMBER CONTRACT	10-41942-801	\$45,000.00	\$45,000.00	\$30,000.00	
		<b>Total Services &amp; Other</b>		<b>\$61,548.77</b>	<b>\$62,090.00</b>	<b>\$42,535.00</b>	
		<b>Supplies</b>					
		GENERAL SUPPLIES	10-41942-610	\$0.00	\$0.00	\$0.00	
		OPERATING SUPPLIES	10-41942-614	\$0.00		\$0.00	
		ELECTRICITY	10-41942-620	\$2,345.00	\$3,000.00	\$3,000.00	
		PROPANE	10-41942-622	\$16,624.58	\$12,200.00	\$9,000.00	We fixed the heater and anticipate more efficient use as well as times it will be closed
		<b>Total Supplies</b>		<b>\$18,969.58</b>	<b>\$15,200.00</b>	<b>\$12,000.00</b>	
		<b>Total Visitors Center Operations</b>		<b>\$80,518.35</b>	<b>\$77,290.00</b>	<b>\$54,535.00</b>	
		<b>ModularOperations</b>					
		<b>Services &amp; Other</b>					
		INTERNET	10-41943-443	\$500.00	\$600.00	\$600.00	
		<b>Total Services &amp; Other</b>		<b>\$500.00</b>	<b>\$600.00</b>	<b>\$600.00</b>	
		<b>Supplies</b>					
		MODULAR OPERATING SUPPLIES	10-41943-614	\$1,004.86	\$8,000.00	\$0.00	
		MODULAR ELECTRICITY	10-41943-620	\$1,278.24	\$5,500.00	\$5,500.00	
		MODULAR PROPANE	10-41943-622	\$3,934.67	\$3,300.00	\$4,000.00	
		<b>Total Supplies</b>		<b>\$6,217.77</b>	<b>\$16,800.00</b>	<b>\$9,500.00</b>	
		<b>Capital</b>					
		GRANT EXPENDITURES SR CTR	10-41943-304	\$4,264.06	\$6,048.00	\$0.00	
		<b>Total Capital</b>		<b>\$4,264.06</b>	<b>\$6,048.50</b>	<b>\$0.00</b>	
		<b>Total ModularOperations</b>		<b>\$10,981.83</b>	<b>\$23,448.00</b>	<b>\$10,100.00</b>	
		<b>Town Hall Operations</b>					
		<b>Services &amp; Other</b>					
		PROFESSIONAL	10-41944-320	\$0.00	\$0.00	\$0.00	
		OTHER PROFESSIONAL	10-41944-330	\$0.00	\$600.00	\$600.00	
		TECHNICAL	10-41944-340	\$0.00	\$0.00	\$0.00	
		SAFETY	10-41944-341	\$0.00	\$0.00	\$0.00	
		FURNACE TENDING	10-41944-342	\$0.00	\$0.00	\$0.00	
		TESTING & INSPECTIONS	10-41944-345	\$2,217.40	\$4,000.00	\$3,000.00	
		CLEANING SERVICES	10-41944-420	\$3,342.82	\$3,000.00	\$3,500.00	

		DISPOSAL	10-41944-421	\$0.00	\$0.00	\$732.00
		CUSTODIAL	10-41944-423	\$11,545.58	\$10,000.00	\$10,000.00
		REPAIRS & MAINTENANCE	10-41944-430	\$8,398.46	\$17,000.00	\$10,000.00
		<b>Total Services &amp; Other</b>		<b>\$25,504.26</b>	<b>\$34,600.00</b>	<b>\$27,832.00</b>
		<b>Supplies</b>				
		GENERAL SUPPLIES	10-41944-610	\$0.00	\$0.00	\$0.00
		OPERATING SUPPLIES	10-41944-614	\$4,446.35	\$3,000.00	\$500.00
		ELECTRICITY	10-41944-620	\$1,639.00	\$2,244.00	\$2,244.00
		PROPANE	10-41944-622	\$19,642.07	\$14,800.00	\$14,800.00
		COAL	10-41944-625	\$0.00	\$0.00	\$0.00
		<b>Total Supplies</b>		<b>\$25,727.42</b>	<b>\$20,044.00</b>	<b>\$17,544.00</b>
		<b>Capital</b>				
		IMPROVEMENTS OTHER THAN BLDGS	10-41944-730	\$0.00	\$0.00	\$0.00
		MACHINERY & EQUIPMENT	10-41944-741	\$2,351.39	\$1,000.00	\$1,000.00
		FURNITURE & FIXTURES	10-41944-743	\$0.00	\$2,000.00	\$500.00
		<b>Total Capital</b>		<b>\$2,351.39</b>	<b>\$3,000.00</b>	<b>\$1,500.00</b>
		<b>Total Town Hall Operations</b>		<b>\$53,583.07</b>	<b>\$57,644.00</b>	<b>\$46,876.00</b>
		<b>Grant Expenditures</b>				
		<b>Services &amp; Other</b>				
		GRANTS	10-41945-100	\$140,860.74	\$307,247.00	\$55,000.00
		COLORADO RELIEF FUND	10-41945-101	\$0.00	\$0.00	\$0.00
		PRESERVE AMERICA - COUNTY	10-41945-102	\$0.00	\$0.00	\$0.00
		BLM TOWN DUMP CLEANUP	10-41945-103	\$0.00	\$0.00	\$0.00
		2022 BROWNFIELDS GRANT	10-41945-104	\$0.00	\$20,000.00	\$100,000.00
		STATE GRANTS	10-41946-100	\$0.00	\$0.00	\$0.00
		2021 DOLA IHOI GRANT	10-41946-201	\$516.28	\$0.00	\$0.00
		<b>Total Services &amp; Other</b>		<b>\$141,377.02</b>	<b>\$327,247.00</b>	<b>\$155,000.00</b>
		<b>Supplies</b>				
		17TH ST MODULAR	10-41948-620	\$0.00	\$0.00	\$0.00
		<b>Total Supplies</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
		<b>Total Grant Expenditures</b>		<b>\$141,377.02</b>	<b>\$327,247.00</b>	<b>\$155,000.00</b>
		<b>Law Enforcement</b>				
		<b>Services &amp; Other</b>				
		CONTRACT SERVICES	10-42100-340	\$298,920.00	\$333,095.00	\$378,189.00
		BACKCOUNTRY RANGER	10-42100-341	\$0.00	\$0.00	\$0.00
		<b>Total Services &amp; Other</b>		<b>\$298,920.00</b>	<b>\$333,095.00</b>	<b>\$378,189.00</b>
		<b>Capital</b>				
		VEHICLES	10-42100-742	\$0.00	\$0.00	\$0.00
		<b>Total Capital</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

		<b>Total Law Enforcement</b>		<b>\$298,920.00</b>	<b>\$333,095.00</b>	<b>\$378,189.00</b>	
		<b>Fire Protection Services</b>					
		<b>Services &amp; Other</b>					
		CONTRACT SERVICES	10-42200-340	\$56,900.00	\$54,750.00	\$57,750.00	
		<b>Total Services &amp; Other</b>		<b>\$56,900.00</b>	<b>\$54,750.00</b>	<b>\$57,750.00</b>	
		<b>Total Fire Protection Services</b>		<b>\$56,900.00</b>	<b>\$54,750.00</b>	<b>\$57,750.00</b>	
		<b>Carriage House</b>					
		<b>Services &amp; Other</b>					
		OTHER PROFESSIONAL-PHYSICIAN	10-42300-330	\$0.00	\$400.00	\$400.00	
		PHYSICIAN SERVICES	10-42300-340	\$0.00	\$0.00	\$0.00	
		PHYSICIAN SUPPORT SERVICES	10-42300-341	\$0.00	\$0.00	\$0.00	
		TESTING & INSPECTIONS	10-42300-345	\$0.00	\$350.00	\$350.00	
		CUSTODIAL	10-42300-423	\$0.00	\$0.00	\$2,200.00	
		REPAIRS & MAINTENANCE	10-42300-430	\$2,869.18	\$3,000.00	\$3,000.00	
		TELEPHONE	10-42300-532	\$0.00	\$0.00	\$0.00	
		DONATIONS	10-42300-850	\$0.00	\$0.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$2,869.18</b>	<b>\$3,750.00</b>	<b>\$5,950.00</b>	
		<b>Supplies</b>					
		OFFICE SUPPLIES	10-42300-610	\$0.00	\$0.00	\$0.00	
		MAINTENANCE SUPPLIES	10-42300-615	\$396.88	\$1,358.48	\$1,500.00	
		ELECTRICITY	10-42300-620	\$3,833.00	\$3,300.00	\$3,300.00	
		PROPANE	10-42300-622	\$10,487.90	\$8,200.00	\$10,000.00	
		<b>Total Supplies</b>		<b>\$14,717.78</b>	<b>\$12,858.48</b>	<b>\$14,800.00</b>	
		<b>Total Carriage House</b>		<b>\$17,586.96</b>	<b>\$16,608.48</b>	<b>\$20,750.00</b>	
		<b>Building Inspector</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-42400-110	\$71,352.79	\$84,331.00	\$86,260.00	Includes \$20,000 for Fire Inspector
		PART-TIME/SEASONAL EMPLOYEES	10-42400-115	\$21,612.50	\$0.00	\$0.00	
		HEALTH AND LIFE INSURANCE	10-42400-211	\$11,880.38	\$11,772.00	\$13,361.22	
		DENTAL INSURANCE	10-42400-212	\$0.00	\$0.00	\$0.00	
		SOCIAL SECURITY CONTRIBUTIONS	10-42400-220	\$7,111.85	\$7,536.00	\$7,536.00	
		RETIREMENT CONTRIBUTIONS	10-42400-230	\$876.56	\$1,929.00	\$1,929.00	
		UNEMPLOYMENT INSURANCE	10-42400-250	\$127.44	\$238.00	\$238.00	
		WORKERS COMPENSATION	10-42400-260	\$0.00	\$833.00	\$833.00	
		<b>Total Personnel</b>		<b>\$112,961.52</b>	<b>\$106,639.00</b>	<b>\$110,157.22</b>	
		<b>Services &amp; Other</b>					
		TRAINING	10-42400-341	\$1,099.09	\$2,500.00	\$2,500.00	
		TRAVEL	10-42400-580	\$1,150.50	\$500.00	\$500.00	
		ORGANIZATIONAL DUES	10-42400-590	\$175.00	\$500.00	\$500.00	
		<b>Total Services &amp; Other</b>		<b>\$2,424.59</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>	
		<b>Supplies</b>					

		OFFICE SUPPLIES	10-42400-610	\$0.00	\$6,877.00	\$0.00	
		BOOKS & PERIODICALS	10-42400-640	\$0.00	\$500.00	\$500.00	
		<b>Total Supplies</b>		<b>\$0.00</b>	<b>\$7,377.00</b>	<b>\$500.00</b>	
		<b>Total Building Inspector</b>		<b>\$115,386.11</b>	<b>\$117,516.00</b>	<b>\$114,157.22</b>	
		<b>Public Works Personnel</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-43100-110	\$355,698.42	\$452,456.00	\$466,440.00	Includes 3% COLA and 1 month overlap in for PW directors
		ADMINISTRATOR / FINANCE DIR	10-43100-112	\$0.00	\$0.00	\$0.00	
		PART-TIME/SEASONAL EMPLOYEES	10-43100-115	\$0.00	\$0.00	\$0.00	
		OVERTIME	10-43100-130	\$22,699.68	\$20,000.00	\$20,000.00	
		PAY FOR PERFORMANCE	10-43100-200	\$0.00	\$0.00	\$12,000.00	Potential PTO payout
		PT SEASONAL PAYROLL COSTS	10-43100-205	\$0.00	\$0.00	\$0.00	
		HEALTH LIFE & DENTAL INSURANCE	10-43100-211	\$60,884.84	\$78,456.00	\$89,047.56	
		SOCIAL SECURITY CONTRIBUTIONS	10-43100-220	\$29,014.10	\$44,408.00	\$44,408.00	
		PART-TIME SOC SEC CONTRIBUTION	10-43100-225	\$0.00	\$0.00	\$0.00	
		RETIREMENT	10-43100-230	\$9,287.42	\$13,573.00	\$12,643.00	
		UNEMPLOYMENT INSURANCE	10-43100-250	\$792.34	\$1,357.00	\$1,357.00	
		PART-TIME UNEMPLOYMENT INS	10-43100-255	\$0.00	\$0.00	\$0.00	
		<b>Total Personnel</b>		<b>\$478,376.80</b>	<b>\$610,250.00</b>	<b>\$645,895.56</b>	
		<b>Services &amp; Other</b>					
		TRAVEL	10-43100-580	\$0.00	\$500.00	\$2,000.00	
		<b>Total Services &amp; Other</b>		<b>\$0.00</b>	<b>\$500.00</b>	<b>\$2,000.00</b>	
		<b>Total Public Works Personnel</b>		<b>\$478,376.80</b>	<b>\$610,750.00</b>	<b>\$647,895.56</b>	
		<b>Street Maintenance</b>					
		<b>Services &amp; Other</b>					
		PROFESSIONAL	10-43120-320	\$325.00	\$2,000.00	\$0.00	
		AUDIT	10-43120-321	\$0.00	\$0.00	\$0.00	
		OTHER PROFESSIONAL	10-43120-330	\$10,933.11	\$1,000.00	\$1,500.00	
		LEGAL SERVICES	10-43120-331	\$0.00	\$0.00	\$0.00	
		TECHNICAL	10-43120-340	\$0.00	\$0.00	\$0.00	
		SAFETY & TRAINING	10-43120-341	\$886.89	\$500.00	\$516.35	
		TESTING & INSPECTIONS	10-43120-345	\$295.00	\$4,500.00	\$3,191.00	
		CLEANING SERVICES	10-43120-420	\$3,776.64	\$3,800.00	\$3,924.26	
		DISPOSAL	10-43120-421	\$0.00	\$0.00	\$0.00	
		CUSTODIAL	10-43120-423	\$0.00	\$0.00	\$0.00	
		REPAIRS & MAINTENANCE	10-43120-430	\$73,537.61	\$76,500.00	\$66,500.00	
		RENTALS - EQUIPMENT & VEHICLES	10-43120-442	\$0.00	\$26,000.00	\$30,000.00	
		CONSTRUCTION SERVICES	10-43120-450	\$0.00	\$0.00	\$0.00	
		INSURANCE	10-43120-520	\$0.00	\$0.00	\$500.00	
		INSURANCE-DEDUCTIBLE	10-43120-521	\$0.00	\$1,000.00	\$1,000.00	
		POSTAGE	10-43120-531	\$0.00	\$0.00	\$0.00	
		TELEPHONE	10-43120-532	\$0.00	\$0.00	\$0.00	
		ADVERTISING	10-43120-540	\$0.00	\$0.00	\$0.00	
		PRINTING & BINDING	10-43120-550	\$0.00	\$0.00	\$0.00	

		TRAVEL & MEALS	10-43120-580	\$108.75	\$200.00	\$206.54	
		CAPITAL PURCHASE	10-43120-801	\$0.00	\$0.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$89,863.00</b>	<b>\$115,500.00</b>	<b>\$107,338.15</b>	
		<b>Supplies</b>					
		OFFICE SUPPLIES	10-43120-610	\$0.00	\$0.00	\$0.00	
		DUST CONTROL	10-43120-611	\$37,360.00	\$38,000.00	\$42,000.00	
		GRAVEL	10-43120-612	\$45,012.50	\$40,000.00	\$52,000.00	
		SIGNS	10-43120-613	\$0.00	\$1,000.00	\$5,000.00	
		OPERATING SUPPLIES	10-43120-614	\$34,908.80	\$26,000.00	\$26,700.00	
		MAINTENANCE SUPPLIES	10-43120-615	\$0.00	\$0.00	\$0.00	
		EQUIPMENT PARTS	10-43120-616	\$0.00	\$0.00	\$0.00	
		LUBRICANTS	10-43120-617	\$0.00	\$0.00	\$0.00	
		CLOTHING ALLOWANCE	10-43120-618	\$1,829.78	\$1,500.00	\$1,500.00	
		CONVENIENCE CONTAINER LINERS	10-43120-619	\$0.00	\$0.00	\$0.00	
		ELECTRICITY	10-43120-620	\$11,642.00	\$13,506.00	\$13,947.65	
		HEATING OIL	10-43120-624	\$0.00	\$0.00	\$0.00	
		HEATING FUEL	10-43120-625	\$0.00	\$0.00	\$0.00	
		FUEL	10-43120-626	\$28,479.01	\$35,000.00	\$35,650.00	
		DIESEL	10-43120-627	\$0.00	\$0.00	\$0.00	
		BOOKS & PERIODICALS	10-43120-640	\$0.00	\$0.00	\$0.00	
		<b>Total Supplies</b>		<b>\$159,232.09</b>	<b>\$155,006.00</b>	<b>\$176,797.65</b>	
		<b>Capital</b>					
		IMPROVEMENTS OTHER THAN BLDGS	10-43120-730	\$0.00	\$0.00	\$0.00	
		HANDICAP RAMPS	10-43120-731	\$0.00	\$0.00	\$0.00	
		MACHINERY & EQUIPMENT	10-43120-741	\$51,459.11	\$40,000.00	\$0.00	
		FURNITURE & FIXTURES	10-43120-743	\$0.00	\$0.00	\$0.00	
		BLAIR STREET	TBD			\$0.00	
		<b>Total Capital</b>		<b>\$51,459.11</b>	<b>\$40,000.00</b>	<b>\$0.00</b>	
		<b>Total Street Maintenance</b>		<b>\$300,554.20</b>	<b>\$310,506.00</b>	<b>\$284,135.80</b>	
		<b>Facilities and Park Administration</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-45110-110	\$190,835.81	\$200,740.00	\$158,752.00	
		ADMINISTRATOR / FINANCE DIR	10-45110-112	\$0.00	\$0.00	\$0.00	
		PART-TIME/SEASONAL EMPLOYEES	10-45110-115	\$3,604.54	\$37,000.00	\$47,000.00	
		OVERTIME	10-45110-130	\$6,154.87	\$4,000.00	\$5,000.00	
		HEALTH AND LIFE INSURANCE	10-45110-211	\$33,126.65	\$47,088.00	\$53,444.88	
		SOCIAL SECURITY CONTRIBUTIONS	10-45110-220	\$15,352.02	\$22,977.00	\$18,336.00	
		PART-TIME SOC SEC CONTRIBUTION	10-45110-225	\$0.00	\$0.00	\$0.00	
		RETIREMENT CONTRIBUTIONS	10-45110-230	\$3,051.15	\$4,966.00	\$4,763.00	
		UNEMPLOYMENT INSURANCE	10-45110-250	\$386.42	\$726.00	\$726.00	
		<b>Total Personnel</b>		<b>\$252,511.46</b>	<b>\$317,497.00</b>	<b>\$288,021.88</b>	
		<b>Services &amp; Other</b>					
		SPECIAL EVENTS CONTRACT	10-45110-340	\$0.00	\$0.00	\$0.00	
		TRAINING	10-45110-341	\$444.58	\$3,200.00	\$2,000.00	



		SUMMER YOUTH PROGRAM	10-45110-342	\$0.00	\$0.00	\$0.00
		FILM CONTACT SERVICES	10-45110-343	\$0.00	\$0.00	\$0.00
		JULY 4 VOLUNTEERS	10-45110-344	\$0.00	\$92.82	\$0.00
		RECREATION PROGRAMS	10-45110-801	\$525.30	\$244.65	\$0.00
		<b>Total Services &amp; Other</b>		<b>\$969.88</b>	<b>\$3,537.47</b>	<b>\$2,000.00</b>
		<b>Supplies</b>				
		OPERATING SUPPLIES	10-45110-614	\$0.00	\$0.00	\$0.00
		CLOTHING ALLOWANCE	10-45110-618	\$457.67	\$0.00	\$0.00
		<b>Total Supplies</b>		<b>\$457.67</b>	<b>\$0.00</b>	<b>\$0.00</b>
		<b>Total Facilities and Park Administration</b>		<b>\$253,939.01</b>	<b>\$321,034.47</b>	<b>\$290,021.88</b>
		<b>Park Maintenance</b>				
		<b>Services &amp; Other</b>				
		REPAIRS & MAINTENANCE	10-45120-430	\$6,968.59	\$13,780.00	\$11,000.00
		<b>Total Services &amp; Other</b>		<b>\$6,968.59</b>	<b>\$13,780.00</b>	<b>\$11,000.00</b>
		<b>Supplies</b>				
		OPERATING SUPPLIES	10-45120-614	\$21,005.30	\$15,000.00	\$25,000.00
		PAYROLL JULY 4TH CAMPGROUND	10-45120-615	\$0.00	\$0.00	\$0.00
		SUPPLIES JULY 4TH CAMPGROUND	10-45120-616	\$14,135.63	\$13,700.00	\$14,700.00
		JULY 4TH CAMP HOST BONUS	10-45120-617	\$0.00	\$0.00	\$0.00
		ELECTRICITY	10-45120-620	\$24,729.98	\$1,000.00	\$2,000.00
		FUEL	10-45120-626	\$14,128.04	\$1,000.00	\$1,000.00
		<b>Total Supplies</b>		<b>\$73,998.95</b>	<b>\$30,700.00</b>	<b>\$42,700.00</b>
		<b>Capital</b>				
		EVENT COORDINATION	10-45120-700	\$0.00	\$0.00	\$0.00
		COLUMBINE PARK	10-45120-701	\$350,169.05	\$10,000.00	\$0.00
		COLUMBINE PARK LOAN EXP	10-45120-702	\$531,089.85	\$0.00	\$0.00
		CAPITAL IMPROVEMENT	10-45120-730	\$0.00	\$0.00	\$0.00
		<b>Total Capital</b>		<b>\$881,258.90</b>	<b>\$10,000.00</b>	<b>\$0.00</b>
		<b>Total Park Maintenance</b>		<b>\$962,226.44</b>	<b>\$54,480.00</b>	<b>\$53,700.00</b>
		<b>Kendall Mountain Ski Area</b>				
		<b>Services &amp; Other</b>				
		TECHNICAL SERVICES	10-45121-330	\$112.15	\$6,500.00	\$6,500.00
		SNOW GROOMING	10-45121-340	\$1,749.39	\$7,000.00	\$9,000.00
		TRAINING	10-45121-341	\$0.00	\$0.00	\$0.00
		TESTING & INSPECTIONS	10-45121-345	\$17,917.18	\$7,000.00	\$6,000.00
		KMRA SALES TAX PAYABLE	10-45121-400	\$0.00	\$0.00	\$0.00
		DISPOSAL	10-45121-421	\$0.00	\$0.00	\$2,800.00
		CUSTODIAL	10-45121-423	\$1,465.00	\$5,780.00	\$5,780.00
		REPAIRS & MAINTENANCE	10-45121-430	\$25,795.24	\$12,000.00	\$12,000.00
		RENTALS	10-45121-442	\$4.07	\$2,500.00	\$2,500.00
		<b>Total Services &amp; Other</b>		<b>\$47,043.03</b>	<b>\$40,780.00</b>	<b>\$44,580.00</b>

		<b>Supplies</b>					
		OPERATING SUPPLIES	10-45121-614	\$18,650.84	\$18,000.00	\$18,000.00	
		ELECTRICITY	10-45121-620	\$3,956.21	\$9,600.00	\$11,600.00	
		PROPANE	10-45121-622	\$13,247.31	\$11,000.00	\$11,000.00	
		<b>Total Supplies</b>		<b>\$35,854.36</b>	<b>\$38,600.00</b>	<b>\$40,600.00</b>	
		<b>Capital</b>					
		KENDALL MOUNTAIN PLANNING	10-45121-700	\$0.00	\$0.00	\$0.00	
		BUILDINGS	10-45121-720	\$4,506.07	\$25,000.00	\$0.00	
		IMPROVEMENTS OTHER THAN BLDGS	10-45121-730	\$1,845.00	\$180,000.00	\$10,000.00	2024 Projection includes Kendall Lift fix and Deck
		<b>Total Capital</b>		<b>\$6,351.07</b>	<b>\$205,000.00</b>	<b>\$10,000.00</b>	
		<b>Total Kendall Mountain Ski Area</b>		<b>\$89,248.46</b>	<b>\$284,380.00</b>	<b>\$95,180.00</b>	
		<b>Events and Communications</b>					
		<b>Personnel</b>					
		REGULAR EMPLOYEES	10-46100-110	\$52,528.32	\$71,245.00	\$51,524.00	24 Projected includes anesi attendant.
		HEALTH & LIFE INSURANCE	10-46100-211	\$12,290.74	\$11,772.00	\$13,361.22	
		SOCIAL SECURITY CONTRIBUTIONS	10-46100-220	\$4,020.34	\$6,767.00	\$6,767.00	
		RETIREMENT	10-46100-230	\$1,499.61	\$1,620.00	\$1,620.00	
		UNEMPLOYMENT INSURANCE	10-46100-250	\$22.96	\$169.00	\$169.00	
		<b>Total Personnel</b>		<b>\$70,361.97</b>	<b>\$91,573.00</b>	<b>\$73,441.22</b>	
		<b>Services &amp; Other</b>					
		PROFESSIONAL SERVICES	10-46100-340	\$0.00	\$4,550.00	\$1,000.00	
		TRAINING	10-46100-341	\$762.83	\$2,000.00	\$500.00	
		ENTERTAINMENT/PERFORMERS	10-46100-347	\$10,090.00	\$11,600.00	\$0.00	
		CUSTODIAL	10-46100-423	\$5,992.57	\$2,500.00	\$7,000.00	
		RENTALS	10-46100-442	\$0.00	\$0.00	\$0.00	
		INSURANCE	10-46100-520	\$0.00	\$0.00	\$0.00	
		MARKETING	10-46100-541	\$11,976.16	\$7,000.00	\$5,500.00	
		TRAVEL	10-46100-580	\$0.00	\$1,000.00	\$500.00	
		FIREWORKS	10-46100-801	\$4,500.00	\$9,000.00	\$0.00	
		<b>Total Services &amp; Other</b>		<b>\$33,321.56</b>	<b>\$37,650.00</b>	<b>\$14,500.00</b>	
		<b>Supplies</b>					
		OPERATING SUPPLIES	10-46100-614	\$3,891.49	\$6,000.00	\$3,500.00	
		REPLACEABLE FURNITURE	10-46100-621	\$0.00	\$700.00	\$500.00	
		<b>Total Supplies</b>		<b>\$3,891.49</b>	<b>\$6,700.00</b>	<b>\$4,000.00</b>	
		<b>Capital</b>					
		CAPITAL OUTLAY(>5,000)	10-46100-730	\$0.00	\$0.00	\$0.00	
		<b>Total Capital</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>Total Events and Communications</b>		<b>\$107,575.02</b>	<b>\$135,923.00</b>	<b>\$91,941.22</b>	
		<b>Financing Costs</b>					
		<b>Capital</b>					
		CATERPILLAR LEASES	10-47110-746	\$104,730.19	\$90,229.00	\$89,177.00	

		GENIE BOOM LIFT LEASE	10-47110-747	\$2,284.08	\$13,027.00	\$1,085.00	
		CAT MINI EXCAVATOR	10-47110-748	\$0.00	\$0.00	\$0.00	
		KUBOTA TRACTOR	10-47110-749	\$0.00	\$0.00	\$0.00	
		CAT BACKHOE	10-47110-750	\$0.00	\$0.00	\$0.00	
		PRINOTH SNOW GROOMER	10-47110-751	\$11,400.00	\$11,400.00	\$11,400.00	
		TOWN VEHICLE	10-47110-752	\$4,847.22	\$0.00	\$0.00	
		COLUMBINE PARK LEASE	10-47110-754	\$95,655.41	\$95,622.00	\$95,665.00	
		2006 DUMP TRUCK	10-47110-755	\$0.00	\$0.00	\$9,827.00	
		<b>Total Capital</b>		<b>\$218,916.90</b>	<b>\$210,278.00</b>	<b>\$207,154.00</b>	
		<b>Total Financing Costs</b>		<b>\$218,916.90</b>	<b>\$210,278.00</b>	<b>\$207,154.00</b>	
		<b>Operating Transfers Out</b>					
		<b>Transfers</b>					
		TRANSFER TO REFUSE FUND	10-49110-960	\$0.00	\$106,100.00	\$0.00	
		TRANSFER TO LIBRARY FUND	10-49110-980	\$125,000.00	\$130,000.00	\$110,000.00	
		TRANSFER TO CAPITAL RESERVES	10-49110-990	\$0.00	\$0.00	\$0.00	
		<b>Total Transfers</b>		<b>\$125,000.00</b>	<b>\$236,100.00</b>	<b>\$110,000.00</b>	
		<b>Total Operating Transfers Out</b>		<b>\$125,000.00</b>	<b>\$236,100.00</b>	<b>\$110,000.00</b>	
		<b>Memorial Park</b>					
		<b>Services &amp; Other</b>					
		REPAIRS & MAINTENANCE	10-45123-430	\$0.00	\$0.00	\$2,500.00	
		<b>Total Services &amp; Other</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>	
		<b>Total Memorial Park</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>	Refuse fee added to be transferred to the Refuse fund.
		<b>Total Expenditures</b>		<b>\$4,260,159.14</b>	<b>\$4,262,060.30</b>	<b>\$3,432,367.53</b>	



## BOARD PACKET MEMO

---

SUBJECT: Blair St Sidewalks Improvement Plan Project Update

MEETING DATE: November 12, 2024

STAFF CONTACT: Lucy Mulvihill, Stephen Mead, Gloria Kaasch-Buerger

---

### Overview:

#### Blair Street Sidewalk Improvement Background

In 2019 the Town of Silverton directly contracted SGM Engineering to complete the [Blair St Sidewalks Improvement Plan](#). This plan designed infrastructure improvements spanning 10<sup>th</sup> to 14<sup>th</sup> street and providing ADA-accessible connectivity between the Durango and Silverton Narrow Gauge Railroad (DSNGR) Train disembarking point to Blair and Greene, our business and historic corridors. Plans included ADA concrete sidewalks stamped to appear like historic wood walkways, delineated crosswalks, and an underground conduit providing electricity for new street lighting. This plan considers the pedestrian safety and accessibility of locals and visitors, the connectivity of town, and the historic charters of Blair Street. The last cost estimate we received for the entire scope of the project was estimated at **\$2,328,000**.

#### TAP Funding

Last year the Town applied for the Colorado Department of Transportation (CDOT) federally funded, Transportation Alternatives Program (TAP) for the implementation of the Blair St Sidewalks Improvement Plan. At this time town has been awarded \$1,043,958 requiring a match of \$260,990.

#### SGM Option(s)

Design - 100% cost Silverton

Construction - \$1,043,958 Federal + \$260,990 Silverton + \$\$\$ any construction or construction management cost over Grant total.

#### RFQ

Design - 80% Fed + \*20% Silverton

Construction - 80% Fed + \*20% Silverton + \$\$\$ any construction or construction management cost over Grant total.

\*The combined 20% Silverton is \$260,990 just depends how you split it between the phases.

#### Project Scope

SGM's latest cost estimate for a reduced scope comes in at \$833,000. The reduced scope includes the construction of sidewalks on Blair Street from 11<sup>th</sup> Street to 13<sup>th</sup> Street and delineated crosswalks, outlined in red. This does not include street lighting.



Our options are to continue with SGM, or go to RFQ and work with a new designer. We are required to go to bid for construction by July 1, 2026, have 10 years to complete the project, it is also worthy to note that 9 months without an invoice would have us put on an inactive list requiring additional work

### **Budget:**

#### **Continuing with SGM**

Design - 100% cost is funded by Silverton. It is estimated to bring the current design up to CDOT standards would be \$130,000

This would require the town to budget \$130,000 between 2025 and 2026. We are then looking at needing to budget the entirety of the match for the construction phase, or \$260,990 for 2027 and 2028 or until construction is completed.

Option of RFQ and a new designer.

Design - 80% Fed + \*20% Silverton

Construction - 80% Fed + \*20% Silverton

Silverton is responsible for \$260,990 just depends how you split it between the phases of design and construction.

Given what has been spent on SGM thus far and the additional \$130,000 needed to complete the designs I expressed to CDOT folks a need to budget \$250,000. CDOT said that 10 to 14 percent of the project total is a good ballpark for design. Using the reduced scope estimate of \$833,000 plus the estimate of \$250,000 for lighting is a total of \$1,083,000. Utilizing the 14% of project cost for design figure from CDOT design cost would be estimated at \$151,620

Using \$200,000 a number in the middle town would need to spend \$40,000 by July 1 2026, so budgeting \$20k for 2025 and \$20k for 2026.

This then leaves the crux of budgeting to 2027 and 2028, if construction were to occur during those 2 years, where town would need to be prepared to spend \$220,990.

### **Staff Recommendation:**

If the Trustees would like to pursue the project, it is recommended to go to RFQ for a new design, budget \$20,000 for 2025, anticipate \$20,000 for 2026 and acknowledge the crux will be the 2027/28 budgets. In working with a new design firm utilize the Blair St association and Historical society to address the most pertinent needs. In tandem with this process pursue additional grant funding. The Multimodal Transportation & Mitigation Options Fund (MMOF) is accepting applications and are state funds which could serve to match the TAP funds we have currently. This deadline is Dec 20<sup>th</sup> and aligns well with our needs.

**Master Plan Priority:**

Improve our Existing Infrastructure: Strategy B, Action Item 3b: Implement 2020 Blair Street Sidewalk Improvements

**Suggested Motion or Direction:**

Motion for consideration to budget \$20,000 for 2025 and if that is not feasible utilize funds from Blair St association to serve as match in the design process and to go to RFQ. Direct staff to pursue MMOF grant funds, and coordinate with Blair St Association and the Historical Society to be contributors in the planning process to identify the most crucial needs.

**November 12, 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.