



HOUSING AUTHORITY, TRUSTEE WORK SESSION, AND REGULAR MEETING – Silverton Board of Trustees

Silverton Town Hall – Monday, February 10, 2025

Call to Order & Roll Call –Housing Authority @5:30pm Trustee Work Session @6pm Regular Meeting @7:00pm

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

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

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

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

Housing Authority @5:30pm

- 1) Approval of 12.9.24 Meeting Minutes
- 2) SHA Resolution 2025-01: A Resolution of the Silverton Housing Authority of the Town of Silverton Amending the Silverton Affordable Housing Guidelines to incorporate the SJDA Homeownership Program.
- 3) Request for Special Meeting on 4/7/2025

Trustee Work Session @6pm

- 1) RV Workforce Housing Ordinance Review

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
- 4) New Business
 - a) First Reading of Ordinance 2025-03 An Ordinance Amending Chapter 8, Article 4, Transportation Impact Fee of the Silverton Municipal Code Authorizing the Collection of a Transportation Impact Fee
 - b) Employee Handbook Amendments
 - c) Employment Agreement for Clayton Buchner



- 5) Consent Agenda
 - a) Payroll
 - b) Meeting Minutes 1.27.25 and 1.28.25
 - c) Accounts Payable
 - d) December Financials
 - e) Service Agreement with SZL Services LLC
 - f) EVENT NOTICE: Silverton Banked Slalom 2/22 @Kendall Mountain
- 6) Staff Reports
- 7) Committee/Board Reports
- 8) Trustee Reports
- 9) Continued Business
- 10) Public Comment

Adjourn

Up-coming Meeting Dates:

2.18 @9am Finance Committee Meeting

2.18 @7pm San Juan Regional Planning Commission

No second Regular Meeting in February due to Trustee retreat.

3.10 @5pm Silverton Housing Authority

3.10 @7pm Regular Meeting

End of Agenda

February 10, 2025

SILVERTON HOUSING AUTHORITY

MEETING PACKET



SILVERTON HOUSING AUTHORITY & REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – Monday, December 9, 2024
Call to Order & Roll Call –Silverton Housing Authority @6:00pm, Regular Meeting @7:00pm

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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 Wakefield, Trustee Schnitker, Trustee Gardiner, Trustee George, Mayor Pro Tem Harper, Mayor Kranker

Absent:

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, Housing Director Anne Chase
Housing Authority @ 6:03pm

1) 11.25 Meeting Minutes

Trustee Gardiner moved, and Trustee Wakefield seconded to approve the 11.25 Meeting Minutes. Passed unanimously roll call.

2) Resolution 2024-05 A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Housing Authority of the Town of Silverton, Colorado

- Administrator Kaasch-Buerger provided context regarding this agenda item.
- Mayor Kranker commented on transparency and the Housing Authority's reliance on grant funding.

Trustee Gardiner moved, and Trustee Halvorson seconded to approve Resolution 2024-05 A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Housing Authority of the Town of Silverton, Colorado. Passed unanimously with roll call.

3) PUBLIC HEARING: Resolution 2024-06 A Resolution Adopting the Budget for the Housing Authority of the Town of Silverton for the Fiscal Year Beginning January 1, 2025, and ending December 31, 2025.

- Administrator Kaasch-Buerger provided background information on Silverton's first Housing Authority Budget for 2025.



Trustee Wakefield moved, and Trustee George seconded to approve Resolution 2024-06 A Resolution Adopting the Budget for the Housing Authority of the Town of Silverton for the Fiscal Year Beginning January 1, 2025, and ending December 31, 2025. Passed unanimously with roll call.

~~4) Resolution 2024-07 A Resolution of the Housing Authority of the Town of Silverton to take the Necessary Steps to Open Bank Accounts for the Authority and its Entities with the Bank of the San Juans and to Authorize Signatories and Supervisors on all Bank Accounts~~

- Housing Director Anne Chase requested that this item be removed from the agenda.
- The board approved this revision.

~~— moved, and — seconded to approve Resolution 2024-07 A Resolution of the Housing Authority of the Town of Silverton to take the Necessary Steps to Open Bank Accounts for the Authority and its Entities with the Bank of the San Juans and to Authorize Signatories and Supervisors on all Bank Accounts. Passed unanimously with roll call.~~

5) Executing the Operating Agreement for Anvil Townhomes LLC

- Housing Director Anne Chase provided background information regarding the operating agreement and the formation of Anvil Townhomes LLC.

Trustee Halvorson moved, and Trustee George seconded to approve the execution of the Operating Agreement for Anvil Townhomes LLC. Passed unanimously with roll call.

6) Direction to request \$6,350 from the San Juan County Board of County Commissioners for survey and appraisal

- Housing Director Anne Chase provide context regarding this funding request from the San Juan County Commissioners.
- Trustee George asked if the commissioners have a line item for affordable housing and if we could request those funds.
- Mayor Kranker commented on this option.
- The board directed Anne to proceed with the request.

7) Directors Report

- Mayor Kranker commented on Anne's work on her director's report.
- Housing Director Anne Chase reviewed her director's report and highlighted some of the accomplishments made this year.

8) Public Comment

- No public comment.

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

Absent:

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, PW Director John Sites, PW Admin Steve Mead, FPR Director Sarah Friden, Attorney Clayton Buchner

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.*

- Kevin Baldwin stood and spoke regarding EQRs.
- Heidi Stevens spoke about EQRs.

3) Presentations/Proclamations

4) New Business



Melina Marks, SHA Appointed Secretary

Dayna Kranker, Chair

Silverton Board Meeting Attendance Sheet

Date: 12.09.2024 Called to order @ 7pm	Attendance @ 7pm	4a) Resolution 2024-29	4b) Resolution 2024-30	4c) Resolution 2024-31	4d) Resolution 2024-32	4e) Resolution 2024-33
Regular Board of Trustees Meeting						
Adjourned @						
Mayor Kranker	/	/	/	/	/	/
Mayor Pro Tem Harper	/	/	/	/	/	/
Trustee George	/	/	/	/	/	/
Trustee Gardiner	/	/	/	/	/	/
Trustee Schnitker	/	/	/	/	/	/
Trustee Wakefield	/	/	/	/	/	/
Trustee Halvorson	/	/	/	/	/	/
	4f) Resolution 2024-34	4g) 2025 Town-County Agreement	5) Consent Agenda	9a) 1st Reading: Ordinance 2024-10	9b) Resolution 2024-36	
Mayor Kranker	/	/	/	/	/	
Mayor Pro Tem Harper	/	/	/	/	/	
Trustee George	/	/	/	/	/	
Trustee Gardiner	/	/	/	/	/	
Trustee Schnitker	/	/	/	/	/	
Trustee Wakefield	/	/	/	/	/	
Trustee Halvorson	/	/	/	/	/	
Housing Authority Meeting @ 6:00pm	Attendance @ 6:00pm	11.25 Meeting Minutes	2) Resolution 2024-05	3) Resolution 2024-06	4) Resolution 2024-07	5) Opp. Agreement Anvil
Mayor Kranker	/	/	/	/	/	/
Mayor Pro Tem Harper	/	/	/	/	/	/
Trustee George	/	/	/	/	/	/
Trustee Gardiner	/	/	/	/	/	/
Trustee Schnitker	/	/	/	/	/	/
Trustee Wakefield	/	/	/	/	/	/
Trustee Halvorson	/	/	/	/	/	/

Removed
from
Agenda



AGENDA MEMO

SUBJECT: Resolution 2025-01: SJDA Homeownership Program
MEETING DATE: **2/10/2025**
STAFF CONTACT: Anne Chase

Overview:

San Juan Development Association partnered with San Juan County and 9318 Contracting for the construction of affordable for-sale housing units funded by the Colorado Department of Local Affairs Division of Housing through the Housing Development Grant awarded to San Juan Development Association.

In 2023, San Juan Development Association (SJDA) administered an application process for households interested in buying an affordable income-restricted unit. The application was for 3 housing units of the Anvil Martha Rose development located in Anvil Mountain Subdivision. Three applications were received and admitted to the randomized drawing to determine the order in which applicants would be offered to buy a housing unit. To date, two of the three units have sold, and one unit remains unsold due to the third applicant dropping out of the program on January 16, 2025. 735 Martha Rose Street received its Certificate of Occupancy in early January 2025 and is ready to be sold to an eligible buyer earning 80% Area Median Income or less.

During SJDA's Board Meeting on January 24, 2025, the SJDA Board gave Staff direction to approach the Silverton Housing Authority Board about the Silverton Housing Authority administering the buyer application process and managing the affordability covenants for the property. SJDA began this development almost two years prior to the establishment of the Silverton Housing Authority (SHA). Since SHA's establishment, strides have been made in developing capacity and guidelines for managing housing units encumbered by affordability covenants to protect the intention of and investment in affordable housing units in Silverton. As SHA rises to the occasion of creating and managing affordable housing units, SJDA identified this as a natural transition for the 735 Martha Rose Street property.

Proposed Plan

1. According to the Silverton Affordable Housing Guidelines, the Board may amend the Guidelines via resolution. Resolution 2025-01 would amend the Guidelines to add a Housing Program, which can have its own qualification, application, and use standards. The proposed program is called the SJDA Homeownership Program and would govern the property at 735 Martha Rose Street. The SJDA Homeownership Program draft is attached below. If you would like to reference / review the Guidelines, you can access them on the [Silverton Housing Authority website](#).
2. SHA, San Juan County, and 9318 Contracting (the current owner of the property) would be parties to the 735 Martha Rose Affordability Covenants that would run with the land in perpetuity. All three parties must agree to the Affordability Covenants. The Affordability Covenants would legally tie the SJDA Homeownership Program / Silverton Affordable Housing Guidelines to the property.
 - a. The proposed Affordability Covenants and SJDA Homeownership have the following standards:
 - i. Owners must earn exactly or less than 80% AMI at the time of Application & closing on the property.
 - ii. The property must be used as the Owner's primary residence and under no circumstance may it be used as a short-term rental.
 - iii. If an Owner can no longer use the property as their primary residence, they may apply for a leave of absence pursuant to the Silverton Affordable Housing Guidelines which may be granted on the condition of long-term renting to tenants earning exactly or less than 80% AMI.

- iv. In the event an owner wishes to sell the unit, the unit will be sold according to the Silverton Affordable Housing Guidelines sale procedure.
- v. In the event of a pending foreclosure, SHA has an Option to Purchase the unit.
- vi. The Affordability Covenants will run with the land in perpetuity.

3. Application Period and Waitlist Drawing Timeline

- a. If Resolution 2025-01 is adopted during the 2/10/25 SHA meeting, the following timeline is proposed:
 - i. Application Period (30 days): February 11 – March 11.
 - ii. Application Remedy Period (6 days): March 13 – March 18th
 - iii. Final application status Admin Decision: March 20th
 - iv. Appeal / Grievance Period (10 days): March 21 – March 31.
 - v. Appeal Hearings (if any) & Waitlist Drawing: April 7th

Considerations & Other notes

- The unanticipated need to reopen an application for the opportunity to buy this unit has caused delays in the timeline of selling the unit. Staff is proposing qualification standards and an application timeline that support expediting the application process within reason, while still protecting the integrity of the intention of the unit.
- The proposed Affordability Covenants has been legally reviewed for Fair Housing compliance, however, SHA, the County and 9318 Contracting all need to agree upon the terms of the Affordability Covenant prior to selling the unit.
- Staff is requesting a SHA Special Meeting on April 7th for the appeal hearings (if any) and the Waitlist Drawing.
- You may notice grammatical differences between the adopted Guidelines and the SJDA Homeownership Program including changing “Lottery” to “Waitlist Drawing,” “Priority Entries” to “Bonus Entries,” and “Deed Restriction” to “Affordability Covenants.” These changes have been made to align with industry best practice. Upon enactment of the Town of Silverton’s updated Land Use Code, Staff will present amendments to revise the original Guideline document to align with these grammatical changes. Staff does not believe that the grammatical differences between the original Guidelines and the SJDA Ownership Program will be in conflict until the Guidelines are amended.

Suggested Motions:

Motion options for Resolution 2025-01:

1. Motion to adopt Resolution 2025-01 A Resolution of the Housing Authority of the Town of Silverton Amending the Silverton Affordable Guidelines to Incorporate the SJDA Homeownership Program.
2. Motion to adopt Resolution 2025-01 A Resolution of the Housing Authority of the Town of Silverton Amending the Silverton Affordable Guidelines to Incorporate the SJDA Homeownership Program with the following conditions:...

Motion options for the 735 Martha Rose Affordability Covenants:

1. Motion to enter as a party to the 735 Martha Rose Affordability Covenants with San Juan County and 9318 Contracting.



RESOLUTION NO. 2025-01

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE TOWN OF SILVERTON
AMENDING THE SILVERTON AFFORDABLE GUIDELINES TO INCORPORATE
THE SJDA HOMEOWNERSHP PROGRAM**

WHEREAS, the Housing Authority of the Town of Silverton (“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 Board adopted the Silverton Affordable Housing Guidelines on September 9, 2024; and

WHEREAS, the Silverton Affordable Housing Guidelines grant the Silverton Housing Authority Board the authority to amend the Guidelines by means of written resolutions; and

WHEREAS, on January 24, 2025, the San Juan Development Association Board recognized the need for capacity to administer a buyer application processes and compliance monitoring of the certain real property more particularly described in Exhibit A hereto and identified the Silverton Housing Authority as an option to address such needs; and

WHEREAS, the Silverton Housing Authority’s mission is to advocate, promote, plan, and provide the long-term supply of quality affordable housing to support equitable access to housing in the Town of Silverton; and

WHEREAS, the Silverton Housing Authority finds it in alignment with its mission to provide affordable housing opportunities by adding the SJDA Homeownership Program to the Silverton Affordable Housing Guidelines and assuming responsibility for administering, monitoring, and enforcing compliance with the property’s Affordability Covenants and Silverton Affordable Housing Guidelines.

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

Section 1: The Board does hereby amend the Silverton Affordable Housing Guidelines to include the SJDA Homeownership Program as described in Exhibit B hereto.

Section 2: The Board does hereby intend the Silverton Housing Authority to be a party to the Silverton Housing Authority SJDA 735 Martha Rose Affordability Covenants to be recorded to the certain real property as described in Exhibit A hereto.

THIS RESOLUTION was approved and adopted on the 10th day of February 2025, by the Housing Authority of the Town of Silverton

SILVERTON HOUSING AUTHORITY:

Dayna Kranker, Chairperson

ATTEST:

Melina Marks Lanis, Town Clerk (SHA Appointed Secretary)

EXHIBIT A

Property Legal Description

Lot 27 of the Anvil Mountain Subdivision, according to the recorded plat thereof filed for record on September 30, 2011, at Reception number 148169 and Amended Easement and Setbacks filed for record on July 25, 2019, at Reception number 152386 at the Clerk and Recorder's Office, San Juan County Colorado.

EXHIBIT B

SJDA HOMEOWNERSHIP PROGRAM

To be adopted into the Silverton Affordable Housing Guidelines

Section 200: PROGRAM DESCRIPTION

The SJDA Homeownership Program governs the property at 735 Martha Rose Street (the “Property,” “Unit,” “Housing Unit,” “Subject Unit”), more particularly described in Exhibit A hereto. San Juan Development Association partnered with San Juan County and 9318 Contracting for the construction of this property funded by the Colorado Department of Local Affairs Division of Housing through the Housing Development Grant awarded to San Juan Development Association. San Juan County, the Silverton Housing Authority, and 9318 Contracting are parties to the Affordability Covenants filed on xx/xx/2025 at Reception Number XXXXXXXX, herein referred to as “Covenants” or “Restritions.”

200.1 Unit Mix

SJDA Homeownership Program	Subject Unit: 735 Martha Rose
AMI Level	≤ 80% AMI
Bedroom Count	2

Section 201: PURPOSE AND APPLICABILITY

- 201.1** The SJDA Homeownership Program, herein referred to as “these Provisions” governs the Affordable Housing Unit herein referred to as the “Subject Unit,” “Housing Unit,” “735 Martha Rose” or “Property” to permanently protect affordable homeownership opportunities. These provisions govern the purchase, sale, transfer, assignment, or conveyance of Housing Units subject to this SJDA Homeownership Program.
- 201.2** Application of the provisions herein is established by a resolution of the Silverton Housing Authority.
- 201.3** **Conflict:** In cases where there is conflict between these Provisions and the Town of Silverton Municipal Code, the Municipal Code shall govern. In cases where there is a conflict between these Provisions or the Land Use Code and the Affordability Covenants the provisions of the Affordability Covenants shall govern. In cases where there in conflict between the SJDA Homeownership Program Provisions and the Silverton Affordable Housing Guidelines, these SJDA Homeownership Program Provisions shall govern.



Section 202: PROGRAM POLICY GOALS

- 202.1** The SJDA Homeownership Program is designed to provide affordable housing opportunities for Households earning less than eighty percent (80%) Area Median Income and to maintain the affordable housing stock in Silverton for the future.

Section 203: INITIAL QUALIFICATION STANDARDS AND PROCESS

This Section governs the Initial Qualification Standards and Process for Applicants for the SJDA Homeownership Program.

203.1 Administration of Waitlist Application

- A. **Fair Housing** – The Silverton Housing Authority shall fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and, to the extent applicable, the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.
- B. **Limited English Proficiency** – The SJDA Homeownership Program and Application process will be administered in compliance with Colorado and Federal Guidelines. Free interpretation services and translations of vital documents will be provided as needed. Language preference will be identified during the application process, and reasonable steps, such as using bilingual staff or interpreters, will ensure effective communication. Applicants and tenants will be informed of their right to these services, and staff will be trained on LEP requirements. No individual will be excluded or treated unfairly due to limited English proficiency, in line with Title VI of the Civil Rights Act and Executive Order 13166.
- C. **Lawful Presence** - The SJDA Homeownership Program is administered in accordance with C.R.S. § 24-76.5-103. Pursuant to 8 U.S.C. § 1621(d). Lawful presence is not required to determine eligibility for state or local public benefits, including the SJDA Homeownership Program.
- D. **Reasonable Accommodation** – Applicants may request a reasonable accommodation in accordance with the Americans with Disabilities Act if they require modifications to the Initial Qualification Application process or to the SJDA Homeownership Program in general according to Section 109.6. Requests for accommodation must be submitted to the Silverton Housing Authority Staff before the closure of an Application Period, who will review and determine accommodations.



203.2 Initial Qualification Standards – The following standards apply to determine eligibility to apply for the SJDA Homeownership Program and warrant one (1) entry to the Waitlist Drawing:

1. **Income Level Standard** – The Applicant's Gross Income must be verified by SHA or its designee that it does not exceed the Eighty Percent (80%) Area Median Income Level posted in Appendix A at the time of Application and Purchase of the Housing Unit.

a. Applicants may request an Exclusion from Income pursuant to Section 103.2.C.4 of the Silverton Affordable Housing Guidelines.

203.3 Bonus Entry Qualification Standards – The following Qualification Standards earn additional entries into the Waitlist Drawing.

A. Definitions:

1. **Vital Workforce:** Any Household with a member Employed, or can provide a letter of intent to hire by San Juan County, Town of Silverton, Silverton School, Silverton Family Learning Center, Silverton Medical Rescue, OR any household with a member who has volunteered for Silverton Fire Department or Silverton Medical Rescue a minimum of forty (40) hours a month on an annual average in the immediate year prior to the Application Period. *To qualify for Bonus entries for Vital Workforce, Applicant's employer must submit a completed Employment Verification Form to the SHA as specified in the application packet.*

2. **Local Workforce:** Any Household with a member currently Employed, or can provide a letter of intent to hire by a business located and licensed in San Juan County or meets the Qualified Volunteer definition. Additional entries are dependent on length of employment / volunteerism according to the Bonus Entry Matrix. *To qualify for bonus entries for Employee in San Juan County, Applicant's employer or volunteer organization must submit a completed Employment Verification Form to the SHA as specified in the application packet.*

3. **Qualified Disabled or Qualified Retired Resident of San Juan County:** Applicants who are Qualified Retired or Qualified Disabled. Additional entries are dependent on length of residency in San Juan County seen in Section 103.5. *To qualify for the Bonus entries for Qualified Disabled/Retired in San Juan County, the Applicant must complete the residential history within the application packet and show proof of retirement or unemployment based on the required documentation in Section 104.3C.*



B. Bonus Entry Stipulations:

1. Maximum of three (3) additional entries per Application.
2. Employment and Residence history for Priority qualifications may be applied only to the person in the [Household](#) that has worked, or when applicable, lived in San Juan County the longest. Residency length cannot be combined amongst Household members.

C. Bonus Entry Matrix – The following entries will be in addition to the one (1) entry for Initial Qualification Standards.

Bonus Qualification	Sum of Monthly Employment in the Immediate Last 5 Years	Additional Entries
Vital Workforce		+3 entries
Local Workforce	0-12 months (0-1 years)	+2 entries
	13+ months (1+ Years)	+3 entries
Qualified Retired and Qualified Disabled Residency in San Juan County	24+ months (2+ years)	+ 3 entries

203.4 Grounds for Denial – SHA is not required or obligated to qualify, assist, or accept Applicants into the Program if they meet the criteria of Section 103.8 Grounds for Denial.

203.5 Initial Qualification Process – SHA, or its assigns, administers Applications for the SJDA Homeownership Program Waitlist subject to the following provisions to create an orderly and fair process for offering the Housing Unit for Sale to Eligible Applicants.

A. Opening and Announcement of Application Period –

1. Notice of the date, time and location at which Applications will be accepted for the Waitlist shall be published as a Legal Notice in a newspaper of general circulation in the Silverton Standard at least twenty (20) days prior to the



closure of an Application Period, through the Silverton housing authority communication channels and on the Silverton Housing Authority website.

2. Applications and information shall be available online on the Silverton Housing Authority website concurrent with the publication of the Legal Notice.

B. Application Requirements -

1. Households interested in purchasing a Housing Unit must submit a complete Application to SHA within the Application Period. No late or incomplete applications will be accepted.
2. Each member of an Applicant Household over the age of eighteen (18) must sign and be submitted as a Household:
 - a. A release allowing SHA to obtain additional information for Qualification purposes; and
 - b. A sworn statement including without limitation the following certifications:
 - a. the facts contained in the application are true and correct to the best of the Applicant's knowledge; and
 - b. the Applicant has been given the standard application information packet by SHA Staff; and
 - c. the Applicant, on the basis of the application presented, believes the Applicant Household qualifies to own the Housing unit in question according to the Deed Restriction, these Guidelines, and all other applicable procedures, rules and regulations; and
 - d. the Applicant agrees to indemnify, defend, and hold harmless the Silverton Housing Authority and any and all legal bodies corporate and/or politic flowing therefrom including their officers, trustees, directors, agents, representatives, employees, and assigns against any and all claims including attorneys' fees and costs, which may be brought against any of them by anyone claiming to have been injured as a result of Applicant's participation in the Application Program or my removal therefrom; and
 - e. the Applicant agrees to provide all requested information to SHA upon request within the specified timeframe communicated by SHA.
3. **Application Fee** – Applications must be submitted with the Application Fee according to Appendix D.



4. **Mortgage Pre-Approval Letter** – the Applicant must submit a Mortgage Pre-Approval Letter from a lender. The letter must confirm that the Applicant is preapproved for a loan amount that meets or exceeds the Sale Price specified in the Application Packet.

C. Application Exception, Appeal and Grievance Procedure –

1. **Exceptions**- Exceptions will not be accepted nor granted for the Qualification Criteria for the SJDA Homeownership Program as to not conflict with the Colorado Department of Local Affairs’ and San Juan County’s restrictions on the Property.
2. **Appeals** – Applicants may submit an Appeal of a decision made by SHA Staff or Board according to Section 207.2.
3. **Grievances** – Applicants may submit a Grievance according to Section 207.3.

D. Application Review – Applications will be reviewed for completeness and Applicant Qualification will be verified based on the following standards:

1. **Completeness:**
 - a. Applications must be fully complete and include all required documentation and fees.
 - b. **Accuracy and Consistency:** Information provided in the Application must be accurate and consistent across all submitted documents.
 - c. Missing or conflicting information or documents will be noted, and Applicants may be granted a specified timeline to remedy the missing or conflicting materials per SHA Staff discretion.
2. **Timeliness of Submission:**
 - a. Applications must be submitted by the specified deadline. Late applications will not be accepted.
3. **Verification of Income Level:**
 - a. Income verification will be conducted according to Section 104: Household Income Verification.
 - b. Income Verification of Applicant Household will be completed by SHA or its assign:
 - i. Upon submission of an Application for the Waitlist; and



- ii. Within thirty (30) days prior to closing on the purchase of a housing unit if applicable to Applicant.

E. Notification of Application Status: Applicants will be notified of the status of the Application, either accepted or denied per the following procedures, a minimum of fourteen (14) calendar days prior to the SHA Regular Meeting in which the Application Drawing will occur.

1. Application Receival Procedure

- a. If SHA Staff receives applications in the form, manner, and time in which SHA is accepting applications to the SJDA Homeownership Program, SHA Staff will notify the Applicant of the received status of the Application and their assigned Applicant ID Number.

2. Acceptance Procedure –

- a. Applicants will be notified of acceptance to the Application drawing via an email to the email address provided in their Application and will include their assigned Applicant ID Number and the number of entries they are assigned for the Waitlist Drawing.
- b. Applicants will have the right to Appeal the number of Application Drawing entries they are awarded and will be provided information concerning the Section 207.2: Appeal Procedure.

3. Denial Procedure –

- a. Applicants will be notified of denial to the Application Drawing, also referred to as disqualification, via an email to the email address provided in their Application and will include the reason(s) for denial and their assigned Applicant ID Number.
- b. Applicants will have the right to Appeal the decision and will be provided information concerning the Section 207.2: Appeal Procedure.
- c. SHA's exercising of the Denial Procedure due to findings of Applicant ineligibility will not violate the rights of persons with Disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a Disability, SHA Staff will verify that there is in fact a Disability and the Disability caused the failure to respond, and may provide a [Reasonable Accommodation](#) per [Section 109.6](#).

F. Additional Provisions:



1. Any material misstatement of fact or deliberate fraud by a member of an Applicant Household in connection with any information submitted to SHA shall be cause for immediate expulsion from the application process and Program and/or forced Sale or vacation of the Housing Unit. In addition, any material misstatement of fact or deliberate fraud by the Applicant Household shall be referred to prosecution for perjury.
2. **Conflict of Interest** – The SJDA Homeownership Program is subject to Section 111.8 Conflict of Interest.
3. **Fraud Warning** – The SJDA Homeownership Program is subject to the provisions of Section 101.10.
4. **Disclaimer**- The provisions of Section 101.8 apply to the SJDA Homeownership Program.

Section 204: WAITLIST CREATION AND MANAGEMENT PROCEDURE

204.1 Definitions:

1. **Waitlist** - The order in which Applicants are ranked to be considered for the opportunity to purchase a housing unit.
 - a. Admission to the Waitlist does not constitute an official offer, nor does it create any right or expectation that the Applicant will be eligible to purchase a Housing Unit. Placement on the Waitlist is solely for the purpose of determining potential future consideration and does not guarantee that the Applicant will be offered the opportunity to purchase a Unit. All offers to purchase are subject to availability, eligibility requirements, and compliance with applicable laws, policies, and procedures. Inclusion on the Waitlist is not a commitment by the housing authority to provide or offer housing.
2. **Waitlist Drawing** – Applications will be randomly selected through the following procedure to determine the order of Applicant placement on the Waitlist.
3. **Applicant List** – An official list of the status of Applicants by their Applicant ID Number duly noticed in the Waitlist Application Drawing Public Notice.

204.2 Waitlist Drawing Procedure

- A. The Waitlist Drawing must be conducted at a duly noticed public meeting of the Silverton Housing Authority.
- B. The meeting must meet Board quorum in addition to the presence of the SHA Chair or designee, the SHA Secretary or designee, one SHA Staff member, and one unaffiliated third-party to be present to witness the entire process and verify the



assignment of entries to each Applicant and that each Applicant's entry(ies) is entered into the entry container.

- i. Unaffiliated third-party: an individual or entity that has no direct or indirect affiliation with the Silverton Housing Authority, Town of Silverton, San Juan Development Association, or San Juan County. This includes current or former employees, board members, or immediate family members of such individuals.
- C. The SHA Board shall make a motion to approve, or to approve with conditions, the Applicant List prior to the assignment of entries.
- D. Upon Board approval of the Applicant List, the SHA Secretary or designee shall assign one or more entry numbers to each Applicant, as specified in the adopted Applicant List. Each assigned entry number will be added to the entry container as it is assigned.
- E. The entry container shall be solid and non-transparent, and entries shall be sufficiently mixed
- F. After the SHA Chair or designee, SHA Secretary or designee, and the unaffiliated third party verify that all entries have been placed in the entry container, the unaffiliated third party shall thoroughly mix the entries and then draw them one at a time. The order in which entries are drawn will determine the Waitlist order. If an Applicant has multiple entries, only the first entry drawn will determine their placement on the Waitlist. Any additional entries for that Applicant will be recorded but will not affect the Waitlist order. The drawing process shall continue until all entries have been drawn from the entry container.
- G. The official Waitlist shall be posted on the front door of the Silverton Town Hall immediately following the adjournment of the SHA Board meeting and shall remain posted for a minimum of twenty-four (24) hours. Within twenty-four hours of the Waitlist Drawing, SHA Staff shall notify Applicants of their Waitlist position via email in the order established by the Waitlist.

204.3 Waitlist Management

- A. The Waitlist shall be maintained in accordance with the following guidelines:
 - 1. The Waitlist shall be of public record of the Silverton Housing Authority;
 - 2. Applications shall be permanent files;
 - 3. All communication between SHA Staff and Applicants shall be documented in the Applicant file.



4. All Applications will be maintained in the order of the Waitlist.

B. Waitlist Implementation and Termination – When the Property appears to be within ninety (90) days of the desired closing date, SHA Staff will contact and direct the Applicant in the first position of the Waitlist to complete the Buyer Approval Process.

1. Buyer Approval Process:

- i. Completion of the Income Verification process of Section 104, if it has not been completed within the past thirty (30) days, to confirm or deny Income Qualification for the Property.
- ii. Obtaining a Prequalification letter from mortgage lender if applicable or showing proof of available funds to purchase the property.
- iii. If an Applicant passes the Income Verification Process or mortgage Prequalification / proof of funds, the Applicant will formally be offered the Property for purchase. If Applicant does not pass the Income Verification Process or mortgage prequalification / proof of funds, the Applicant will be removed from the Waitlist and the next Applicant on the Waitlist will begin the Buyer Approval Process.
- iv. Reasonable Accommodation: Applicants may request a reasonable accommodation in accordance with the Americans with Disabilities Act if they require modifications to the Buyer Approval Process. Requests for accommodation must be submitted to the Silverton Housing Authority Staff upon initiation of the Buyer Approval Process, who will review and determine accommodation.

2. Waitlist Termination - Upon Sale of the Property, the Waitlist will be terminated and the remaining Applicants on the Waitlist will be notified of such termination. The Waitlist for the SJDA Homeownership Program is non-transferable to other SHA Housing Programs.

Section 205: OWNERSHIP, USE, AND OCCUPANCY

205.1 Continuing Qualification (“Ownership”) Standards – Owners of the Property must continuously adhere to the following qualification standards and the provisions of Section 106 for the entire duration of their ownership. Failure to meet these standards may result in enforcement actions, including but not limited to corrective measures, financial penalties, or other remedies as permitted by these Guidelines and Affordability Covenants.



1. Primary Residence Standard - The Unit must be used as the sole and exclusive place of residence for the Owner for at least eight (8) of every twelve (12) months on a rolling twelve (12). Under circumstances outlined in the Unit's Affordability Covenants and Section 106.1 and 106.2 Rental Procedure, the Primary Residence Standard may be fulfilled by a Qualified Tenant(s).

a. Leave of Absence – Owners who will not occupy their Housing Unit for any period in excess of four (4) months must apply for a Leave of Absence according to Section 106.1 A.1

b. Rental Procedure – In cases where rental of a Housing Unit is permitted or required, Owners must comply with Section 106.2 Rental Procedure.

2. Prohibition of Short-Term Rentals – The Short-Term Rental, or the advertising of a Short-Term Rental, of all or any portion of the Property is prohibited.

205.2 Compliance Monitoring – To verify compliance with the Affordability Covenants and these Guidelines, SHA or its assigns may conduct Compliance Checks and Annual Recertifications.

1. Compliance Checks: SHA or its assigns may conduct Compliance Checks at any time to investigate complaints, reports, or indications of non-compliance with these Guidelines or Affordability Covenants.

a. Households must submit all necessary paperwork to verify that they remain in compliance with the Guidelines and Affordability Covenants within twenty-one (21) days of written notice of a Compliance Check or a penalty will be assessed according to Appendix D. It shall be the burden of the Household to provide all required information for compliance, and any missing or incomplete information or documentation or information that cannot be verified, shall be construed against the Household and may be grounds for the finding of non-compliance.

2. Annual Recertification: Owners are subject to an annual recertification under oath by the Owner to SHA or its assigns stating the Unit has maintained the standards in accordance with these Guidelines and the Affordability Covenants.

a. Households must submit all necessary paperwork to verify that they remain in compliance with the Guidelines and Affordability Covenants within twenty-one (21) days of written notice of an Annual Recertification or a penalty will be assessed according to Appendix D. It shall be the burden of the Household to provide all required information for compliance, and any missing or incomplete information or



documentation or information that cannot be verified shall be construed against the Household and may be grounds for the finding of non-compliance.

205.3 Default by Owner

Owner shall be responsible for compliance with all terms of these Guidelines and Covenants. Any non-compliance with the terms of the Covenants or Guidelines or breach of any provision(s) set forth in the Covenants / Guidelines, including non-compliance of use and occupancy of the Property shall be deemed to be a Default by Owner, whether such non-compliance is a result of direct actions of the Owner or such non-compliance occurs during ownership and shall be enforced by the terms of the Affordability Covenants.

Section 206: SALE AND RESALE PROCEDURE

206.1 The Sale and Resale of the 735 Martha Rose Property shall be governed by Section 107: Initial Sale and Resale of Units.

206.2 In the event the Property is sold and/or conveyed without compliance with the Affordability Covenants or herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

Section 207: EXCEPTION, APPEAL, AND GRIEVANCE PROCEDURE

207.1 Exceptions - Exceptions will not be accepted nor granted for the Qualification Criteria for the SJDA Homeownership Program as to not conflict with the Colorado Department of Local Affairs' and San Juan County's restrictions on the Property.

207.2 Appeal Procedure

A. Definition: An appeal is appropriate when an [Applicant](#) understands and acknowledges the requirements of these [Guidelines](#) and believes that provisions of the [Guidelines](#) have been applied incorrectly by [SHA Staff](#) or the SHA Board.

B. Submission Process - [Appeals](#) must be submitted in writing to [SHA](#) on forms available from SHA within ten (10) calendar days of the decision or determination being appealed and must include:

1. The name, mailing and email address, and telephone number of the appellant(s) and of appellant's representative, if applicable;
2. A narrative:



- i. identifying the specific determination being appealed;
- ii. establishing the particular ground(s) upon which the appeal is based; and
- iii. describing the action or remedy requested; and

3. The Appeal fee (See [Appendix D](#)).

C. Hearing Process – Appeal applications will be reviewed by [SHA Staff](#) for completeness and complete submissions will be forwarded to the SHA Board.

1. Appeals shall be heard at the next regularly scheduled meeting following the submittal of a complete application unless noticing requirements cannot be met or additional time is required to prepare an appeal record. In such cases, the appeal shall be heard as soon thereafter possible.
2. Hearings shall be fair and provide for the basic safeguards of due process, including notice and an opportunity to be heard in a timely, and reasonable manner.
3. The opportunity to examine all relevant documents, records, and regulations must be accommodated. Any document not made available after written request may be relied upon at the hearing. Parties to an appeal have the right to be represented by counsel at their own expense.
4. Hearing shall be conducted by a “Hearing Officer” who shall be a designated member of the TOS Board of Adjustments or SHA Board as appropriate.
 - i. In the event a party fails to appear at the hearing, the hearing body may make a determination to continue the hearing, or a determination based upon the evidence submitted.
 - ii. The hearing shall be recorded and oral or documentary evidence may be received without strict compliance with the Colorado Rules of Evidence.
 - iii. The right to cross-examine shall be at the discretion of the Hearing Officer and may be regulated as the Hearing Officer deems necessary for a fair hearing.
5. **Binding Determination** - The SHA Board shall provide a final determination with findings to support the determination. Unless timely appealed, the determination shall be binding, and the SHA shall take all actions necessary to



carry out or enforce the decision. No further appeals or reconsiderations shall be permitted beyond the established appeal process.

207.3 Grievance Procedure

- A. **Definition:** A Grievance is any dispute that any person may have with the [SHA](#) regarding an action or failure to act in accordance with the individual's rights, duties, welfare, or status.
- B. **Submission Process:** Grievances must be submitted in writing to [SHA](#) within ten (10) days of the event or action giving rise to the grievance and must include:
 - 1. The name, mailing and email address, and telephone number of the complainant(s) and of complainant's representative, if applicable;
 - 2. The particular ground(s) upon which the grievance is based;
 - 3. The action or remedy requested; and
 - 3. The Grievance fee (See [Appendix D](#)).
- C. **Hearing Process** – The hearing process shall be as presented in Section 207.2.C.



EXHIBIT A

Property Legal Description

Lot 27 of the Anvil Mountain Subdivision, according to the recorded plat thereof filed for record on September 30, 2011, at Reception number 148169 and Amended Easement and Setbacks filed for record on July 25, 2019, at Reception number 152386 at the Clerk and Recorder's Office, San Juan County Colorado.

EXHIBIT B

SJDA HOMEOWNERSHIP PROGRAM

To be adopted into the Silverton Affordable Housing Guidelines

Section 200: PROGRAM DESCRIPTION

The SJDA Homeownership Program governs the property at 735 Martha Rose Street (the “Property,” “Unit,” “Housing Unit,” “Subject Unit”), more particularly described in Exhibit A hereto. San Juan Development Association partnered with San Juan County and 9318 Contracting for the construction of this property funded by the Colorado Department of Local Affairs Division of Housing through the Housing Development Grant awarded to San Juan Development Association. San Juan County, the Silverton Housing Authority, and 9318 Contracting are parties to the Affordability Covenants filed on xx/xx/2025 at Reception Number XXXXXXXX, herein referred to as “Covenants” or “Restrictions.”

200.1 Unit Mix

SJDA Homeownership Program	Subject Unit: 735 Martha Rose
AMI Level	≤ 80% AMI
Bedroom Count	2

Section 201: PURPOSE AND APPLICABILITY

- 201.1** The SJDA Homeownership Program, herein referred to as “these Provisions” governs the Affordable Housing Unit herein referred to as the “Subject Unit,” “Housing Unit,” “735 Martha Rose” or “Property” to permanently protect affordable homeownership opportunities. These provisions govern the purchase, sale, transfer, assignment, or conveyance of Housing Units subject to this SJDA Homeownership Program.
- 201.2** Application of the provisions herein is established by a resolution of the Silverton Housing Authority.
- 201.3** **Conflict:** In cases where there is conflict between these Provisions and the Town of Silverton Municipal Code, the Municipal Code shall govern. In cases where there is a conflict between these Provisions or the Land Use Code and the Affordability Covenants the provisions of the Affordability Covenants shall govern. In cases where there in conflict between the SJDA Homeownership Program Provisions and the Silverton Affordable Housing Guidelines, these SJDA Homeownership Program Provisions shall govern.



Section 202: PROGRAM POLICY GOALS

- 202.1** The SJDA Homeownership Program is designed to provide affordable housing opportunities for Households earning less than eighty percent (80%) Area Median Income and to preserve Silverton's affordable housing supply.

Section 203: INITIAL QUALIFICATION STANDARDS AND PROCESS

This Section governs the Initial Qualification Standards and Process for Applicants for the SJDA Homeownership Program.

203.1 Administration of Waitlist Application

- A. **Fair Housing** – The Silverton Housing Authority shall fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and, to the extent applicable, the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.
- B. **Limited English Proficiency** – The SJDA Homeownership Program and Application process will be administered in compliance with Colorado and Federal Guidelines. Free interpretation services and translations of vital documents will be provided as needed. Language preference will be identified during the application process, and reasonable steps, such as using bilingual staff or interpreters, will ensure effective communication. Applicants and tenants will be informed of their right to these services, and staff shall be trained on LEP requirements. No individual will be excluded or treated unfairly due to limited English proficiency, in line with Title VI of the Civil Rights Act and Executive Order 13166.
- C. **Lawful Presence** - The SJDA Homeownership Program is administered in accordance with C.R.S. § 24-76.5-103. Pursuant to 8 U.S.C. § 1621(d). Lawful presence is not required to determine eligibility for state or local public benefits, including the SJDA Homeownership Program.
- D. **Reasonable Accommodation** – Applicants may request a reasonable accommodation in accordance with the Americans with Disabilities Act if they require modifications to the Initial Qualification Application process or to the SJDA Homeownership Program in general according to Section 109.6. Requests for accommodation must be submitted to the Silverton Housing Authority Staff before the closure of an Application Period, who will review and determine accommodations.



203.2 Initial Qualification Standards – The following standards apply to determine eligibility to apply for the SJDA Homeownership Program and warrant one (1) entry to the Waitlist Drawing:

1. **Income Level Standard** – The Applicant’s Gross Income must be verified by SHA or its designee that it does not exceed the Eighty Percent (80%) Area Median Income Level posted in Appendix A at the time of Application and Purchase of the Housing Unit.

a. Applicants may request an Exclusion from Income pursuant to Section 103.2.C.4 of the Silverton Affordable Housing Guidelines.

203.3 Bonus Entry Qualification Standards – The following Qualification Standards earn additional entries into the Waitlist Drawing.

A. Definitions:

1. **Vital Workforce:** Any Household with a member Employed, or can provide a letter of intent to hire by San Juan County, Town of Silverton, Silverton School, Silverton Family Learning Center, Silverton Medical Rescue, OR any household with a member who has volunteered for Silverton Fire Department or Silverton Medical Rescue a minimum of forty (40) hours a month on an annual average in the immediate year prior to the Application Period. *To qualify for Bonus entries for Vital Workforce, Applicant’s employer must submit a completed Employment Verification Form to the SHA as specified in the application packet.*

2. **Local Workforce:** Any Household with a member currently Employed, or can provide a letter of intent to hire by a business located and licensed in San Juan County or meets the Qualified Volunteer definition. Additional entries are dependent on length of employment / volunteerism according to the Bonus Entry Matrix. *To qualify for Bonus Entries for Local Workforce, Applicant’s employer or volunteer organization must submit a completed Employment Verification Form to the SHA as specified in the application packet.*

3. **Resident of San Juan County:** Any Household with a member who has lived and resided in San Juan County for a minimum of one (1) year immediately prior to Application. Bonus entries are dependent on length of residency in San Juan County. *To qualify for the Bonus Entries for Resident of San Juan County, the Applicant must complete the residential history within the application packet and may be required to provide the following information: executed lease agreements and local utility bills, if applicable.*

B. Bonus Entry Stipulations:



1. Maximum of three (3) additional entries per Application.
2. Employment and Residence history for Priority qualifications may be applied only to the person in the Household that has worked, or when applicable, lived in San Juan County the longest. Residency length cannot be combined amongst Household members.

C. Bonus Entry Matrix – The following entries will be in addition to the one (1) entry for Initial Qualification Standards.

Bonus Qualification	Sum of Monthly Employment in the Immediate Last 5 Years	Additional Entries
Vital Workforce		+3 entries
Local Workforce	0-12 months (0-1 years)	+2 entries
	13+ months (1+ Years)	+3 entries
Resident of San Juan County	Sum of Monthly Residency	
	12+ months (1+ years) of Residency	+2 entries
	24+ months (2+ years) of Residency	+3 entries

203.4 Grounds for Denial – SHA is not required or obligated to qualify, assist, or accept Applicants into the Program if they meet the criteria of Section 103.8 Grounds for Denial.

203.5 Initial Qualification Process – SHA, or its assigns, administers Applications for the SJDA Homeownership Program Waitlist subject to the following provisions to create an orderly and fair process for offering the Housing Unit for Sale to Eligible Applicants.

A. Opening and Announcement of Application Period –

1. Notice of the date, time and location at which Applications will be accepted for the Waitlist shall be published as a Legal Notice in a newspaper of general circulation in the Silverton Standard at least twenty (20) days prior to the



closure of an Application Period, through the Silverton housing authority communication channels and on the Silverton Housing Authority website.

2. Applications and information shall be available online on the Silverton Housing Authority website concurrent with the publication of the Legal Notice.

B. Application Requirements -

1. Households interested in purchasing a Housing Unit must submit a complete Application to SHA within the Application Period. No late or incomplete applications will be accepted.
2. Each member of an Applicant Household over the age of eighteen (18) must sign and be submitted as a Household:
 - a. A release allowing SHA to obtain additional information for Qualification purposes; and
 - b. A sworn statement including without limitation the following certifications:
 - a. the facts contained in the application are true and correct to the best of the Applicant's knowledge; and
 - b. the Applicant has been given the standard application information packet by SHA Staff; and
 - c. the Applicant, on the basis of the application presented, believes the Applicant Household qualifies to own the Housing unit in question according to the Affordability Covenants, these Guidelines, and all other applicable procedures, rules and regulations; and
 - d. the Applicant agrees to indemnify, defend, and hold harmless the Silverton Housing Authority and any and all legal bodies corporate and/or politic flowing therefrom including their officers, trustees, directors, agents, representatives, employees, and assigns against any and all claims including attorneys' fees and costs, which may be brought against any of them by anyone claiming to have been injured as a result of Applicant's participation in the Application Program or my removal therefrom; and
 - e. the Applicant agrees to provide all requested information to SHA upon request within the specified timeframe communicated by SHA.
3. **Application Fee** – Applications must be submitted with the Application Fee according to Appendix D.



- **Mortgage Pre-Approval Letter** – the Applicant must submit a Mortgage Pre-Approval Letter from a lender. The letter must confirm that the Applicant is preapproved for a loan amount that meets or exceeds the Sale Price specified in the Application Packet. **If Applicant is not using a mortgage to purchase the property**, Proof of Funds in the amount of the purchase price must be submitted in lieu of the mortgage pre-approval letter.
 - **Pursuant to Section 110.7, if Applicant is using a co-borrower or co-signor** that is not part of the Applicant Household, Applicant must submit an Exception Request according to Section 109.5.

C. Application Exception, Appeal and Grievance Procedure –

1. **Exceptions-** Applicants may submit an Exception Request according to Section 207.1.
 - a. Exceptions will not be accepted nor granted for the Income Level Qualification Standard for the SJDA Homeownership Program as to not conflict with the Colorado Department of Local Affairs' and San Juan County's restrictions on the Property.
2. **Appeals** – Applicants may submit an Appeal of a decision made by SHA Staff or Board according to Section 207.2.
3. **Grievances** – Applicants may submit a Grievance according to Section 207.3.

D. Application Review – Applications will be reviewed for completeness and Applicant Qualification will be verified based on the following standards:

1. **Completeness:**
 - a. Applications must be fully complete and include all required documentation and fees.
 - b. **Accuracy and Consistency:** Information provided in the Application must be accurate and consistent across all submitted documents.
 - c. Missing or conflicting information or documents will be noted, and Applicants may be granted a specified timeline to remedy the missing or conflicting materials per SHA Staff discretion.
2. **Timeliness of Submission:**



- a. Applications must be submitted by the specified deadline. Late applications will not be accepted.

3. Verification of Income Level:

- a. Income verification will be conducted according to Section 104: Household Income Verification.
- b. Income Verification of Applicant Household will be completed by SHA or its assign:
 - i. Upon submission of an Application for the Waitlist; and
 - ii. Within thirty (30) days prior to closing on the purchase of a housing unit if applicable to Applicant.

E. Notification of Application Status: Applicants will be notified of the status of the Application, either accepted or denied per the following procedures, a minimum of fourteen (14) calendar days prior to the SHA Regular Meeting in which the Application Drawing will occur.

1. Application Receival Procedure

- a. If SHA Staff receives applications in the form, manner, and time in which SHA is accepting applications to the SJDA Homeownership Program, SHA Staff will notify the Applicant of the received status of the Application and their assigned Applicant ID Number.

2. Acceptance Procedure –

- a. Applicants will be notified of acceptance to the Application drawing via an email to the email address provided in their Application and will include their assigned Applicant ID Number and the number of entries they are assigned for the Waitlist Drawing.
- b. Applicants will have the right to Appeal the number of Application Drawing entries they are awarded and will be provided information concerning the Section 207.2: Appeal Procedure.

3. Denial Procedure –

- a. Applicants will be notified of denial to the Application Drawing, also referred to as disqualification, via an email to the email address provided in their Application and will include the reason(s) for denial and their assigned Applicant ID Number.



- b. Applicants will have the right to Appeal the decision and will be provided information concerning the Section 207.2: Appeal Procedure.
- c. SHA's exercising of the Denial Procedure due to findings of Applicant ineligibility will not violate the rights of persons with Disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a Disability, SHA Staff will verify that there is in fact a Disability and the Disability caused the failure to respond, and may provide a Reasonable Accommodation per Section 109.6.

F. Additional Provisions:

- 1. Any material misstatement of fact or deliberate fraud by a member of an Applicant Household in connection with any information submitted to SHA shall be cause for immediate expulsion from the Application process and Program and/or forced Sale or vacation of the Housing Unit. In addition, any material misstatement of fact or deliberate fraud by the Applicant Household shall be referred to prosecution for perjury.
- 2. **Conflict of Interest** – The SJDA Homeownership Program is subject to Section 111.8 Conflict of Interest.
- 3. **Fraud Warning** – The SJDA Homeownership Program is subject to the provisions of Section 101.10.
- 4. **Disclaimer**- The provisions of Section 101.8 apply to the SJDA Homeownership Program.

Section 204: WAITLIST CREATION AND MANAGEMENT PROCEDURE

204.1 Definitions:

- 1. **Waitlist** - The order in which Applicants are ranked to be considered for the opportunity to purchase a housing unit.
 - a. Admission to the Waitlist does not constitute an official offer, nor does it create any right or expectation that the Applicant will be eligible to purchase a Housing Unit. Placement on the Waitlist is solely for the purpose of determining potential future consideration and does not guarantee that the Applicant will be offered the opportunity to purchase a Unit. All offers to purchase are subject to availability, eligibility requirements, and compliance with applicable laws, policies, and procedures. Inclusion on the Waitlist is not a commitment by the Housing Authority to provide or offer housing.



2. **Waitlist Drawing** – Applications will be randomly selected through the following procedure in Section 204.2 to determine the order of Applicant placement on the Waitlist.
3. **Applicant List** – An official list of the status of Applicants by their Applicant ID Number duly noticed in the Waitlist Application Drawing Public Notice.

204.2 Waitlist Drawing Procedure

- A. The Waitlist Drawing must be conducted at a duly noticed public meeting of the Silverton Housing Authority.
- B. The meeting must meet Board quorum in addition to the presence of the SHA Chair or designee, the SHA Secretary or designee, one SHA Staff member, and one unaffiliated third-party to be present to witness the entire process and verify the assignment of entries to each Applicant and that each Applicant's entry(ies) is entered into the entry container.
 - i. Unaffiliated third-party: an individual or entity that has no direct or indirect affiliation with the Silverton Housing Authority, Town of Silverton, San Juan Development Association, or San Juan County. This includes current or former employees, board members, or immediate family members of such individuals.
- C. The SHA Board shall make a motion to approve, or to approve with conditions, the Applicant List prior to the assignment of entries.
- D. Upon Board approval of the Applicant List, the SHA Secretary or designee shall assign one or more entry numbers to each Applicant, as specified in the adopted Applicant List. Each assigned entry number will be added to the entry container as it is assigned.
- E. The entry container shall be solid and non-transparent, and entries shall be sufficiently mixed
- F. After the SHA Chair or designee, SHA Secretary or designee, and the unaffiliated third party verify that all entries have been placed in the entry container, the unaffiliated third party shall thoroughly mix the entries and then draw them one at a time. The order in which entries are drawn will determine the Waitlist order. If an Applicant has multiple entries, only the first entry drawn will determine their placement on the Waitlist. Any additional entries for that Applicant will be recorded but will not affect the Waitlist order. The drawing process shall continue until all entries have been drawn from the entry container.



- G.** The official Waitlist shall be posted on the front door of the Silverton Town Hall immediately following the adjournment of the SHA Board meeting and shall remain posted for a minimum of twenty-four (24) hours. Within twenty-four hours of the Waitlist Drawing, SHA Staff shall notify Applicants of their Waitlist position via email in the order established by the Waitlist.

204.3 Waitlist Management

- A.** The Waitlist shall be maintained in accordance with the following guidelines:

1. The Waitlist shall be of public record of the Silverton Housing Authority;
2. Applications shall be permanent files;
3. All communication between SHA Staff and Applicants shall be documented in the Applicant file.
4. All Applications will be maintained in the order of the Waitlist.

- B. Waitlist Implementation and Termination** – When the Property appears to be within ninety (90) days of the desired closing date, SHA Staff will contact and direct the Applicant in the first position of the Waitlist to complete the Buyer Approval Process.

1. Buyer Approval Process:

- i. Completion of the Income Verification process of Section 104, if it has not been completed within the past thirty (30) days, to confirm or deny Income Qualification for the Property.
- ii. Obtaining a Prequalification letter from mortgage lender if applicable or showing proof of available funds to purchase the property.
- iii. If an Applicant passes the Income Verification Process or mortgage Prequalification / proof of funds, the Applicant will formally be offered the Property for purchase. If Applicant does not pass the Income Verification Process or mortgage prequalification / proof of funds, the Applicant will be removed from the Waitlist and the next Applicant on the Waitlist will begin the Buyer Approval Process.
- iv. Reasonable Accommodation: Applicants may request a reasonable accommodation in accordance with the Americans with Disabilities Act if they require modifications to the Buyer Approval Process. Requests for accommodation must be submitted to the Silverton Housing Authority Staff upon initiation of the Buyer Approval Process, who will review and determine accommodation.



2. **Waitlist Termination** - Upon Sale of the Property, the Waitlist will be terminated and the remaining Applicants on the Waitlist will be notified of such termination. The Waitlist for the SJDA Homeownership Program is non-transferable to other SHA Housing Programs.

Section 205: OWNERSHIP, USE, AND OCCUPANCY

205.1 Continuing Qualification (“Ownership”) Standards – Owners of the Property must continuously adhere to the following Qualification Standards and the provisions of Section 106 for the entire duration of their ownership. Failure to meet these standards may result in enforcement actions, including but not limited to corrective measures, financial penalties, or other remedies as permitted by these Guidelines and Affordability Covenants.

1. **Primary Residence Standard** - The Unit must be used as the sole and exclusive place of residence for the Owner for at least eight (8) of every twelve (12) months on a rolling twelve (12). Under circumstances outlined in the Unit’s Affordability Covenants and Section 106.1 and 106.2 Rental Procedure, the Primary Residence Standard may be fulfilled by a Qualified Tenant(s).

- a. **Leave of Absence** – Owners who will not occupy their Housing Unit for any period in excess of four (4) months must apply for a Leave of Absence according to Section 106.1 A.1

- b. **Rental Procedure** – In cases where rental of a Housing Unit is permitted or required, Owners must comply with Section 106.2 Rental Procedure.

2. **Prohibition of Short-Term Rentals** – The Short-Term Rental, or the advertising of a Short-Term Rental, of all or any portion of the Property is prohibited.

205.2 Compliance Monitoring – To verify compliance with the Affordability Covenants and these Guidelines, SHA or its assigns may conduct Compliance Checks and Annual Recertifications.

1. **Compliance Checks:** SHA or its assigns may conduct Compliance Checks at any time to investigate complaints, reports, or indications of non-compliance with these Guidelines or Affordability Covenants.

- a. Households must submit all necessary paperwork to verify that they remain in compliance with the Guidelines and Affordability Covenants within twenty-one (21) days of written notice of a Compliance Check or a penalty will be assessed according to Appendix D. It shall be the burden of the Household to provide all required information for compliance, and any missing or incomplete information or documentation or information



that cannot be verified, shall be construed against the Household and may be grounds for the finding of non-compliance.

2. **Annual Recertification:** Owners are subject to an annual recertification under oath by the Owner to SHA or its assigns stating the Unit has maintained the standards in accordance with these Guidelines and the Affordability Covenants.

- a. Households must submit all necessary paperwork to verify that they remain in compliance with the Guidelines and Affordability Covenants within twenty-one (21) days of written notice of an Annual Recertification or a penalty will be assessed according to Appendix D. It shall be the burden of the Household to provide all required information for compliance, and any missing or incomplete information or documentation or information that cannot be verified shall be construed against the Household and may be grounds for the finding of non-compliance.

205.3 Default by Owner

Owner shall be responsible for compliance with all terms of these Guidelines and Covenants. Any non-compliance with the terms of the Covenants or Guidelines or breach of any provision(s) set forth in the Covenants / Guidelines, including non-compliance of use and occupancy of the Property shall be deemed to be a Default by Owner, whether such non-compliance is a result of direct actions of the Owner or such non-compliance occurs during ownership and shall be enforced by the terms of the Affordability Covenants.

Section 206: SALE AND RESALE PROCEDURE

- 206.1 The Sale and Resale of the 735 Martha Rose Property shall be governed by Section 107: Initial Sale and Resale of Units.
- 206.2 In the event the Property is sold and/or conveyed without compliance with the Affordability Covenants or herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

Section 207: EXCEPTION, APPEAL, AND GRIEVANCE PROCEDURE

207.1 Exception Procedure

- A. Except as otherwise prohibited herein, a request for an Exception to provisions of these Guidelines may be appropriate when an Applicant understands and acknowledges the requirements of the Guidelines and believes that there exists a



legitimate and compelling reason why they should be exempt from or allowed a modification to the requirements.

- B.** Exceptions will not be accepted nor granted for the Income Level Standard, except for income exemption requests, for the SJDA Homeownership Program as to not conflict with the Colorado Department of Local Affairs' and San Juan County's restrictions on the Property.

C. Submission Process - Exception requests must be submitted in writing to SHA on forms available from SHA. Complete Exceptions applications include:

1. The name, mailing and email address, and telephone number of the Applicant(s) and of Applicant's representative, if applicable;
2. A narrative:
 - i. identifying the specific provision(s) or requirement(s) for which the Exception is being requested;
 - ii. detailing the particular ground(s) upon which the Exception is based;
 - iii. describing the action or remedy requested; and
 - iv. addressing the Standards for Review of Exception Applications as set forth in Section 109.2.C applicable to the requested action or remedy.
3. The Exception fee (See Appendix D).

D. Review Process – All requests for Exceptions will be Administratively reviewed and granted/denied. Applicant has the right to appeal the administrative decision according to Section 207.2 Appeal Procedure.

207.2 Appeal Procedure

A. An appeal is appropriate when an Applicant understands and acknowledges the requirements of these Guidelines and believes that provisions of the Guidelines have been applied incorrectly by SHA Staff or the SHA Board.

B. Submission Process - Appeals must be submitted in writing to SHA on forms available from SHA within ten (10) calendar days of the decision or determination being appealed and must include:

1. The name, mailing and email address, and telephone number of the appellant(s) and of appellant's representative, if applicable;
2. A narrative:



- i. identifying the specific determination being appealed;
- ii. establishing the particular ground(s) upon which the appeal is based;
and
- iii. describing the action or remedy requested; and

3. The Appeal fee (See Appendix D).

C. Hearing Process – Appeal applications will be reviewed by SHA Staff for completeness and complete submissions will be forwarded to the SHA Board.

1. Appeals shall be heard at the next regularly scheduled meeting following the submittal of a complete application unless noticing requirements cannot be met or additional time is required to prepare an appeal record. In such cases, the appeal shall be heard as soon thereafter possible.
2. Hearings shall be fair and provide for the basic safeguards of due process, including notice and an opportunity to be heard in a timely, and reasonable manner.
3. The opportunity to examine all relevant documents, records, and regulations must be accommodated. Any document not made available after written request may be relied upon at the hearing. Parties to an appeal have the right to be represented by counsel at their own expense.
4. Hearing shall be conducted by a “Hearing Officer” who shall be a designated member of the TOS Board of Adjustments or SHA Board as appropriate.
 - i. In the event a party fails to appear at the hearing, the hearing body may make a determination to continue the hearing, or a determination based upon the evidence submitted.
 - ii. The hearing shall be recorded and oral or documentary evidence may be received without strict compliance with the Colorado Rules of Evidence.
 - iii. The right to cross-examine shall be at the discretion of the Hearing Officer and may be regulated as the Hearing Officer deems necessary for a fair hearing.
5. **Binding Determination** - The SHA Board shall provide a final determination with findings to support the determination. Unless timely appealed, the determination shall be binding, and the SHA shall take all actions necessary to



carry out or enforce the decision. No further appeals or reconsiderations shall be permitted beyond the established appeal process.

207.3 Grievance Procedure

- A. **Definition:** A Grievance is any dispute that any person may have with the SHA regarding an action or failure to act in accordance with the individual's rights, duties, welfare, or status.
- B. **Submission Process:** Grievances must be submitted in writing to SHA within ten (10) days of the event or action giving rise to the grievance and must include:
 - 1. The name, mailing and email address, and telephone number of the complainant(s) and of complainant's representative, if applicable;
 - 2. The particular ground(s) upon which the grievance is based;
 - 3. The action or remedy requested; and
 - 3. The Grievance fee (See Appendix D).
- C. **Hearing Process** – The hearing process shall be as presented in Section 207.2.C.



EXHIBIT A

Property Legal Description

Lot 27 of the Anvil Mountain Subdivision, according to the recorded plat thereof filed for record on September 30, 2011, at Reception number 148169 and Amended Easement and Setbacks filed for record on July 25, 2019, at Reception number 152386 at the Clerk and Recorder's Office, San Juan County Colorado.

DRAFT

WHEN RECORDED, RETURN TO:

Silverton Housing Authority
P.O. Box 250
Silverton, CO 81433

**SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE AFFORDABILITY COVENANTS**

THESE Covenants (this “Covenant,” “Declaration,” or “Agreement”) are hereby created and effective on the date executed below, by and between **THE HOUSING AUTHORITY OF THE TOWN OF SILVERTON**, an authority organized under C.R.S. 29-4-201 et seq. (“**Silverton Housing Authority**” or “**Housing Authority**”), **SAN JUAN COUNTY**, a political subdivision of the State of Colorado (the “**County**”), and **9318 DEVELOPMENT VENTURES LLC** (“**9318 Contracting**”).

RECITALS

WHEREAS, 9318 Development Ventures LLC owns certain real property more particularly described in **Exhibit A** hereto in Anvil Mountain Subdivision, Silverton, Colorado, including all dwellings, appurtenances, improvements, and fixtures associated therewith (collectively referred to as the 'Property') for the purposes of these Covenants; and

WHEREAS, on or about May 24, 2017, San Juan County executed the Restrictive Covenants Anvil Mountain Subdivision Silverton, San Juan County, Colorado (the “2017 Restrictive Covenants”) which placed restrictions on the properties in the Anvil Mountain Subdivision; and

WHEREAS, the 2017 Restrictive Covenants shall remain in full force and effect, but in the event these Covenants conflict with any previously recorded restrictions of the 2017 Restrictive Covenants, these Covenants shall prevail; and

WHEREAS, on or about August 13, 2020, San Juan County executed the San Juan County Use Covenant and Regulatory Agreement Anvil Mountain Subdivision San Juan County, Colorado (the “2020 Deed Restriction”) which placed restrictions on the properties in Anvil Mountain Subdivision. The 2020 Deed Restriction was recorded in the San Juan County Clerk and Recording office as Reception No. 152950; and

WHEREAS, the Silverton Housing Authority and County intend for these Covenants to replace and supersede, in its entirety, the 2020 Deed Restriction; and



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

WHEREAS, these Covenants hereby impose certain use, occupancy and transfer restrictions upon the Property, which shall run with the land and be binding upon all subsequent owners and their heirs, successors, executors, administrators, devisees and assigns as addressed herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the Silverton Housing Authority and the County hereby create, declare, represent, restrict and covenant as follows:

COVENANTS

1. **Property Subject to Affordability Covenants.** The Property, as more particularly described in Exhibit A hereto, is hereby burdened with the covenants and restrictions specified in these Covenants. The ownership, use and sale of the Property shall be restricted as specified in these Covenants.
2. **Definitions.** The following definitions shall apply in terms used in these Covenants:
 - A. **“Annual Compliance Recertification”** means an annual recertification under oath by the Owner to the Housing Authority or its assigns stating the Property has maintained occupancy by a Qualified Household in accordance with these Covenants and the Silverton Affordable Housing Guidelines, and any other use covenant monitoring or certifications required by the Housing Authority or the County from time to time.
 - B. **“County”** shall include employees of San Juan County or subcontractors retained by the County who are tasked with enforcing Use Covenants and Deed Restrictions.
 - C. **“Household”** means all individual(s) who will occupy the Property regardless of legal status or relation to the owner or lessee.
 - D. **“Housing Authority”** shall include employees of the Silverton Housing Authority or subcontractors retained by the Housing Authority who are tasked with enforcing Use Covenants and Deed Restrictions.
 - E. **“Maximum Sale Price”** means the maximum amount an owner can sell the Property.
 - F. **“Original Purchase Price”** means the price paid for the Property by the current Owner.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

- G. “Owner”** means the owner of the fee simple title to the Property, as well as its owner’s agents, successors and assigns, buyers, heirs, devisees, transferees, grantees, owners or holder of title to the Property of record according to the Clerk and Recorder of San Juan County, during their period of ownership interest.
- H. “Primary Residence”** means the Property is occupied by one or more members of the Qualified Household for at least eight (8) months of the calendar year. Determination of San Juan County primary residency shall be based on the criteria the Housing Authority and the County deem reasonably necessary to make a determination, including but not limited to, voter registration, place of vehicle registrations, and/or state issued identification. Primary residence status may be maintained if unforeseen circumstances arise that requires the resident to temporarily leave the residence for a period of more than four (4) months if a Leave of Absence is granted to Owner by the Housing Authority which may be conditioned upon rental of the Property according to the Silverton Affordable Housing Guidelines Rental Procedure, as may be amended from time to time.
- I. “Qualified Household” and “Owner(s)”** means all persons holding title to the Property that (i) will use the Property as their Primary Residence and (ii) meet the Income Qualification criteria below at the time of purchase of the Property. Each of the criteria are further defined below:
- i. **Primary Residence.** The Property will be used as the sole and exclusive place of residence as defined herein.
 - ii. **Income Qualification.** The total annual income of all members of a Household over the age of eighteen (18) must, as determined by the Housing Authority or its designee to not exceed XX percent (XX%) of the Area Median Income in San Juan County as determined by the Silverton Housing Authority with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by the Silverton Housing Authority at the time of purchase of the Property.
- J. “Qualified Tenant”** shall mean a person(s) who has temporary use and occupancy of Property owned by a Qualified Owner who at the time of the execution of the lease have been determined by the Silverton Housing Authority, or its designee, to be earning no more than XX percent (XX%) of the Area Median Income. Tenants renting rooms in an Owner-occupied Property may be considered members of the Qualified Owner’s Household for Annual Compliance



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

Recertification for the purposes of meeting the Primary Residence Standard under the provisions of Section 2.J.

- K. **“Second Home”** shall mean the status of the Property when used by any person who has a primary residence that is other than the Property.
- L. **“Silverton Affordable Housing Guidelines”** or **“SAHG”** means the Silverton Affordable Housing Guidelines, as may be amended from time to time.
- M. **“Silverton Housing Authority”** shall include employees of the Silverton Housing Authority or subcontractors retained by the Housing Authority who are tasked with enforcing Use / Affordability Covenants or Deed Restriction agreements.
- N. **“Short Term Rental”** shall mean the rental or lease of the Property for a period of time that is fewer than thirty (30) days.

3. Ownership and Use of the Property.

- A. The ownership, use, and occupancy of the Property is restricted as follows: (i) The Property shall be owned and occupied by a Qualified Household, as defined in Section 2 of these Covenants; (ii) the Owner or uses the property as its Primary Residence, as defined within Section 2 of these Covenants.
- B. The Property shall not be rented without the express written consent of the Silverton Housing Authority or its assigns, allowing the Property to be rented to a Qualified Tenant as defined in Section 2 of these Covenants and in accordance with the most current version of the SAHG. Owners are subject to penalties for each day a Tenant occupies the Property without Housing Authority consent and for each day an executed lease is late in being submitted to the Housing Authority according to the SAHG policies and procedures. Under no circumstance shall the Property, or any portion thereof, be rented for an amount exceeding the Maximum Rental Rate, as defined in the most current version of the SAHG. The Maximum Rental Rate shall be determined in accordance with the SAHG, as may be amended from time to time and the definition of Qualified Tenant set forth in Section 2 of these Covenants. Compliance with this restriction is mandatory and enforceable regardless of any agreements, arrangements, or circumstances between the Owner and any tenant or occupant. Owner covenants that any lease of the Property shall include a reference that such lease is subject to the terms and conditions of these Covenants and SAHG, including but not limited to restrictions on the use and occupancy of the Property



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

and cooperation on providing required documentation for verification of Qualified Tenant and Primary Residence status, as defined in Section 2.

- C. The Property may not be sold or otherwise transferred to any person other than a Qualified Household in accordance with the procedures for prior verification contained in Section 4 below and pursuant to all provisions within these Covenants. The title to the Property may be held from time to time by the Housing Authority in the event of a foreclosure or as permitted by these Covenants or the SAHG.
- D. Owner is subject to Annual Compliance Recertification confirming and verifying the Owner's continued eligibility as an Qualified Household and their compliance with this Agreement. To confirm such eligibility, the Owner of the Property shall submit the following information to the Housing Authority: (i) a verification that the Owner continues to meet the requirements of a Qualified Household who uses the Property as its Primary Residence.
- E. Title of the Property shall be held in the name of the natural person(s) who are members of the Qualified Household.
 - 1. Notwithstanding the foregoing, a Qualified Household may seek a variance to allow title of the Property to be held in trust for the benefit of a natural person who also meets the definition and qualifications of a Qualified Household, as stated herein in Section 2.I. Such ownership in trust may only occur in the circumstances provided herein and at the sole written discretion of the Housing Authority, or its assign. To request a variance, the applicant shall submit a letter to the Housing Authority, or its assign, requesting a special review and a determination that title of the Property may be held in trust as set forth herein.
 - 2. To be Qualified for a variance, the following conditions must be met: (i) The beneficiary of the trust may not own other real property; and (ii) The beneficiary of the trust must be of the age of majority to qualify for this variance.
 - 3. Upon receipt of a request for a special review for a variance and any requested information and documentation, the Housing Authority, or its assign, may grant the request, in writing, with or without conditions.
- F. An Owner must not engage in any business activity on or in such Property, other than as permitted within the zoning district applicable to the Property.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

- G. The Short-Term Rental, or the advertising of a short-term rental, of all or any portion of the Property is prohibited.
 - H. An Owner of the Property may not permit any use or occupancy of the Property except in compliance with this Agreement.
 - I. Any subsequent Owner of the Property must execute an Acknowledgement of Deed Restriction Agreement for the Property, in the form, or similar form provided by the Housing Authority, set forth in Exhibit C, and attached hereto and incorporated herein by this reference. The failure to execute such document shall not extinguish the legal force and effect of these Covenants on all current and subsequent Owners.
 - J. All sales of the Property shall be subject to the Maximum Sales Price as calculated in Section 5 below.
4. **Resale Restrictions.** The Property may not be sold or otherwise transferred to any person other than a Qualified Household subject to the calculation of the Maximum Sales Price in accordance with Section 5 and the provisions of these Covenants.
- A. In the event that an Owner desires to sell the Property, the sale or transfer of the Property shall be executed by the Housing Authority or its assigns in accordance with the most current SAHG procedures.
 - B. Upon sale and conveyance of the Property by Owner to a buyer, the buyer shall be subject to the same occupancy, use, and Income Qualification requirements set forth in these Covenants and the most recent version of the SAHG.
 - C. In the event the Property is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference the covenant contained, even without reference therein to these Covenants.
5. **Maximum Sale Price:** In no event shall the Property be sold for an amount in excess of the Original Purchase Price plus the applicable percentage of appreciation per year, and as provided below.
- A. Appreciation shall be three percent (3%), simple annually.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

- i. In the event an Owner owns the Property for only a portion of any year, the percentage increase shall be prorated monthly, from purchase date until the Property is listed for sale.
- B. Permitted Capital Improvements shall not increase the Owner's Original Purchase Price and are subject to depreciation as set forth in the most current SAHG. For the purpose of determining the Maximum Sale Price, the following amounts may be added at the discretion of the Silverton Housing Authority in accordance with the SAHG:
 - i. The cost of Permitted Capital Improvements as set forth in the most current SAHG.
 - ii. The cost of any permanent improvements constructed or installed as a result of any requirement imposed by any government agency or assessment by a homeowner's association for such permanent improvements, provided that written certification is provided and approved by the Silverton Housing Authority.
- C. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the Maximum Sale Price so as to induce the Owner to sell to such prospective buyer.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE SILVERTON HOUSING AUTHORITY OR ITS ASIGNS THAT ON RESALE THE OWNER SHALL OBTAIN A PARTICULAR PRICE INCLUDING BUT NOT LIMITED TO THE MAXIMUM SALES PRICE AND ORIGINAL PURCHASE PRICE.

- 6. **Default by Owner.** Owner shall be responsible for compliance with all terms of these Covenants. Any non-compliance with the terms of these Covenants or breach of any covenant(s) set forth in these Covenants, including non-compliance of use and occupancy of the Subject Property shall be deemed to be a Default by Owner, whether such non-compliance is a result of direct actions of the Owner or such non-compliance occurs during ownership.
- 7. **Inspection.** If the Housing Authority has reasonable cause to believe that the occupancy or use of the Property does not comply with any provision(s) of these Covenants, the Housing Authority may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner and occupants a Notice to Inspect with at least



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

twenty four (24) hours written notice. Notice of Inspection may be given by posting notice on the door to the residence on the Property. The Notice of Inspection shall generally describe the suspected non-compliance with these Covenants and shall reference the Silverton Housing Authority's right to inspect set forth in these Covenants. The Housing Authority shall have permission to enter the Property during such times upon providing a Notice of Inspection without further consent.

8. **Notice and Cure.** In the event of a Default by Owner of these Covenants, the following procedures shall apply.

- A. **Notice of Default.** The Housing Authority shall issue a Notice of Default to the Owner detailing the nature of the default. Notice will be issued formally in accordance with the General Provisions of these Covenants, and may include a notice posted on the front door of the Property and shared electronically. The Notice of Default shall (i) state the terms of these Covenants and SAHG for which the Owner has defaulted; (ii) state the period for the Cure; (iii) reference the potential remedies in these Covenants; and (iv) state the procedures for administrative appeal of the Notice of Default.
- B. **Period for Cure.** The Period for Cure shall generally be thirty (30) days, provided that a default by Owner for lease or use of the Property as a Short-Term Rental, non-primary residence or Second Home shall be cured by the Owner immediately. The Housing Authority may provide a longer period for Cure upon written agreement with the Owner, when the nature of the default will take longer than thirty (30) days to cure and the Owner is actively cooperating with the Housing Authority and making all reasonable efforts to effect the cure.
- C. **Administrative Appeal.** Owner has the right to request an administrative appeal of a Notice of Default. A request for an administrative appeal must be filed within ten (10) days of receiving a written Notice of Default. The Housing Authority shall conduct an administrative appeal hearing in accordance with procedures and requirements set forth in the SAHG.
- D. **Default.** If an administrative appeal request is not timely and properly submitted in writing and the default is not cured within the stated Period for Cure in the Notice of Default, the Owner shall be deemed to be in Default of these Covenants.
- E. **Court Review.** An administrative appeal decision shall be the final decision for the purpose of determining if a default has occurred. The date of the final decision shall be the date that a written decision of the administrative appeal is executed and



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

provided to the Owner (as appellant). A final decision from an administrative appeal hearing may be judicially appealed, in the District Court of San Juan County pursuant to C.R.C.P. 106.

9. **Remedies.** The Housing Authority and County ("Housing Authority(ies)") have the right to the following remedies.

- A. Law and Equity.** These Covenants are enforceable by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law and/or equity. In the event of violation, non-performance, default or breach of any term of these Covenants by the Owner, the Housing Authority(ies) shall have the right to enforce Owner's obligations herein by an action for any equitable remedy, including injunction or specific performance, as well as pursue an action to recover damages.
- B. Interest on Amounts Due.** Any amount due and owing to the Housing Authority(ies) shall bear interest rate of one and a half percent (1.5%) per month (eighteen percent [18%] per annum, compounded annually) until paid in full.
- C. Recovery of Costs to Enforce.** The Housing Authority(ies) shall be entitled to recover any costs related to enforcement of these Covenants, including but not limited to attorney's fees, court filing costs and county recording costs.
- D. Lien.** The Housing Authority(ies) may attach a lien for any amount due to the Housing Authority(ies) upon the Property and enforce the lien in the manner and according to the procedures set forth in Colorado Revised Statutes, §31-20-105, as amended from time to time, and the Owner expressly waives any objection to the attachment of a lien for amounts due to the Housing Authority(ies).
- E. Joint and Several Liability.** In the event of a transfer or conveyance of the Property that violates the terms of these Covenants and constitutes a violation of these Covenants, both the grantor and grantee shall be jointly and severally liable for any damages and costs due under these Covenants.
- F. Recovery of Wrongful Gains.** In the event of any lease of the Property to a person who is not an Qualified Household, as defined in these Covenants, or use of the Property as a Short Term Rental, non-primary residence or Second Home, any amounts collected or receipt of other things of value by the Owner or assigns under



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

such leases shall be paid to the Housing Authority(ies) as a material requirement of curing the notice of default.

10. Liquidated Damages. In the event of a violation of these Covenants by the Owner, the determination of actual monetary damages would be difficult to ascertain. Therefore, the liquidated damages shall be calculated and applied in the amount of Three Hundred Dollars (\$300.00) per day for each day that the Owner is in violation of these Covenants after having failed to timely cure the violation of these Covenants. Liquidated damages shall be in addition to the Housing Authority's ability to recover costs as stated in Section 9 of these Covenants. Liquidated damages shall be in addition to the Housing Authority's right to seek equitable remedies of injunction and/or specific performance. In the event of any lease or use of the Property as a Second Home, non-primary-residence or Short Term Rental, any amounts collected or receipt of other things of value by the Owner or assigns under such leases shall be paid to the Housing Authority as liquated damages as demanded by the Housing Authority (in lieu of the \$300 daily liquidated damages), including such amounts collected or received by Owner prior to receipt of a Notice of Default and prior expiration of a thirty (30) day period to cure, and such amounts shall be in addition to the right of the Housing Authority to recover costs and seek equitable remedies.

11. Foreclosure.

- A. In the event of a foreclosure or acceptance of a deed in lieu of foreclosure by the holder (including assigns of the holder) of the promissory note secured by a first deed of trust on the Property, and subject to the issuance of a public trustee's deed to the holder following expiration of all statutory redemption rights, or issuance of a deed in lieu of foreclosure to the older, the Housing Authority or its assigns shall have the option to purchase the Property as provided in the Option to Purchase, in a form similar to **EXHIBIT B: Option to Purchase**, attached hereto and incorporated herein.
- B. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on the Property, only a Qualified Household may acquire an interest in the Property at a foreclosure sale or in lieu of foreclosure.
- C. Notwithstanding the foregoing, in the event of foreclosure or acceptance of a deed in lieu of foreclosure by the holder (including assigns of the holder) of the promissory note secured by a first deed of trust on the Property, if the holder of such deed of trust is the grantee under the public trustee's deed or deed in lieu of foreclosure and the Housing Authority does not exercise its Option to Purchase as



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

provided in Section 11.A, then the Housing Authority agrees to release the Property from the requirements of these Covenants.

- D. Nothing contained herein shall require the Housing Authority to release and waive its ability to enforce these Covenants in the event of a foreclosure of a lien secured in second or subsequent position.
- E. If the Housing Authority or its assigns exercises the Option to Purchase described in this Section 11, and acquires title to the Property, the Housing Authority or its assigns may sell the Property to a Qualified Household or rent the Property to Qualified Tenants who meet the income, occupancy, and all other qualifications, established by the SAHG, until such time that the Property can be sold to an Qualified Household, or may elect to release and terminate these Covenants, at the Housing Authority's sole discretion.
- F. All obligations recorded of record against the Property and subsequent to these Covenants shall be subordinated to terms hereof.

12. Covenants Run with the Land. These Covenants and the terms, covenants, conditions and other provisions hereof shall constitute covenants running with title to the Property for the benefit of, and enforceable by the Housing Authority and its successors and assigns and these Covenants shall bind the Property and all subsequent owners, occupants, successors and assigns. Each and every lease and each and every contract, deed or other instrument hereafter executed conveying the Property or any portion thereof shall expressly provide that such lease or conveyance is subject to these Covenants; provided, however, that the covenants, conditions and restrictions contained herein shall survive and be effective as to lessees and successors and/or assigns of all or any portion of the Property, regardless of whether such lease, contract, deed or other instrument hereafter executed leasing or conveying the Property or any portion thereof provides that such lease or conveyance is subject to these Covenants. Each subsequent owner(s), occupant(s) and Qualified Household(s), upon acceptance of a deed or lease of the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during an Owner's period of ownership or Qualified Household's occupancy.

13. Obligation to Maintain Homeowner's Insurance. Owners shall maintain at all times full replacement cost coverage for the Property through an insurance provider licensed with and compliant with the Colorado Department of Regulatory Agencies which will repair or replace the Property in the event of damage or destruction. Failure to maintain adequate homeowner's insurance shall be considered a violation of SAHG and a material breach of these Covenants.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

14. **Priority.** These Covenants supersedes and fully replaces the 2020 Deed Restriction placed upon the Property by the County. In the event any of the provisions of these Covenants are in conflict with previously recorded Declarations, Covenants, Conditions, Restrictions, or Agreements, these Covenants shall prevail.

15. **General Provisions.**

- A. **Venue.** The exclusive venue for any dispute arising from or relating to these Covenants shall be the San Juan County District Court of San Juan County, Colorado.
- B. **Severability.** If any term, provision, covenant or condition of these Covenants is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Covenants shall continue and remain in full force and effect.
- C. **Counting Days.** If the final day of any notice, default or other event falls on a Saturday, Sunday, legal holiday recognized by the State of Colorado or day upon which the Silverton Town Hall is closed for any reason, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, legal holiday or day that the Silverton Town Hall is closed.
- D. **Modifications.** Any modifications of these Covenants shall be effective only when made by writings signed by the Owner and the Silverton Housing Authority and recorded with the Clerk and Recorder of San Juan County, Colorado.
- E. **Waiver.** No waiver of one or more of the terms or provisions of these Covenants shall be effective unless provided in writing. No waiver of any term or provision of these Covenants in any instance shall constitute a waiver of such provision in any other instance.
- F. **Amendment.** These Covenants may only be amended in writing by the Housing Authority and recorded with the Clerk and Recorder's Office of San Juan County, Colorado.
- G. **Assignment.** The Housing Authority may in its sole discretion assign the benefits and delegate the responsibilities of these Covenants to any other public entity, non-profit corporation or other entity which is organized and exists for the purpose to provide and promote affordable housing for full time residents.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

- H. No Third-Party Beneficiaries.** Nothing contained in these Covenants is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party.
- I. No Joint Venture.** Notwithstanding any provision hereof, the Housing Authority and County shall never be in a joint venture with Owner, and the Housing Authority shall never be liable or responsible for any debt or obligation of Owner.
- J. Government Immunity.** The Housing Authority and County and their officers, attorneys, and employees, are relying on, and do not waive or intend to waive any provision of these Covenants, the monetary limitations or any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. SS 24-10-101, et seq., as amended, or otherwise available to the Housing Authority and County or their officers, attorneys, or employees.
- K. Choice of Law.** These Covenants shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from these Covenants shall be in San Juan County, Colorado.
- L. Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties. These Covenants shall be a burden upon and run with the Property for the benefit of the Housing Authority and County or their assigns, who may enforce the Covenants and compel compliance therewith through the initiation of judicial proceedings for, but not limited to, specific performance, injunctive relief, reversion, eviction and damages.
- M. Recording.** The Housing Authority shall record these Covenants in the real property records of San Juan County, Colorado at the Owner's expense.
- N. Personal Liability.** By taking title to the Property, all subsequent Owners shall be personally liable for compliance with the applicable terms and conditions of these Covenants.
- O. Further Actions.** Any Owner of the Property and the Housing Authority shall execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of these Covenants or any agreement or document relating hereto or entered into in connection herewith.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

- P. Section Headings.** Paragraph or section headings within these Covenants are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- Q. Gender and Number.** Whenever the context so requires in these Covenants, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- R. Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties hereto and all of those parties obtaining a subsequent interest in the Property. In the event that the Silverton Housing Authority ceases to exist for any reason or fails to perform the duties set forth in these Covenants, San Juan County, a political subdivision of the State of Colorado shall become the successor-in-interest to Silverton Housing Authority under this Declaration.
- S. Notice.** Any notice, consent or approval, which is required to be given hereunder, shall be given by either depositing in the U.S. Mail with first class postage pre-paid; mailing by certified mail with return receipt requested; sending by overnight delivery with a nationally recognized courier service that delivers to the physical address of the Property; or, by hand- delivering to the intended recipient.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day and the year first written below:

9318 DEVELOPMENT VENTURES LLC

By _____

Name: _____

Its _____

STATE OF COLORADO)

) ss.

COUNTY OF SAN JUAN)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____

_____.

Witness my hand and official seal. My commission expires _____.

SAN JUAN COUNTY, COLORADO

By: _____

Austin Lashley, Chair of the Board of County Commissioners

Attest: _____

William Tookey, County Administrator

HOUSING AUTHORITY OF THE TOWN OF SILVERTON

By: _____

Dayna Kranker, Chair of the Board of the Housing Authority of the Town of Silverton

Attest: _____

Anne Chase, Director of the Housing Authority of the Town of Silverton



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

EXHIBIT A

LEGAL DESCRIPTION

Lot 27 of the Anvil Mountain Subdivision, according to the recorded plat thereof filed for record on September 30, 2011, at Reception number 148169 and Amended Easement and Setbacks filed for record on July 25, 2019, at Reception number 152386 at the Clerk and Recorder's Office, San Juan County Colorado.



EXHIBIT B

OPTION TO PURCHASE

In the event of a foreclosure or acceptance of a deed in lieu of foreclosure by the holder (including assigns of the holder) of the promissory note secured by a first deed of trust (“Holder”) on the real property known as Lot 27 of the Anvil Mountain Subdivision, according to the recorded plat thereof filed for record on September 30, 2011 at Reception number 148169 and Amended Easement and Setbacks filed for record on July 25, 2019 at Reception number 152386 at the Clerk and Recorder's Office, San Juan County Colorado, (the “Property”), and subject to the issuance of a public trustee’s deed to the Holder following expiration of all statutory redemption rights, or issuance of a deed in lieu of foreclosure to the Holder, the Housing Authority of the Town of Silverton (“Silverton Housing Authority,” “Housing Authority”) or its assigns shall have the option to purchase the Property, which shall be exercised in the following manner:

1. **Notice of Foreclosure Proceedings:** The Holder shall give such notice to the Silverton Housing Authority of intent to foreclose at least sixty days prior to commencing foreclosure proceedings.

Said notice shall be sent by certified mail, return receipt requested and addressed as follows:

Silverton Housing Authority
C/O Town of Silverton
PO Box 250
Silverton, CO 81433

Town of Silverton
C/O Town Administrator
PO Box 250
Silverton, CO 81433

2. **Option to Purchase:** The Silverton Housing Authority or its assigns shall have sixty (60) days after issuance of the public trustee’s deed or deed in lieu of foreclosure in which to exercise this Option to Purchase. In the event of a deed in lieu of foreclosure, the Silverton Housing Authority may exercise the Option to Purchase by tendering to the Holder or its assigns, in cash or certified funds, the amount equal to the amount due on the note and any additional reasonable costs incurred by the Holder during the option period. In the event of foreclosure and issuance of a public trustee’s deed, the Silverton Housing Authority may exercise the Option to purchase by tendering to the Holder or its assigns, in cash or certified funds, the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the Holder during the option period which are directly related to the foreclosure.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

3. **Title.** Upon receipt on the option price, the Holder shall deliver to the Silverton Housing Authority or its assignee a special warranty deed, conveying the Property to the Silverton Housing Authority or its assignee. The holder shall convey only such title as it is received through the public trustee's deed or deed in lieu of foreclosure and shall not create or participate in the creation of any additional liens or encumbrances against the Property following issuance of the public trustee's deed to the Holder. The Holder shall not be liable for any of the costs of conveyance to the Silverton Housing Authority or its assignee.
4. **Release:** Upon issuance of a public trustee's deed or deed in lieu of foreclosure to the Holder, the Silverton Housing Authority or its assigns shall have sixty (60) days in which to exercise the Option to Purchase as set forth herein by notifying the Holder in writing of its intent to exercise the option.

In the event that the Silverton Housing Authority or its assigns does not notify the Holder in writing of its intent to exercise the Option to Purchase as set forth herein, the Silverton Housing Authority's Option to Purchase and the Silverton Housing Authority SJDA 735 Martha Rose Affordability Covenants recorded at Reception Number _____ in the records of the Clerk and Recorder of San Juan County, Colorado shall be automatically released only with respect to the Property which is the subject of foreclosure as of the thirty-first day after the issuance of such public trustee's deed or deed in lieu of foreclosure. The Holder shall not be required to take any affirmative action to obtain such release.

It is the intent of the Silverton Housing Authority that the Option to Purchase and the referenced Affordability Covenants be terminated automatically upon the failure of the Silverton Housing Authority or its assigns to provide written notice of its intent to exercise its Option to Purchase to the Holder, whether such failure is intentional or unintentional, and that such termination will be effected without the necessity of any affirmative action on the part of the Holder and without the necessity of filing a release of such Deed Restriction Agreement or option of public record.

It is agreed that this Section 4 shall not result in a release of the Affordability Covenants from any other property which is not the subject of foreclosure, and nothing contained herein shall require the Housing Authority to release and waive its ability to enforce the Affordability Covenants in the event of a foreclosure of a lien secured in second or subsequent position.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

5. **Successors and Assigns:** The provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of any Owner of the Property and the Silverton Housing Authority.
6. **Modification:** The parties hereto agree that any modifications to this Option to Purchase shall be effective only when made by writings signed by all parties and recorded with the Clerk and Recorder's Office of San Juan County, Colorado.

DRAFT



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

IN WITNESS WHEREOF, the parties hereto have executed this Option to Purchase on the ____ day of _____, 20__.

OWNER:

By: _____

Name: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF SAN JUAN)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____, as the owner of the real property described above.

Witness my hand and official seal. My commission expires _____.

Notary Public

SILVERTON HOUSING AUTHORITY:

By: _____
Anne Chase, Director

Attest: _____
Melina Marks, Secretary



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

EXHIBIT C

**ACKNOWLEDGEMENT OF THE SILVERTON HOUSING AUTHORITY SJDA 735
MARTHA ROSE AFFORDABILITY COVENANTS**

WHEREAS, [Buyer Name]_____ (the “Buyer”) is purchasing from [Seller Name]_____ (the “Seller”) at a price of [purchase price amount]_____, the real property and improvements located in [Address & Neighborhood] _____ more particularly described as:

Lot 27 of the Anvil Mountain Subdivision according to the plat recorded under Reception No. 148169 and Amended Easement and Setbacks recorded under Reception No. 152386, in the real property records of San Juan County, Colorado (the “Subject Property”); and

WHEREAS, the Seller of the Subject Property is requiring, as a prerequisite to the sales transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled “SILVERTON HOUSING AUTHORITY SJDA 735 MARTHA ROSE AFFORDABILITY COVENANTS” recorded on _____, 20__, under Reception No. _____, in the real property records of San Juan County, Colorado (the “Covenants,” “Use Covenants”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Affordability Covenants, has had the opportunity to consult with legal and financial counsel concerning the Affordability Covenants, and fully understands the terms, conditions, provisions, and restrictions contained in the Affordability Covenants, and agrees to abide by the Affordability Covenants.
2. Buyer acknowledges that the Affordability Covenants impose a future sale to an Qualified Household at no greater than the Maximum Sales Price exclusively on the sale or conveyance of the Subject Property.
3. I/we acknowledge that no sales/purchases are exempt from the requirement that the Property be occupied by an Qualified Household in accordance with the Affordability Covenants. All future buyers shall complete an application for approval of Qualified Household status with the Silverton Housing Authority or its designee. Current and future buyers agree that (i) the Owner or lessee qualifies as an Qualified Household; (ii) the Owner uses the Property as its Primary Residence; and (iii) the Owner is in compliance with the terms and conditions of these Covenants.



SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE
AFFORDABILITY COVENANTS

4. Notice to Buyer, pursuant to Section 12 of the Affordability Covenants, should be sent to:

5. I/we direct that this acknowledgement be placed of record in the real estate records of San Juan County, Colorado and a copy provided to Silverton Housing Authority.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20____.

BUYER(S):

Printed Name

Printed Name

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

_____.

Witness my hand and official seal.

Notary Public

February 10, 2025
TRUSTEE WORK SESSION
MEETING PACKET



AGENDA MEMO

SUBJECT: Seasonal Recreational Vehicle Occupancy for Workforce
STAFF CONTACT: Lucy Mulvihill
MEETING DATE: 2.10.2025

Overview:

At the regular Board of Trustees meeting on October 28, 2024, the Board directed staff to prepare a draft ordinance for discussion regarding the seasonal occupancy of Recreational Vehicles (RVs) for the qualifying workforce.

Using recommendations from the Personnel and Ordinance (P&O) Committee, Board discussions, and examples from similar programs in surrounding communities, staff has drafted ordinance language as a starting point for further discussion.

The goal of the work session is to address all Board comments and questions and receive direction on any necessary edits to the ordinance. To ensure the ordinance is effective by May 1, the typical start of the seasonal RV occupancy period, the following timeline should be maintained:

February 10, 2025 – Work session to review draft ordinance and receive Board direction on revisions.

March 10, 2025 – First reading of the ordinance.

March 24, 2025 – Second reading of the ordinance.

April 23, 2025 – Ordinance enacted following the 30-day waiting period.

May 1, 2025 – Start of the seasonal RV occupancy period.

Budget

Seasonal RV occupants would be required to pay a permit fee and Equivalent Residential Unit (EQR) charges to offset utility impacts.

Master Plan

This program would support the goal of increasing the availability of affordable workforce housing within the community.

Staff Recommendation

Staff recommends that the Board provide direction on any necessary edits and authorize staff to prepare the ordinance for first reading on March 10, 2025.

Attachments:

Annotated Draft Ordinance Language
6/11/2024 P&O Committee Meeting Memo
7/11/2024 P&O Committee Meeting Memo
8/15/2024 P&O Committee Meeting Memo
10/28/2024 Board of Trustees Meeting Memo

Motion or Direction:

Provide direction to staff regarding necessary edits.
Direct staff to prepare the ordinance for first reading on March 10, 2025.

SEASONAL RECREATIONAL VEHICLE OCCUPANCY: SEASONAL WORKFORCE HOUSING

FOR CONSIDERATION VIA ORDINANCE

15-3-1: USE TABLE *TEMPORARY USE

	R-1	R-2	MU-1	C-1	C-2	P
Seasonal Recreational Vehicle Occupancy	P	P	P	P	P	

15-3-70(j) SEASONAL RECREATIONAL VEHICLE OCCUPANCY

2) Seasonal Workforce Housing

a) Applicability

The occupancy of recreational vehicles within the town for qualified employees, as described in Subsection b. below, is allowed from May 1 to October 31 without any limitation to the number of days.

b) Application Requirements

All property owners shall submit a Temporary Use Permit Application in accordance with Section 15-8-30(n). The application shall include the following:

i) Written verification from the employer confirming that the qualified employee is employed on a schedule of at least 30 hours per week or four days per week. In cases where the individual is self-employed, a valid business license or equivalent documentation shall be acceptable to verify employment.

ii) A Site Plan detailing the proposed location of the recreational vehicle, including provisions for connections to water, sewer, and electricity.

c) Site and Operational Standards

i) Permitted vehicle types include recreational vehicles, tiny homes, motorhomes (Types A, B, and C), fifth-wheel trailers, and truck-mounted recreational vehicles. Tear-drop trailers, vans, tents, and yurts are prohibited.

ii) A recreational vehicle shall be owned by the occupying qualified employee. The Property Owner shall not lease or rent a recreational vehicle a qualified employee.

iii) Each recreational vehicle shall maintain current registration and display a valid license plate.

iv) In the MU-1 district, recreational vehicles shall be located on the back half of the property.

v) No more than one recreational vehicle shall be permitted on any given property.


vi) recreational vehicles shall be parked entirely on private property and shall comply with all setbacks. The location of the recreational vehicle on the Owner's private property must be deemed appropriate by Staff.

vii) The property shall contain an existing structure that provides a valid water tap.

viii) The recreational vehicle must have access to town water by a hose or other means from a structure located on the same parcel with a drinking water hose bib with a vacuum breaker to prevent backflow.

- ix) Hoses, electrical cords, and similar connections shall not cross property lines or encroach upon any public right-of-way.
 - x) Sewer hook-up for a recreational vehicle is permitted provided that the discharge hose connecting to the sewer cleanout incorporates a cam-lock or other approved locking mechanism to ensure a leak-resistant connection and is fitted with a seal to prevent odors.
 - xi) If a direct sewer connection is not available, the recreational vehicle's black water holding tank shall be emptied at an approved dump station at intervals not to exceed 3 to 5 days. In such instances, the Property Owner shall ensure that adequate water is maintained in the holding tank so that aerobic bacteria remain hydrated for effective waste breakdown and odor control.
 - xii) Recreational vehicles shall be supplied with electricity from an on-site source; the use of generators is prohibited.
 - xiii) No air-conditioning unit on the roof of a recreational vehicle or any other mechanized unit to cool air may operate after the hours of 7:00 p.m. or before 7:00 a.m.
 - xiv) Each recreational vehicle shall be equipped with a fully functioning fire extinguisher and a carbon monoxide detector.
 - xv) Occupancy of a recreational vehicle under this Section shall be limited to one family consisting of no more than three adults (each over the age of 18) and up to three minor children, or alternatively three unrelated adults (each over the age of 18).
 - xvi) The approved Temporary Use Permit shall be affixed to the recreational vehicle in a manner that is readily visible from any public way.
 - xvii) The Property Owner shall grant Town staff, acting as invitees, access to the property at reasonable times for the purpose of inspecting the recreational vehicle for compliance with this Section or in response to any complaints.
 - xviii) The permitted recreational vehicle shall comply with all other restrictions and requirements imposed by the local, state, or federal laws.
 - xix) No permanent structure shall be erected in connection with this Permit.
 - xx) The property owner shall be responsible for ensuring recreational vehicles are in compliance with the standards of this Section.
- d) Review Criteria
- No permit under this ordinance shall be granted unless the Town finds that the following criteria have been met:
- i) No current nuisance as set forth under Silverton Municipal Code exists on the property where the recreational vehicle will be located.
 - ii) The property complies with any applicable Town zoning and building regulations.
 - iii) The issuance of the permit balances the safety of patrons, pedestrians, and traffic such that no such group shall be subject to an unreasonable risk of harm if the permit is granted.

FOR CONSIDERATION VIA RESOLUTION

 EQR: 0.4 ~ approximately \$50 per month for each workforce RV

 TEMPORARY USE PERMIT APPLICATION FEE: \$500

 MONTHLY RV PERMIT FEE: \$100

Or

WEEKLY RV PERMIT FEE: \$25

DRAFT



AGENDA MEMO

SUBJECT: Occupancy of Recreational Vehicles
STAFF CONTACT: Lucy Mulvihill
MEETING DATE: 10.28.2024

Overview:

In recent years, staff have identified gaps and conflicts in the codes regulating the seasonal use of Recreational Vehicles (RVs) by the workforce (referred to as "workforce RVs"). In this memo, "RVs" and "campers" are used interchangeably. The purpose of this memo is to outline the current code regulating RVs, identify gaps and conflicts, describe enforcement challenges, provide examples of policies from other communities, and pose key questions to guide the development of a comprehensive policy allowing the seasonal use of RVs by the workforce.

History:

Silverton Municipal Code (SMC) Chapter 16 – Zoning prohibits campers from being used for residential purposes or in conjunction with commercial operations ([Sec 16-5-30](#)). However, starting in 2016, in response to a local and national housing crisis, a series of emergency ordinances with sunset clauses were adopted annually to allow the seasonal workforce to live in RVs throughout town.

While no related memo was found, it appears the town chose to amend the nuisance code each year to protect existing workforce RVs instead of permanently amending the zoning code. This annual emergency approach allowed for reevaluation of the policy each year. In 2020, the town adopted a permanent version of the ordinance ([Sec. 7-2-17](#)) without a sunset clause. It is unclear why the zoning code was not amended at that time. After speaking with former planning staff, it seems a more permanent solution with additional regulations was proposed but rejected by the Board.

Since the original ordinance was passed over eight years ago, long-term RV occupancy is still not permitted under the zoning code but is protected under the nuisance code. Each year, more RVs are used for residential occupancy in town.

Staff worked with the P&O Committee from June to August to start developing a comprehensive policy for the seasonal use of RVs by the workforce. This policy aims to balance the town's limited housing market with the need for seasonal workforce housing while minimizing impacts on neighbors. After three meetings, several questions remain. The goal of this work session is to address these questions and finalize directions for the new policy.

Staff worked with the P&O Committee June-August, to begin developing a comprehensive policy to allow our seasonal workforce to occupy RVs. One that recognizes the constraints of a limited housing market values our seasonal workforce and recognizes and mitigates the impacts of RVs on neighbors. After 3 meetings, there remain a few questions. The purpose of this work session is to answer these questions and finalize directions for a comprehensive policy to allow our seasonal workforce to occupy RVs

Key Terms and Code Sections:

- Recreational Vehicle (RV): Vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic types are:
 1. Travel Trailer: A vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle, and of a body width of no more than eight feet and six inches (8'6"), excluding awnings, and a body length of no more than 35 feet when factory equipped for the road.



AGENDA MEMO

SUBJECT: Occupancy of Recreational Vehicles
STAFF CONTACT: Lucy Mulvihill
MEETING DATE: 10.28.2024

2. Tent recreational vehicle: A portable unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle.
 3. Truck recreational vehicle: A portable unit, designed to be loaded onto, or affixed to, the bed or chassis of a truck. Truck recreational vehicles are of two basic types:
 - a. Slide-in recreational vehicle - A portable unit designed to be loaded onto and unloaded from the bed of a pickup truck.
 - b. Chassis-mount recreational vehicle - A portable unit designed to be affixed to a truck chassis.
 4. Motorhome: A vehicular unit built on a self-propelled motor vehicle chassis.
- **SMC Zoning Sec. [16-5-30. - Campers.](#)**
 - **SMC Nuisances [Sec. 7-2-17. - Campers.](#)**

Policies from Neighboring Communities

Some communities allow RV occupancy outside of RV parks:

- Estes Park, CO: Long-term workforce RV occupancy is permitted from May 1 to October 31 with a permit ([Ordinance No. 06-24](#)).
- Ouray, CO: Workforce RV occupancy is allowed with a Temporary RV Workforce Housing Permit ([Temporary RV Workforce Housing Permit Program](#)).

P&O Committee Recommendations

- The shortage of workforce housing is impacting local businesses.
- RVs should be utilized seasonally and temporarily to meet workforce housing needs.
- A comprehensive policy regulating seasonal and temporary RV occupancy for the workforce should be adopted, minimizing neighborhood impacts.
- Permits should be required for all workforce RVs, including fees, site plans, and employee verification.
- Only one RV should be allowed per improved zoning lot.
- Workforce RVs in mobile home parks must comply with applicable zoning regulations.
- Workforce RVs connected to utilities should pay applicable Town utility fees or EQR charges.
- RVs may only be occupied from May 1 to October 1.
- RVs must be occupied by their owners and not rented to others.

Questions for the Board of Trustees

1. Zoning
Which zoning districts should allow workforce RVs?
 - Estes Park: Commercial/industrial zoning only.
 - Ouray: R-1, R-2, C-1 Commercial, and C-2 Industrial.
 - Silverton (current): R-1, R-1A, R-2, BA, BP (back half of lots only), and E-D zones.
2. Non-Residential Lots
Should workforce RVs be allowed in non-residential improved lots?
 - Estes Park: Allowed
 - Ouray: Allowed
 - Silverton (current): Allowed
3. Vacant Land
Should workforce RVs be allowed on vacant land?



AGENDA MEMO

SUBJECT: Occupancy of Recreational Vehicles
STAFF CONTACT: Lucy Mulvihill
MEETING DATE: 10.28.2024

- Estes Park: Not allowed
- Ouray: Not allowed
- Silverton (current): Allowed.

4. Utilities

How would the Town like to manage the following utilities?

Water

- Estes Park: RV occupants must have access to portable drinking water by a food-grade hose or other means of delivery from a structure located on the same parcel with an approved water tap.
- Ouray: Lots must be improved with a water tap. RVs must have access to city water via a hose or from a structure located on the same property
- Silverton (current): Not included

Sewer

- Estes Park: No Sewer hook-up is required; however, any black water holding tank in use must be regularly dumped at a permitted RV dump station.
- Ouray: Sewer hook-up for an RV is allowed so long as the discharge hose that attaches to the sewer cleanout includes a cam lock or other RV sewer locking mechanism to ensure a leak-resistant connection, along with a sewer hose seal for odor-proofing. If not directly connected to the sewer, the RV black water holding tank must be dumped every 3 to 5 days to ensure odors are suppressed and the Owner is required to ensure that there is adequate water in the holding tank so aerobic bacteria are hydrated for effective waste breakdown and odor elimination. Charged EQR.
- Silverton (current): RV/campers shall be fully self-contained; and holding tanks shall be emptied on a regular basis at an approved dump station

Electric

- Estes Park: The qualified occupant must have a supply of electricity from a source on the same parcel. The use of a generator is not allowed at any time.
- Ouray: The RV must have a supply of electricity from a source on the same parcel. No use of a generator is allowed at any time.
- Silverton (current): Generators permitted 8:00 am – 9:00 pm.

5. Capacity

Should there be a cap on the total number of workforce RVs in town?

- Estes Park: Not included.
- Ouray: Yes, 10 in town total.
- Silverton (current): Not included.

6. Inspection Required

Should there be an inspection required before the issuance of a permit, to ensure compliance?

- Estes Park: Inspection required.
- Ouray: Inspection required.
- Silverton (current): Not included.

Budget

Permit fees would cover the cost of site plan reviews and inspections, while utility fees would offset RVs' impact on the water and sewer systems.



AGENDA MEMO

SUBJECT: Occupancy of Recreational Vehicles
STAFF CONTACT: Lucy Mulvihill
MEETING DATE: 10.28.2024

Staff Recommendation

Adopting regulations in line with Ouray and Estes Park will ensure a sustainable workforce RV program while minimizing neighborhood impacts.

Attachments:

- 6/11/2024 P&O Committee Meeting Memo, attached
- 7/11/2024 P&O Committee Meeting Memo, attached
- 8/15/2024 P&O Committee Meeting Memo, attached
- [SMC Zoning Sec. 16-5-30. – Campers](#), linked only
- [SMC Nuisances Sec. 7-2-17. – Campers](#), linked only
- [Estes Park Ordinance No. 06-24](#), linked only
- [Ouray Temporary RV Workforce Housing Permit Program](#), linked only

Motion or Direction:

Provide direction to include a comprehensive Workforce RV policy in the Land Use Code (LUC) or future ordinances.



BOARD PACKET MEMO

SUBJECT: Residential Occupancy in Recreational Vehicles

STAFF CONTACT: Lucy Mulvihill, Bevan Harris, Gloria Kaash-Burger

Overview:

Over the past few years, staff has identified gaps and conflicts within the many codes regulating the use of Campers, *any recreation, mobile vehicles designed for temporary occupancy, and having self-contained utilities* ([Sec 16-1-20](#)). For the purpose of this memo, RVs and Campers are used interchangeably, so long as it meets the above definition. The purpose of this memo is to explain the current code regulating RVs, identify gaps and conflicts, outline frequent requests from citizens, and explain the enforcement issues staff have encountered. Staff is looking for direction from the P&O committee on whether an amendment to the code is necessary to maintain the health, safety, and welfare of residents and continue to execute the vision of the Master Plan, and if staffs need to bring this issue to the Planning Commission June 18 and the Board of Trustees June 24.

History:

Silvertown Municipal Code (SMC) Chapter 16 – Zoning states that *it is not intended to allow campers to be occupied for residential purposes or to allow them to be occupied in conjunction with any commercial operation* (sec 16-5-30). However, beginning in 2016, a series of emergency ordinances with sunset clauses were adopted annually to allow emergency workforce housing to occupy campers throughout town. Staff was unable to locate a memo, however, we believe, the town intentionally amended the nuisance code annually to trigger protection over the existing RVs occupied by the local workforce, rather than amend the zoning code, which would allow it outright, a more permanent action. Adopting multiple emergency ordinances with sunset cases allowed the town to re-evaluate the policy each year. What is unclear is why staff did not amend the zoning code in 2020 rather than adopt the original ordinance without a sunset clause. After talking with former planning staff, it seems the planning department introduced a more permanent solution with more regulations, but that was turned down by the Board. It has been over 7 years since the original ordinance was introduced, yet residentially occupied RVs are still not permitted within the Zoning Code, and each year we see more RVs utilized for residential occupancy within town.

Code:

Chapter 16- Zoning

[Sec. 16-5-40. - Camper parks.](#)

- Camper parks are designated areas within the town to host campers, either long-term (30+ days) or short-term.
- Camper parks may be established in the E-D District only.
- The minimum land area for a camper park shall be one block or 60,000 square feet.
- Sec 16-5-40 outlines regulations on camper parks.
- Camper parks are a Use Subject to Review, therefore they are required to be reviewed by the Planning Dept, Planning Commission, and Board of Trustees before the use is permitted.

[Sec. 16-5-30. - Campers.](#)

The occupancy of campers is allowed within the Town only as a convenience for visiting friends and relatives or during construction of a dwelling unit. This Section is not intended to allow campers to be occupied for residential purposes or to allow them to be occupied in conjunction with any commercial operation.

Convenience for visiting friends and relatives

- Campers occupied by visiting friends and relatives for no more than 20 days are permitted on or adjacent to occupied residential property
- Each occupied residential property shall be allotted a total of 20 camper days per calendar year during which campers may be parked for occupancy on or adjacent to the subject property.
- Sec 16-5-30 outlines regulations on campers occupied by visiting friends and relatives for now more than 20 days

During the construction of a dwelling unit

- Campers occupied during the construction of a dwelling unit are permitted on associated residential property.

- Camper units may be parked for occupancy on private property by the property owner in any residential zone during the construction of a dwelling unit for a period not to exceed 180 days and only between May 1 and October 31 of any given year. Campers so parked must meet all setback requirements of the zone. Said occupancy shall not take place prior to the issuance of a building permit for the new construction and shall terminate upon occupancy of the new dwelling or six months from the date of the building permit or on October 31 of that year, whichever comes first.
- Sec 16-5-30 outlines regulations on campers used during the construction of a dwelling unit

Sec. 16-5-20. - Mobile home parks.

- Mobile home parks may be established in the R-2 and the E-D Districts only, either in connection with a camper park or independently. If in connection with a camper park, the area for campers shall be separate and distinct from the area for permanent mobile homes.
- No camper units of any kind shall be allowed within the mobile home park, except for one which is owned and being kept in storage by a resident of the park.

Chapter 7 Health, Sanitation, and Animals – Nuisances **outside of Land Use Code**

Sec. 7-2-17. - Campers.

- Qualifying Employees, *person is employed at least 30 hours/week or for four days/week. If the person is self-employed, then a business license or other document demonstrating employment shall be deemed acceptable for purposes of verifying the employment requirements*, may occupy a camper from May 15 to October 15 without any limitation to the number of days.
- Vehicle types: RVs, motorhomes (Types A, B, C), fifth-wheel trailers and truck campers are permitted; tear-drop trailers, tent campers, vans, tents and yurts are prohibited.
- Allowed as a temporary use in R-1, R-1A, R-2, BA, BP (back half of lots only), and E-D zones. Prohibited in P zone.
- One (1) RV/camper per 2,500 square feet of lot area.
- RV/camper shall be parked entirely on private property and shall comply with all setbacks.
- RVs/campers shall have a current vehicle license.
- RV/campers shall be fully self-contained; and holding tanks shall be emptied on a regular basis at an approved dump station.
- No generators or loud noises are allowed before 8:00 a.m. or after 9:00 p.m.
- Campers shall be required to pay the Town's transfer station fee and the property shall be kept neat and orderly and free of trash/rubbish accumulation.
- RVs/campers shall be issued a Town permit to be placed inside the front windshield of the vehicle.
- This Ordinance shall remain in full force and effect unless otherwise amended or terminated by the Town of Silverton Board of Trustees;

Gaps within the Code:

- Can RVs be parked on vacant property as a conceive for visiting friends, relatives, or property owners?
- Can Workforce RVs be occupied on vacant property?
- Can Workforce RVs be occupied within Mobile Home Parks (MHP)? Vacant lot within a MHP?
- Clarify whether the property shall be improved, with utilities and a dwelling unit, or if RVs shall be allowed on vacant land.
- Maximum allowable number of RVs per property?
- Are Work
- Whether this section of code supersedes the Zoning Code.
- Do Tiny Home meet Camper definition*
- If a Camper Park and MHP are developed in conjunction, what are the minimum standards that apply?*

*Addressed in the Land Use Code Update

Requests for residents

- Reduced minimum land area or Camper Parks

- We have seen this in multiple variance applications for reduced minimum land area for Camper Parks including the Joyce Tiny Home Park and Hart RV Park
- RVs for occupancy within Mobile Home Parks
- Multiple Workforce RVs on one lot, often vacant land

Direction:

Direct staff to amend the code to allow Workforce RVs within Mobile Home Parks

And/or

Direct Staff to present the issue to the Planning Commission on June 18th and the Board of Trustees on June 24th

Or

Direct staff to make no changes to the current code nor present the issues to the Planning Commission or Board of Trustees.



BOARD PACKET MEMO

SUBJECT: Residential Occupancy in Recreational Vehicles

STAFF CONTACT: Lucy Mulvihill, Bevan Harris, Gloria Kaash-Burger

Overview:

In recent years, staff have identified gaps and conflicts in the codes regulating the use of campers and recreational vehicles (RVs) designed for temporary occupancy with self-contained utilities ([SMC Sec 16-1-20](#)). For this memo, RVs and campers are used interchangeably, as long as they meet the defined criteria.

At its meeting on June 11, 2024, the Personnel and Ordinance Committee (P&O) directed staff to revisit the topics of long-term RV occupancy by the local workforce and short-term RV occupancy by visiting family and friends. Staff was asked to prepare a redlined ordinance reflecting the feedback from the P&O. The attached redlined ordinance incorporates this feedback. Note that the P&O did not address RV use for visiting friends due to time constraints, so changes to this section were not included.

This memo provides additional information to aid in the ongoing discussion of RV occupancy outside designated RV parks.

Neighboring Communities that allow Occupancy of RVs outside RV Parks.

Community	Occupancy of RV permitted outside of RV Park	Code
Lake City, CO	YES, subject to special use permit	Sec 23-16. – Supplementary regulations (4).
Mt. Crested Butte, CO	Yes, temporary use (>7 days per month)	21-133 Parking
Pagosa Springs, CO	Yes, temporary use (>14 days per year)	4.4.2. Temporary uses and structures allowed (B)
Estes Park	Yes, long-term for eligible workforce (May 1 – Oct 31), permit is required.	Ordinance No. 06-24

HB 24-1154 Accessory Dwelling Units

HB 24-1154, passed on May 13, 2024, sets requirements for accessory dwelling units (ADUs) for subject jurisdictions and supportive jurisdictions. While Silverton is not a subject jurisdiction, it can qualify as a supportive jurisdiction, bringing potential grant funds. Housing Authority Director Anne Chase is exploring this and will present it to the Board of Trustees later.

The bill mandates that ADUs be allowed by right on any parcel where a single-family dwelling is permitted. Local governments can define ADUs to include or exclude motor homes, multipurpose trailers, and recreational vehicles.

Silverton may choose to include RVs as ADUs. If so, RVs would be permitted under the same rules as ADUs per [SMC Sec. 16-8-80](#). If the Town chooses to move forward with this, staff recommends adding a clause limiting RV occupancy to May 1 - October 15.

Long-term RV Occupancy by the Local Workforce:

At the June 11, 2024, P&O meeting, staff received the following direction and prepared a rough redlined ordinance, attached.

- Permit long-term RV occupancy by local workforce outside RV parks, provided RVs have access to sewer and water.
- Allow long-term RV occupancy on private residential property with an existing dwelling, limited to one RV per property to prevent overcrowding. RVs must meet setback requirements similar to ADUs.

- Mixed feedback on allowing long-term RV occupancy on vacant land: some expressed concerns that RVs on vacant lots may turn into unregulated "mini RV parks," while others noted the need for workforce housing, and advocated for RVs on vacant land. All agreed strict enforcement is necessary moving forward.
- Mixed feedback on the maximum number of RVs on vacant land: some suggested a minimum of two RVs, others preferred no more than one RV per 2500 sq. ft. All agreed strict enforcement is necessary moving forward.
- General agreement to allow long-term RV occupancy in all zoning districts, though some had concerns about R-1 and R-1A zones.
- Agreement to allow long-term RV occupancy in Mobile Home Parks if connected to water and sewer.
- Agreement that RVs connected to utilities should pay town utility fees.

Further Direction Needed:

- Should long-term RV occupancy by the local workforce be allowed on vacant land?
- What should be the maximum number or density of RVs on vacant land?
- Should long-term RV occupancy by the local workforce be permitted in R-1 and R-1A zones?
- Is the current application process sufficient, or should a temporary use permit be required?

Short-term RV Occupancy by Visiting Family and Friends:

Further direction is needed on the following:

- Should RVs be allowed to park on or adjacent to residential property with an existing dwelling as a convenience for visiting friends/family?
- Should RVs be allowed to park on or adjacent to vacant land by the landowner or for visiting friends/family?
- Should a fee be required?
- Should a permit be required?

Direction:

- Direct staff to draft an ordinance addressing long-term RV occupancy by the local workforce and short-term RV occupancy by visiting family and friends.
- Direct staff to bring the topic and/or ordinance to the Planning Commission and Board of Trustees.



BOARD PACKET MEMO

SUBJECT: Residential Occupancy in Recreational Vehicles

STAFF CONTACT: Lucy Mulvihill, Bevan Harris, Gloria Kaash-Burger

Overview:

In recent years, staff have identified gaps and conflicts in the codes regulating the use of campers and recreational vehicles (RVs) designed for temporary occupancy with self-contained utilities ([SMC Sec 16-1-20](#)). Specifically code sections [Sec. 16-5-30. – Campers](#), [Sec. 7-2-17. - Campers](#). For the purpose of this memo, “RVs” and “campers” are used interchangeably, as long as they meet the defined criteria.

At its meeting on June 11, 2024, the Personnel and Ordinance Committee (P&O) directed staff to revisit the topics of long-term RV occupancy by the local workforce and short-term RV occupancy by visiting family and friends. Due to time constraints, the P&O did not address RV use for visiting friends.

At its meeting on July 11, 2024, the P&O Committee did not reach a consensus on all points related to long-term RV occupancy by the local workforce, and they did not discuss short-term RV occupancy by visiting family and friends. The purpose of today’s meeting is to discuss both topics further.

This memo provides additional information to aid in the ongoing discussion of regulations related to RV occupancy. Staff are seeking direction to inform the Land Use Code update. If the P&O does not reach a consensus, staff recommend bringing the topic to the Board of Trustees through a work session.

Neighboring Communities that allow Occupancy of RVs outside RV Parks.

Community	Occupancy of RV permitted outside of RV Park	Code
Lake City, CO	YES, subject to special use permit	Sec 23-16. – Supplementary regulations (4).
Mt. Crested Butte, CO	Yes, temporary use (>7 days per month)	21-133 Parking
Pagosa Springs, CO	Yes, temporary use (>14 days per year)	4.4.2. Temporary uses and structures allowed (B)
Estes Park	Yes, long-term for eligible workforce (May 1 – Oct 31), a permit is required.	Ordinance No. 06-24

Overview of the Estes Park VBASE pilot program.

At the July 11th P&O Committee meeting, there was interest in the Estes Park VBASE pilot program. Below is an overview of the program's elements:

- Temporary Use Permit Required for Workforce RVs:
 - Permit must be submitted by the business owner.
 - Permit must include a site plan.
 - Application fee: \$50.
 - Monthly permit fee: \$100.
 - Permit must be displayed visibly.
- On-Site Employment Requirement:
 - The qualified occupant must be employed by the property owner.
- Town Inspection Required.
- Only One RV Permitted Per Parcel.
- Not Permitted in Residential Zoning Districts.
- Utility Requirements:

- Workforce RVs must have an electricity supply from the same parcel (generators are not permitted).
- Access to water must be available via a food-grade hose or other delivery means from a structure with an approved Town water tap.
- A sewer hookup is not required; however, black water tanks must be regularly dumped at a permitted RV dump station.

Long-term RV Occupancy by the Local Workforce:

- What the P&O has consensus over
- Workforce housing has become increasingly difficult to find, negatively affecting local businesses.
- To address this issue, RVs should be utilized for workforce housing.
- The Town should adopt regulations governing long-term RV occupancy for the local workforce.
- Permits should be required for all long-term RV occupancy by the local workforce (workforce RVs) outside RV parks, and permits should include a site plan.
- One workforce RV should be allowed per lot with dwelling units.
- Workforce RVs should be allowed in Mobile Home Parks, provided they comply with all applicable zoning regulations.
- Workforce RVs connected to utilities should pay Town utility fees.
- Workforce RVs should be occupied seasonally from May 1 to October 1.
- Qualified employees must occupy their own RVs; RVs should not be rented out to qualified employees.

Mixed feedback/Still in Question

- Zoning Districts: Which zoning districts should allow workforce RVs? (There is general consensus on all zoning districts except for concerns about R-1.)
- Vacant Land: Should workforce RVs be allowed on vacant land? (No consensus has been reached on this.)
 - Proponents: Some members believe that allowing workforce RVs on vacant land would make it easier for the local workforce to find housing. However, they stress the importance of adopting strict regulations that are enforced.
 - Opponents: Some members are concerned that this could lead to "unregulated mini RV parks," which could have a significant impact on surrounding neighborhoods and be unfair to those operating RV parks around town.

Short-term RV Occupancy by Visiting Family and Friends:

Further direction is needed on the following:

- Should RVs be allowed to park on or adjacent to residential property with an existing dwelling as a convenience for visiting friends/family?
- Should RVs be allowed to park on or adjacent to vacant land by the landowner or for visiting friends and family?
- Should a fee be required?
- Should a permit be required?

Direction:

- Direct staff to include regulation and procedural requirements in the Land Use Code governing the occupancy of RVs.
- Direct staff to bring the topic and/or ordinance to the Board of Trustees.

SEASONAL RECREATIONAL VEHICLE OCCUPANCY: SEASONAL WORKFORCE HOUSING

FOR CONSIDERATION VIA ORDINANCE

15-3-1: USE TABLE *TEMPORARY USE

	R-1	R-2	MU-1	C-1	C-2	P
Seasonal Recreational Vehicle Occupancy	P	P	P	P	P	

15-3-70(j) SEASONAL RECREATIONAL VEHICLE OCCUPANCY

2) Seasonal Workforce Housing

a) Applicability

The occupancy of recreational vehicles within the town for qualified employees, as described in Subsection b. below, is allowed from May 1 to October 31 without any limitation to the number of days.

b) Application Requirements

All property owners shall submit a Temporary Use Permit Application in accordance with Section 15-3-30(n). The application shall include the following:

- i) Written verification from the employer confirming that the qualified employee is employed on a schedule of at least 30 hours per week or four days per week. In cases where the individual is self-employed, a valid business license or equivalent documentation shall be acceptable to verify employment.
- ii) A Site Plan detailing the proposed location of the recreational vehicle, including provisions for connections to water, sewer, and electricity.

c) Site and Operational Standards

- i) Permitted vehicle types include recreational vehicles, tiny homes, motorhomes (Types A, B, and C), fifth-wheel trailers, and truck-mounted recreational vehicles. Tear-drop trailers, vans, tents, and yurts are prohibited.
- ii) A recreational vehicle shall be owned by the occupying qualified employee. The Property Owner shall not lease or rent a recreational vehicle a qualified employee.
- iii) Each recreational vehicle shall maintain current registration and display a valid license plate.
- iv) In the MU-1 district, recreational vehicles shall be located on the back half of the property.
- v) No more than one recreational vehicle shall be permitted on any given property.
- vi) recreational vehicles shall be parked entirely on private property and shall comply with all setbacks. The location of the recreational vehicle on the Owner's private property must be deemed appropriate by Staff.
- vii) The property shall contain an existing structure that provides a valid water tap.
- viii) The recreational vehicle must have access to town water by a hose or other means from a structure located on the same parcel with a drinking water hose bib with a vacuum breaker to prevent backflow.

Summary of Comments on DRAFT__Seasonal Workforce RV__annotated_2025.02.05.pdf

Page: 1


- Number: 1 Author: Lucy Mulvihill Date: 2/5/2025 10:48:00 AM
Based on current standards. Note R-1 was included based on the direction from the Board that RVs should be allowed in R-1 if they are limited to one RV per property and generators are not permitted.
- Number: 2 Author: Lucy Mulvihill Date: 2/5/2025 10:45:00 AM
Seasonal Occupancy of RVs would be listed under Temporary Use and would be subject to a Temporary Use Permit. The expiration date on the permit allows administrative approval to streamline the process.
- Number: 3 Author: Lucy Mulvihill Date: 2/5/2025 10:45:00 AM
Existing: Current eligibility requirement
- Number: 4 Author: Lucy Mulvihill Date: 2/5/2025 2:21:00 PM
New: Included to verify the proposed location complies with setbacks
- Number: 5 Author: Lucy Mulvihill Date: 2/5/2025 10:46:00 AM
New: Based on Board discussion
- Number: 6 Author: Lucy Mulvihill Date: 2/5/2025 10:46:00 AM
New: Based on P&O recommendation
- Number: 7 Author: Lucy Mulvihill Date: 2/5/2025 10:47:00 AM
New: Based on Ouray & Estes Park standards
- Number: 8 Author: Lucy Mulvihill Date: 2/6/2025 1:11:00 PM
Existing
- Number: 9 Author: Lucy Mulvihill Date: 2/6/2025 1:12:00 PM
New: Based on P&O recommendation and Board discussion
- Number: 10 Author: Lucy Mulvihill Date: 2/6/2025 1:13:00 PM
New: Based on Ouray & Estes Park and Board discussion. Please note this was not decided on unanimously
- Number: 11 Author: Lucy Mulvihill Date: 2/5/2025 10:49:00 AM
New: Based on Board discussion

- ix) Hoses, electrical cords, and similar connections shall not cross property lines or encroach upon any public right-of-way.
 - x) ¹ Sewer hook-up for a recreational vehicle is permitted provided that the discharge hose connecting to the sewer cleanout incorporates a cam-lock or other approved locking mechanism to ensure a leak-resistant connection and is fitted with a seal to prevent odors.
 - xi) ² If a direct sewer connection is not available, the recreational vehicle's black water holding tank shall be emptied at an approved dump station at intervals not to exceed 3 to 5 days. In such instances, the Property Owner shall ensure that adequate water is maintained in the holding tank so that aerobic bacteria remain hydrated for effective waste breakdown and odor control.
 - xii) ³ Recreational vehicles shall be supplied with electricity from an on-site source; the use of generators is prohibited.
 - xiii) No air-conditioning unit on the roof of a recreational vehicle or any other mechanized unit to cool air may operate after the hours of ⁴ 7:00 p.m. or before 7:00 a.m.
 - xiv) ⁵ Each recreational vehicle shall be equipped with a fully functioning fire extinguisher and a carbon monoxide detector.
 - xv) ⁶ Occupancy of a recreational vehicle under this Section shall be limited to one family consisting of no more than three adults (each over the age of 18) and up to three minor children, or alternatively three unrelated adults (each over the age of 18).
 - xvi) ⁷ The approved Temporary Use Permit shall be affixed to the recreational vehicle in a manner that is readily visible from any public way.
 - xvii) ⁸ The Property Owner shall grant Town staff, acting as invitees, access to the property at reasonable times for the purpose of inspecting the recreational vehicle for compliance with this Section or in response to any complaints.
 - xviii) ⁹ The permitted recreational vehicle shall comply with all other restrictions and requirements imposed by the local, state, or federal laws.
 - xix) No permanent structure shall be erected in connection with this Permit.
 - xx) ¹⁰ The property owner shall be responsible for ensuring recreational vehicles are in compliance with the standards of this Section.
- d) Review Criteria
- No permit under this ordinance shall be granted unless the Town finds that the following criteria have been met:
- i) ¹¹ No current nuisance as set forth under Silverton Municipal Code exists on the property where the recreational vehicle will be located.
 - ii) The property complies with any applicable Town zoning and building regulations.
 - iii) The issuance of the permit balances the safety of patrons, pedestrians, and traffic such that no such group shall be subject to an unreasonable risk of harm if the permit is granted.

Page: 2

-
- Number: 1 Author: Lucy Mulvihill Date: 2/5/2025 10:50:00 AM
New: Based on Board discussion
-
- Number: 2 Author: Lucy Mulvihill Date: 2/5/2025 10:50:00 AM
New based on incident this summer and Estes Park standards
-
- Number: 3 Author: Lucy Mulvihill Date: 2/6/2025 1:14:00 PM
New: Based on Ouray & Estes Park and Board discussion. Please note this was not decided on unanimously
-
- Number: 4 Author: Lucy Mulvihill Date: 2/6/2025 1:14:00 PM
New: Based on our current noise ordinance
-
- Number: 5 Author: Lucy Mulvihill Date: 2/6/2025 1:14:00 PM
New: Based on Ouray & Estes Park
-
- Number: 6 Author: Lucy Mulvihill Date: 2/6/2025 1:15:00 PM
New: Based on Ouray & Estes Park
-
- Number: 7 Author: Lucy Mulvihill Date: 2/6/2025 1:15:00 PM
New: Based on code enforcement experience and Board discussion
-
- Number: 8 Author: Lucy Mulvihill Date: 2/6/2025 1:16:00 PM
New: Some type of inspection will be needed to enforce a number of these standards. Language is based on Ouray & Estes Park.
-
- Number: 9 Author: Lucy Mulvihill Date: 2/6/2025 1:17:00 PM
New: In line with similar provision of the LUC
-
- Number: 10 Author: Lucy Mulvihill Date: 2/6/2025 1:18:00 PM
New: Based on Ouray & Estes Park and based on P&O recommendation and discussion. This will make enforcement easier
-
- Number: 11 Author: Lucy Mulvihill Date: 2/6/2025 1:18:00 PM
New: Based on Ouray & Estes Park
-

FOR CONSIDERATION VIA RESOLUTION

 1. 0.4 ~ approximately \$50 per month for each workforce RV

 2. TEMPORARY USE PERMIT APPLICATION FEE: \$500

 3. MONTHLY RV PERMIT FEE: \$100

Or

WEEKLY RV PERMIT FEE: \$25

Number: 1 Author: Lucy Mulvihill Date: 2/6/2025 1:26:00 PM
New: Based on Board discussion and Recommendation from Public Works

Number: 2 Author: Lucy Mulvihill Date: 2/6/2025 1:23:00 PM
Existing: according to 2025 Fee Schedule

Number: 3 Author: Lucy Mulvihill Date: 2/6/2025 1:20:00 PM
New: Based on Ouray & Estes Park

February 10, 2025
BOARD OF TRUSTEES
REGULAR MEETING PACKET

February 10, 2025

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.

February 10, 2025

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.

February 10, 2025

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.

February 10, 2025

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: Transportation Impact Fee Code Amendment

STAFF CONTACT: John Sites

MEETING DATE: February 10, 2025

Overview:

The Transportation Impact Fee (TIF), which was adopted by Resolution 2023-06 to recover revenue for Town road maintenance caused by the long-term effects of heavy hauling impacts is written in a way that could also negatively affect local businesses and, is not inclusive of all Town roadways. Staff believes that the intent of this Resolution is to pass maintenance costs on to Developers and other outside entities rather than to directly restrict the ventures of local businesses. Staff was given direction at the October 28, 2024 meeting to review and edit the current code to improve the local contractor impact and enforcement measures. Additionally, Staff has included all Town roadways to fall under the Ordinance and not specifically Greene Street, as unpaved streets in Town are vulnerable to heavy traffic and expensive to maintain.

Budget Impact:

By exempting local businesses from the TIF for any reason, the Town would forfeit those revenues, which are not expected to be significant.

Attachments:

- Final Draft of Ordinance 2025-03 An Ordinance Amending Chapter 8, Article 4, Transportation Impact Fee of the Silverton Municipal Code Authorizing the Collection of a Transportation Impact Fee

Staff Recommendation:

Staff recommends adoption of Ordinance 2025-03 to clarify and improve the existing TIF Code language.

Master Plan Priority:

5.1 b. Streamline, define, refine policies & processes for clarity and predictability

Suggested Motion or Direction:

Make a motion to adopt Ordinance 2025-03 An Ordinance Amending Chapter 8, Article 4, Transportation Impact Fee of the Silverton Municipal Code Authorizing the Collection of a Transportation Impact Fee



ORDINANCE NO. 2025-03

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 4, TRANSPORTATION IMPACT FEE OF THE SILVERTON MUNICIPAL CODE AUTHORIZING THE COLLECTION OF A TRANSPORTATION IMPACT FEE

WHEREAS, the Town of Silverton, Colorado is a statutory town incorporated under the laws of the state of Colorado; and

WHEREAS, C.R.S. §29-20-104.5 authorizes local governments to impose development fees on new development, pursuant to a schedule that is legislatively adopted, applicable to a broad class of property within the Town, and intended to defray the projected impacts on the roadway network caused by proposed development; and

WHEREAS, the Town has considered the Road Test Study conducted by the American Association of State Highway and Transportation Officials (AASHTO), which established an equivalent single axle load (ESAL) method for modeling the damage produced by traffic and heavy vehicles; and

WHEREAS, the AASHTO Road Test and ESAL methods are widely established and standard in the transportation industry for determining heavy truck traffic impacts on roadways; and

WHEREAS, the impact fees recommended are proportional to the burdens created on the roadway and such impact fees will be used to defray the costs of maintaining, repairing, and replacing the roadway; and

WHEREAS, the Town of Silverton desires to impose a transportation impact fee to defray the impacts of heavy truck traffic on the Town's roadways to ensure the delivery of adequate roadway infrastructure within the Town; and

WHEREAS, the Town of Silverton has previously adopted a Traffic Impact Fee for Greene St. and wishes to expand the fee to all Silverton roadways; and

WHEREAS, the Town of Silverton has determined that it is in the best interests of the Town and its citizens and is necessary for the protection of the public's health, safety, and welfare, for the Town to impose impact fees on heavy truck traffic for the protection of public safety and other public services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILVERTON, COLORADO, as follows:

Section 1. That the Town Board of Trustees (BOT) hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The Town is authorized by law under C.R.S. § 29-20-101 et seq. to impose an impact fee in order to fund expenditures by the Town on the transportation network needed to support the Town infrastructure.

Section 3. The Town and County will be experiencing new projects, development, and construction such are projected to disproportionately impact and cause damage to the roadway network of the Town.

Section 4. The protection of the health, safety, and general welfare of the citizens of the Town requires that impacts to Town roadways be offset by the heavy traffic users.

Section 5. The taxes and other revenues generated from the new projects, development, and construction in and outside the Town do not generate sufficient funds to defray the impacts to the roadway network to accommodate and serve the new projects, development, and/or construction.

Section 6. Amendment to Chapter 8, Article 4. Chapter 8, Article 4, Sections 8-4-10 and 8-4-70, are hereby amended with the deletion of stricken text and the addition of emboldened, double-underlined text to read as follows:

ARTICLE 4 – Transportation Impact Fee

Sec. 8-4-10. - Applicability.

It is hereby declared that Transportation Impact Fees (“TIF”) shall be required wherever an entity; or owner; ~~and/or contractor~~ transports material in excess of 50 tons (not including vehicle weight) over a one-year period by and/or through Town Roadways. Independent entities ~~contractors~~ are not required to aggregate separate and distinct projects. It is the purpose of this part to require the payment of TIF whenever any project, development, and/or construction of any kind requires the transportation of materials in excess of the limits stated above. TIF will be applied and administered as separate fees. TIF is limited to defray the projected impacts caused by project, development, and construction traffic to the Town’s capital infrastructure, specifically the road systems, inclusive of Greene Street

Sec. 8-4-20. - Schedule.

An entity; or owner; ~~and/or contractor~~ shall pay \$5.00 per ton of material as set out by the Town’s Fee Schedule for material transported on Town streets, roadways, and alleys ~~Greene Street~~ in excess of 50 tons over a one-year period. If weight tracking is unavailable, then weight should be estimated based off cubic yardage and standard material weight.

Sec. 8-4-30. - Satisfaction.

The TIF provided for in this part shall be recalculated by the Silverton Town Clerk/Treasurer on an annual basis to reflect cost inflation experienced in the average of July to June of each year as calculated by the U.S. Bureau of Labor Statistics, Producer Price Index by Industry (or a similar index if Producer Price Index is no longer published). The TIF shall be payable directly to the Town. No alternative means shall exist to satisfy this obligation except as set forth herein.

Sec. 8-4-40. - Collection. TIF shall be paid to the Town following a determination by the Public Works Director that an entity; or owner; ~~and/or contractor~~ has exceeded the transported material limit set forth in Section 8-4-10 above. TIF shall be collected prior to

issuance of an excavation permit, where applicable, or, if no permit is required for the project, upon approval of a development plan, final plat or other entitlement authorizing or requiring the use of Town Roadways.

Sec. 8-4-50 – Permit

A TIF permit will be issued by the Public Works Director prior to starting the project, or when the contractor recognizes that the project will be over the allowable limit requiring the permit. The Public Works Director and Town Staff shall exercise vigilance with respect to monitoring haulers in Town and notifying them of the Permit requirement as soon as is practicable.

Sec. 8-4-60—Enforcement

If a project does not apply for a TIF permit, the Public Works Director may require hauling records to be produced and the Town will require back-payment for the material hauled.

Sec. 8-4-70. - Alternative Fee to TIF.

An entity, or owner, ~~and/or contractor~~ determined to be subject to this Ordinance (“Applicant”) may file an objection to the TIF only at the time of such determination, or within seven (7) calendar days of such determination. Concurrent with the filing of the objection, the Applicant must submit an alternative impact fee analysis. If the alternative impact fee analysis, at the discretion of the Public Works Director, establishes by clear and convincing evidence that: (a) it is more reasonable than the study underlying this section; (b) it is no less rigorous than that used to establish the fees set forth herein; (c) the fees established herein will substantially impact the viability of the Applicant’s development; (d) the fee established herein will have a disproportionate impact on the Applicant’s development in relation to other applicants; **(e) the fee established herein will have a negative impact on a local business solely, that is not easily passed on to an entity or owner;** and the alternative fee analysis study meets all state and Town statutory requirements for impact fees, then the Director may adopt the alternative fee set forth by the Applicant which will be applicable only to the application at issue.

Section 7. Validity. All ordinances of a general and permanent nature enacted on or before the adoption date of this Ordinance, which are inconsistent with the provisions of the Silverton Municipal Code, to the extent of such inconsistency, are hereby repealed. The repeal established in this Section 9 shall not be construed to revive any ordinance or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance. Neither the adoption of this ordinance nor its action repealing or amending any other ordinances of the Town of Silverton shall in any manner affect prosecution for violations of ordinances committed before the effective date of this ordinance. This ordinance shall not waive any license, fee, or penalty or other penal provisions applicable to any violation thereof.

Section 8. Additions, Amendments, Adoptions. Additions or amendments to the Code, when passed in the form as to indicate the intention of the Town to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments. Ordinances adopted after this Ordinance that amend or

refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to those provisions of the Code.

Section 9. Severability. If any part, section, subsection, sentence, clause, or phrase if this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees of the Town of Silverton hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause, or phrase is declared invalid.

Section 10. Posting, Publication and Effective Date. Following the passage of this Ordinance on second reading, the Town Clerk shall publish this Ordinance in full in a newspaper published within the limits of the Town. This Ordinance shall take effect 30 days after such publication

INTRODUCED, READ, AND ORDERED FOR SECOND READING BY THE BOARD OF TRUSTEES OF THE TOWN OF SILVERTON, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF SILVERTON, ON THE ____ DAY OF FEBRUARY, 2025.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk

FINALLY PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING AND ORDERED POSTED AND PUBLISHED IN THE MANNER PROVIDED IN SECTION 6 HEREOF BY THE BOARD OF TRUSTEES OF THE TOWN OF SILVERTON, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN HALL ON THE ____ DAY OF MARCH 2025, BY A VOTE OF THIS ORDINANCE AS IS ON FILE IN THE TOWN CLERK'S OFFICE FOR PUBLIC INSPECTION.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk



AGENDA MEMO

SUBJECT: 2025 Employee Handbook Updates
STAFF CONTACT: Melina Marks, Gloria Kaasch-Buerger
MEETING DATE: February 10th, 2025

Overview:

The last update to the Employee Handbook occurred in 2022. Following a review of several sections, staff has proposed various revisions, edits, and updates. The Personnel & Ordinance Committee has reviewed these proposed changes and recommended approval of all items, except for the change outlined in Section 301 regarding the addition of family benefits. Below is a detailed summary of the proposed changes and the reasoning behind the committee's recommendations.

Proposed Changes to Employee Handbook:

1. Section 110 – Introductory Period

It was brought to staff's attention that retirement benefits were not included under bullet point 2, which addresses benefits available after one year of employment for full-time employees. This has been the town's traditional policy, but it was not previously stated in the handbook.

2. Section 201 – Employment Classifications

Staff proposed reducing the minimum number of hours required to qualify as a full-time employee for benefits from 40 hours per week to 36 hours per week. This change aligns with state practices, as anywhere from 30 to 40 hours a week is considered full-time in Colorado. This change would provide staff with more flexible scheduling options, such as longer office hours four days a week or half-day Fridays, while still keeping overtime applicable after 40 hours.

3. Section 301 – Employee Benefits

The original proposal was to add a 10th benefit: once an employee reaches five (5) years of employment, the town would offer medical, dental, vision, and life insurance programs for the employee's spouse, family, and children. While the town believes this additional benefit would support staff retention and community growth, the committee decided to defer this change due to budget limitations. Currently, the town cannot afford to fully cover the cost of providing insurance for spouses, family members, or children.

Budget Impact for Proposed Family Coverage (2026-2029):

The estimated cost of this additional benefit, based on the 2025 quote from the Colorado Employee Benefits Trust (CEBT), is as follows:

- Employee + Spouse: \$14,810 annually
- Employee + Spouse + 1 Child: \$26,819 annually
- Estimated budget impact in 2026 and 2027: \$41,629 annually
- Projected increases in 2028 and 2029:
 - 1 Child: \$12,009 per year
 - 1 Family: \$37,360 per year
- Total 4-year increase: \$90,998 by 2029

Given the town's current financial standing, covering the full cost of family or spouse coverage is not feasible at this time. The committee has directed staff to research potential options for covering between 25% to 50% of the cost when the town's budget improves.

4. Section 307 – Retirement Plan

Staff proposed an increase in the town's retirement contribution match from 3% to 4% to better support employees' retirement savings. This change would result in an estimated cost increase of \$10,747 annually, based on current salaries. This change would go into effect in 2026.

5. **Section 504 – Compensatory Time**

A cap of 60 hours will be implemented for compensatory time accrual, which will help prevent excessive accruals. Additionally, under the proposed new classification system, compensatory time would only apply if an employee exceeds 40 hours per week, ensuring that the benefit remains reasonable and manageable.

6. **Classification and Compensation Plan**

Staff recommended contracting out for an updated classification and compensation study. The current plan requires adjustments to ensure that the town's pay rates are competitive with neighboring communities. The study was previously quoted at \$5,000 and is considered a priority for the upcoming year to assist with pay increase decisions and to ensure the town remains competitive in the job market.

Budget Impact:

1. **Family Coverage in Health Plan:** The addition of family coverage for health insurance (spouse, children) after 5 years of employment would significantly increase the town's healthcare contributions. Based on the 2025 quote, the additional annual costs would be substantial, leading to an estimated increase of \$41,629 in 2026 and 2027, with further increases in subsequent years. Given the town's current budget limitations, the committee deferred the implementation of this benefit, with plans to revisit it once the budget is in a healthier position.
2. **Retirement Contribution Match Increase:** The increase in retirement contributions would raise the town's payments by 1% every pay period for full-time employees, resulting in an estimated increase of \$10,747 annually. This adjustment is deemed necessary to remain competitive with other communities and better support employee retirement savings.
3. **Compensation Study:** The classification and compensation study, quoted at \$5,000, is needed to ensure the town's pay structure aligns with regional standards. This will be a priority in the upcoming year to help guide decisions about pay raises and certifications.

Master Plan Priority:

Strategically expand staff capacity:

Objective: Retain Current Staff

- Support programs that encourage staff retention, such as salary evaluations, benefits, and training.

Suggested Motion or Direction:

Motion to approve the 2025 Employee Handbook edits, updates, and revisions, with the exception of the proposed family benefits coverage outlined in Section 301.



EMPLOYEE HANDBOOK

Effective: February 10, 2025

TABLE OF CONTENTS

INTRODUCTION	5
Handbook Purpose	5
Roles and Responsibilities.....	5
Organizational Chart	6
SECTION 1: EMPLOYMENT.....	7
101 At-Will Notice.....	7
102 Equal Employment.....	7
103 Disability Accommodation	7
104 Hiring.....	7
105 Hiring of Relatives	8
106 Background Checks.....	9
107 Orientation and Training.....	9
108 Eligibility for Rehire.....	9
109 Immigration Law Compliance	10
110 Introductory Period	10
112 Job Transfers	10
113 Business Ethics and Conduct.....	11
115 Job Openings.....	11
116 Outside Employment	12
SECTION 2: EMPLOYMENT STATUS AND RECORDS.....	13
201 Employment Classifications	13
202 Personal Data Changes	14
204 Performance Evaluations	14
205 Salary Administration.....	15
206 Medical Information Privacy.....	15
207 Social Security Number Privacy	15
SECTION 3: BENEFIT PROGRAM	16
301 Employee Benefits	16
302 Health, Life, Dental, and Vision Insurance.....	17
303 Benefits Continued (COBRA).....	17
304 Workers' Compensation Insurance	18
305 Modified Duty/Temporary Re-Assignment	18
306 Life Insurance	20
307 Retirement Plan	20
308 Short-Term Disability	20
308 Education Expense Reimbursement.....	21
SECTION 4: LEAVE	23
401 Paid Time Off (PTO).....	23
402 Holidays.....	25
403 Unscheduled Paid Time Off (PTO)	26
404 Extra Leave During a Public Health Emergency	26
405 Paid Family Leave.....	27

406 Leave of Absence- Family Medical Leave	28
407 Military Leave.....	30
408 Volunteer Firefighter Leave	31
409 Jury Service Leave	31
410 Witness Leave	31
411 Voting Leave.....	32
412 Crime Victim Leave	32
413 Bereavement Leave	32
414 Nursing Mothers	32
SECTION 5: Time Keeping/Payroll/Work Hours.....	32
501 Pay Periods.....	32
502 Timekeeping.....	33
503 Overtime	33
504 Compensatory Time.....	34
505 Payroll Deductions And Setoffs	35
506 Pay Adjustments, Promotions and Demotions.....	35
507 Work Assignments	36
509 Expense Reimbursement	36
510 Advances and Loans.....	37
511 Administrative Pay Corrections	38
SECTION 6: WORK CONDITIONS	39
601 Safety	39
602 Injury and Accident Response and Reporting.....	39
603 Workers' Compensation	40
604 Work Schedules	40
605 Off-the-Clock Work	41
607 Rest and Meal Periods	41
608 Use of Equipment and Vehicles	41
610 Cellular Telephones	43
611 Computer and Email Usage	45
612 Internet Usage	46
613 Workplace Monitoring.....	48
614 Work From Home	48
616 Workplace Violence Prevention	50
617 Social Media.....	51
618 Political Activity.....	52
619 Confidentiality.....	52
620 Solicitation and Distribution	53
SECTION 7: DRUG AND ALCOHOL USE.....	53
701 Drug-Free Workplace.....	53
702 Definitions.....	54
703 Drug and Alcohol Testing.....	55
704 Employment-Related Testing	56
705 Pre-Employment Drug Testing.....	58

706 Correction Action for Violations of Drug and Alcohol Policy.....	59
SECTION 8: EMPLOYEE CONDUCT & DISCIPLINARY ACTION.....	59
801 Employee Conduct and Work Rules	59
802 Citation/Arrest or Conviction Reporting.....	60
803 Sexual and Other Unlawful Harassment.....	61
804 Attendance and Tardiness	62
805 Discipline.....	63
806 Grievances.....	64
SECTION 9: EMPLOYMENT SEPARATION.....	65
901 Separation from Employment	65
903 Personal Possessions and Return of Town Property	66
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT	67

INTRODUCTION

HANDBOOK PURPOSE

Effective Date:

Revision Date:

This employee handbook is presented as a matter of information and has been prepared to inform employees about the Town's philosophy, employment practices, policies, and the benefits provided to our valued employees, as well as the conduct expected from them. While this handbook is not intended to be a book of rules and regulations or a contract, it does include some important guidelines which employees should know. Except for the at-will employment provisions, the handbook can be amended at any time.

No one other than authorized management may alter or modify any of the policies in this employee handbook. No statement or promise by a supervisor, manager, or designee is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this employee handbook be found to be unenforceable and invalid, such a finding does not invalidate the entire employee handbook, but only the subject provision. Nothing in this handbook is intended to infringe upon employee rights under Section 7 of the National Labor Relations Act (NLRA) or be incompatible with the NLRA.

We ask that employees read this guide carefully, become familiar with the Town and our policies, and refer to it whenever questions arise.

ROLES AND RESPONSIBILITIES

Effective Date:

Revision Date:

Board of Trustees

The Silverton Board of Trustees is the ultimate policy making authority for the Town of Silverton and has the prime responsibility, at will, for changing this Personnel Policy with or without notice. The Town Administrator is directly responsible to the Board of Trustees. The Board of Trustees functions as the supervisor for the Town Administrator and the Town Attorney.

Town Administrator

The Town Administrator has overall responsibility of the personnel system for the Town of Silverton. This includes, but is not limited to, selection, classification, pay, training, evaluations, records/procedures, creation and abolition of positions not otherwise handled by the Town's Municipal Code, and other duties or functions required in the employee handbook. In the event there is no Human Resources Director and or Finance Director, the Town Administrator will assume those duties.

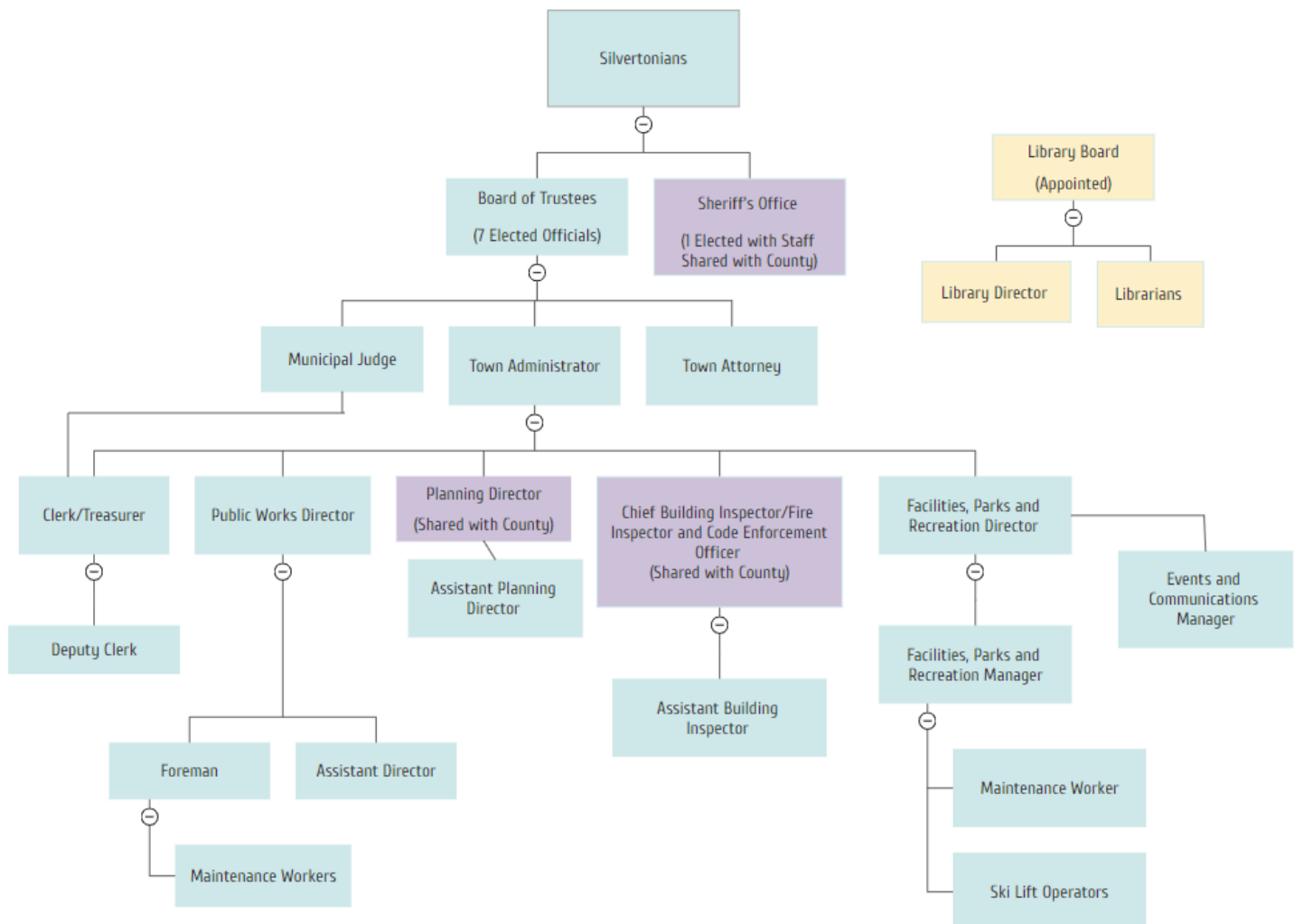
Department Heads and Supervisors

Department heads and supervisory personnel shall be responsible for facilitating the adjustment of the employee to the work situation by providing clear statement of the duties and official relationships; proper introduction to other employees with whom he/she/they will be working; instruction to perform the functions and safety precautions; and discussing with the new employee at frequent intervals the progress being made in learning to perform the work. Department heads and supervisors are also expected to cooperate fully with the Town Administrator in training programs, grievance procedures, employee relations, and all other personnel functions where cooperation is needed to effect proper administration.

ORGANIZATIONAL CHART

Effective Date:

Revision Date:



SECTION 1: EMPLOYMENT

101 AT-WILL NOTICE

Effective Date:

Revision Date:

The employment relationship between the Town and employees is at-will. This means that employees are not hired for any specified period of time and their employment may be terminated at any time, with or without cause, and with or without notice, by either the Town or the employee. Town policy requires that all employees are at-will; any implied, oral, or written agreements or promises to the contrary are void and unenforceable, unless approved by an officer with the power to create an employment contract. There is no implied employment contract created by this Handbook or any other Town document or written or verbal statement or policy.

102 EQUAL EMPLOYMENT

Effective Date:

Revision Date:

The primary consideration in the employment of personnel will be the applicant's qualifications, ability to do the specific job, experience and other employment standards. All recruitment, hiring, promotions, and all terms, conditions and privileges of employment shall be maintained and conducted in a manner consistent with state and federal non-discrimination laws.

103 DISABILITY ACCOMMODATION

Effective Date:

Revision Date:

The Town is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis and employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Reasonable accommodations are available to all employees where a disability affects the employee's performance of job functions, subject to reasonable requirements of the Town as may be permitted by law.

This policy is neither exhaustive nor exclusive. The Town is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

104 HIRING

Effective Date:

Revision Date:

Application

The Town Clerk or designee will furnish standard application forms for all applicants to fill out as they apply for a job opening. Applications will only be accepted when there is an actual job opening. The Town Clerk or designee will be the only location the applications can be returned by the applicant unless the Town Administrator specifies otherwise.

Disqualification

Applicants may be disqualified from further consideration for reasons including, but not limited to the following:

- Failure to possess the minimum qualifications for the position.
- An unsatisfactory employment record with previous employers.
- False statements concerning any material fact on the employment application.
- A history of improper use of illegal drugs or controlled substances.
- Conviction of a felony or misdemeanors, the Town Administrator will make a judgment concerning the applicability to the job.
- Or false or misleading statements or failure to complete and sign the application.

105 HIRING OF RELATIVES

Effective Date:

Revision Date:

A member of an employee's immediate family (spouse, children, step-children, parents, siblings, grandparents, or grandchildren and the immediate family of the spouse) will be considered for employment by the Town, if the applicant possesses all of the qualifications for employment. An immediate family member may not be hired; however if:

1. One spouse or immediate family member would supervise the other or be in a position to exercise authority to appoint, dismiss, or discipline the other spouse or family member;
2. One spouse or immediate family member would audit, verify, receive, or be entrusted with money handled by the other spouse or family member;
3. One spouse or immediate family member would have access to confidential information including payroll and personnel records.

This policy will also be considered when assigning, transferring, or promoting an employee. For purposes of this policy, "immediate family" includes: the employee's spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, niece-in law, nephew-in-law, and any other member of the employee's household.

Employees who marry or become members of the same household may continue employment unless:

1. One spouse or member of the same household would supervise the other or be in a position to exercise authority to appoint, dismiss, or discipline the other spouse.
2. One spouse or member of the same household would audit, verify, receive, or be entrusted with money handled by the other spouse.
3. One spouse or member of the same household has access to confidential information including payroll and personnel records.

Should one of the above situations occur, the Town may attempt to find a suitable position within the Town to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

106 BACKGROUND CHECKS

Effective Date:

Revision Date:

The Town may conduct a background check on any applicant or employee with their signed consent. The background check may consist of prior employment verification, reference checks, education confirmation, criminal background, credit history, or other information, as permitted by law. Third-party services may be hired to perform these checks. All offers of employment and continued employment are contingent upon a satisfactory background check. Refusal to consent to a background check may result in discipline, up to or including termination.

107 ORIENTATION AND TRAINING

Effective Date:

Revision Date:

New employees shall be provided information concerning the Town's pay plan, personnel policies, employee benefits, promotional opportunities, safety and training programs, and other Town policies and programs having a bearing on employment.

It shall be the responsibility of each supervisor to orient, or assure orientation is provided to all new employees in regard to policies, goals, objectives, and job-related policies and programs, and any other matter having a bearing on such person's employment in the department assigned. In general, costs for training sessions approved by the department but not sponsored by the Town and held away from Town facilities will be paid out of individual departmental training budgets.

108 ELIGIBILITY FOR REHIRE

Effective Date:

Revision Date:

The employee's date of hire is their official employment anniversary date. Former employees who left employment with the Town of Silverton in good standing may be considered for rehire. Former employees who resigned without written notice or who were dismissed for disciplinary reasons may not be considered for rehire. A former employee who is rehired will be considered a new employee from the date of re-employment unless the break in service is fewer than three (3) months. If the break in services is fewer than three (3) months, the rehired employee will retain his/her original hire date. Additionally, the rehired employee's accrual rate for Paid Time Off (PTO) will be the same rate as when the employee separated from the Town's employment. Length of service for the purpose of benefits is governed by the terms of each benefit plan. Employees who retire may be eligible, in certain circumstances, to be considered for rehire. Any former employee who is rehired might be required to take a pre-employment drug test.

109 IMMIGRATION LAW COMPLIANCE

Effective Date:

Revision Date:

All employees are required to complete Section 1 of Form I-9 on their first day of employment, and produce, within three business days, acceptable proof of their identity and eligibility to work in the United States. Failure to produce the proper identifying documents within three (3) days will result in termination.

110 INTRODUCTORY PERIOD

Effective Date:

Revision Date:

The employee's first ninety (90) days of employment with the Town are considered an introductory period. During the introductory period the regular full-time employee will accrue PTO but can only be used for national holidays and sick days until the ninety (90) day introductory period is up.

A new hire employee will be in their "introductory period" for the following benefits:

- Ninety (90) days from hire date the regular full-time employee is eligible for Health, Dental, Life Insurance, PTO usage, Kendall Mountain Ski Pass,
- One (1) year from hire date the regular full-time employee is eligible for Retirement/ Short Term Disability/Paid Family Leave/Leave of Absence-Family and Medical Leave. Please see Section 4 of this handbook for more information on Leave Benefits.

A former employee who has been rehired after a separation from the Town of more than one year is considered an introductory employee during their first ninety (90) days following rehire.

112 JOB TRANSFERS

Effective Date:

Revision Date:

The Town aspires to promote qualified internal candidates to fill open positions whenever possible and practical. When job openings occur, current employees are encouraged to apply.

Management reserves the right to place an employee in whatever job it deems useful or necessary. All job transfers, reassignments, promotions, or lateral transfers are at the discretion of the Town Administrator.

113 BUSINESS ETHICS AND CONDUCT

Effective Date:

Revision Date:

The successful operation and reputation of the Town is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The continued success of the Town is dependent upon the public's trust and we are dedicated to preserving that trust. Employees owe a duty to the Town, the Board of Trustees, and the public to act in a way that will merit the continued trust and confidence of all.

The Town will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on high ethical principles, should guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Town Administrator for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Town employee. Disregarding or failing to comply with this standard of business ethics and conduct may lead to disciplinary action, up to and including possible termination of employment. Town employees shall abide by C.R.S. §24-18-104, "Rules of conduct for all public officers, members of the general assembly, local government officials, and employees."

115 JOB OPENINGS

Effective Date:

Revision Date:

Generally, job openings will be posted at Town Hall and disseminated through social media, local newspapers, and/or on the website and normally remain open for 21 days. Each job posting notice will include the dates of the posting period, job title, department, job summary, essential duties, pay range, and qualifications (required skills and abilities). However, the Town reserves its discretionary right to not post a particular opening.

Employees may indicate their interest in open positions and advance within the Town according to their skills and experience. To be eligible to apply for a posted job, employees must have performed competently for at least 365 calendar days in their current position. Employees who have a written warning on file or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should submit a job posting application to the appropriate hiring party or Department Head listing job-related skills and accomplishments. It should also describe how their current experience with the Town and prior work experience and/or education qualifies them for the position.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the Town.

116 OUTSIDE EMPLOYMENT

Effective Date:

Revision Date:

The Town of Silverton shall be the primary employer for all employees for which benefits are being supplied. An employee may be employed in any other business, trade, occupation, or profession while employed by the Town, as long as it is determined that such employment does not bring the Town into disrepute, or conflict with the best interests of the Town or his/her employment and effective performance as a Town employee. Other outside activities, such as volunteer activities, that might similarly distract from an employee's ability to perform his or her job with the Town are also prohibited.

Employees classified as regular full-time or/and exempt must receive prior written approval from their department director or the Town Administrator before engaging in other employment. As the primary employer, the employee must recognize the Town's need for flexibility and changing schedules based upon the demand for services or departmental needs. An employee will not be covered by the Town's workers' compensation insurance while working for another employer or while self-employed unless the employee is required to perform official Town employment activities while engaged in such outside or self-employment. Approval for outside or self-employment as set out in this policy does not authorize an employee on FMLA leave, sick leave, disability leave, administrative leave, worker's compensation leave, or an unpaid leave of absence to engage in any outside or self-employment. Under no circumstances may an employee on FMLA leave, sick leave, disability leave, worker's compensation leave, administrative leave, or unpaid leave of absence engage in outside or self-employment, as defined in this policy, unless expressly authorized in writing by the department director and/or the Town Administrator. For purposes of this policy, outside or self-employment includes a job, activity, or enterprise (including self-employment)

which constitutes a form of employment or business outside the responsibilities of employment with the Town.

SECTION 2: EMPLOYMENT STATUS AND RECORDS

201 EMPLOYMENT CLASSIFICATIONS

Effective Date:

Revision Date:

It is the intent of the Town to clarify the definitions of employment classifications, so employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Town.

Each employee is designated as either *NONEXEMPT* or *EXEMPT* from federal and state wage and hour laws. *NONEXEMPT* employees are entitled to overtime pay under the specific provisions of federal and state laws. *EXEMPT* employees are excluded from specific provisions of federal and state wage and hour laws. An employee's *EXEMPT* or *NONEXEMPT* classification may be changed only upon written notification by the Town Administrator.

In addition to the above categories, each employee will belong to one other employment category, as follows:

REGULAR FULL-TIME employees are those who are regularly scheduled to work a minimum of 36 hours per week, creating the expectation of a four (4) day work week. Generally, they are eligible for the Town's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are regularly scheduled to work less than 36 hours per week. While they do receive all legally mandated benefits (such as Social Security, Sick Leave, and workers' compensation insurance), they are ineligible for most of the Town's other benefit programs.

TEMPORARY OR SEASONAL employees are those who have established an employment relationship with Town but who are assigned to work on a seasonal, temporary, intermittent and/or unpredictable basis. A position is considered to be temporary if it is reasonably expected at the time the position is filled that the position will terminate within a period of months, even though the precise termination date may not be known. A seasonal employee is an employee who is hired to perform duties only during certain specified seasons of the year. While temporary and seasonal employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of the Town's other benefit programs.

NEW HIRE EMPLOYEE except for health insurance requirements (including paid sick leave), does not receive a benefit package until satisfactory completion of six months of employment (introductory period).

202 PERSONAL DATA CHANGES

Effective Date:

Revision Date:

Personnel records, as required by law and deemed essential for efficient operations, will be maintained by the Town of Silverton. Employees are requested to promptly report changes in status as listed below to their department head, supervisor, and the Town Administrator. Personnel files shall be held in strictest confidence unless otherwise notified in writing by the employee.

Change of the following shall be reported:

- Name
- Address
- Telephone Number
- Marital Status
- Emergency Notification Information
- Change in Beneficiary or Dependent Status (This information is required by the Human Resource Department only)

Employee files have restricted access. Employees, their supervisor or manager, or their designated agents, may have access to those personnel files. Employees may request to review their personnel file once per year, and former employees may request to review their file once after termination. If an employee or former employee wishes to review their personnel file, they must submit a written request to the Administrator to do so. Review will take place in the presence of their supervisor or manager or designated management representative at a time that is convenient for both parties. If the employee or former employees wants a copy of the file, they will be responsible for the reasonable costs of duplication.

204 PERFORMANCE EVALUATIONS

Effective Date:

Revision Date:

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, ongoing basis. Formal performance evaluations are generally conducted at the end of an employee's initial period (6 months) in any new position. This introductory period allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations

are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. The performance of all employees is generally evaluated according to an ongoing 12-month cycle. Nothing in this policy should be construed as granting employees a right to an evaluation. Merit-based pay adjustments or bonuses may be awarded by the Town in an effort to recognize outstanding employee performance. The decision to award such an adjustment is dependent upon numerous factors, including, but not limited to, the information documented by this formal performance evaluation process.

All evaluation forms, following completion, shall be signed by the supervisor and the employee, and then forwarded to the Town Administrator for review and approval. The evaluation process permits oral and written responses by the employee being evaluated. Original, signed performance evaluations are filed in the employee's personnel file.

205 SALARY ADMINISTRATION

Effective Date:

Revision Date:

Compensation for every position is determined by several factors, including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers.) The Town periodically reviews its salary administration program and restructures it, as necessary. Merit-based pay adjustments or bonuses may be awarded in conjunction with outstanding employee performance documented by the performance evaluation process, as well as other contributing factors.

Employees should bring their pay-related questions or concerns to the attention of their immediate supervisors, who are responsible for the fair administration of departmental pay practices. The Town Administrator is also available to answer specific questions about the salary administration program.

206 MEDICAL INFORMATION PRIVACY

Effective Date:

Revision Date:

The Town is committed to maintaining and protecting the confidentiality of our employees' personal information in compliance with the Health Insurance Portability and Accountability Act (HIPAA). The Town Clerk is the designated Privacy Officer for all employee medical information.

207 SOCIAL SECURITY NUMBER PRIVACY

Effective Date:

Revision Date:

To protect employees' personal information, Town prohibits the use of employees' Social Security numbers for identification purposes, except as allowed by law. The Town will not:

1. Publicly post or publicly display in any manner an employee's Social Security number. "Publicly post" or "publicly display" means to intentionally communicate or otherwise make available to the general public.
2. Print an employee's Social Security number on any card required for the employee to access products or services provided by the Town.
3. Require an employee to transmit his or her Social Security number over the Internet, unless the connection is secure or the Social Security number is encrypted.
4. Require an employee to use his or her Social Security number to access an Internet web site, unless a password or unique personal identification number or another authentication device is also required to access the Internet web site.
5. Print an employee's Social Security number on any materials that are mailed to the employee, unless state or federal law requires the Social Security number to be on the document to be mailed.

However, Social Security numbers may be included in applications and forms sent by mail, including documents sent as part of an application or enrollment process; or to establish, amend, or terminate an account, contract, or policy; or to confirm the accuracy of the Social Security number.

SECTION 3: BENEFIT PROGRAM

301 EMPLOYEE BENEFITS

Effective Date:

Revision Date:

The Town covers all employees in the manner prescribed by law for Social Security, workers' compensation, and unemployment insurance. Unless noted otherwise in these policies, regular part-time and temporary or seasonal employees are not eligible to receive benefits including insurance, retirement, leave, and paid time off.

Regular-Full Time Employees who **work thirty-six (36) hours a week or more** and are past their introduction period shall receive the following benefits:

1. Membership in the Town's group medical, dental, vision, and life insurance programs; and
2. Membership in the Town's retirement program; and
3. Paid Time Off in accordance with this Handbook;
4. Short Term Disability Leave in accordance with this Handbook;
5. Emergency Services Leave in accordance with this Handbook;
6. Jury Duty Leave in accordance with this Handbook;

7. Military Leave in accordance with this Handbook;
8. Parental Leave in accordance with this Handbook;
9. An individual season pass to Kendall Mountain Ski Area, valid for the employee only.
10. Once reaching five (5) years of employment, medical, dental, vision, and life insurance programs available for spouse/family/children.

In the event the handbook information conflicts with the actual terms and conditions of coverage, the latter governs. For detailed information describing the insurance coverages or to obtain Summary Plan Descriptions, contact the Town Clerk.

302 HEALTH, LIFE, DENTAL, AND VISION INSURANCE

Effective Date:

Revision Date:

Regular full-time employees and their dependents are eligible to participate in the Town's medical, dental, and vision insurance programs on the first day of the month following their introductory period of ninety (90) days and subject to all terms and conditions of the agreement between the Town and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee and his/her qualified dependents for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. The Town reserves the right to change or terminate health plans or other benefits at any time.

New qualifying employees will be eligible for coverage following 90 calendar days. New employees may elect not to be covered, with the permission of the Town, provided the percentage of employees not covered is within the benefit plan specifications.

303 BENEFITS CONTINUED (COBRA)

Effective Date:

Revision Date:

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Town's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. It is the responsibility of the employee to notify the Town Clerk of any

qualifying events stated above in order to comply with the distribution of COBRA notifications for continued coverage.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Town's group rates plus an administration fee. Town provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Town's health insurance plan. The notice contains important information about the employee's rights and obligations.

304 WORKERS' COMPENSATION INSURANCE

Effective Date:

Revision Date:

Employees are covered for employment-related injury or illness by the Colorado Worker's Compensation Act. Under the Act, an employee may receive benefits for missing work as a result of an employment-related injury or illness. Delay in reporting a work-related injury or illness may result in a reduction of benefits under the Act.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately, but no later than seventy-two (72) hours following the accident, no matter how minor an on-the-job injury may appear. Employees shall cooperate in a timely manner with written reports, forms and other requests required by the supervisor, the Board of Trustees or its agents, insurance companies, or other authorities.

If medical treatment is needed, it must be provided from a Town-designated provider. In the event a workers' compensation injury requires time off from work, the employee may, at his/her option, use accrued PTO, Comp Time, or Sick Leave to supplement workers' compensation benefits not to exceed his/her regular salary for the applicable period.

The Town will attempt to reasonably accommodate an employee who is released by his/her physician for modified duty after a workers' compensation injury or illness. Modified duty must be approved by the Town Administrator in coordination with the employee's department head.

305 MODIFIED DUTY/TEMPORARY RE-ASSIGNMENT

Effective Date:

Revision Date:

Modified duty or temporary work reassignment may be considered when a full-time employee is unable to perform his/her regular duties due to a work-related injury or illness. The types of modified duty/temporary job reassignment available may include:

1. Job restructuring by reallocating or redistributing of appropriate job functions, or by altering when and/or how such functions are performed.

2. Reassignment to another, vacant position, if appropriate.
3. Other methods as warranted.

The following conditions must be met by an employee seeking modified duty/temporary reassignment:

1. The employee must provide a WORK STATUS form from the designated physician indicating he/she is unable to perform his/her regularly assigned duties. The form must contain the physician's estimation of the timeframe the condition is expected to exist, and a statement from the physician releasing the employee to return to work for the modified duty/temporary reassignment. Limitations or restrictions shall be specifically documented on the WORK STATUS form by the physician; the physician shall also verify on the form that the modified duty or temporary re-assignment can be performed by the employee and is within the employee's limitations or restrictions.
2. The department head must determine that modified duty/temporary reassignment is available within the department or another department, that the modified duty/temporary reassignment is consistent with the limitations and restrictions indicated by the physician, and that the modified duty/temporary reassignment is not imposing undue hardship on operations. If the reassignment is to a position created as a temporary job, the duration of assignment shall be limited to the temporary period established for the job.

The department head will be responsible for overseeing the modified duty/temporary reassignment and tracking the number of hours worked by the employee each week.

Regular updates from the physician shall be required by the Town during the modified duty/temporary reassignment period. All information from the physician shall be collected and maintained on separate forms in separate medical files and shall be treated as a confidential medical record except as otherwise permitted or required by law.

The modified duty/temporary reassignment shall be evaluated every two weeks by the employee's department head and the Town Administrator, regarding continuation or termination of modified duty/temporary reassignment.

A physician's release authorizing the employee to return to full regular duty shall be required before the employee may be returned to his/her original position. In no way shall modified duty/temporary reassignment confer any continuing right on the employee to occupy the position as modified, or the position to which he/she is temporarily reassigned, or any other position.

An employee who refuses medically authorized modified employment may be subject to reduction or termination of certain workers' compensation benefits as provided by law.

306 LIFE INSURANCE

Effective Date:

Revision Date:

Life insurance offers you and your family important financial protection. The Town provides a basic life insurance plan for regular full-time employees. Additional supplemental and/or dependent life insurance coverage may also be purchased.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between Town and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees.

307 RETIREMENT PLAN

Effective Date:

Revision Date:

The Town provides regular full-time employees a 401(b) Retirement Plan – Based on your salary, the Town contributes a 4% employee match to a 401(b)-retirement plan on your behalf; details are available with the Town Clerk. Complete details of the retirement plans are described in the Summary Plan Description provided to eligible employees

308 SHORT-TERM DISABILITY

Effective Date:

Revision Date:

The Town recognizes that a temporary disability may prevent employees from coming to work for a period of time. In such cases, the Town may grant a temporary disability leave. This leave does not have a minimum or maximum time frame. Rather, the Town will attempt to reasonably accommodate the needs of the employee as well as the needs of the Town. If a leave is granted, any extensions will be subject to the same considerations.

Employees requesting a temporary disability leave must document their request in writing. That request should be accompanied by a doctor's statement identifying how the temporary disability limits the employee's ability to work, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. Should the employee's expected return date change, the employee should notify the Town as soon as possible. Prior to returning to employment with the Town, employees will be required to submit written medical

certification of their ability to work, including any restrictions. Upon returning to work, if employees qualify, they will be reinstated to their former position or one that is substantially the same, depending upon the availability of any position at that time.

The leave will be unpaid, except that employees must use any available paid sick leave concurrently and may choose to use other accrued paid time off concurrently once their sick leave has been exhausted.

308 EDUCATION EXPENSE REIMBURSEMENT

Under this policy, educational assistance is provided to all Regular full-time employees; who have worked for the Town for six (6) months without interruption before enrolling in a course/courses that are included in a degree program; and who are on the payroll upon completion of the course.

However, educational assistance will not or will no longer be provided to any qualified employee who has received a formal warning within three months prior to seeking approval; or has received a received a formal warning at any time after approval has been granted and before the course is completed.

Reimbursement Requirements

Employees who want to take advantage of this program must make a formal request for educational assistance by completing applicable paperwork provided by the Town Administrator. This must be done before starting any coursework for which he or she wants to be reimbursed.

The appropriate Department Head or Town Administrator must authorize any reimbursement, and reimbursement is only permitted for approved degree programs. Reimbursement is also contingent upon the successful completion of the approved course/courses.

Employees must complete any approved coursework on their own time. If that is not possible, accommodations may be made (in our sole discretion), as long as there is no substantial disruption in the routine operations of the employing department.

Approved degree programs/coursework

Approved degree programs and coursework are defined as: Certificate, Associates, Bachelors and Masters degree programs that are business or job related.

Reimbursement will be provided for any required or elective course that is related to an employee's work; or that leads to a business-related or job-related degree. Within this context, the Town Administrator or Department Head reserves the exclusive right to decide whether a degree program or course is business or job related.

Reimbursement Amount

The Town will provide reimbursement for tuition, including required course fees, for all passing grades up to \$1,000 year for undergraduate studies or certificates and \$1,500 per year for graduate and post-graduate studies.

The Town will reimburse the employee directly or render payment to the college/university/certifying agency as long as the employee/student earns the minimum passing grade or better.

For the purposes of this policy, a passing grade is defined as an "A," "B," or "C" for undergraduate classes, and at least a "B" for graduate classes. If the course is a "Pass/Fail," a "Pass" is acceptable.

For the purposes of this policy, the Town will also recognize the numerical equivalents of a letter grade may be accepted instead of a letter grade. However, the Town will only do so as long as the college/university provides official verification verifies that any such grade is equivalent to a letter grade.

The Town will not provide any reimbursement if an employee withdraws from an approved course or if the approved course is canceled. Furthermore, the employee must promptly inform the Department Head and/or Town Administrator if they withdraw from an approved course or if the course is canceled.

If the employee receives an incomplete in a course, the employee will have until the end of the following semester to remedy the matter by meeting any and all requirements. Failure to do so will preclude the employee from participating in the tuition reimbursement plan and he or she must repay the company for any advance payments received.

Application for approval

To secure approval for the educational assistance provided per this policy, the employee must complete and return the applicable form to the Town Administrator. Provided the course is approved, this form will also serve as a request for payment form upon successful completion of the course.

How to request reimbursement

Upon successful completion of an approved course, the employee should submit a copy of the applicable form to the Town Administrator. The employee should also provide an official transcript of grades received and proof of payment. Examples of the latter include either a bursar's receipt or a copy of a canceled check (front and back).

Professional training and development

From time to time, it may be necessary for one or more employees to take work-related training courses that are separate from a degree program. Because this benefits both the

employee/employees and the Town, the Town will provide reimbursement for certain expenses as set forth below.

Eligibility:

- a) The recipient(s) must work at the company.
- b) Training may occur any time, even during the probationary period.
- c) The employee(s) must have prior written approval from their supervisor/manager/department head.
- d) The employee(s) must be required to attend classes and seminars paid for by the company.

Reimbursement will be provided for:

- a) Any tuition and/or applicable registration fees.
- b) Books and supplies.
- c) Any applicable travel mileage

SECTION 4: LEAVE

401 PAID TIME OFF (PTO)

Effective Date:

Revision Date:

Paid Time Off (PTO) is an all-purpose time-off policy for eligible employees to use for vacation, illness or injury, and personal business. It combines traditional vacation and sick leave plans into one flexible, paid time-off policy. PTO is a benefit by the employer and carries no entitlement.

Regular full-time employees begin to accrue PTO on their date of hire and can utilize their PTO after the introductory period, with the exception of use for Federal Holidays, in increments of no less than one-half hour subject to supervisory approval and accrual. In no event may PTO be used in advance of accrual. It is the responsibility of the Department Head or the designee to determine when and in what amount the leave may be granted. PTO shall be coordinated in advance with the employee's supervisor.

Regular full-time employees shall accrue the following amount of PTO on an annual basis. PTO accruals shall increase to the next level beginning with the pay period that includes the employee's appropriate anniversary date. Regular full-time employees are eligible for an annual end of the year PTO Payout up to a certain number of hours as demonstrated below. To be eligible for a PTO Payout the Regular full-time exempt employee will be required to have worked for the town for at least 1 year. PTO Payout requests can be submitted in November for payout in January of the following year.

Years of Service	PTO Hours for Regular Full-Time Employees	Accrual Rate	PTO Payout at End of Year Full-Time Exempt Employees
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1-5	260 hours annually	10 hours/pay period	Up to 40 hours (must have 80 hours remaining in PTO bank)
6-10	286 hours annually	11 hours/pay period	Up to 45 hours (must have 80 hours remaining in PTO bank)
11-15	312 hours annually	12 hours/pay period	Up to 50 hours (must have 80 hours remaining in PTO bank)
15-20	338 hours annually	13 hours/pay period	Up to 55 hours (must have 80 hours remaining in PTO bank)
20+	364 hours annually	14 hours/pay period	Up to 60 hours (must have 80 hours remaining in PTO bank)

Part-time employees accrue 1 hour of PTO for every 30 hours worked with annual maximum of 30 hours. Part-time employees are eligible to use their PTO as it accrues. Part-time employees will not be paid out for their unused PTO balance upon separation.

Seasonal and temporary employees are not eligible for PTO.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn PTO (exempt and nonexempt regular full-time employees begin accruing upon hire). An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As an additional condition of eligibility for PTO, an employee on an extended absence for illness or injury must apply for any other available compensation and benefits, such as workers' compensation. PTO will be used to supplement any payments an employee is eligible to receive from state disability insurance, workers' compensation, or Town-provided disability insurance programs. The combination of any such disability payments and PTO cannot exceed the employee's normal weekly earnings.

The maximum PTO an employee may accumulate is based on the number of years they have worked for the Town and is outlined in the table in this section. When an employee reaches their maximum hours of accrued but unused PTO, the employee will cease to accrue PTO until the employee uses PTO and brings the available amount below the cap hours.

Upon separation of employment, full-time regular exempt and nonexempt employees will be paid for unused PTO earned through the last day of work not to exceed 364 hours, paid out hour-for-hour at the employee's pay rate for the previous year.

PTO Shared Leave

Shared leave is a voluntary donation program that allows employees to support one another in a specific time of need (medical emergency). Benefit eligible employees, based on FTE, that have exhausted all available leave (PTO and Family Medical Leave) may be able to obtain additional paid time from a pool of donated leave.

A medical emergency is defined as an extreme or life-threatening personal illness or injury, or care for a spouse, child, or parent who is experiencing an extreme or life-threatening illness or injury that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available, apart from the leave sharing plan. Medical verification of the underlying condition is required at application with the potential of ongoing verification. To apply for shared leave, an employee must be eligible to receive a PTO benefit, be in good standing, past the initial 90-day introduction period, exhausted all leave time, and have a qualifying medical emergency as defined above.

Shared leave awarded cannot exceed a total of 30 days in a calendar year. Donation of unused PTO by eligible employees must be in increments of 2 hours or more and can be made at any time. No employee may donate more than half of their awarded PTO in a calendar year. The Town does not match time donated to the shared leave program. Donations to the shared leave bank are not tax deductible.

402 HOLIDAYS

Effective Date:

Revision Date:

Employees who are regularly off on scheduled holidays shall have each such holiday leave charged against Paid Time Off. Holidays that shall be charged against Paid Time Off, except any holiday(s) actually worked, shall be as follows:

- A. New Year's Day, first day of January;
- B. Martin Luther King Day, the third Monday of January;
- C. President's Day, the third Monday of February;
- D. Memorial Day, the last Monday of May;
- E. Juneteenth National Independence Day, the nineteenth day of June;
- F. Independence Day, the fourth day of July;
- G. Labor Day, the first Monday of September;
- H. Indigenous People's Day, the second Monday of October;
- I. Veterans Day, the eleventh day of November;
- J. Thanksgiving Day, the fourth Thursday of November;
- K. The Day after Thanksgiving;
- L. One-half day on Christmas Eve Day, the twenty fourth of December;
- M. Christmas Day, the twenty-fifth day of December; and
- N. One half Day on New Year's Eve Day.

When a holiday, as listed above, falls on a Saturday, the holiday shall be observed on the preceding Friday; if a holiday falls on a Sunday, the holiday shall be observed on the following Monday. All employees who are entitled to Paid Time Off shall charge eight (8) hours of leave against their accrued Paid Time Off. Employees who are eligible for PTO and required to work on a Town holiday, shall be paid for hours actually worked on the holiday, and the employee shall charge the difference between a normal eight-hour day and the hours actually worked on the holiday against PTO. If an employee works 8 hours or more on a holiday, the employee shall be paid for all hours actually worked and remaining holiday hours shall be charged against the employee's accrued PTO.

Kendall Mountain Recreation Area employees, to attract workers over the holidays, will be paid at 1.5 regular rate during hours worked on Christmas Eve, Christmas Day, and New Year's Day.

403 UNSCHEDULED PAID TIME OFF (PTO)

Effective Date:

Revision Date:

Unscheduled PTO should be requested as soon as an employee knows that illness or any other emergency will require absence from work, preferably one day in advance. An employee shall personally communicate this fact to the supervisor or his/her designee, as early as reasonably required by the individual department. Such notification shall be made each time a scheduled work shift will be missed unless authorization has been granted by the supervisor for a prolonged absence of a specified duration. Absences not reported in accordance with these provisions may be subject to disciplinary action.

Verification of Need for Unscheduled PTO

The employee may be required to furnish medical verification, or other proof that any unscheduled use of PTO was unavoidable, to his/her Department Head or the Town Administrator. In the case of any unscheduled use of PTO due to personal illness or injury, the Town may require, at the expense of the employee, medical confirmation that the employee is fit to return to work.

Excessive Use of Unscheduled PTO

The unscheduled use of PTO, which is considered excessive by the Town, may be subject to discipline. Abuse of unscheduled leave may be subject to disciplinary action up to and including discharge. Excessive use of unscheduled PTO shall be documented to the employee's personnel file and will reflect negatively on the employee evaluation. All consecutive workday absences shall be considered as one occasion for the purpose of this policy.

404 EXTRA LEAVE DURING A PUBLIC HEALTH EMERGENCY

Effective Date:

Revision Date:

In compliance with the Colorado Healthy Families and Workplaces Act (S.B. 20-205), during a public health emergency, the Town will provide additional hours so that an employee has 80 hours total (or a prorated amount based on their schedule), including their accrued PTO, that they may use to do any of the following:

1. Self-isolate because they have symptoms of or have been diagnosed with the communicable illness that caused the public health emergency (the illness)
2. Seek a medical diagnosis, care (including preventive care), or treatment because they are experiencing symptoms of the illness
3. Be excluded from work (by the Town or a governmental health official) because they were exposed to or have symptoms of the illness
4. Stay out of work because they have a health condition that may increase susceptibility to or risk of the illness
5. Care for their family member in #1, 2, or 3 above, or whose school, childcare provider, or other care provider is unavailable, closed, or providing remote instruction because of the public health emergency

For purposes of the extra public health emergency leave, family member means the employee's child, a person for whom the employee is responsible for providing or arranging health- or safety-related care, or a person related by blood, marriage, civil union, or adoption.

Employees may use this additional sick leave until four (4) weeks after the end of the public health emergency. Documentation is not required for use of public health emergency leave, but misuse will result in discipline, up to and including termination.

405 PAID FAMILY LEAVE

Effective Date:

Revision Date:

Only employees designated as regular full-time employees are eligible for paid family leave after twelve (12) months of regular Town employment. Any time as a temporary or seasonal employee does not count toward the twelve (12) months requirement for family leave. Family leave is available for a maximum of eighty (80) regularly scheduled work hours.

An eligible employee may take family leave for one or more of the following reasons:

- a. Father's attendance at the birth of his child
- b. Parent's care of a newborn after the birth of his or her child
- c. Placement of a son or daughter with the employee for adoption or foster care
- d. To care for an immediate family member who has a serious health condition, as defined by the Family Medical Leave Act

For purposes of this policy, an employee's "immediate family" includes his or her spouse, children, parent, grandparents, grandchildren or siblings, and the parents, siblings, or children of the employee's spouse.

An employee will receive 50% of normal salary during the regularly scheduled work hours of family leave. After the onset of the 60% family leave benefit, remaining PTO, Sick Leave, and compensatory time may be used to supplement the family leave benefit to equal an employee's regular pay during the family leave or extend the paid family leave with prior supervisor approval.

The Town will continue its normal Social Security contributions, if applicable, normal retirement contributions, and insurance contributions, from both the Town and the employee during the family leave period. While off work during family leave, an employee will not accrue PTO.

406 LEAVE OF ABSENCE- FAMILY MEDICAL LEAVE

Effective Date:

Revision Date:

Employees may be eligible for unpaid leave per year for the following reasons:

- a. To care for the employee's spouse, domestic, or civil union partner, son or daughter, or parent, who has a serious health condition.
- b. Serious health condition that makes the employee unable to perform the essential functions of his or her position.
- c. Because of a serious injury or illness incurred in the line of duty of employee's spouse, son, daughter, parent, or next of kin who is a current member of the Armed Forces, including a member of the National Guard or Reserves.

Eligibility for Leave

Eligibility for leave is as follows:

- a. Any employee who has been employed by the Town at least 12 months and has worked at least 1,250 hours during the 12 months preceding the commencement of leave of absence is eligible for Leave if certain conditions are met.
- b. Employees who return to work from Leave will be returned to their same job or an equivalent position. Certain highly compensated employees (key employees) may have limited reinstatement rights.
- c. If the necessity for leave is foreseeable, the employee must notify his supervisor of the request for leave 30 days prior to the first day of leave, or as soon as is practicable. If the leave is foreseeable based on a planned medical leave, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt departmental operations. If the leave is unforeseeable, the employee is expected to give notice to

- the employer of the need for Leave as soon as practicable under the circumstances, i.e., within one or two working days.
- d. An employee requesting leave must complete a Leave Request Form, stating the reason for the leave, the starting date, and the planned date of return to work. Medical certification is required for any serious health condition and must specify the work restrictions and the duration of the work restriction. For leaves stemming from the medical condition of a family member, the medical statement must specify that the employee is needed to care for the family member. The Town may require second and third medical opinions at the Town's expense.
 - e. Employees who intend to take a Leave of Absence must give at least thirty (30) days' notice when circumstances permit. When advance notice is not possible, an employee needing leave must call his or her supervisor to report an absence from work, as practicable.

Definition of a Serious Health Condition

A serious health conditions is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.

Leave Duration

Each eligible employee may be granted medical and/or family leave for up to 12 weeks during a 12-month period. The 12-month period is measured forward from the date an employee's first Leave begins. In cases in which both spouses or civil union partners who both work for the Town, the spouses are limited to an aggregate of 12 weeks of leave during this 12-month period unless the leave is necessitated by the serious health condition of the employee or that of the employee's spouse or child.

Employees will be required to use all accrued compensatory time, or PTO at the beginning of any Leave, except that the employee may retain a balance of 8 hours of PTO leave. Employees shall be paid on leave while they are using accrued PTO, or compensatory time. After all accrued time is used, Family and Medical Leave shall be unpaid.

Benefits During Leave

If an employee is on the Town's health plan, the benefits continue while on Leave. Employees must continue to pay their portion of any insurance premiums while on leave. As with other types of unpaid leave, PTO and holiday leave will not accrue when an employee is on unpaid status. Bereavement leave or jury duty pay are not granted if on unpaid leave. However, employment benefits accrued by the employee up to the day on which Family and Medical leave of absence begins are not lost.

In the event that the employee fails to return from Leave, the employee may be liable for the premiums paid by the Town to maintain insurance coverage unless:

- a. The employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or
- b. The failure to return stems from circumstances beyond the control of the employee.

Return from Leave

An employee on leave is required to report periodically on their status and intent to report to work. An employee returning from leave will be reinstated to the same or an equivalent position when possible. Certain highly compensated employees may have limited reinstatement rights. Medical certification is required verifying an employee's ability to return to work from medical leave. Failure to return to work on the day after the expiration of leave will normally result in separation of employment.

Reduced Work Schedule/Intermittent Leave

In a limited circumstance as described below, an employee who is eligible for Leave may request and be permitted to work on a reduced schedule or receive periodic time off from work. The Town reserves the right to temporarily transfer the employee to a comparable position that better accommodates the employee's recurring periods of leave. The Town may review the individual circumstances involved in considering a reduced schedule or intermittent leave requests. The Town may take into account the needs of the employee's department, the employee's length of service, and the employee's duties, workload and job performance in making such decisions. Any time off permitted, based on a reduced work schedule or intermittent leave, will be treated in the same manner as other absences under the family and medical leave policy and such absences will be applied against the leave permitted under this policy.

407 MILITARY LEAVE

Effective Date:

Revision Date:

If employees are on an extended military leave of absence, they are entitled to be restored to their previously held position or similar position, if available, without loss of any rights, privileges or benefits provided the employee meets the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. In certain

circumstances, a letter from the employee's commanding officer may be requested to establish the dates of duty.

408 VOLUNTEER FIREFIGHTER LEAVE

Effective Date:

Revision Date:

An employee who is a volunteer firefighter and who takes time off work because they have responded to an emergency summons will be granted up to fifteen (15) days per year of unpaid leave for this purpose, so long as the employee provides the Town with a written statement from the chief of their department that their absence was due to such response.

409 JURY SERVICE LEAVE

Effective Date:

Revision Date:

If an employee is summoned to report for jury duty, they will be granted a leave of absence when the employee notifies and submits a copy of the original summons for jury duty to their supervisor or manager. The Town reserves the right to request that they seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Town.

Any fees received for jury duty, including travel fees, are to be retained by the employee. Employees are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service must be certified by the court and filed with the Town no later than Wednesday of the following week.

Regular employees (including temporary, part-time, and casual employees who have a determined schedule) who serve on a jury will be paid their regular wages, up to \$50 per day for the first three (3) days of juror service. Exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA) requirements.

410 WITNESS LEAVE

Effective Date:

Revision Date:

Employees who need to attend court as a witness, to appear with a minor, or because they are the victim in a criminal case, will be granted leave in order to appear in court. The Town may require proof of the need for leave. This leave is unpaid, though employees will be allowed to use accrued paid time off, if any is available. Exempt employees will be paid in accordance with the Fair Labor Standards Act.

411 VOTING LEAVE

Effective Date:

Revision Date:

If employees do not have (3) three consecutive nonworking hours before or after their shift while the polls are open, they will be granted two hours off for voting while polls are open on Election Day. This leave will be paid at the employee's regular rate of pay.

To receive this leave, employees must apply for voting leave prior to Election Day. The Town may specify the hours of time off, but employees who request it are entitled to take the two hours at the beginning or at the end of their work shifts.

412 CRIME VICTIM LEAVE

Effective Date:

Revision Date:

An employee who is the victim of a crime, or the immediate family member of a crime victim, will be granted an unpaid leave of absence in order to respond to a subpoena or to assist in the preparation for a criminal proceeding.

413 BEREAVEMENT LEAVE

Effective Date:

Revision Date:

A regular employee of the Town may request a leave of absence with pay for a maximum of seven (7) working days upon the death of a member of their immediate family. Members of the immediate family are defined as parents, spouse, domestic partner, child, sibling, grandchild, parent-in-law, and corresponding step-relatives. Proof of the need for leave may be required.

414 NURSING MOTHERS

Effective Date:

Revision Date:

The Town will provide a private space and time will be permitted for nursing mothers to express milk during the workday. Employees requiring this accommodation should contact the Town Clerk.

SECTION 5: TIME KEEPING/PAYROLL/WORK HOURS

501 PAY PERIODS

Effective Date:

Revision Date:

The standard seven-day payroll workweek for the Town will begin at 12:00 a.m. Sunday. The designated pay period for all employees is bi-weekly. Pay days are every other Friday. Except as otherwise provided, if any date of paycheck distribution falls on a holiday, employees will be paid on the preceding scheduled workday.

502 TIMEKEEPING

Effective Date:

Revision Date:

All non-exempt employees are required to use the timekeeping system to record their hours worked. For the purpose of this policy, all forms of timekeeping will be referred to as clocking in or out.

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the Town to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Overtime work must always be approved before it is performed.

Employees should submit their time record by no later than 9:00 am on the Monday prior to a scheduled payday in order to allow department heads time to review and approve them for submission to Payroll by close of business.

An employee certifies that the time report is accurate when they submit their time record to their supervisor. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment

Non-exempt employees are not permitted to work unscheduled time without prior authorization from their manager. This includes clocking in early, clocking out late, or working through scheduled break or lunch periods.

503 OVERTIME

Effective Date:

Revision Date:

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments, or the Town may require employees to work overtime. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on

sick leave, PTO, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

For all non-exempt employees, overtime is defined as authorized hours worked in excess of:

- a. Forty (40) hours in a seven (7) day week; or
- b. Eighty (80) hours within a Fourteen (14)-day work period for sworn law enforcement officers.

Regular full-time exempt and regular part-time employees may receive Compensatory Time or in emergency situations (chairlift break, water main break, etc.) an exempt employee can request overtime paid at 1.5 the regular rate from the Town Administrator for the specific emergency.

Seasonal employees are paid overtime at a rate of one and one-half times their hourly rate.

Employees who work overtime without receiving prior authorization from the supervisor may be subject to disciplinary action, up to and including possible termination of employment.

504 COMPENSATORY TIME

Effective Date:

Revision Date:

Exempt Employees

An employee in an exempt position is being paid to perform work which may not necessarily be completed in his or her normal work week and is therefore not entitled to overtime compensate. For exempt employees, work hours include attendance at regularly scheduled meetings or events related to an employee's position as determined by the Town Administrator. Compensatory time may be accrued on an hour for hour basis.

When an exempt employee is engaged in a project which specifically requires overtime work to accommodate a number of meetings outside of normal working hours, or to meet unavoidable deadlines, scheduling constraints imposed upon the Town, or other compelling cause, the Town Administrator may authorize a flexible work schedule for that employee, when possible, to reduce the number of extra hours required.

Accumulated Compensatory Time

Exempt employees shall be allowed to accumulate **no more than 60 hours of unused compensatory time**. Any exempt employee may be directed to use accrued but unused compensatory time where he or she has accumulated the maximum permissible number of hours or, in the alternative, the employee may be precluded from earning additional compensatory time until hours are used. The Town Administrator may, depending on

available revenues, reimburse employees for accrued but unused compensatory time over 40 hours at the employee's regular rate in effect when earned. Exempt employees shall use compensatory time accrued within sixty (60) days of earning it whenever possible.

Upon separation from employment or retirement, unused compensatory time will be paid for accrued but unused compensatory time at the higher of the employee's final regular rate of pay or the average regular rate during his or her last three years of employment.

505 PAYROLL DEDUCTIONS AND SETOFFS

Effective Date:

Revision Date:

The law requires the Town make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Town also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base". The Town matches the amount of Social Security taxes paid by each employee.

The Town offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. Pay setoffs are pay deductions taken by the Town, usually to help pay off a debt or obligation to the Town or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, contact the Department Head or Town Administrator.

In addition, it is the policy of the Town to comply with the salary basis requirements of the FLSA for exempt employees. The Town prohibits all managers from making any improper deduction from the salary of an exempt employee in violation of the FLSA. That means that deductions may be made from an exempt employee's pay (leave without pay) when an exempt employee is absent from work for personal reasons, including sickness or disability, and does not have any remaining accrued PTO, or for unpaid disciplinary suspensions imposed by the Town in good faith for workplace conduct rule infractions. If an exempt employee believes an improper deduction has been made to his or her salary, this information should be reported to the Town Administrator. Reports of improper deductions will be promptly investigated and if it is determined an improper deduction has occurred, the employee will be promptly reimbursed.

506 PAY ADJUSTMENTS, PROMOTIONS AND DEMOTIONS

Effective Date:

Revision Date:

All pay increases are based upon merit, market factors, and the profitability of the Town. There may not be an automatic annual cost of living or salary adjustment. Employee pay also may be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers, or adverse business economic conditions. Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If demotion occurs, employees will maintain their seniority with the Town.

507 WORK ASSIGNMENTS

Effective Date:

Revision Date:

On occasion employees may be required to perform duties that are not part of their job description or usual tasks. This may happen because a co-worker is absent, a position is temporarily vacant, the business or department is particularly busy, or for other reasons. Employees are expected to perform these additional duties in a timely fashion and to the best of their ability. Should questions about process or procedure arise, employees should speak with their manager. Unless informed otherwise, employees will be paid at their regular rate of pay.

509 EXPENSE REIMBURSEMENT

Effective Date:

Revision Date:

The Town will cover all reasonable, business-related expenses. Any cost that does not fall within the guidelines below must be approved by the appropriate manager *before* the expense is incurred. Employees may not be reimbursed for expenses that were not approved in advance and are deemed unnecessary or extravagant.

The following types of expenses may be reimbursable under this policy:

- a. Lodging*
- b. Travel expenses including airfare, reasonable airline luggage fees, train fare, bus, taxi, and related tips*
- c. Meals, including tips up to 20%*
- d. Car rental, parking fees, and tolls*
- e. Mileage on a personal vehicle at the current IRS reimbursement rate*
- f. Conference and convention fees*

The following expenses are examples of expenses not reimbursable under this policy:

- a. Airline club dues*
- b. Traffic fines*
- c. Tips in excess of 20%*
- d. In-flight movies, mini-bar expenses, and other forms of personal entertainment*

e. First-class airfare

No policy can anticipate every situation that might give rise to legitimate business expenses. Reasonable and necessary expenses not listed above may be reimbursable. When prior approval is required, managers should use their best judgment to determine if an unlisted expense is reimbursable under this policy.

Credit Cards

Town-issued credit cards are to be used for purchases on behalf of the Town and for any travel expenses incurred while traveling on Town business only. At no time may an employee use a Town credit card for purchases intended for personal use; such expenses will require that the Town be reimbursed and may lead to revocation of credit card privileges and other discipline. Credit card expenses require the same reimbursement documentation as other expenses.

Documentation

Requests for reimbursement of business expenses must be submitted to the Town Clerk. In order to comply with IRS regulations, all business expenses be supported with adequate records; employees are responsible for keeping these records as expenses are incurred. These records must include:

- a. The amount of the expenditure*
- b. The time and place of the expenditure*
- c. The business purpose of the expenditure*
- d. The names and the business relationships of individuals for whom the expenditures were made*

Requests for reimbursement lacking this information will not be processed and will be returned to the employee. While original receipts are preferred for all expenses, they are required for those greater than \$25.00. Requests for exceptions to this policy should explain why the exception is necessary and be approved by management.

Approvals

Expense reimbursement forms, together with required documentation, must be submitted to the employee's manager for review and approval. Once the expense reimbursement has been approved, it should be submitted for processing no more than 30 days after the expenses occurred. The Town Clerk is responsible for ensuring that the expense report have been filled out correctly with the required documentation and that the expenses submitted are allowable under this policy.

510 ADVANCES AND LOANS

Effective Date:

Revision Date:

The Town does not give advances or loans to employees.

511 ADMINISTRATIVE PAY CORRECTIONS

Effective Date:

Revision Date:

The Town takes all reasonable steps to ensure employees receive the correct amount of pay in each paycheck and employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Department Head and/or the Town Administrator so corrections can be made as quickly as possible.

SECTION 6: WORK CONDITIONS

601 SAFETY

Effective Date:

Revision Date:

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the Town follows an established workplace safety program as provided by the Town Insurance Provider. This program is a top priority for the Town. The Town Administrator and Department Heads have the responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The Town provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Town Administrator. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Town Clerk or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

602 INJURY AND ACCIDENT RESPONSE AND REPORTING

Effective Date:

Revision Date:

If an employee is injured or witnesses an injury at work, they must report it immediately to the nearest available manager. Employees should render any assistance requested by that manager. When any accident, injury, or illness occurs while an employee is at work, regardless of the nature or severity, the employee must complete an injury reporting form and return it to the Town Clerk as soon as possible. Reporting should not be allowed to delay necessary medical attention. Once the accident is reported, follow-up will be handled by the Town Clerk or the designated Safety Officer, including a determination as to whether the injured employee may return to work.

Questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials.

In addition to compliance with safety measures imposed by federal Occupational Safety and Health Act (OSHA) and state law, the Town has an independent interest in making its facilities a safe and healthy place to work. The Town recognizes that employees may be in a position to notice dangerous conditions and practices and therefore encourages employees to report such conditions, as well as non-functioning or hazardous equipment, to a manager immediately. Appropriate remedial measures will be taken when possible and appropriate. Employees will not be retaliated or discriminated against for reporting of accidents, injuries, or illnesses, filing of safety-related complaints, or requesting to see injury and illness logs.

603 WORKERS' COMPENSATION

Effective Date:

Revision Date:

The Town carries insurance that covers work-related injuries and illnesses. The workers' compensation insurance carrier governs the benefits provided. These benefits will not be limited, expanded, or modified by any statements of Town personnel or Town documents. In the case of any discrepancy, the insurance carrier's documents will control.

604 WORK SCHEDULES

Effective Date:

Revision Date:

The normal work schedule for all general employees is 8 hours a day, 5 days a week, Monday thru Friday from 8:00 am to 5:00 pm. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved.

However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

605 OFF-THE-CLOCK WORK

Effective Date:

Revision Date:

Non-exempt employees must accurately record all time worked, regardless of when and where the work is performed. Off-the-clock work (doing work that is not reported in the timekeeping system) is prohibited. No member of management may request, require, or authorize non-exempt employees to perform work without compensation. Any possible violations should be reported promptly to a member of management.

606 SMOKING AND VAPING

Effective Date:

Revision Date:

Smoking, vaping, and use of chew are not permitted in any Town buildings, work sites, or vehicles. Employees wishing to engage in these activities may do so during their designated break times, outside of Town buildings, in designated areas (or off the property if no area is designated), and in accordance with local ordinances.

607 REST AND MEAL PERIODS

Effective Date:

Revision Date:

Each workday, full-time nonexempt employees are provided with 2 rest periods of 15 minutes in length. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

All full-time regular employees are provided with one meal period of 60 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

608 USE OF EQUIPMENT AND VEHICLES

Effective Date:

Revision Date:

Town vehicles may be used only for the purposes and in the manner authorized by the Town Administrator. Only authorized, qualified, and licensed employees may operate Town vehicles. Only authorized Town employees and other persons may ride as passengers in Town vehicles. All vehicles shall be operated in accordance with all applicable traffic laws, and vehicle operators shall be responsible for the condition and proper use of the vehicles. When using equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees shall notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Equipment or vehicle accidents, with or without injury or damage, must be reported to the supervisor or Town Clerk immediately on appropriate forms.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Seat belts must be used at all times while operating a Town vehicle.

609 INCLEMENT WEATHER OR OUTAGES

Effective Date:

Revision Date:

This policy establishes guidelines for Town operations during periods of extreme weather and similar emergencies. The Town will remain open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. However, the Town does not advise employees to take unwarranted risks when traveling to work in the event of inclement weather or other emergencies. Each employee should exercise their best judgment with regard to road conditions and other safety concerns.

Designation of Emergency Closing

Only by the authorization of designated managers will the Town cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of the Department Heads or Town Administrator to release employees. Employees will generally be expected to remain at work until the appointed closing time.

Procedures during Closings

If weather or traveling conditions delay or prevent an employee's reporting to work, their immediate supervisor should be notified as soon as possible. If possible, such notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail message or message with another employee is acceptable.

An employee who is unable to report to work may use any accrued time off or take the day off without pay.

Pay and Leave Practices

When a partial or full-day closing is authorized by Town Administrator or Department Head, the following pay and paid leave practices apply:

Non-exempt hourly employees will be sent home for partial days with the option of using paid time off for the remainder of the day or asked to work from home. If paid time off is not available, employees will be excused from work without pay and without disciplinary action.

Exempt employees will be expected to continue work from home if their job duties allow. The Town will pay the exempt employee's regular salary regardless, as outlined in the Payroll Deductions policy.

Exempt and non-exempt employees already scheduled to be off during emergency closings are charged such leave as was scheduled.

Other Work Options

Supervisors may approve requests for employees to temporarily work from home, if doing so allows completion of work assignments.

610 CELLULAR TELEPHONES

Effective Date:

Revision Date:

The Town may require some employees, based on the employee's job requirements, to carry cellular telephones. Upon the recommendation of the department head and approval of the Town Administrator, employees determined to have a business need for a cellular telephone will be provided a cellular telephone paid for and provided by the Town ("Town-owned").

The business need for a cellular telephone may be withdrawn at any time at the discretion of the Town Administrator, Department Head, or his/her designee.

A Town-owned cellular telephone must be secured and its whereabouts known at all times by the employee. All Town-owned cellular telephones are the property of the Town of Silverton. Upon leaving a Town position, all Town-owned cellular phones and related equipment must be returned to the Town. Failure to return such telephone and equipment to the Town may result in the cost of the telephone and the equipment being charged against the final monies due to the employee or other collection action by the Town.

Town-owned cellular telephones are the responsibility of the employee. Employees must notify their supervisor immediately of any problems with their assigned cellular telephone or

related equipment, including loss, theft, or damage. A copy of the Town Incident report must accompany a replacement request due to loss. A copy of the police report must accompany a replacement request due to theft. Employees may be financially responsible for the assigned cellular telephone if:

- a. It is lost or damaged while in the care of employee, as a result of the employee's negligence.
- b. It is not returned by an employee within the specified period of time or is damaged upon its return.
- c. It is damaged due to failure to adhere to maintenance or operational policies.

Town-owned cellular phones may not be used at any time in violation of state or federal laws, or Town and Departmental policies, procedures, work rules, etc. The use of Town-owned cellular telephones to transmit or receive inappropriate communication is strictly prohibited and may result in disciplinary action. Inappropriate communication includes, but is not limited to: discriminatory, hostile, suggestive, obscene, harassing, or otherwise unsuitable language and content.

Town-owned cellular telephones are intended for business-related calls only and personal calls are not permitted. Cellular telephone invoices may be regularly monitored. Personal calls that create an added expense for the Town shall be fully reimbursed to the Town. Users may be requested to justify any or all calls on a Town-owned cellular telephone.

Employees are hereby notified that their communications via Town-owned cellular telephones are not private. Bills, text messages, photographs, call logs, and other communications on Town-owned cellular telephones are subject to potential disclosure pursuant to the Colorado Open Records Act, Colorado Revised Statutes §§24-6-101 et seq. ("CORA")

Employee-owned Cellular Telephones

Employees are hereby notified that their Town communications via Employee-owned cellular telephones may not be private. Bills and other communications regarding Employee-owned cellular telephones may be subject to potential disclosure pursuant to CORA. If the Town receives a CORA request that concerns an Employee-owned cellular telephone, the Town will request the employee to provide such information to the Town. The employee is solely responsible for any expenses related to producing those records including the cost of any attorney fees to defend or otherwise prevent release of the records.

Using Cellular Telephones/Handheld Devices While Driving

Except in emergency situations, employees are prohibited from using handheld cellular telephones or other handheld devices to conduct business while driving a motor vehicle or operating motorized equipment. The employee should safely pull off the road and come to a

complete stop before texting, dialing or talking on the cellular telephone or another handheld device. Employees may utilize a hands-free device to use a cellular telephone so long as such use does not interfere with the safe operation of a motor vehicle or motorized equipment.

611 COMPUTER AND EMAIL USAGE

Effective Date:

Revision Date:

Computers, computer files, the email system, and software furnished to employees are Town property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

The Town strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Users of Town computers and e-mail systems are responsible for their appropriate use. All illegal and improper uses of the e-mail system, including but not limited to pornography, obscenity, harassment, solicitation, gambling and violating copyright or intellectual property rights are prohibited. In addition, use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale is prohibited. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. Use of the computers and e-mail system for which the Town will incur an expense without express permission of a supervisor is prohibited.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other nonbusiness matters.

The Town purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Town does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Town prohibits the illegal duplication of software and its related documentation.

Electronic messages are not for private or confidential matters. Because there is no guarantee of privacy or confidentiality, other avenues of communication should be used for such matters.

In order to keep Town e-mail and computer systems secure, users shall not leave the terminal signed on when unattended and shall not leave their password available in an obvious place

near the terminal or share their password with anyone except the e-mail system administrator.

Electronic messages are not private. The Town retains the right to monitor, review, store and disclose all information sent over the Town e-mail system at any time for any reason, without notice to the employee.

Except as provided herein, Town employees are prohibited from accessing another employee's e-mail without the express consent of the employee. All Town employees are advised that e-mail messages can be retrieved even if they have been deleted and that statements made in e-mail communications can form the basis of various legal claims against the individual author or the Town.

E-mail sent or received by the Town or the Board of Trustees and employees may be considered a public record subject to public disclosure or inspection under CORA.

Town employees shall be subject to disciplinary action, including termination, for violation of this guideline and regulation.

Employees should notify their department head, the Town Clerk or the Town Administrator upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

612 INTERNET USAGE

Effective Date:

Revision Date:

Internet access to global electronic information resources is provided by the Town to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the Town and, as such, is subject to disclosure under CORA. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of the Town. As such, the Town reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or another person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by the Town in violation of law or Town policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- a. Sending or posting discriminatory, harassing, or threatening messages or images
- b. Using the organization's time and resources for personal gain
- c. Stealing, using, or disclosing someone else's code or password without authorization
- d. Copying, pirating, or downloading software and electronic files without permission
- e. Violating copyright law
- f. Failing to observe licensing agreements
- g. Engaging in unauthorized transactions that may incur a cost to the Town or initiate unwanted Internet services and transmissions
- h. Sending or posting messages or material that could damage the Town's image or reputation
- i. Participating in the viewing or exchange of pornography or obscene materials
- j. Sending or posting messages that defame or slander other individuals
- k. Attempting to break into the computer system of another organization or person
- l. Refusing to cooperate with a security investigation
- m. Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities

- n. Using the Internet for political causes or activities, religious activities, or any sort of gambling
- o. Jeopardizing the security of the organization's electronic communications systems
- p. Sending or posting messages that disparage another organization's products or services
- q. Passing off personal views as representing those of the organization
- r. Sending anonymous email messages
- s. Engaging in any other illegal activities

613 WORKPLACE MONITORING

Effective Date:

Revision Date:

Workplace monitoring may be conducted by the Town to ensure quality control, employee safety, security, and customer satisfaction. Computers furnished to employees are the property of the Town. As such, computer usage and files may be monitored or accessed.

Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.

Because the Town is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

614 WORK FROM HOME

Effective Date:

Revision Date:

Employees are permitted to work from home (WFH) occasionally or regularly, depending on a number of factors and the arrangements they've made with the Department Head or Town Administrator. Working from home is a privilege that may be revoked at any time. The Town may request that an employee be present in the office at any time (regardless of scheduled WFH time) or deny a request to work from home based on business needs, employee performance, or viability of doing the work from home. To be eligible to WFH, an employee must have access to reliable internet and a space that is free from excessive noise or distraction.

Submitting Requests

Employees must enter their remote work request in writing to the Town Administrator and notify appropriate team members. Requests for recurring or extended WFH arrangements will be considered after six (6) months of employment, or in the case of a public health emergency.

Employees wishing to request additional remote workdays in any given workweek are required to speak with their manager in advance for approval. If approved, the employee must enter the request in writing to the Town Administrator or Department Head and notify appropriate team members.

Costs

The Town will supply the employee with appropriate office supplies and reimburse the employee for all other reasonable business-related expenses. Employees must get pre-approval for expenses associated with working from home if they are more than \$40 in total. Any equipment supplied by the Town is to be used for business purposes only, unless otherwise specified. Employees must take appropriate action to protect these items from damage or theft.

The Town is not responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, or for repairs or modifications to the home office space.

Security

As with employees working in the office, those who WFH will be expected to ensure the protection of proprietary Town and constituent information through use of locking doors, desks, file cabinets, and media storage, regular password maintenance, and any other steps appropriate for the job and the environment. Unless you live alone, computers should be locked when you walk away and other household members should be not allowed access to or use of Town property.

Expectations

When working from home employees must:

- a. Work their full, typical schedule
- b. Attend all meetings in a virtual capacity
- c. Achieve the same level of production as in the office
- d. Maintain equivalent availability for colleague and client communication, supervisor questions, etc.
- e. Be available online and by phone for the duration of their usual workday, minus breaks and rest periods
- f. Respond promptly to communication via messaging app, email, and phone
- g. Take all required break and rest periods, as if they were in the office
- h. Communicate consistently regarding their workload and status (break, lunch, working on a project, etc.)
- i. Follow all company procedures and policies

Working from home is an alternative method of meeting the needs of the Town and is not a universal employee benefit. As such, the Town has the right to refuse to make work from home available to an employee and to terminate a work from home arrangement at any time.

616 WORKPLACE VIOLENCE PREVENTION

Effective Date:

Revision Date:

The Town is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Town has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Town without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off- duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of or actual violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

The Town will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Town may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Town encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Town Office before the situation escalates into

potential violence. The Town is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

617 SOCIAL MEDIA

Effective Date:

Revision Date:

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

The following principles apply to professional use of social media on behalf of the Town as well as personal use of social media when referencing the Town:

- A. Employees need to know and adhere to the Town's Employee Handbook and Social Media Policy when using social media in reference to the Town.
- B. Employees should be aware of the effect their actions may have on their images, as well as the Town's image. The information that employees post or publish may be public information for a long time.
- C. Employees should be aware that the Town may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to the Town, its employees, or constituents.
- D. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- E. Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Town Clerk or Department Head.
- F. Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to the Town Administrator.
- G. If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- H. Employees should get appropriate permission before you refer to or post images of current or former employees, members, vendors or suppliers. Additionally, employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.
- I. Social media use shouldn't interfere with employee's responsibilities at the Town. The Town's computer systems are to be used for business purposes only. When using the

Town's computer systems, use of social media for business purposes is allowed (ex: Facebook, Twitter, Town blogs and LinkedIn), but personal use of social media networks or personal blogging of online content is discouraged and could result in disciplinary action.

- J. Subject to applicable law, after-hours online activity that violates the Town's Employee Handbook or any other the Town policy may subject an employee to disciplinary action or termination.
- K. If employees publish content after-hours that involves work or subjects associated with The Town, a disclaimer should be used, such as this: "The postings on this site are my own and may not represent the Town's positions, strategies or opinions."
- L. It is highly recommended that employees keep Town related social media accounts separate from personal accounts, if practical.

618 POLITICAL ACTIVITY

Effective Date:

Revision Date:

Town employees may participate in political or partisan activities of their choosing provided that Town resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Town time or in a Town uniform or while representing the Town in any way. Employees may not allow others to use Town facilities or funds for political activities.

Any Town employee who meets with or may be observed by the public or otherwise represents the Town to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Town property or Town time, for a contribution for a partisan political cause.

Except as noted in this policy, Town employees are otherwise free to fully exercise their Constitutional First Amendment rights.

619 CONFIDENTIALITY

Effective Date:

Revision Date:

Employees may not disclose any confidential information or trade secrets to anyone outside the Town without the appropriate authorization. Confidential information may include internal reports, financials, citizen lists, methods of production, or other internal business-related communications. Trade secrets may include information regarding the development of systems, processes, products, design, instrument, formulas and technology. Confidential information may only be disclosed or discussed with those who need the information. Conversation of a confidential nature should not be held within earshot of the public or citizens.

When any inquiry is made regarding an employee, former employee, citizen, or customer, the inquiry should be forwarded to a manager or Human Resources without comment from the employee.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. In addition, nothing in this policy is intended to infringe upon employee rights under Section 7 of the National Labor Relations Act.

620 SOLICITATION AND DISTRIBUTION

Effective Date:

Revision Date:

Solicitation during work time and in work areas is prohibited. Solicitation is defined as the act of asking for something, selling something, urging someone to do something, petitioning, or distributing persuasive materials. This could include, but is not limited to, asking for donations for a child's school (including through sales of a product), attempting to convert someone to or from a religion, distributing political materials, or collecting signatures. Work time includes time when either the person soliciting, or being solicited to, is scheduled to be performing their work duties. Work areas include areas where employees generally do work, such as cubicles, offices, or conference rooms, and does not include areas such as the lunch or break room.

This policy does not prevent employees from using their approved breaks and rest periods to solicit outside of working areas and is not intended to infringe an employee's Section 7 rights. Those not employed by the Town are prohibited from solicitation on Town property at all times.

SECTION 7: DRUG AND ALCOHOL USE

701 DRUG-FREE WORKPLACE

Effective Date:

Revision Date:

The Town is a drug-free workplace as required by the Drug-Free Workplace Act. The Town strictly prohibits the use or possession on Town premises of alcoholic beverages of any kind and drugs other than those prescribed by a physician or obtained from a legal over-the-counter source.

No employee is permitted to report for duty while impaired by or under the influence of alcohol or drugs to the slightest degree. Any employee who reports to work impaired by or under the influence of drugs (including being impaired or under the influence due to off-duty

recreational or medical use of marijuana) or alcohol shall be relieved of his or her duties immediately and without pay, and may be subject to additional disciplinary action.

Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely and competently. If an employee becomes aware that a prescription or legal over-the-counter drug is impairing his or her job performance, the employee should notify his or her supervisor. An employee may be required to use accrued paid time off in order to address and remedy any situation where job performance is impaired.

An employee's violation of this prohibition, or any other drug abuse violation, may result in disciplinary action up to and including discharge. While the Town does not have a formal employee assistance program, the use of other available resources, including any health insurance coverage, is encouraged for any employee desiring drug counseling or rehabilitation.

As required by the Drug-Free Workplace Act, each employee engaged in the performance of any federal grant, as a condition of employment, must:

- a. Abide by the terms of this policy; and
- b. Notify the Town in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Upon notification of any such conviction, the Town shall take action in compliance with the Drug-Free Workplace Act and Regulations.

702 DEFINITIONS

Effective Date:

Revision Date:

For the purposes of these policies, the following definitions apply.

- a) CDL Employee. An employee whose job description requires him or her to hold a commercial driver's license under Colorado law.
- b) Safety Sensitive Employee. A safety sensitive employee is one that holds a position identified by the job descriptions as safety sensitive, ordinarily, but not limited to, those employment positions where drug and alcohol use presents a direct threat to the public at large.
- c) Illicit Use of Drugs. The Illicit Use of Drugs means the on-the-job or off-the-job unauthorized use by an employee of a controlled substance, as defined by federal law or the misuse of prescription drugs, over-the-counter drugs or other substances known to affect a person's ability to safely or efficiently perform job duties. Off-duty use of marijuana in compliance with Colorado law shall not be deemed Illicit Use of Drugs.

- d) Marijuana or Marijuana Product. Marijuana or Marijuana Product means any product that contains Tetrahydrocannabinol or THC.
- e) Impaired by Alcohol. CDL and Safety Sensitive employees are Impaired by Alcohol if alcohol testing under this policy indicates an alcohol concentration of 0.04 or more grams of alcohol per 210 liters of breath or per 100 milliliters of blood. All other employees are Impaired by Alcohol if alcohol testing under this policy indicates an alcohol concentration of 0.05 or more grams of alcohol per 210 liters of breath or per 100 milliliters of blood.
- f) Under the Influence. As related to marijuana, the employee's blood contained five nanograms or more of delta 9- tetrahydrocannabinol per milliliter in whole blood, as shown by analysis of the employee's blood.

703 DRUG AND ALCOHOL TESTING

Effective Date:

Revision Date:

All Town employees classified as Safety Sensitive Position or required to hold commercial drivers' licenses shall be subject to a drug and alcohol testing program that fulfills the requirements of Code of Federal Regulations Title 49, Part 382. Tests shall be conducted under the following circumstances:

1. Each such employee shall be tested before the first time they perform any safety-sensitive function for the Town. Such functions including driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading or unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work related to vehicle maintenance or operation. Pre-employment tests shall be required only after an applicant is offered a position.
2. Alcohol and controlled substance tests shall be conducted after any accident involving any safety-sensitive function. Such tests shall be conducted as soon as is practicable following an accident if the accident involved personal injury, property damage, or a citation for a moving traffic violation. Employees involved in accidents shall make themselves available for testing unless they need immediate medical attention, and shall not use alcohol for eight hours after any accident or until after a post-accident alcohol test, whichever occurs first.
3. Tests shall be conducted on a random basis at unannounced times throughout the year. Such random tests shall be conducted just before, during, or just after the performance of safety-sensitive functions.
4. Tests shall be conducted when a supervisor or Town official trained in accordance with law has reasonable suspicion that an employee has violated the Town's alcohol or drug prohibitions. Reasonable suspicion must be based on specific, contemporaneous observations concerning the employee's appearance, behavior,

speech or body odors. Such observations may include indications of the chronic and withdrawal effects of controlled substances. (See Appendix B)

5. A drug or alcohol test shall be conducted if and when an employee who has violated the Town's drug or alcohol prohibition returns to performing safety-sensitive duties. No employee may be assigned to a safety-sensitive position until a return-to-duty drug test is administered with a negative result.
6. An employee who violates the Town's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Such follow-up testing shall be conducted just before, during, or just after the performance of safety-sensitive functions.

Testing procedures and facilities used for tests shall conform with the Code of Federal Regulations, Title 49, Section 40, et seq.

Any driver who refuses to submit to a drug or alcohol test required by this guideline shall not perform or continue to perform safety-sensitive duties and will be subject to discipline up to and including dismissal. An employee will be deemed to have refused to submit to testing if he or she is unavailable or fails to provide samples sufficient for testing absent any medical necessity. Verified positive tests for alcohol or drugs (including marijuana) shall subject employees to disciplinary action up to and including dismissal.

In addition, any employee may be subject to reasonable suspicion or post-accident drug testing as described in this Section.

704 EMPLOYMENT-RELATED TESTING

Effective Date:

Revision Date:

The Town may require drug testing, finger printing, and/or Federal or state background checks of employees engaged in safety or security sensitive functions, including positions that involve operation of Town vehicles not requiring a CDL. Tests shall be conducted in accordance with the law and in a manner that ensures accuracy and limits access to the test results.

Reasonable Suspicion Testing

An employee must submit to immediate drug and alcohol testing if reasonable suspicion exists to believe that the employee may be using drugs and alcohol in violation of this policy. Reasonable suspicion may be based on visual or other evidence that an employee is under the influence of or using or possessing drugs or alcohol at the workplace. Indications of drug

and alcohol use include but are not limited to: slurred speech; lack of balance; excessive aggressiveness; docility or drowsiness; the detection or smell of drugs or alcohol; an employee's unusual demeanor, appearance or conduct; irrational, threatening or violent behavior. Reasonable suspicion testing requires prior approval by the Town Administrator. (See Appendix B)

Post-Accident and Post-Incident Testing

An employee may be subject to immediate drug and alcohol testing after an on-the-job accident or incident involving any Town vehicle, equipment, property or personnel, or involving the employee's personal vehicle while on Town business, under the circumstances described below.

- a) Unless unable to do so because of a serious injury, an employee involved in an on-the-job accident or incident must immediately report it to the employee's supervisor, who will notify the Department Head.
- b) The Department Head will determine whether an employee must submit to post-accident or post-incident drug and alcohol testing. Post-accident and post-incident testing is permissible under the following circumstances:
 - a. There is reasonable suspicion that the employee is under the influence of drugs or alcohol; or
 - b. The employee receives a citation (or there is other reasonable indication of the employee's fault) and there is bodily injury or fatality; or
 - c. The employee receives a citation (or there is other reasonable indication of the employee's fault) and there is property damage or direct incident costs reasonably ascertained to exceed \$1000.00; or
 - d. The employee suffers an on-the-job injury requiring a visit to a medical provider and there is other reasonable indication of the employee's fault; or
 - e. The employee failed to follow operational or safety protocol, causing or potentially causing a serious operational incident.
- c) An employee subject to drug and alcohol testing after an accident or incident will be escorted to an approved testing facility for immediate testing and shall not use alcohol until the alcohol test is performed, or until eight hours after the accident or incident, whichever is first.
- d) If seriously injured because of an accident or incident and unable to provide a sufficient breath or urine sample as required by this policy, the employee must authorize the release of medical records to determine if alcohol or drugs were detected. An employee who fails to report immediately any accident or an incident resulting in a serious injury, or who refuses to release medical records of drug and alcohol tests under these circumstances will be subject to corrective action up to and including termination.

Timing and Location of Drug and Alcohol Testing

Drug and alcohol tests should be performed as soon as possible after the determination that reasonable suspicion or post-accident, or post-incident testing is appropriate.

- a) If alcohol testing is not performed within two (2) hours of a reasonable suspicion determination, the reason for the delay must be documented by the persons involved in the determination. The documentation will be kept by the Town Office. Contribution to the delay by the employee is cause for disciplinary action, up to and including termination.
- b) Drug and alcohol testing of employees will be performed by a testing facility approved by the Town.
- c) If testing is delayed more than eight hours after the determination of reasonable suspicion, drug testing, but not alcohol testing, will still be performed.

Return to Work After Drug and Alcohol Testing

An employee's return to work after being required to submit to drug and alcohol testing is dependent on such factors as the employee's job description, the results of the testing, and the reason for the testing.

- a) An employee referred for drug and alcohol testing based on reasonable suspicion or an accident may not return to work until released to return to work by the employee's supervisor. Time off work under this section will be paid.
- b) An employee referred for random or biennial alcohol testing may return to work immediately after alcohol test results are obtained except under the following circumstances:
 - a. Any employee Impaired by Alcohol will be suspended without pay pending correction action;
 - b. CDL and Safety Sensitive employees and any employee whose job description requires driving whose alcohol test results indicate the Use of Alcohol, will be required to take personal leave until a breath alcohol test indicates an alcohol concentration below 0.00 grams of alcohol per 210 liters of breath or per 100 milliliters of blood; or
 - c. Substantial safety concerns are at stake.
- c) An employee may return to work pending the Town's receipt of negative test results.

705 PRE-EMPLOYMENT DRUG TESTING

Effective Date:

Revision Date:

As a condition of employment, the Town requires all Commercial Drivers License holding and Safety Sensitive employees to submit to a pre-employment drug test. Employee drug and alcohol test results will be kept confidential to the extent required by law. The Town Administrator is the custodian of records related to drug and alcohol tests.

706 CORRECTION ACTION FOR VIOLATIONS OF DRUG AND ALCOHOL POLICY

Effective Date:

Revision Date:

Employees are subject to corrective action for any violation of the Town's drug and alcohol policies, up to and including termination. Corrective action may be based on the results of drug and alcohol tests conducted by the Town or by any federal, state, or local officials having independent authority to test the employee for drug and alcohol use.

Termination Mandatory

An employee will be terminated if any one of the following conditions is met:

- a) A drug or alcohol test required by this policy determines the employee engaged in the Illicit Use of Drugs or was Impaired by Alcohol or used any Marijuana or Marijuana Product, and the employee holds a job description that requires a CDL or a driver's license or is identified as Safety Sensitive;
- b) A drug or alcohol test required by this policy determines the employee, while operating a Town vehicle or equipment or the employee's personal vehicle on Town business, engaged in the Illicit Use of Drugs or was Impaired or Under the Influence of alcohol or drugs;
- c) When referred for drug and alcohol testing, the employee refuses to submit the required blood, urine or breath specimen;
- d) The employee refuses to authorize the release of drug or alcohol testing results performed by a health care provider after an accident for which the employee may be at-fault, and testing is warranted under this policy; or
- e) The employee tampers with or attempts to tamper with a blood, urine or breath specimen collected for testing.

SECTION 8: EMPLOYEE CONDUCT & DISCIPLINARY ACTION

801 EMPLOYEE CONDUCT AND WORK RULES

Effective Date:

Revision Date:

The Town expects all employees to conduct themselves pursuant to the highest professional, business, and ethical standards and will not tolerate misconduct. The Town, through its Council, management and supervisors, retains the right to take such disciplinary action as it deems appropriate in any given circumstance. Whether an employee's performance, conduct, or behavior warrants disciplinary action is within the Town discretion. The Town does not intend by these policies to create any expectation that any employee will be assured of any particular form of disciplinary action, such as warnings, notice, or any form of

progressive discipline, prior to discharge. To ensure orderly operations and provide the best possible work environment, the Town expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Town.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- a) Theft or inappropriate removal or possession of property
- b) Falsification of timekeeping records
- c) Working under the influence of alcohol or illegal drugs
- d) Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- e) Fighting or threatening violence in the workplace
- f) Boisterous or disruptive activity in the workplace
- g) Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- h) Insubordination or other disrespectful conduct
- i) Violation of safety or health rules
- j) Smoking in prohibited areas
- k) Sexual or other unlawful or unwelcome harassment
- l) Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- m) Excessive absenteeism or any absence without notice
- n) Unauthorized absence from work station during the workday
- o) Unauthorized use of telephones, mail system, or other employer-owned equipment
- p) Unauthorized disclosure of confidential information
- q) Violation of personnel policies
- r) Unsatisfactory performance or conduct

Employment with the Town is at the mutual consent of the Town and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

802 CITATION/ARREST OR CONVICTION REPORTING

Effective Date:

Revision Date:

Town employees must perform their work with a high degree of moral and ethical behavior. In order to ensure that all employees have and keep these standards, employees are required to report any arrest(s), conviction(s) for criminal violation(s), and/or all citations for moving violation(s) of six (6) points or more (such as speeding 20 mph over the limit or DUI) whether resulting from on or off duty conduct and whether or not occurring within the Town.

In order for the Town to be prepared to respond to and protect the employee from potentially volatile or damaging situation, employees are required to report other contacts with law enforcement such as an officer being called to an employee's home for a domestic disturbance, an employee being investigated as a suspect in a crime or any other event that would adversely affect the public's perception of City employees.

Employee reports under this policy must be made to the employee's supervisor as soon as possible but within no more than 48 hours of the beginning of the incident. Rights provided by the 5th Amendment to the United States Constitution apply; an employee does not have to incriminate themselves in their report but do have to disclose that they were contacted, charged, arrested etc. In the event the employee is incarcerated, a family member may report on the employee's behalf.

The supervisor along with the Town Administrator or their designee will evaluate whether pending charge(s) or conviction(s) will have an effect on the employee's ability to perform the duties and responsibilities of their job. Documentation regarding incidents reported under this policy will only become part of the employee's personnel record if the incident results in disciplinary action.

803 SEXUAL AND OTHER UNLAWFUL HARASSMENT

Effective Date:

Revision Date:

The Town is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. The Town provides ongoing sexual harassment training to ensure you the opportunity to work in an environment free of sexual and other unlawful harassment.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- a. Unwanted sexual advances.
- b. Offering employment benefits in exchange for sexual favors.
- c. Making or threatening reprisals after a negative response to sexual advances.
- d. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- e. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- f. Verbal sexual advances or propositions.

- g. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- h. Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Town Administrator or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Town Office or any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

804 ATTENDANCE AND TARDINESS

Effective Date:

Revision Date:

Employees are expected to be at work and ready to go when their scheduled shift begins or resumes. If an employee is unable to be at work on time, or at all, they must notify their manager no later than 30 minutes before the start of their scheduled work day. If an employee's manager is not available, the employee should contact another member of management. If an employee is physically unable to contact the Town, they should ask another person to make contact on their behalf. Leaving a message with a co-worker or answering service is not considered proper notification. Excessive tardiness or absences are unacceptable job performance.

When an employee calls in absent, they should provide their expected time or date of return. The Town reserves the right to require proof of the need for absence, if allowed by law. If an employee is absent for three (3) consecutive days and has not provided proper notification, the Town will assume that the employee has voluntarily quit their position and will proceed with the termination process.

If an employee becomes ill during their scheduled workday and feels they may need to leave before the end of their shift, they should notify their manager immediately. If an employee is unable to perform their job at an acceptable level, they may be sent home until they are well enough to work.

Absences should be arranged as far in advance as possible. When an employee needs to be absent during the workday they should attempt to schedule their outside appointment or obligation so that their absence has the smallest impact possible on business operations.

805 DISCIPLINE

Effective Date:

Revision Date:

It is the responsibility of all employees to observe all the regulations, policies and procedures adopted to ensure the efficient, effective and safe operation of the Town. A violation of these regulations, policies and procedures will result in appropriate disciplinary action including the possible dismissal of employment.

Employees shall be informed of any performance problems and/or work rule violations subsequent to the incident. Employees will be given the opportunity to read and respond to any written disciplinary actions. An employee's signature on such records signifies only that the record has been received and examined by the employee.

The Town favors progressive disciplinary action; however, the level of discipline to be imposed for infractions shall be that which the Town, through its Town Administrator, deems appropriate under the circumstances. Use of progressive discipline shall in no way limit or restrict the Town's employment at-will powers. Town management retains the right to determine in its discretion, that any of the following disciplinary actions is appropriate without using lower levels of discipline:

Oral Warning or Reprimand

The employee is orally counseled as to the unsatisfactory areas of work, and methods of improvement. A notation of the date and reason for reprimand may be made to the employee's personnel file.

Written Reprimand

The employee is issued a written reprimand that includes a statement of the problem and a notation to the effect that the problem was discussed with the employee. A copy of the reprimand may also place the employee back in an introductory period for a specified time. The employee will be required to sign the reprimand in acknowledgement of receipt.

Suspension with or without Pay

An employee is suspended from employment for any number of days which shall be accompanied by a written statement, signed by the employee and his or her supervisor, setting forth the fact of the suspension, the reason for the suspension and the duration of the suspension. Depending on the seriousness of the problem, the suspension can be without pay.

Disciplinary Demotion

The employee is placed into a position with a lower compensation rate for disciplinary reasons which must be reflected by a written statement placed in the demoted employee's personnel file stating that the demotion was for disciplinary purposes and setting forth the reason for the discipline.

Discharge

The employee is discharged from employment.

806 GRIEVANCES

Effective Date:

Revision Date:

The Town has established a procedure for a fair review of grievances related to any workplace controversy, conflict, or harassment. Employees may take their complaint directly to the person or department listed in Step 2 if the complaint is related to their supervisor or manager or if the employee feels the supervisor or manager would not provide an impartial resolution to the problem.

Step 1

The complaint should be submitted orally or in writing to a supervisor or manager within three working days of the incident or as soon as possible. Sooner is better, as it will assist in a more accurate investigation, but complaints will be taken seriously regardless of when they are reported. Generally, a meeting will be held within three business days of the employee's request, depending upon scheduling availability. Attempts will be made to resolve the issue during the meeting, but regardless of whether there is an immediate resolution, the supervisor or manager will give the employee a written summary of the meeting within three (3) business days. Resolution may take longer if further investigation of the complaint is required. If the employee is not satisfied with the resolution, they may proceed to Step 2.

Step 2

The employee may submit an oral or written request for review of the complaint and Step 1 resolution to the Town Administrator or Personnel and Ordinance Committee if the grievance is about the Town Administrator. This request should be made within three (3) working days following the receipt of the Step 1 resolution. The Town Administrator or the Personnel and Ordinance Committee will review the complaint and resolution and may call an additional meeting to explore the problem. If warranted, additional fact-finding will be undertaken. A final decision will be rendered within ten (10) working days after receiving the Step 2 request, and a written summary of the resolution will be provided to the employee who filed the complaint.

SECTION 9: EMPLOYMENT SEPARATION

901 SEPARATION FROM EMPLOYMENT

Effective Date:

Revision Date:

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is ended:

Resignation

Resignation is a voluntary act of separation from employment initiated by the employee. When an employee leaves Town employment for personal reasons it is requested, in the spirit of good faith, to provide, in writing, as much notice as possible to the direct supervisor and the Department Head, the anticipated separation date. An employee wishing to leave employment with the Town should submit a written resignation to his/her immediate supervisor. As a professional courtesy to the Town, the notice should be provided at least two (2) weeks in advance of the effective date of separation. The adequate notice period should not include holiday hours or scheduled Paid Time Off (PTO). The last day of employment must actually be a workday and not a PTO or paid holiday.

An employee, who, without authorization, fails to report for work for three (3) consecutive working days, may be considered to have resigned voluntarily as of the end of the third consecutive day. The Department Head shall provide written notice to the employee that the resignation has been accepted and the position has been declared vacant.

Reduction in Force

When warranted by changes in Town operations or by fiscal circumstances, the Town budget may be amended to impose a reduction in force in one or more departments. The Town

Administrator shall then notify the affected employee or employees, if reasonably possible, at least two weeks in advance of such reductions.

A reduction of the number of employees in any department shall be made in the following order:

- a. Temporary or seasonal employees; then
- b. Introductory period employees; then
- c. Regular full-time and part-time employees.

If an eligible list exists for a position in which a reduction in force has occurred, the name of each employee to whom the reduction applies shall be placed at the highest ranking on the eligible list for a period not to exceed one year.

Discharge

Employment with the Town is terminable at-will. Any employee may be discharged with or without cause, at the sole discretion of and without prior notice from the Town Administrator.

The Town Administrator or direct supervisor will provide employees with an exit questionnaire and overview outlining the separation process and requirements, including the return of Town issued property. Unless the separation is involuntary, final pay checks (including PTO, required premiums, etc.) will be processed on the next regularly scheduled payroll date. An employee who fails to return Town property upon separation may have the estimated cost of the property reduced from his or her final check and may be subject to criminal charges.

903 PERSONAL POSSESSIONS AND RETURN OF TOWN PROPERTY

Effective Date:

Revision Date:

All Town property, such as computer equipment, keys, tools, parking passes, or Town credit cards, must be returned immediately at the time of termination. Employees may be responsible for any lost or damaged items. When leaving, employees should ensure that they take all of their personal belongings with them.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge receipt of the Town of Silverton Employee Handbook and agree to follow the guidelines within it. I also acknowledge the following:

1. *Receipt of this handbook does not create a contract of employment or in any way alter my at-will employment status; the Town or I can end the employment relationship at any time, with or without notice, and with or without cause.*
2. *I am not entitled to any particular sequence of disciplinary measures prior to termination.*
3. *With the exception of the at-will employment policy, this handbook may be modified at any time.*
4. *Violation of any policy in this handbook, or any policy included as an addendum, may be grounds for discipline, up to and including termination.*
5. *This handbook does not include every process, policy, and expectation applicable to employees, or my position specifically; I may be counseled, disciplined, or terminated for poor behavior or performance even if the behavior or performance issue is not addressed in the handbook.*
6. *Should any provision in this handbook be in conflict with federal, state, or local law, that provision only will be considered ineffective, while the rest of the handbook remains effective.*
7. *If I have questions regarding any policy in this handbook, or other expectations related to my behavior or performance, it is my responsibility to speak with my manager or Human Resources.*

Signature

Printed Name

Date



AGENDA MEMO

SUBJECT: Employment Agreement for Clayton Buchner
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: 2.10.25

Overview:

The Town Attorney is currently a contracted employee. He is requesting to become a part-time employee due to a role change that requires him to work directly for the municipality that he is serving.

Budget:

Current Contract Rate: \$190/hr

Hours Worked in 2024: 178 hours

Hours Worked in 2023: 189 hours

Hours Worked in 2022: 220 hours

In the 2025 Budget we have allocated \$49,000 for legal services.

\$10,000 of the legal services budget is reserved for special projects related to the LUC, so for the purposes of this discussion we have \$39,000 allocated towards the attorney's salary. This would be about 205 hours based on the 190/hour rate without subtracting necessary employer's responsibilities like SS (6.2%x salary) and Medicare (1.45%x salary).

$\$39,000 - \text{SS} (\$2,418) - \text{Medicare} (\$565.5) = \$36,016.50$ (total to go towards the part time salary)

This would be paid through a biweekly salary at **\$1,385.00. (that's about 7 hours of work a week @190/hr)***

*Taking into account that moving from a contracted position to a salaried position is less burden on the contracted attorney, the hourly rate could be adjusted to justify 10 hours a week. There is no time limit set in the drafted contract.

Master Plan:

Operational Priority

Attachments:

Updated Employment Agreement

Suggested Motion or Direction:

Motion to approve/deny the Employment Agreement with Clayton Buchner for Attorney Services. [with amendments]

EMPLOYMENT AGREEMENT
Silverton Town Attorney

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this ____ day of January, 2025, by and between the TOWN OF SILVERTON (the "Town"), a statutory municipal corporation organized pursuant to Article XX of the Colorado Constitution, and Clayton M. Buchner, PO Box 3855, Pagosa Springs, Colorado ("Employee") (collectively, the "Parties"). This Agreement supersedes any prior employment agreements, written or verbal.

WITNESSETH

WHEREAS, the Town was organized and exists pursuant to the laws of the State of Colorado to provide municipal services for the benefit of its inhabitants and taxpayers; and

WHEREAS, the Town is in need of a Town Attorney; and

WHEREAS, Clayton M. Buchner is a duly licensed attorney in the State of Colorado, and Clayton M. Buchner is willing and able to serve as Town Attorney;

WHEREAS, the Town Attorney shall be appointed by the Board of Trustees of the Town of Silverton subject to the Terms of this Agreement; and

WHEREAS, the Town desires to set forth the terms of Employee's employment as the Town Attorney through this Agreement, to make provisions for certain benefits, to establish certain conditions of employment and to set working conditions therefore; and

WHEREAS, the Employee desires to accept the appointment as Town Attorney pursuant to the terms of this Agreement.

THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the Town and Employee agree as follows:

1. **Job Responsibilities.**

a. The Employee shall perform all duties of the Town Attorney for Silverton required by constitution, statute, or ordinance, and shall perform other legal services as requested by the Town Board or by such Town officers or employees as designated by the Town Board (the "Legal Services" as specified herein and in **Exhibit A: Scope of Work/Duties**). The Legal Services include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation, appeals to Municipal and District Court, and all related work required to properly represent the Town.

b. This Agreement requires the Employee represent the Town with respect to the above subject matter only. Any other matters, except those incidental to and necessarily included with the Scope of Work, must be the subject of a separate agreement between the Employee and the Town.

c. The Employee will not provide any additional Legal Services on behalf of or to the Town other than those specified above without first consulting with the Town and obtaining authorization from the Town.

2. No Guaranteed Result. The Employee agrees to use their best efforts in representing the citizens of Silverton in this matter. However, the Town recognizes the Attorney cannot guarantee a particular outcome of any matter.

3. Term. Subject to the annual budget of the Town and the appropriation of funds related to the this Agreement, the services to be performed by the Attorney shall begin upon full execution of this Contract and shall terminate upon resignation or removal of the Attorney. The terms of this Agreement will be reviewed no later than December 31, 2026, unless the Employee is sooner terminated as hereinafter provided. This Agreement may be extended at the end of the initial term for an additional term of two (2) years through Resolution, upon mutual agreement of the parties.

4. Outside Activities. Employment as the Town Attorney is not considered as Employee's sole and exclusive employment. Employee may engage in outside employment that does not create a conflict with Employee's position.

5. Compensation and Payments. As a base annual salary (excluding employer-provided benefits), the Town agrees to pay the Employee for the services herein described the sum of \$39,000.00 per annum, payable in near-equal installments on a biweekly basis, less necessary or agreed upon withholding for state and federal taxes and other deductions as applicable.

6. Leave. Under the provisions of this Agreement, the Employee shall not receive Personal Time Off (PTO), Holiday benefits, or any other paid leave benefits.

7. Additional Employee Benefits. The Town additionally agrees to budget for and/or reimburse the Employee for the following additional items:

a. Health Insurance. The Employee is not eligible to participate in the Town's health plans.

b. Life Insurance. The Employee is not eligible to participate in the Town's life insurance.

8. Retirement Benefits. The Employee is not eligible to participate in any of the Town's defined retirement contribution plans.

9. Deferred Compensation Plan. The Employee is not eligible to participate in the Town-sponsored 457 Deferred Compensation Plan, if any.

10. Mileage and Travel Costs. The Employee will receive reimbursement for mileage to and from Employee's home of record, Pagosa Springs, CO, to Silverton, CO, for official business at 90% of the prevailing IRS rate. Employee will receive per diem and lodging, meals, and incidentals as set by the General Services Administration for the County of San Juan, Colorado.

11. Performance Evaluation. The Town may perform an annual performance review and evaluation of the Employee at the Town's first regular meeting in December. The evaluation process shall provide opportunity for the Trustees to prepare written evaluations of the Employee's performance, the Parties to meet

and discuss the evaluations and goals, and the Town to prepare a written summary of the evaluation results to be delivered to the Employee.

12. Termination. Either party has the right to terminate this agreement, with or without cause, immediately upon written notice to the other party. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. Upon such termination, the Employee shall be paid for Legal Services rendered and costs and expenses incurred prior to the date of termination. Such payment shall be the Employee's sole right and remedy for such termination.

13. Resignation. The Employee may voluntarily resign his employment with the Town upon at least thirty (30) days advance written notice; provided, however, that the Town may require the Employee to discontinue his employment sooner than the full thirty days in the interest of the Town. Voluntary resignation shall be without entitlement to severance benefits, if any.

14. Miscellaneous.

a. Entire Agreement/Merger/Severability. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations and agreements. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. The court shall also have the authority to reform such unenforceable or void provision(s) so as to render the provision enforceable.

b. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Neither Party shall have a right to assign this Agreement, or enforce any other change, deletion, or addition or amendment, except as such assignment, or change, or amendment is agreed to in writing by both Parties.

c. Date of Signatures not Effective Date. Notwithstanding the date this Agreement is actually signed by any Party this Agreement is intended to and shall be effective as of _____, ___, 2025.

IN WITNESS WHEREOF, the TOWN OF SILVERTON has caused this Agreement to be signed and executed on its behalf by the Mayor of the Board of Trustees and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

TOWN OF SILVERTON

By:

Dayna Kranker, Mayor

Attest:

Melanie Marks, Town Clerk

EMPLOYEE

By:

Clayton M. Buchner

EXHIBIT A

Summary

The Attorney shall perform all duties of the Town Attorney for SILVERTON required by Constitution, statute, or ordinance, and shall perform other legal services as requested by the Town Board or by such Town officers or employees as designated by the Town Board. Without limiting the foregoing, the Attorney's duties shall include:

- Attend all regular Town Board meetings whenever possible, via Zoom or other live streaming service suffices, to provide counsel on legal issues and attend other meetings as assigned by the Mayor or Board of Trustees. Three times a year or per request of the BOT, an in-person meeting is requested at the rate listed in Section 6 of this contract, and at other times as the BOT requests such meeting be attended in person.
- Ensure acknowledgement of receipt of correspondence from Town Trustees or staff within 24 hours with confirmation of an estimated timeline of resolution of the issue.
- Act as legal advisor to and counsel for the Mayor, Board of Trustees, Town Boards/Commissions, and Town Administrator/Department Heads of the Town of SILVERTON.
- Provide guidance on personnel matters, including employee disciplinary and grievance matters.
- Draft, review, or present agreements, bonds, contracts, ordinances, resolutions, and other written instruments pertinent to Town functions or that will be considered by the Town Board, Town Administrator, and Town Staff and provide a legal opinion as necessary as to the consequences of such documents.
- Provide counsel regarding land use rights and the ability to draft, review, and present legal documents relating to acquisitions, easements, variances, rights of way, and other land uses.
- Provide counsel for general municipal procedures and requirements, including without limitation counsel to the Board of Trustees, Town Boards/Commissions and staff on compliance with the Colorado Open Meetings Law, the Colorado Open Records Act, liquor licensing laws, and municipal election law.
- Enforce Town codes, zoning regulations, and building standards through administrative and judicial actions and municipal court prosecution services.

February 10, 2025

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#: 6 Pay Date: 02/07/2025 P/E Date: 02/01/2025
 Qtr/Year: 1/2025 Run Time/Date: 16:11:23 PM EST 02/03/2025

Taxes Debited	Federal Income Tax	4,300.42
	Earned Income Credit Advances	0.00
	Social Security - EE	3,172.84
	Social Security - ER	3,172.86
	Social Security Adj - EE	0.00
	Medicare - EE	741.98
	Medicare - ER	742.04
	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	1,920.91
	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	102.35
	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 Parental Leave Insurance - EE	0.00
	State Parental Leave Insurance - ER	0.00
	State Parental Leave Insurance Adj - EE	0.00
	State Cares Fund - EE	0.00
	Transit Tax - EE	0.00
	Workers' Benefit Fund Assessment - EE	0.00
	Workers' Benefit Fund Assessment - ER	0.00
	State Child Care Fund - EE	0.00
	State Child Care Fund - ER	0.00

	Local Income Tax	0.00		
	School District Tax	0.00		
	Total Taxes Debited	14,153.40		
Other Transfers	ADP Check Acct. No.XXXXXXXXXX8915Tran/ABAXXXXXXXXX	2,039.90		
	Full Service Direct Deposit Acct.	37,741.83		
	Total Amount Debited From Your Account		53,935.13	Total Liability 53,935.13
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00		53,935.13
Taxes- Your Responsibility	State Family Leave Insurance - EE	2.03		
	State Family Leave Insurance - ER	2.03		
	Total Taxes Your Responsibility		4.06	53,939.19

Statistical Summary - Statistics

Company:Z9X - Town of Silverton
 Week#:6
 Qtr/Year: 1/2025

Service Center:0075 Northern California
 Pay Date:02/07/2025
 Run Time/Date:16:11:23 PM EST 02/03/2025

Status:Cycle Complete
 P/E Date:02/01/2025

Statistics	Amount	Number of Pays
Gross Pay	51,211.61	
Vouchers		
eVouchers		35
Checks (A)	2,039.90	2
Direct Deposits (B)	37,741.83	31
Adjustments/Prepay/Voids (C)	0.00	
Net Payroll (A + C)	2,039.90	
Net Cash (A + B)	39,781.73	
Net Pay Liability (A + B + C)	39,781.73	
Other Transfers (D)	39,781.73	
Taxes - debited from your account (E)	14,153.40	
Total Amount Debited from your Account (D + E)	53,935.13	
Taxes - your responsibility (F)	4.06	
Company Liability (C + D + E + F)	53,939.19	
Net Cash pays 1,000.00 or more		20
Flagged Pays		10

Statistical Summary - Federal Taxes

Company:Z9X - Town of Silverton
Week#:6
Qtr/Year:1/2025

Service Center:0075 Northern California
Pay Date:02/07/2025
Run Time/Date:16:11:23 PM EST 02/03/2025

Status:Cycle Complete
P/E Date:02/01/2025

Federal Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount
Federal Income Tax	4,300.42		49,919.91	
Social Security	3,172.84	3,172.86	51,175.13	51,175.13
Medicare	741.98	742.04	51,175.13	51,175.13
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

Service Center:0075 Northern California

Status:Cycle Complete

Week#:6

Pay Date:02/07/2025

P/E Date:02/01/2025

Qtr/Year:1/2025

Run Time/Date:16:11:23 PM EST 02/03/2025

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	1,920.91		49,919.91			
CO	Unemployment Tax		102.35		51,175.13	0.20	
CO	Family Leave Insurance	2.03	2.03	450.00	450.00		

Statistical Summary - Hours & Earnings

Company:Z9X - Town of Silverton

Service Center:0075 Northern California

Status:Cycle Complete

Week#:6

Pay Date:02/07/2025

P/E Date:02/01/2025

Qtr/Year:1/2025

Run Time/Date:16:11:23 PM EST 02/03/2025

Field Number	Hours/Earnings Code	Description	Hours	Earnings
1	Regular		1,565.28	47,033.61
2	Overtime		58.06	1,995.25
3	CTM	Comp Time T	4.83	
3	PTO	P.T.O.	125.95	973.33
3	HOL	holiday work	54.28	1,209.42

Statistical Summary - Deductions

Company:Z9X - Town of Silverton
Week#:6
Qtr/Year:1/2025

Service Center:0075 Northern California
Pay Date:02/07/2025
Run Time/Date:16:11:23 PM EST 02/03/2025

Status:Cycle Complete
P/E Date:02/01/2025

Deduction Code	Description	Deduction	Category
401	CCOERA EE 4	1,255.22	Other
AFL	AFLAC PRETAX	36.48	Other
CK1	CHECKING	33,668.75	Deposit
CK2	CHECKING	3,433.00	Deposit
SV1	SAVINGS	640.08	Deposit

Statistical Summary - Memos

Company:Z9X - Town of Silverton
 Week#:6
 Qtr/Year:1/2025

Service Center:0075 Northern California
 Pay Date:02/07/2025
 Run Time/Date:16:11:23 PM EST 02/03/2025

Status:Cycle Complete
 P/E Date:02/01/2025

Memo Code	Description	Memo
DEN	Employer De	371.50
HLT	Employer He	7,960.50
LIF	Employer Li	54.18
LIN	EmployerLin	87.74
MAT	CCOERA ER 4	1,255.22
PTO	PTO Availa	2,160.43
VIS	Employer Vi	78.81
X01	401K MAX EL	51,211.61



HOUSING AUTHORITY WORK SESSION AND REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – Monday, January 27, 2025
Call to Order & Roll Call –Housing Authority Work Session @5pm Regular Meeting @7:00pm

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

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

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

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

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

Absent:

Staff: Administrator Kaasch-Buerger, Housing Authority Director Anne Chase

Housing Authority Work Session 5:00pm

1) 2025 Priority Setting

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

Absent:

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, Public Works Director John Sites, Community Development Director Lucy Mulvihill, Facilities & Events Coordinator Ana Mendiluce
Regular Meeting 7:05pm

1) Staff and/or Board Revisions to Agenda

- Administrator Kaasch-Buerger added several board and committee updates under agenda item 7.

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

- Melody Skinner commented on the term “home-rule” coming up in recent discussion.

3) Presentations/Proclamations

a) Jordan Marsh Terrapin Electric Concepts on EV Charging Stations in Silverton

- Jordan Marsh and Rachel Clark presented to the board on the potential future of EV Charging Stations in Silverton.



- Trustee Gardiner asked about additional uses of micro-grids outside of EV charging (for example, powering the visitor center if EV charging stations were installed there).
- Jordan said that this is more up to the power company and can increase cost.
- Mayor Kranker asked about burden vs. cost.
- Jordan worked to clarify.
- Mayor Kranker asked why Silverton.
- Jordan said he feels inspired by Silverton and wants to bring his business here.
- Trustee Halvorson asked if these charges would be compatible with our grid.
- Jordan said these would plug into our grid however it may require an upgrade to our grid. Jordan has also met with San Miguel Power and discussed what workarounds may look like.
- Jordan and the board discussed the difference and necessity for fast chargers vs. level 2 (slower chargers) in different places around town.
- The board and Terrapin continued to discuss logistics, the concept, and details.

4) New Business

a) Reappointment of Parker Newby to the Citizen Advisory Committee for the Bonita Peak Superfund Project

- Parker Newby stood and spoke on his own behalf to be reappointed to the Citizen Advisory Committee for the Bonita Peak Advisory Committee and provided information on what the Citizen Advisory Committee is responsible for.
- Mayor Kranker thanked Parker Newby for the work and effort he has put in for the community.

Trustee Gardiner moved, and Trustee Halvorson seconded to Reappointment of Parker Newby to the Citizen Advisory Committee for the Bonita Peak Superfund Project. Passed unanimously with roll call.

b) Resolution 2025-02 A Resolution of the Town of Silverton Amending the Tap Fee Cost Overrun Policy

- Public Works Director John Sites provided background information regarding this agenda item regarding tap installation on Greene Street/ difficult tap installations that are more expensive than regular tap installations (asphalt breaking/ rock blasting).
- Trustee George asked if anyone has already paid for a tap fee that this is going to affect.
- John Sites clarified said no, no one has yet, however the town attorney has recommended we put this policy in place now before that happens. This fee/ policy will be added to the tap application so an applicant will be aware beforehand.
- Trustee Wakefield asked about material replacement control (asphalt/ concrete).
- John Sites said this will be controlled by the contractor and PW Director.

Trustee George moved, and Mayor Pro Tem Harper seconded to approve Resolution 2025-02 A Resolution of the Town of Silverton Amending the Tap Fee Cost Overrun Policy. Passed unanimously with roll call.

c) Land Conveyance of Anvil Mountain Subdivision Lots 1 & 32, Boxcar Apartment Site

- Community Development Director Lucy Mulvihill provided material regarding this agenda item as informational only.

5) Consent Agenda

a) Payroll



- b) Meeting Minutes 1.13.24
 - Edit to #9 of the land use code conditions – missing “R-2.”
- c) Accounts Payable
- d) December Sales Tax
- e) EVENT NOTICE: Silverton Sled Dog Races March 1-2, 2025
- f) Administrative correction renaming Resolution 2024-30 adopted on 1/13/25 to Resolution 2024-37

Trustee Gardiner moved, and Trustee Schnitker seconded to approve the Consent Agenda Items with administrative edits. Passed unanimously with roll call.

- 6) Staff Reports
 - Administrator Kaasch-Buerger provided an update on upcoming conferences this year.
- 7) Committee/Board Reports
 - a) Personnel & Ordinance Committee (added in staff revisions)
 - Trustee Gardiner provided an update.
 - b) San Juan Development Association (added in staff revisions)
 - Administrator Kaasch-Buerger provided an update.
 - c) Sneffels Energy Board (added in staff revisions)
 - Trustee Halvorson provided an update.
 - d) SWORD (added in staff revisions)
 - Trustee Gardiner provided an update.
 - e) Chamber of Commerce (added in staff revisions)
 - Mayor Kranker provided an update.
 - f) Planning Commission (added in staff revisions)
 - Trustee Halvorson provided an update.
- 8) Trustee Reports
 - Trustee Halvorson thanked Kendall Mountain Staff for their hard work.
- 9) Continued Business
 - a) PUBLIC HEARING: Second Reading for Adoption of Ordinance 2025-01 An Ordinance of the Town of Silverton Repealing and Readopting the Land Use Code and Amending the Official Zoning Map
 - Community Development Director Lucy Mulvihill stated that the first reading of Ordinance 2025-01 was passed unanimously in the last meeting.
 - Alisha Gibson requested that a passed condition in the previous meeting be removed for a future home to be built in a zone that is going to remove the ability to build a home on the lot she owns.
 - The board asked staff for clarification.
 - Lucy provided context regarding the zoning of this district, its proximity to the train depot, and why it is zoned the way that it is.
 - Mayor Kranker asked Clarion if they had any input
 - Elizabeth and Gabby said they believed Lucy summarized the issue well, that this public comment has come late, and this applicant can be addressed at a later date.
 - Trustee Wakefield commented on the need for housing.
 - Mayor Kranker asked what the options are to accommodate.



- Lucy worked to respond.
- Administrator Kaasch-Buerger clarified that 10 blocks of economic development zone have already been lost to residential, and this is why the zoning map has been presented as it has.
- The board continued to debate the code and zoning restrictions.

Mayor Pro Tem Harper moved, and Trustee Halvorson seconded to approve the second Reading for Adoption of Ordinance 2025-01 An Ordinance of the Town of Silverton Repealing and Readopting the Land Use Code and Amending the Official Zoning Map. Passed 6 yeas, 1 no with roll call.

b) PUBLIC HEARING: Second Reading for Adoption of Ordinance 2025-01 An Ordinance amending Chapter 13, Article 1 - Water and Sewer, of the Silverton Municipal Code to establish application of unit utilities and service charges for Accessory Dwelling Units

- Public Works Director John Sites provided context and background information on the second reading of this Ordinance.

Trustee Halvorson moved, and Trustee Gardiner seconded to approve the second Reading for Adoption of Ordinance 2025-01 An Ordinance amending Chapter 13, Article 1 - Water and Sewer, of the Silverton Municipal Code to establish application of unit utilities and service charges for Accessory Dwelling Units. Passed unanimously with roll call.

10) Public Comment

- No public comment

11) Request for Executive Session pursuant to §24-6-402(4)(e), C.R.S., Determining positions related to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding an objection filed to pay the Transportation Impact Fee

Trustee George moved, and Trustee Gardiner seconded to approve the Request for Executive Session pursuant to §24-6-402(4)(e), C.R.S., Determining positions related to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding an objection filed to pay the Transportation Impact Fee. Passed unanimously with roll call.

Trustee George moved, and Trustee Gardiner seconded to approve the Request to end the Executive Session pursuant to §24-6-402(4)(e), C.R.S., Determining positions related to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding an objection filed to pay the Transportation Impact Fee. Passed unanimously with roll call.

Adjourn @ 9:35pm

Up-coming Meeting Dates:

- 1.28 @7pm Special Meeting
- 2.10 @5pm Silverton Housing Authority Meeting
- 2.10 @6pm Trustee Work Session



2.10 @7pm Regular Meeting

2.18 @9am Finance Committee Meeting

2.18 @7pm San Juan Regional Planning Commission

No second Regular Meeting in February due to Trustee retreat.

End of Agenda



SPECIAL BOARD OF TRUSTEE MEETING
Silverton Town Hall – Tuesday, January 28, 2025
Call to Order & Roll Call –7pm

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

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, committee meetings, and work sessions of the Board of Trustees.

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

Absent: Trustee Gardiner

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, Attorney Clayton Buchner

Special Meeting 7:03pm

1. PUBLIC HEARING: Kendall Mtn. LLC dba Silverton Greenworks – Regulated Marijuana Business License Renewal Application—Continued from 10.28.24 Meeting
 - Mayor Kranker opened the public hearing and reviewed the parameters of this public hearing.
 - Attorney Clayton Buchner provided legal advice and parameters regarding this hearing.
 - Cole Davenport stood and spoke.
 - Spencer John spoke on behalf of Cole Davenport.
 - Rob Sweet spoke on behalf of Cole Davenport.
 - Matthew Zienert spoke on behalf of Cole Davenport.
 - Mayor Kranker asked Attorney Buchner for clarification regarding the board's options moving forward.
 - Attorney Buchner provided legal parameters and the options before the board tonight to suspend the license, revoke the license, penalize/ fine the applicant, etc.
 - Mayor Kranker clarified that the major issue here is the recent violation - the sale of marijuana to a minor.
 - Cole Davenport argued his case.
 - Mayor Kranker asked if Cole has made any changes to his business moving forward.
 - Cole said he has made changes.



- Mayor Pro Tem Harper asked Cole Davenport how much he paid the state/ how long his license was suspended for selling to a minor.
- Cole said he paid \$500(and some change) and his license wasn't suspended at all.
- Mayor Kranker asked what suspension would look like.
- Attorney Buchner responded.
- Mayor Kranker suggested a suspension/ probationary period.
- Mayor Pro Tem Harper echoed; suspension/ probation/ fine.
- Trustee George also recommended a separate licensing authority and asked Attorney Buchner about not levying a fine.
- Attorney Buchner said a fine can be issued if the town desires to impose one, however since the state already issued one there doesn't need to be another one.
- The board deliberated the guidelines of how to address suspension/ probation.
- Mayor Pro Tem Harper suggested a 7-day suspension and a 3–6-month probation period on a monthly basis.
- Trustee Schnitker agreed.
- Mayor Kranker asked if probation includes a “check-in” including the operator, the board, and law enforcement.
- Mayor Pro Tem Harper agreed with this clarification.
- Attorney Buchner stated that the marijuana authority has the power to enforce this request.
- The board agreed on a suspension of 7 days, monthly check-ins with Cole Davenport for 6 months, and 6-month check-ins with law enforcement for criminal records.
- Suspension effective immediately – January 29th – February 4th

Trustee George moved, and Mayor Pro Tem Harper seconded that a violation has occurred according to the criminal record and the evidence presented in it, and the determination of the board is that a 7 day license suspension from January 29th through February 4th will be placed on Kendall Mountain LLC dba Silverton Greenworks, in addition to monthly check-ins with the applicant in person or via affidavit submitted to staff via email, and an 11 month probation period will be placed on the business with a 6 month check-in and 11 month check-in with law enforcement for a criminal records request. Passed unanimously with roll call.

Adjourn @ 8:39pm

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
02/10/2025	59	AMERICAN LEAK DETECTIO	00388298	1,750.00	Y	1,750.00	.00	Vendor Address
02/10/2025	2145	Ballantine Communications	45136	696.14	Y	696.14	.00	Vendor Address
02/10/2025	220	Bruin Waste Management	2180703	17,576.04	Y	17,576.04	.00	Vendor Address <i>Refuse</i>
02/10/2025	220	Bruin Waste Management	2182693	32.55	Y	32.55	.00	Vendor Address
02/10/2025	239	CAL STEEL & SHEET METAL	111737	397.60	Y	397.60	.00	Vendor Address
02/10/2025	248	CANON	ST275367	75.14	Y	75.14	.00	Vendor Address
02/10/2025	262	CATERPILLAR FINANCIAL SE	CUSTOM	174,205.41	Y	174,205.41	.00	Vendor Address <i>Equipment Leases</i>
02/10/2025	272	CEBT	INV 00733	18,997.36	Y	18,997.36	.00	Vendor Address <i>Insurance</i>
02/10/2025	316	CITIZENS STATE BANK	CL-000112	9,826.42	Y	9,826.42	.00	Vendor Address
02/10/2025	322	CJB Auto Supply	3310 2-25	191.45	Y	191.45	.00	Vendor Address
02/10/2025	2209	Colorado Custom Fire Pits LLC	1849	7,000.00	Y	7,000.00	.00	Vendor Address
02/10/2025	405	Column, PBC	1E825A08	556.73	Y	556.73	.00	Vendor Address
02/10/2025	686	FOUR CORNERS WELDING	GR001947	22.00	Y	22.00	.00	Vendor Address
02/10/2025	786	GREEN ANALYTICAL LABORA	2410173	255.00	Y	255.00	.00	Vendor Address
02/10/2025	999	KEENAN'S PLUMBING & HEA	90406S	256.42	Y	256.42	.00	Vendor Address
02/10/2025	2156	La Plata County Public Health	13056	320.10	Y	320.10	.00	Vendor Address
02/10/2025	1062	LAWSON PRODUCTS INC	93121798	124.92	Y	124.92	.00	Vendor Address
02/10/2025	2208	Les Schwab Tires	19200002	1,087.04	Y	1,087.04	.00	Vendor Address
02/10/2025	2151	MacDougall Consulting	1006	100.00	Y	100.00	.00	Vendor Address
02/10/2025	1170	Mebulbs	4202510-0	751.92	Y	751.92	.00	Vendor Address
02/10/2025	1251	MUNRO SUPPLY INC	468645	518.74	Y	518.74	.00	Vendor Address
02/10/2025	2171	Park & Play USA, LLC	601180	1,245.00	Y	1,245.00	.00	Vendor Address
02/10/2025	2121	Peak Companies	5882248	45.00	Y	45.00	.00	Vendor Address
02/10/2025	2121	Peak Companies	5882249	115.00	Y	115.00	.00	Vendor Address
02/10/2025	1598	SAN MIGUEL POWER ASSOC	27213 1/2	6,919.63	Y	6,919.63	.00	Vendor Address
02/10/2025	1598	SAN MIGUEL POWER ASSOC	37168/374	155.84	Y	155.84	.00	Vendor Address
02/10/2025	2119	Sarah Moore	25-29	1,527.50	Y	1,527.50	.00	Vendor Address
02/10/2025	1664	SILVERTON GROCERY	5522 2/25	101.74	Y	101.74	.00	Vendor Address
02/10/2025	1666	SILVERTON HARDWARE	2502-3235	334.82	Y	334.82	.00	Vendor Address
02/10/2025	1670	SILVERTON LP GAS	1931	76.79	Y	76.79	.00	Vendor Address
02/10/2025	1670	SILVERTON LP GAS	1948	1,103.63	Y	1,103.63	.00	Vendor Address
02/10/2025	1670	SILVERTON LP GAS	2010	555.96	Y	555.96	.00	Vendor Address
02/10/2025	1670	SILVERTON LP GAS	2013	1,365.14	Y	1,365.14	.00	Vendor Address
02/10/2025	1670	SILVERTON LP GAS	2032	558.55	Y	558.55	.00	Vendor Address
02/10/2025	1670	SILVERTON LP GAS	2036	266.03	Y	266.03	.00	Vendor Address
02/10/2025	1670	SILVERTON LP GAS	2037	612.81	Y	612.81	.00	Vendor Address
02/10/2025	1684	SILVERTON SNOWMOBILE C	125	1,625.00	Y	1,625.00	.00	Vendor Address
02/10/2025	1733	SOUTHWESTERN SYSTEMS,	203427	4,209.50	Y	4,209.50	.00	Vendor Address
02/10/2025	1814	TARGET RENTAL	66654	236.60	Y	236.60	.00	Vendor Address
02/10/2025	1814	TARGET RENTAL	67002	316.40	Y	316.40	.00	Vendor Address
02/10/2025	1837	THE CLEAN TEAM	736926	1,475.00	Y	1,475.00	.00	3
02/10/2025	1948	UTILITY NOTIFICATION CENT	20256782	225.00	Y	225.00	.00	Vendor Address
02/10/2025	1959	Vero Fiber Networks, LLC	INV-VFN-7	160.65	Y	160.65	.00	Vendor Address
02/10/2025	1978	WAGNER EQUIPMENT CO	C8725201	9,621.61	Y	9,621.61	.00	Vendor Address
02/10/2025	1978	WAGNER EQUIPMENT CO	C8725301	1,874.13	Y	1,874.13	.00	Vendor Address
Totals:				269,468.31		269,468.31	.00	

Number of invoices to be fully paid: 45
Number of invoices to be partially paid: 0
Number of invoices with no payment: 0

Total number of invoices listed:	45
Total checks from invoices selected:	34
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
02/10/2025	269,468.31	269,468.31	.00
	269,468.31	269,468.31	.00

TOWN OF SILVERTON
COMBINED CASH INVESTMENT
DECEMBER 31, 2024

COMBINED CASH ACCOUNTS

01-10000001	XPRESS DEPOSIT ACCOUNT	49,912.69
01-10000010	CTF FUNDS ACCOUNT	80,969.44
01-10000020	GLACIER BK--CHECKING--8915	853,612.72
01-10000025	CITIZENS ST BK--CHECKING--8876	9,316.90
01-10200000	CASH CLEARING - UTILITY	(115,501.84)
01-10380010	COLOTRUST--GENERAL FUND	54,585.62
01-10380020	COLOTRUST--SEWER DEBT SRV RES	20,414.31
01-10390000	INVESTMENTS - CD'S	510,696.07
TOTAL COMBINED CASH		1,464,005.91
01-10100000	TOTAL ALLOCATION TO FUNDS	(1,464,005.91)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	983,615.19
11	ALLOCATION TO LIBRARY FUND	16,650.37
19	ALLOCATION TO HOUSING AUTHORITY FUND	(51,902.88)
20	ALLOCATION TO CONSERVATION TRUST (PARKS)	81,005.37
21	ALLOCATION TO MOLAS LAKE PARK FUND	316,066.36
22	ALLOCATION TO CEMETERY FUND	55,010.67
32	ALLOCATION TO STREETS FUND	3,821.00
51	ALLOCATION TO WATER FUND	80,339.18
52	ALLOCATION TO SEWER FUND	88,809.27
53	ALLOCATION TO REFUSE FUND	(109,408.62)
TOTAL ALLOCATIONS TO OTHER FUNDS		1,464,005.91
ALLOCATION FROM COMBINED CASH FUND - 01-10100000		(1,464,005.91)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

GENERAL FUND

ASSETS

10-10100000	CASH - POOLED	983,615.19	
10-10110000	PETTY CASH	500.00	
10-10500000	TAXES RECEIVABLE	422,686.00	
10-11500000	ACCOUNTS RECEIVABLE	160,540.05	
10-12600000	INTER-GOVERNMENTAL RECEIVABLE	4,256.24	
TOTAL ASSETS			1,571,597.48

LIABILITIES AND EQUITY

LIABILITIES

10-20090000	ACCRUED SALARIES & BENEFITS	30,622.15	
10-20130000	FICA PAYABLE	(75.27)	
10-20141000	HEALTH INSURANCE PAYABLE	3,899.10	
10-20142000	VISION PAYABLE	124.41	
10-20144000	LIFE INSURANCE PAYABLE	1,190.47	
10-20180000	RETIREMENT PAYABLE	(7,914.79)	
10-20192000	AFLAC PAYABLE	36.49	
10-20200000	ACCOUNTS PAYABLE	61,229.66	
10-22210000	DEFERRED REV-PROPERTY TAXES	422,686.00	
TOTAL LIABILITIES			511,798.22

FUND EQUITY

10-27500000	COMMITTED TO FUTURE CAP OUTLAY	50,000.00	
UNAPPROPRIATED FUND BALANCE:			
10-27900000	FUND BALANCE UNRESERVED	1,053,793.78	
	REVENUE OVER EXPENDITURES - YTD	(43,994.52)	
BALANCE - CURRENT DATE		1,009,799.26	
TOTAL FUND EQUITY			1,059,799.26
TOTAL LIABILITIES AND EQUITY			1,571,597.48

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>TAXES</u>						
10-31-110000	PROPERTY TAXES	309,863.45	321,390.17	9,877.41	454,475.69	422,686 107.5
10-31-120000	SPECIFIC OWNERSHIP TAXES	24,896.51	15,290.62	2,271.46	30,464.54	23,041 132.2
10-31-300000	GENERAL SALES TAXES	1,581,235.01	1,738,193.69	159,999.92	1,806,963.27	1,600,000 112.9
10-31-320000	MARIJUANA SALES TAX	12,523.60	10,244.10	412.80	6,498.82	15,406 42.2
10-31-420000	CIGARETTE TAXES	1,853.79	2,545.72	301.96	2,493.80	2,056 121.3
10-31-460000	FUEL TAXES	.00	.00	.00	2,602.66	3,000 86.8
10-31-810000	SEVERANCE TAX PAYMENT	150.29	.00	.00	.00	2,250 .0
10-31-820000	FRANCHISE TAX	35,330.28	36,474.34	73.00	36,635.72	29,353 124.8
10-31-830000	MINERAL LEASE DISTRIBUTION	1,527.06	.00	.00	.00	0 .0
10-31-900000	PENALTIES AND INTEREST	2,032.20	246.67	.00	.00	1,899 .0
TOTAL TAXES		1,969,412.19	2,124,385.31	172,936.55	2,340,134.50	2,099,691 111.5
<u>LICENSES AND PERMITS</u>						
10-32-110000	LIQUOR LICENSES	4,813.75	3,956.38	.00	5,548.75	4,750 116.8
10-32-160000	PROFESSIONAL & OCCUP LICENSES	28,437.00	12,600.00	750.00	16,225.00	23,000 70.5
10-32-170000	LODGING FEE	73,981.80	67,460.26	3,132.00	126,348.00	67,845 186.2
10-32-210000	BUILDING PERMITS - TOWN	69,042.10	63,237.50	831.25	68,604.50	50,000 137.2
10-32-250000	DINING PERMITS	.00	.00	.00	5,632.00	0 .0
10-32-260000	ANIMAL PERMITS	30.00	20.00	5.00	5.00	50 10.0
10-32-270000	MISCELLANEOUS PERMITS	195.00	935.00	90.00	1,455.00	375 388.0
10-32-310000	MARIJUANA LICENSE	2,000.00	2,000.00	.00	1,000.00	3,000 33.3
10-32-320000	VACATION RENTAL FEES	17,725.00	27,625.00	3,100.00	32,725.00	17,725 184.6
TOTAL LICENSES AND PERMITS		196,224.65	177,834.14	7,908.25	257,543.25	166,745 154.5
<u>INTERGOVERNMENTAL REVENUE</u>						
10-33-134000	2022 BROWNFIELDS GRANT	.00	.00	.00	53,556.38	0 .0
10-33-410000	GRANT REVENUE	2,000.00	9,146.34	.00	3,900.00	446,000 .9
10-33-410001	2023 SJDA DOLA REDI GRANT	.00	.00	.00	35,401.81	0 .0
10-33-410003	DOLA A-0079 KMRA MASTER PLAN	6,250.00	.00	.00	.00	0 .0
10-33-410004	DOLA HB21-1271 PROP ACQ/ANNXTN	344,000.00	.00	.00	3,969.00	22,800 17.4
10-33-410005	DOLA MSOB GRANT (SB21-251)	295,407.24	.00	.00	1,714.96	0 .0
10-33-410006	2019 GOCO GRANT KMRA	.00	.00	.00	36,103.00	0 .0
10-33-420000	DOLA EIAF CODE REWRITE GRNT	.00	9,456.75	.00	46,578.41	0 .0
10-33-430201	2021 DOLA IHOI GRANT	.00	516.28	.00	7,551.00	0 .0
10-33-540000	HIGHWAY USERS TAX	38,848.40	38,766.90	.00	25,393.75	38,583 65.8
10-33-550000	MOTOR VEHICLE REGISTRATION	.00	22,769.41	3,851.66	21,130.39	4,923 429.2
10-33-700000	LOCAL GOVERNMENT GRANTS	.00	.00	.00	5,756.61	0 .0
10-33-730000	SAN JUAN COUNTY ROAD & BRIDGE	5,430.11	1,259.03	178.89	7,183.07	5,430 132.3
10-33-740000	TOWN/COUNTY SHARED EXPENSES	47,887.00	124,121.54	.00	.00	12,872- .0
10-33-741000	SJC SHARED LAW ENFORCEMENT	31,467.00-	.00	29,392.00	29,392.00	31,886 92.2
10-33-750000	SNOWMOBILE CLUB REIMBURSEMENT	1,150.00	6,375.00	.00	6,250.00	8,740 71.5
TOTAL INTERGOVERNMENTAL REVENUE		709,505.75	212,411.25	33,422.55	283,880.38	545,490 52.0

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>CHARGES FOR SERVICES</u>							
10-34-110000	COURT FEES	10.00	.00	.00	.00	0	.0
10-34-130000	PLANNING REVIEW FEES - TOWN	8,375.00	2,460.00-	.00	6,456.75	3,000	215.2
10-34-140000	COPIES & FAXES	4.50	1.50	.00	32.50	20	162.5
10-34-740000	RECREATION FEES	75.00	.00	.00	.00	0	.0
10-34-741000	KMRA MERCHANDISE	.00	.00	300.00-	300.00-	300	100.0
10-34-741100	KENDALL MTN SKI AREA CONCESS	.00	86.00	.00	.00	100	.0
10-34-800000	EXPENSE REIMBURSEMENT	14,651.80	1,497.01	3,595.47	20,150.23	3,000	671.7
10-34-810000	WORK/SERVICES PROVIDED	6,938.65	3,615.47	.00	.00	0	.0
10-34-820000	ADMINISTRATIVE FEE	634,052.00	774,991.51	125,676.84	665,278.04	670,010	99.3
	TOTAL CHARGES FOR SERVICES	664,106.95	777,731.49	128,972.31	691,617.52	676,430	102.3
<u>FINES AND FORFEITURES</u>							
10-35-110000	COURT FINES	525.00	4,414.50	.00	19,550.00	2,000	977.5
10-35-140000	PENALTY ASSESSMENT FEES	7,438.50	8,160.00	275.00	8,045.50	7,000	114.9
	TOTAL FINES AND FORFEITURES	7,963.50	12,574.50	275.00	27,595.50	9,000	306.6
<u>MISCELLANEOUS REVENUE</u>							
10-36-100000	INTEREST REVENUE	3,160.31	5,581.05	217.11	4,702.13	3,000	156.7
10-36-210000	ANESI PARK SHOWERS	.00	.00	.00	5,768.00	0	.0
10-36-300000	MISC RENTS	5,000.00	.00	.00	.00	0	.0
10-36-301000	MEMORIAL PARK RENTAL FEE	.00	1,300.00	.00	1,800.00	1,300	138.5
10-36-303000	KMRA SP. EVENT REVENUE	500.00	825.00	.00	75.00	0	.0
10-36-304000	KM COMMUNITY CENTER RENT	28,038.87	25,478.25	.00	43,163.50	20,000	215.8
10-36-305000	SKI LIFT TICKETS	41,442.37	61,306.95	20,590.87	52,836.24	40,000	132.1
10-36-306000	TOWN HALL RENT	.00	1,125.00	.00	800.00	0	.0
10-36-320000	CELL TOWER LEASE	11,168.91	11,168.91	.00	11,168.91	11,169	100.0
10-36-370000	EQUIPMENT RENTAL	4,431.42	3,305.00	.00	7,550.00	5,000	151.0
10-36-380000	CHAIR RENTALS	.00	.00	.00	87.50	0	.0
10-36-500000	KMRA DONATIONS	200.00	600.00	.00	950.00	0	.0
10-36-501000	COLUMBINE PARK RENTAL FEE	.00	.00	.00	494.00	0	.0
10-36-503000	DOE PRIZE DONATION	.00	100,000.00	.00	200,000.00	0	.0
10-36-720000	SPECIAL EVENT REVENUE	12,640.69	2,635.00	310.00	8,047.20	12,000	67.1
	TOTAL MISCELLANEOUS REVENUE	106,582.57	213,325.16	21,117.98	337,442.48	92,469	364.9
<u>OTHER REVENUES</u>							
10-38-000000	OTHER REVENUES	35,296.31	38,506.18	.00	23,906.78	35,000	68.3
	TOTAL OTHER REVENUES	35,296.31	38,506.18	.00	23,906.78	35,000	68.3

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
	<u>CONTRIBUTIONS AND TRANSFERS</u>						
10-39-210000	SALE OF GENERAL FIXED ASSETS	.00	3,000.00	.00	.00	0	.0
10-39-370000	PROCEEDS FROM CAPITAL LEASES	799,325.00	24,373.30	.00	41,250.00	0	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	799,325.00	27,373.30	.00	41,250.00	0	.0
	TOTAL FUND REVENUE	4,488,416.92	3,584,141.33	364,632.64	4,003,370.41	3,624,825	110.4

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>TOWN BOARD</u>							
10-41110-110	REGULAR EMPLOYEES	27,724.36	27,031.85	2,111.30	27,744.74	27,447	101.1
10-41110-220	SOCIAL SECURITY CONTRIBUTIONS	2,121.19	2,068.00	161.52	2,122.51	2,607	81.4
10-41110-250	UNEMPLOYMENT INSURANCE	55.94	14.83	4.22	25.82	82	31.5
10-41110-341	TRAINING	2,215.10	42.34	.00	3,506.43	3,000	116.9
10-41110-580	TRAVEL	.00	32.38	.00	759.35	500	151.9
10-41110-590	ORGANIZATIONAL DUES	.00	.00	.00	1,156.00	1,058	109.3
10-41110-802	COMMUNITY CONTRIBUTIONS	.00	54,762.00	.00	47,672.00	58,000	82.2
	TOTAL TOWN BOARD	32,116.59	83,951.40	2,277.04	82,986.85	92,694	89.5
<u>MUNICIPAL JUDGE</u>							
10-41210-110	REGULAR EMPLOYEES	7,650.00	8,398.00	690.56	8,977.28	8,977	100.0
10-41210-220	SOCIAL SECURITY CONTRIBUTIONS	585.23	628.43	52.84	686.92	615	111.7
10-41210-250	UNEMPLOYMENT INSURANCE	.00	1.32	1.38	26.22	23	114.0
10-41210-590	ORGANIZATIONAL DUES	904.90	.00	.00	242.54	2,500	9.7
10-41210-640	BOOKS & PERIODICALS	.00	.00	.00	.00	500	.0
	TOTAL MUNICIPAL JUDGE	9,140.13	9,027.75	744.78	9,932.96	12,615	78.7
<u>TOWN ADMINISTRATOR</u>							
10-41310-110	REGULAR EMPLOYEES	89,423.60	101,929.60	8,000.52	106,007.04	105,930	100.1
10-41310-211	HEALTH AND LIFE INSURANCE	10,993.07	10,629.85	949.12	11,843.00	10,662	111.1
10-41310-220	SOCIAL SECURITY CONTRIBUTIONS	6,082.04	6,972.81	608.56	8,000.19	10,033	79.7
10-41310-230	RETIREMENT CONTRIBUTIONS	1,522.08	2,892.45	240.02	3,240.26	3,169	102.3
10-41310-250	UNEMPLOYMENT INSURANCE	159.08	54.71	15.92	91.90	305	30.1
10-41310-260	WORKERS COMPENSATION	.00	.00	.00	.00	833	.0
10-41310-340	PROFESSIONAL SERVICES	.00	.00	.00	13,006.00	13,000	100.1
10-41310-341	TRAINING	628.32	1,250.00	.00	1,913.34	2,500	76.5
10-41310-580	TRAVEL	.00	368.05	.00	1,813.36	1,000	181.3
10-41310-590	ORGANIZATIONAL DUES	190.00	190.00	.00	50.00	1,000	5.0
10-41310-610	OFFICE SUPPLIES	.00	.00	.00	302.28	0	.0
	TOTAL TOWN ADMINISTRATOR	108,998.19	124,287.47	9,814.14	146,267.37	148,432	98.5
<u>PARTNER ORGANIZATIONS</u>							
10-41330-800	PARTNERING	37,189.55	27,264.00	.00	31,664.00	35,000	90.5
10-41330-803	SAN JUAN REGIONAL PLAN COMM	.00	.00	.00	.00	500	.0
10-41330-807	SAN JUAN COUNTY 2000	.00	.00	.00	.00	10,000	.0
10-41330-809	REGION 9 EDD	.00	.00	.00	.00	1,664	.0
	TOTAL PARTNER ORGANIZATIONS	37,189.55	27,264.00	.00	31,664.00	47,164	67.1

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>TOWN CLERK-TREASURER</u>						
10-41350-110 REGULAR EMPLOYEES	50,120.00	94,254.70	8,108.22	99,578.29	62,000	160.6
10-41350-112 DEPUTY CLERK SALARY	37,319.34	.00	.00	.00	44,720	.0
10-41350-130 OVERTIME/PAID COMP TIME	130.23	14.25	31.50	433.13	3,000	14.4
10-41350-211 HEALTH AND LIFE INSURANCE	20,046.28	19,637.65	2,078.46	26,433.71	23,544	112.3
10-41350-220 SOCIAL SECURITY CONTRIBUTIONS	6,697.39	7,213.23	622.70	9,269.86	9,938	93.3
10-41350-230 RETIREMENT CONTRIBUTIONS	895.91	2,492.82	143.08	1,931.58	3,138	61.6
10-41350-250 UNEMPLOYMENT INSURANCE	175.09	52.46	16.28	104.93	313	33.5
10-41350-260 WORKERS COMPENSATION	.00	.00	.00	.00	1,666	.0
10-41350-340 PROFESSIONAL SERVICES- CPA	55,980.00	62,520.85	3,678.75	47,912.50	40,000	119.8
10-41350-341 TRAINING	199.00	2,000.00	.00	1,866.71	2,000	93.3
10-41350-580 TRAVEL	284.76	.00	.00	634.44	500	126.9
10-41350-590 ORGANIZATIONAL DUES	1,273.00	.00	.00	1,211.00	200	605.5
10-41350-614 OPERATING SUPPLIES	.00	.00	.00	198.02	0	.0
10-41350-800 OTHER	.00	.03	.00	.03	0	.0
TOTAL TOWN CLERK-TREASURER	173,121.00	188,185.99	14,678.99	189,574.20	191,019	99.2
<u>ELECTIONS</u>						
10-41400-340 TECH - ELECT JUDGES, ETC	.00	625.00	.00	900.00	3,000	30.0
10-41400-531 POSTAGE	.00	.00	.00	517.50	500	103.5
10-41400-550 PRINTING & BINDING	.00	1,254.46	.00	1,547.05	1,751	88.4
10-41400-580 TRAVEL & MEALS	.00	.00	.00	.00	200	.0
TOTAL ELECTIONS	.00	1,879.46	.00	2,964.55	5,451	54.4
<u>FINANCIAL ADMINISTRATION</u>						
10-41500-332 SUPPORT AGREEMENT	7,681.00	6,992.00	.00	6,704.00	7,000	95.8
10-41500-340 BANK CHARGES	14,143.79	12,102.52	879.65	10,919.43	11,000	99.3
10-41500-349 DEBT ISSUANCE COSTS	53,421.62	.00	.00	.00	0	.0
10-41500-800 CASH OVER/SHORT	.00	5.52	.00	.98-	0	.0
10-41500-801 IRS UNDERPAYMENT/PENALTIES	144.08	.00	.00	.00	0	.0
TOTAL FINANCIAL ADMINISTRATION	75,390.49	19,100.04	879.65	17,622.45	18,000	97.9
<u>LEGAL SERVICES</u>						
10-41530-340 CONTRACT SERVICES-LEGAL	41,909.63	36,030.66	3,040.00	33,959.96	40,000	84.9
TOTAL LEGAL SERVICES	41,909.63	36,030.66	3,040.00	33,959.96	40,000	84.9

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>COMMUNITY DEVELOPMENT</u>						
10-41915-110 REGULAR EMPLOYEES	68,130.40	48,906.60	4,800.00	62,400.00	64,240	97.1
10-41915-115 PART TIME EMPLOYEES	6,753.90	23,379.55	.00	34,575.90	62,400	55.4
10-41915-130 OVERTIME	243.32	.00	.00	2,688.75	0	.0
10-41915-211 HEALTH AND LIFE INSURANCE	8,087.76	12,342.55	1,047.74	19,792.69	23,544	84.1
10-41915-220 SOCIAL SECURITY CONTRIBUTIONS	5,747.26	5,524.03	367.20	7,624.35	11,894	64.1
10-41915-230 RETIREMENT CONTRIBUTIONS	.00	441.60	144.00	2,376.00	3,739	63.6
10-41915-250 UNEMPLOYMENT INSURANCE	136.74	15.17	9.60	103.79	374	27.8
10-41915-260 WORKERS COMPENSATION - GEN GOV	.00	.00	.00	.00	1,666	.0
10-41915-330 PROFESSIONAL SERVICES	45,245.25	143,823.70	1,297.50	128,460.27	83,723	153.4
10-41915-341 TRAINING	.00	969.23	.00	269.95	1,500	18.0
10-41915-342 SPECIAL PROJECT FUNDS	.00	.00	.00	223.74	0	.0
10-41915-531 POSTAGE	32.32	.00	.00	48.30	0	.0
10-41915-540 ADVERTISING	3,673.76	961.21	.00	2,973.24	3,000	99.1
10-41915-550 PRINTING & BINDING	.00	.00	.00	.00	600	.0
10-41915-580 TRAVEL	.00	415.70	.00	927.09	300	309.0
10-41915-590 ORGANIZATIONAL DUES	175.00	.00	.00	.00	0	.0
10-41915-610 OFFICE SUPPLIES	4.79	.00	.00	.00	0	.0
10-41915-640 BOOKS & PERIODICALS	.00	.00	.00	440.00	500	88.0
10-41915-741 MACHINERY & EQUIPMENT	319.95	.00	.00	.00	0	.0
TOTAL COMMUNITY DEVELOPMENT	138,550.45	236,779.34	7,666.04	262,904.07	257,480	102.1
<u>GENERAL GOVT OPERATIONS</u>						
10-41940-291 BONDING INSURANCE	200.00	.00	.00	.00	0	.0
10-41940-310 TREASURERS FEES	6,237.88	2,629.33	201.13	8,685.62	6,236	139.3
10-41940-321 AUDIT SERVICES	9,800.00	9,800.00	.00	10,400.00	9,800	106.1
10-41940-330 ENGINEER SERVICES	10,691.50	23,045.75	37,492.00-	11,376.00	15,000	75.8
10-41940-331 SOFTWARE	.00	.00	.00	2,794.56	0	.0
10-41940-340 PROFESSIONAL SERVICES - IT & M	17,275.00	14,551.27	1,615.55	27,296.81	20,000	136.5
10-41940-430 REPAIRS & MAINTENANCE	257.84	.00	.00	.00	0	.0
10-41940-442 COPIER LEASE	8,473.72	8,008.64	532.22	6,176.52	7,000	88.2
10-41940-443 INTERNET - TOWN HALL	11,553.33	13,708.94	1,286.77	15,717.62	11,553	136.1
10-41940-520 INSURANCE - WC, PROP & LIA	62,444.90	69,815.07	.00	88,905.33	62,587	142.1
10-41940-521 INSURANCE-DEDUCTIBLE	.00	.00	.00	.00	1,000	.0
10-41940-531 POSTAGE	4,032.82	5,215.11	24.20	4,902.35	4,000	122.6
10-41940-532 TELEPHONE	7,359.49	7,487.63	798.27	11,592.47	7,359	157.5
10-41940-540 ADVERTISING	9,364.57	7,797.73	1,001.75	12,710.17	11,000	115.6
10-41940-610 OFFICE SUPPLIES	6,919.17	12,543.25	1,734.79	8,145.01	10,000	81.5
10-41940-614 OPERATING SUPPLIES	.00	.00	1,331.11-	.00	0	.0
10-41940-741 MACHINERY	14,665.97	50.00	1,741.65	1,741.65	2,000	87.1
10-41940-743 FURNITURE & FIXTURES	.00	.00	.00	59.84	2,000	3.0
10-41940-800 CITIZEN ENGAGEMENT	23,028.41	1,678.35	.00	1,800.00	2,000	90.0
TOTAL GENERAL GOVT OPERATIONS	192,304.60	176,331.07	29,886.78-	212,303.95	171,535	123.8

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>VISTOR'S CENTER OPERATIONS</u>						
10-41942-420	CLEANING SERVICES	3,590.50	1,730.61	304.75	1,979.27	3,590 55.1
10-41942-423	CUSTODIAL	8,978.79	7,279.55	142.72	6,192.72	9,000 68.8
10-41942-430	REPAIRS & MAINTENANCE	447.00	7,538.61	1,128.96	3,421.69	4,500 76.0
10-41942-614	OPERATING SUPPLIES	154.31	.00	.00	.00	0 .0
10-41942-620	ELECTRICITY	1,879.00	2,086.00	368.00	2,412.00	3,000 80.4
10-41942-622	PROPANE	9,576.60	14,798.18	2,812.52	12,008.80	12,200 98.4
10-41942-801	CHAMBER CONTRACT	41,988.00	30,000.00	.00	45,000.00	45,000 100.0
TOTAL VISTOR'S CENTER OPERATIONS		66,614.20	63,432.95	4,756.95	71,014.48	77,290 91.9
<u>SENIOR CENTER</u>						
10-41943-304	GRANT EXPENDITURES SR CTR	.00	264.06	.00	6,048.50	0 .0
10-41943-443	INTERNET	.00	500.00	175.06	475.06	0 .0
10-41943-614	MODULAR OPERATING SUPPLIES	273.34	4,041.36	891.31	7,125.29	8,600 82.9
10-41943-620	MODULAR ELECTRICITY	776.03	1,278.24	290.25	4,800.60	1,500 320.0
10-41943-622	MODULAR PROPANE	2,535.81	3,577.28	674.96	3,454.85	2,800 123.4
TOTAL SENIOR CENTER		3,585.18	9,660.94	2,031.58	21,904.30	12,900 169.8
<u>TOWN HALL OPERATIONS</u>						
10-41944-345	TESTING & INSPECTIONS	6,212.00	2,217.40	580.00	2,766.75	4,000 69.2
10-41944-420	CLEANING SERVICES	1,855.92	3,342.82	.00	2,460.72	3,000 82.0
10-41944-423	CUSTODIAL	6,928.01	10,060.58	1,598.45	12,598.45	6,500 193.8
10-41944-430	REPAIRS & MAINTENANCE	6,352.40	7,788.21	255.00	10,168.12	29,000 35.1
10-41944-610	GENERAL SUPPLIES	.00	.00	418.25-	.00	0 .0
10-41944-614	OPERATING SUPPLIES	841.06	4,446.35	474.40	3,853.04	500 770.6
10-41944-620	ELECTRICITY	1,841.00	1,468.00	361.00	2,017.00	2,244 89.9
10-41944-622	PROPANE	12,959.61	17,131.94	4,325.33	15,220.67	14,800 102.8
10-41944-741	MACHINERY & EQUIPMENT	211.87	2,351.39	.00	702.19	1,000 70.2
10-41944-743	FURNITURE & FIXTURES	963.50	.00	.00	900.00	2,000 45.0
TOTAL TOWN HALL OPERATIONS		38,165.37	48,806.69	7,175.93	50,686.94	63,044 80.4
<u>FEDERAL GRANT EXPENDITURES</u>						
10-41945-100	GRANTS	1,054,496.83	136,286.74	934.66-	165,000.00	544,800 30.3
10-41945-104	2022 BROWNFIELDS GRANT	.00	.00	65,294.51	115,481.87	0 .0
TOTAL FEDERAL GRANT EXPENDITURES		1,054,496.83	136,286.74	64,359.85	280,481.87	544,800 51.5

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>STATE GRANTS EXPENDITURES</u>							
10-41946-200	DOLA EIAF CODE REWRITE GRNT	.00	.00	76,216.66	101,936.60	0	.0
10-41946-206	2019 GOCO KMRA GRANT	.00	.00	37,492.00	41,719.00	0	.0
10-41946-210	2023 SJDA DOLA REDI GRANT	.00	.00	22,537.50	26,038.00	0	.0
10-41946-212	2023 MAIN STREET GRANT	.00	.00	.00	243.10	0	.0
	TOTAL STATE GRANTS EXPENDITURES	.00	.00	136,246.16	169,936.70	0	.0
<u>LAW ENFORCEMENT</u>							
10-42100-340	CONTRACT SERVICES	295,800.00	298,920.00	55,515.66	305,336.13	309,271	98.7
	TOTAL LAW ENFORCEMENT	295,800.00	298,920.00	55,515.66	305,336.13	309,271	98.7
<u>FIRE DEPARTMENT</u>							
10-42200-340	CONTRACT SERVICES	60,900.00	56,900.00	.00	54,750.00	54,750	100.0
	TOTAL FIRE DEPARTMENT	60,900.00	56,900.00	.00	54,750.00	54,750	100.0
<u>CARRIAGE HOUSE</u>							
10-42300-330	OTHER PROFESSIONAL-PHYSICIAN	.00	.00	.00	.00	400	.0
10-42300-345	TESTING & INSPECTIONS	.00	.00	.00	.00	350	.0
10-42300-430	REPAIRS & MAINTENANCE	2,575.94	2,869.18	12.99	6,868.30	3,000	228.9
10-42300-615	MAINTENANCE SUPPLIES	564.66	396.88	.00	1,358.48	1,000	135.9
10-42300-620	ELECTRICITY	3,408.00	2,995.00	427.00	3,310.00	3,300	100.3
10-42300-622	PROPANE	5,561.22	9,415.85	1,634.87	8,293.27	8,200	101.1
	TOTAL CARRIAGE HOUSE	12,109.82	15,676.91	2,074.86	19,830.05	16,250	122.0

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>BUILDING AND CODE OFFICER</u>						
10-42400-110 REGULAR EMPLOYEES	83,680.50	69,974.05	4,825.60	62,732.80	84,331	74.4
10-42400-115 PART-TIME/SEASONAL EMPLOYEES	.00	21,612.50	.00	15,260.00	0	.0
10-42400-130 OVERTIME	1,681.25	.00	.00	.00	0	.0
10-42400-211 HEALTH AND LIFE INSURANCE	4,753.78	11,870.23	1,051.38	13,118.75	11,772	111.4
10-42400-220 SOCIAL SECURITY CONTRIBUTIONS	6,530.19	7,006.38	369.16	5,966.40	7,536	79.2
10-42400-230 RETIREMENT CONTRIBUTIONS	.00	835.20	144.76	1,954.26	1,929	101.3
10-42400-250 UNEMPLOYMENT INSURANCE	170.71	20.83	9.66	63.31	238	26.6
10-42400-260 WORKERS COMPENSATION	.00	.00	.00	.00	833	.0
10-42400-341 TRAINING	95.00	1,099.09	.00	.00	2,500	.0
10-42400-580 TRAVEL	198.32	1,150.50	.00	636.60	1,000	63.7
10-42400-590 ORGANIZATIONAL DUES	529.00	175.00	.00	.00	500	.0
10-42400-610 OFFICE SUPPLIES	.00	.00	.00	6,877.12	0	.0
10-42400-640 BOOKS & PERIODICALS	2,998.90	.00	.00	.00	500	.0
TOTAL BUILDING AND CODE OFFICER	100,637.65	113,743.78	6,400.56	106,609.24	111,139	95.9
<u>PUBLIC WORKS PERSONNEL</u>						
10-43100-110 REGULAR EMPLOYEES	311,664.90	347,423.74	36,751.76	436,356.61	452,456	96.4
10-43100-115 PART-TIME/SEASONAL EMPLOYEES	1,643.75	.00	.00	.00	0	.0
10-43100-130 OVERTIME	14,663.04	22,699.68	595.60	14,254.91	20,000	71.3
10-43100-211 HEALTH LIFE & DENTAL INSURANCE	55,611.54	60,846.84	7,246.13	78,346.59	78,456	99.9
10-43100-220 SOCIAL SECURITY CONTRIBUTIONS	24,874.45	28,382.68	2,848.70	34,399.20	44,408	77.5
10-43100-230 RETIREMENT	5,787.71	9,065.64	866.47	10,713.96	13,573	78.9
10-43100-250 UNEMPLOYMENT INSURANCE	650.44	402.34	74.48	435.20	1,357	32.1
10-43100-580 TRAVEL	.00	.00	.00	322.66	500	64.5
TOTAL PUBLIC WORKS PERSONNEL	414,895.83	468,820.92	48,383.14	574,829.13	610,750	94.1

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>STREET MAINTENANCE</u>						
10-43120-320 PROFESSIONAL	.00	325.00	.00	.00	2,000	.0
10-43120-330 OTHER PROFESSIONAL	1,073.58	10,933.11	.00	897.31	20,000	4.5
10-43120-341 SAFETY & TRAINING	185.97	886.89	.00	454.00	500	90.8
10-43120-345 TESTING & INSPECTIONS	1,260.40	295.00	.00	4,094.03	1,200	341.2
10-43120-420 CLEANING SERVICES	2,629.87	3,776.64	504.98	4,833.31	3,800	127.2
10-43120-430 REPAIRS & MAINTENANCE	57,679.36	72,344.05	1,775.22	74,425.54	76,500	97.3
10-43120-442 RENTALS - EQUIPMENT & VEHICLES	1,884.35	.00	.00	25,663.65	25,000	102.7
10-43120-521 INSURANCE-DEDUCTIBLE	.00	.00	.00	.00	1,000	.0
10-43120-580 TRAVEL & MEALS	163.99	108.75	.00	14.58	200	7.3
10-43120-611 DUST CONTROL	34,680.00	37,360.00	.00	41,400.00	38,000	109.0
10-43120-612 GRAVEL	31,545.00	45,012.50	266.68	37,231.18	40,000	93.1
10-43120-613 SIGNS	8,047.54	.00	.00	480.00	10,000	4.8
10-43120-614 OPERATING SUPPLIES	25,841.71	34,428.80	2,190.63	23,842.36	26,000	91.7
10-43120-618 CLOTHING ALLOWANCE	1,250.12	1,829.78	750.00	2,144.52	1,250	171.6
10-43120-619 CONVENIENCE CONTAINER LINERS	.00	.00	.00	1,101.92	0	.0
10-43120-620 ELECTRICITY	11,597.00	10,706.00	2,735.00	15,509.00	13,506	114.8
10-43120-626 FUEL	25,700.32	26,473.62	3,844.99	39,391.64	31,000	127.1
10-43120-741 MACHINERY & EQUIPMENT	41,057.03	9,725.27	.00	22,500.00	40,000	56.3
TOTAL STREET MAINTENANCE	244,596.24	254,205.41	12,067.50	293,983.04	329,956	89.1
<u>FACILITIES AND PARK ADMIN</u>						
10-45110-110 REGULAR EMPLOYEES	142,426.75	186,173.54	11,602.29	165,029.87	200,740	82.2
10-45110-115 PART-TIME/SEASONAL EMPLOYEES	27,006.31	3,604.54	4,478.25	30,976.57	37,000	83.7
10-45110-130 OVERTIME	3,772.49	6,154.87	7.02	5,951.88	4,000	148.8
10-45110-211 HEALTH AND LIFE INSURANCE	34,153.05	33,101.65	3,000.48	39,297.10	47,088	83.5
10-45110-220 SOCIAL SECURITY CONTRIBUTIONS	13,243.81	14,995.35	1,230.70	15,188.22	22,977	66.1
10-45110-230 RETIREMENT CONTRIBUTIONS	2,088.00	3,002.43	348.28	5,456.61	4,966	109.9
10-45110-250 UNEMPLOYMENT INSURANCE	346.26	126.42	32.18	183.83	726	25.3
10-45110-341 TRAINING	.00	444.58	794.62	3,372.28	3,200	105.4
10-45110-344 JULY 4 VOLUNTEERS	15,000.00	.00	92.82-	.00	0	.0
10-45110-618 CLOTHING ALLOWANCE	.00	457.67	.00	.00	0	.0
10-45110-801 RECREATION PROGRAMS	139.80	525.30	.00	384.45	0	.0
TOTAL FACILITIES AND PARK ADMIN	238,176.47	248,586.35	21,401.00	265,840.81	320,697	82.9

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>PARK MAINTENANCE</u>						
10-45120-430 REPAIRS & MAINTENANCE	8,924.82	6,968.59	175.00	18,418.90	11,000	167.4
10-45120-531 POSTAGE	.00	.00	24.20-	.00	0	.0
10-45120-614 OPERATING SUPPLIES	12,450.43	20,525.30	267.91	11,355.71	15,000	75.7
10-45120-616 SUPPLIES JULY 4TH CAMPGROUND	16,152.95	14,135.63	.00	12,932.63	16,700	77.4
10-45120-620 ELECTRICITY	1,104.73	24,705.98	721.00	1,974.28	10,000	19.7
10-45120-626 FUEL	.00	14,128.04	.00	480.80	14,000	3.4
10-45120-701 COLUMBINE PARK	99,094.91	349,645.40	627.00	27,541.98	10,000	275.4
10-45120-702 COLUMBINE PARK LOAN EXP	387,324.69	531,089.85	.00	.00	0	.0
10-45120-730 CAPITAL IMPROVEMENT	.00	.00	.00	5,782.46	0	.0
TOTAL PARK MAINTENANCE	525,052.53	961,198.79	1,766.71	78,486.76	76,700	102.3
<u>KENDALL MOUNTAIN PARK</u>						
10-45121-330 TECHNICAL SERVICES	.00	112.15	1,282.73	13,103.06	6,500	201.6
10-45121-340 SNOW GROOMING	4,406.44	1,749.39	867.04	6,277.25	9,000	69.8
10-45121-345 TESTING & INSPECTIONS	7,942.39	17,917.18	80.00	7,417.03	5,000	148.3
10-45121-423 CUSTODIAL	1,250.00	1,465.00	247.58	4,303.96	5,780	74.5
10-45121-430 REPAIRS & MAINTENANCE	9,214.25	25,795.24	653.31	10,170.94	12,000	84.8
10-45121-442 RENTALS	.00	4.07	.00	1,523.61	2,500	60.9
10-45121-614 OPERATING SUPPLIES	6,526.11	18,650.84	100.00	16,198.43	18,000	90.0
10-45121-620 ELECTRICITY	6,029.93	3,747.52	897.72	5,707.96	11,600	49.2
10-45121-622 PROPANE	7,248.14	12,345.24	1,657.53	11,330.11	11,000	103.0
10-45121-700 KENDALL MOUNTAIN PLANNING	4,860.00	.00	.00	.00	0	.0
10-45121-720 BUILDINGS	.00	4,506.07	.00	.00	0	.0
10-45121-730 IMPROVEMENTS OTHER THAN BLDGS	.00	.00	.00	175,222.65	175,000	100.1
TOTAL KENDALL MOUNTAIN PARK	47,477.26	86,292.70	5,785.91	251,255.00	256,380	98.0

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>COMMUNICATIONS & EVENTS</u>						
10-46100-110 REGULAR EMPLOYEES	44,812.06	50,748.10	3,848.00	65,134.13	71,245	91.4
10-46100-130 OVERTIME	1,578.62	.00	.00	.00	0	.0
10-46100-211 HEALTH & LIFE INSURANCE	11,418.42	12,290.74	1,033.76	5,688.42	11,772	48.3
10-46100-220 SOCIAL SECURITY CONTRIBUTIONS	3,546.92	3,884.16	294.38	2,216.25	6,767	32.8
10-46100-230 RETIREMENT	471.93	1,464.00	115.44	715.59	1,620	44.2
10-46100-250 UNEMPLOYMENT INSURANCE	92.69	22.96	7.70	39.35	169	23.3
10-46100-340 PROFESSIONAL SERVICES	516.71	.00	.00	4,550.39	1,000	455.0
10-46100-341 TRAINING	.00	762.83	.00	843.53	2,000	42.2
10-46100-347 ENTERTAINMENT/PERFORMERS	10,782.00	10,090.00	.00	11,375.00	11,600	98.1
10-46100-423 CUSTODIAL	5,673.70	5,992.57	5,030.00	6,526.69	7,000	93.2
10-46100-541 MARKETING	5,791.22	10,810.89	3,379.39	11,438.04	12,500	91.5
10-46100-580 TRAVEL	.00	.00	.00	1,354.90	1,000	135.5
10-46100-614 OPERATING SUPPLIES	1,796.55	3,891.49	.00	4,213.01	7,000	60.2
10-46100-621 REPLACEABLE FURNITURE	10,540.00	.00	.00	.00	1,200	.0
10-46100-801 FIREWORKS	3,500.00	4,500.00	.00	4,650.00	9,000	51.7
TOTAL COMMUNICATIONS & EVENTS	100,520.82	104,457.74	13,708.67	118,745.30	143,873	82.5
<u>CONTRIB TO FUTURE CAP OUTLAY</u>						
10-46500-850 CONTRIB TO FUTURE CAP OUTLAY	.00	.00	.00	.00	25,000	.0
TOTAL CONTRIB TO FUTURE CAP OUTLAY	.00	.00	.00	.00	25,000	.0
<u>LONG TERM DEBT PAYMENTS</u>						
10-47110-746 CATERPILLAR LEASES	90,574.11	104,730.19	1,085.59	13,264.54	90,229	14.7
10-47110-747 GENIE BOOM LIFT LEASE	.00	44,017.92	.00	.00	13,027	.0
10-47110-749 KUBOTA TRACTOR	9,373.18	.00	.00	.00	0	.0
10-47110-751 PRINOTH SNOW GROOMER	19,042.41	11,400.00	950.00	11,400.00	11,400	100.0
10-47110-752 TOWN VEHICLE	9,117.40	4,847.22	.00	1,708.88	0	.0
10-47110-754 COLUMBINE PARK LEASE	96,058.16	95,655.41	81,811.25	95,708.90	95,622	100.1
10-47110-755 2006 DUMP TRUCK	.00	.00	.00	35,412.50	0	.0
TOTAL LONG TERM DEBT PAYMENTS	224,165.26	260,650.74	83,846.84	157,494.82	210,278	74.9
<u>OPERATING TRANSFERS OUT</u>						
10-49110-960 TRANSFER TO REFUSE FUND	141,322.00	.00	8,820.82	106,000.00	106,100	99.9
10-49110-980 TRANSFER TO LIBRARY FUND	120,000.00	125,000.00	10,833.35	130,000.00	130,000	100.0
TOTAL OPERATING TRANSFERS OUT	261,322.00	125,000.00	19,654.17	236,000.00	236,100	100.0
TOTAL FUND EXPENDITURES	4,497,236.09	4,155,477.84	494,389.35	4,047,364.93	4,383,568	92.3

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
NET REVENUE OVER EXPENDITURES	8,819.17-	571,336.51-	129,756.71-	43,994.52-	758,743-	5.8-

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

LIBRARY FUND

ASSETS

11-10100000	CASH-POOLED	16,650.37	
	TOTAL ASSETS		16,650.37

LIABILITIES AND EQUITY

FUND EQUITY

11-27300000	FUND BAL RESERVED - LIBRARY	7,753.00	
11-27500000	COMMITTED TO FUTURE CAP OUTLAY	1,500.00	
	UNAPPROPRIATED FUND BALANCE:		
11-27900000	FUND BALANCE UNRESERVED	3,091.34	
	REVENUE OVER EXPENDITURES - YTD	4,306.03	
	BALANCE - CURRENT DATE	7,397.37	
	TOTAL FUND EQUITY		16,650.37
	TOTAL LIABILITIES AND EQUITY		16,650.37

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

LIBRARY FUND

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>INTERGOVERNMENTAL REVENUES</u>							
11-33-132100	FEDERAL GRANT - USAC (UNIVRSL	.00	.00	.00	.00	7,018	.0
11-33-410010	GRANT REVENUE-2024 SCHOOL GRAN	.00	.00	.00	5,000.00	0	.0
11-33-493000	STATE GRANTS-LIBRARY	3,812.05	3,000.00	.00	10,163.20	9,000	112.9
	TOTAL INTERGOVERNMENTAL REVENUES	3,812.05	3,000.00	.00	15,163.20	16,018	94.7
<u>MISCELLANEOUS REVENUE</u>							
11-36-100000	INTEREST REVENUE	.00	.00	.00	15.23	0	.0
11-36-500000	CONTRIBUTIONS	.00	9,379.22	.00	.00	500	.0
	TOTAL MISCELLANEOUS REVENUE	.00	9,379.22	.00	15.23	500	3.1
<u>OTHER REVENUES</u>							
11-38-000000	OTHER REVENUES	.00	824.90	.00	.00	0	.0
	TOTAL OTHER REVENUES	.00	824.90	.00	.00	0	.0
<u>TRANSFERS</u>							
11-39-110000	TRANSFERS IN - GENERAL FUND	120,000.00	125,000.00	10,833.35	130,000.00	130,000	100.0
	TOTAL TRANSFERS	120,000.00	125,000.00	10,833.35	130,000.00	130,000	100.0
	TOTAL FUND REVENUE	123,812.05	138,204.12	10,833.35	145,178.43	146,518	99.1

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

LIBRARY FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>LIBRARY</u>						
11-45500-110 REGULAR EMPLOYEES	78,748.87	69,823.02	5,237.94	72,201.46	64,480	112.0
11-45500-115 PART-TIME/SEASONAL EMPLOYEES	4,434.03	12,677.24	1,627.94	18,270.56	22,776	80.2
11-45500-211 HEALTH AND LIFE INSURANCE	11,743.72	1,402.05	135.20	1,690.00	1,500	112.7
11-45500-220 SOCIAL SECURITY CONTRIBUTIONS	6,362.34	6,312.53	525.24	6,921.09	8,090	85.6
11-45500-230 RETIREMENT CONTRIBUTIONS	1,561.24	572.16	148.80	2,008.80	1,888	106.4
11-45500-250 UNEMPLOYMENT INSURANCE	166.32	30.68	13.73	239.97	255	94.1
11-45500-260 WORKERS COMPENSATION	.00	.00	.00	.00	833	.0
11-45500-321 AUTOMATION	2,981.59	2,261.14	.00	.00	1,950	.0
11-45500-341 TRAINING	75.00	1,340.40	.00	1,887.71	2,000	94.4
11-45500-420 CLEANING SERVICES	293.84	896.70	60.12	480.96	0	.0
11-45500-423 CUSTODIAL	382.61	.00	.00	1,415.24	2,000	70.8
11-45500-430 REPAIRS & MAINTENANCE	2,025.30	18,175.48	.00	1,434.45	3,000	47.8
11-45500-441 PO BOX RENTAL	.00	252.00	.00	264.00	252	104.8
11-45500-442 RICOH COPIER LEASE	908.92	1,047.18	.00	2,732.52	1,700	160.7
11-45500-443 INTERNET DSL	2,878.62	3,468.35	324.49	4,074.75	2,900	140.5
11-45500-531 POSTAGE	868.28	12.60	.00	.00	100	.0
11-45500-532 TELEPHONE	811.67	613.86	53.17	655.55	1,200	54.6
11-45500-540 ADVERTISING	735.12	1,664.24	.00	1,375.57	2,000	68.8
11-45500-580 TRAVEL & MEALS	805.20	2,111.60	.00	1,398.92	3,000	46.6
11-45500-590 ORGANIZATIONAL DUES	305.00	105.00	.00	488.00	1,000	48.8
11-45500-610 GENERAL & OFFICE SUPPLIES	2,033.25	2,569.61	2.99	6,473.44	5,000	129.5
11-45500-614 PROGRAMS	621.26	3,001.08	.00	2,507.17	3,000	83.6
11-45500-620 ELECTRICITY	1,460.00	980.00	210.00	1,177.00	1,500	78.5
11-45500-624 HEATING OIL	5,256.40	6,195.12	727.50	4,637.42	8,000	58.0
11-45500-641 COLLECTION	7,175.28	6,662.43	.00	5,537.82	8,000	69.2
11-45500-650 STATE GRANT:EARLY LITERACY	.00	10,926.61	.00	.00	0	.0
11-45500-651 2023 STATE GRNT-GROWING READER	.00	.00	.00	3,000.00	0	.0
TOTAL LIBRARY	132,633.86	153,101.08	9,067.12	140,872.40	146,424	96.2
TOTAL FUND EXPENDITURES	132,633.86	153,101.08	9,067.12	140,872.40	146,424	96.2
NET REVENUE OVER EXPENDITURES	8,821.81-	14,896.96-	1,766.23	4,306.03	94	4580.

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

HOUSING AUTHORITY FUND

ASSETS

19-10100000	CASH - POOLED	(51,902.88)	
	TOTAL ASSETS		(51,902.88)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	(51,902.88)		
BALANCE - CURRENT DATE		(51,902.88)	
TOTAL FUND EQUITY			(51,902.88)
TOTAL LIABILITIES AND EQUITY			(51,902.88)

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

HOUSING AUTHORITY FUND

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>INTERGOVERNMENTAL REVENUE</u>							
19-33-430201	2021 DOLA IHOI GRANT	.00	.00	.00	4,969.00	0	.0
19-33-430203	2024 MORE HSING NOW GRANT	.00	.00	8,809.00	8,809.00	0	.0
19-33-430204	2024 CHFA ADU GRANT	.00	.00	14,000.00	14,000.00	0	.0
19-33-430301	COUNTY GRANTS	.00	.00	6,850.00	6,850.00	0	.0
TOTAL INTERGOVERNMENTAL REVENUE		.00	.00	29,659.00	34,628.00	0	.0
TOTAL FUND REVENUE		.00	.00	29,659.00	34,628.00	0	.0

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

HOUSING AUTHORITY FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>HOUSING AUTHORITY OPERATIONS</u>							
19-45300-110	REGULAR EMPLOYEES	.00	.00	4,800.00	26,400.00	24,000	110.0
19-45300-211	HEALTH AND LIFE INSURANCE	.00	.00	1,033.76	5,685.68	4,700	121.0
19-45300-220	SOCIAL SECURITY CONTRIBUTIONS	.00	.00	367.20	2,019.60	0	.0
19-45300-230	RETIREMENT	.00	.00	144.00	216.00	0	.0
19-45300-250	UNEMPLOYMENT INSURANCE	.00	.00	9.60	9.60	0	.0
19-45300-330	ENGINEER SERVICES	.00	.00	4,175.00	16,280.00	9,335	174.4
19-45300-331	LEGAL SERVICES	.00	.00	.00	361.00	0	.0
	TOTAL HOUSING AUTHORITY OPERATIONS	.00	.00	10,529.56	50,971.88	38,035	134.0
<u>STATE GRANTS EXPENDITURES</u>							
19-45346-201	2021 DOLA IHOI GRANT CLEANUP	.00	.00	.00	4,900.00	0	.0
19-45346-213	2024 GRANT BOXCAR APTS	.00	.00	15,329.50	15,329.50	0	.0
19-45346-214	ENGINEERING - MORE HSING NOW	.00	.00	15,329.50	15,329.50	0	.0
	TOTAL STATE GRANTS EXPENDITURES	.00	.00	30,659.00	35,559.00	0	.0
	TOTAL FUND EXPENDITURES	.00	.00	41,188.56	86,530.88	38,035	227.5
	NET REVENUE OVER EXPENDITURES	.00	.00	11,529.56-	51,902.88-	38,035-	136.5

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

CONSERVATION TRUST (PARKS)

<u>ASSETS</u>			
20-10100000	CASH - POOLED	81,005.37	
TOTAL ASSETS			81,005.37
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
20-27900000	FUND BALANCE UNRESERVED	72,270.98	
	REVENUE OVER EXPENDITURES - YTD	8,734.39	
BALANCE - CURRENT DATE		81,005.37	
TOTAL FUND EQUITY			81,005.37
TOTAL LIABILITIES AND EQUITY			81,005.37

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

CONSERVATION TRUST (PARKS)

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
	<u>INTERGOVERNMENTAL REVENUE</u>						
20-33-780000	LOTTERY FUNDS	7,980.71	9,195.92	2,132.66	8,698.46	7,156	121.6
	TOTAL INTERGOVERNMENTAL REVENUE	7,980.71	9,195.92	2,132.66	8,698.46	7,156	121.6
	<u>MISCELLANEOUS REVENUE</u>						
20-36-100000	INTEREST REVENUE	39.76	.00	.00	35.93	21	171.1
	TOTAL MISCELLANEOUS REVENUE	39.76	.00	.00	35.93	21	171.1
	TOTAL FUND REVENUE	8,020.47	9,195.92	2,132.66	8,734.39	7,177	121.7

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

CONSERVATION TRUST (PARKS)

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>PARKS ADMINISTRATION & MTCE</u>						
20-45120-730 IMPROVEMENTS OTHER THAN BLDGS	.00	.00	.00	.00	29,667	.0
TOTAL PARKS ADMINISTRATION & MTCE	.00	.00	.00	.00	29,667	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	29,667	.0
NET REVENUE OVER EXPENDITURES	8,020.47	9,195.92	2,132.66	8,734.39	22,490-	38.8

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

MOLAS LAKE PARK FUND

ASSETS

21-10100000	CASH - POOLED	316,066.36	
	TOTAL ASSETS		316,066.36

LIABILITIES AND EQUITY

FUND EQUITY

21-27500000	COMMITTED TO FUTURE CAP OUTLAY	30,000.00	
	UNAPPROPRIATED FUND BALANCE:		
21-27900000	FUND BALANCE UNRESERVED	284,077.37	
	REVENUE OVER EXPENDITURES - YTD	1,988.99	
	BALANCE - CURRENT DATE	286,066.36	
	TOTAL FUND EQUITY		316,066.36
	TOTAL LIABILITIES AND EQUITY		316,066.36

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

MOLAS LAKE PARK FUND

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL2023-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCN</u>
	<u>USER FEES</u>						
21-34-741100	CAMPGROUND RESERVATIONS	203,382.16	187,372.05	3,970.87	190,620.77	200,000	95.3
21-34-743000	DOG SLED TOURS	.00	331.80	.00	.00	500	.0
	TOTAL USER FEES	<u>203,382.16</u>	<u>187,703.85</u>	<u>3,970.87</u>	<u>190,620.77</u>	<u>200,500</u>	<u>95.1</u>
	<u>SOURCE 36</u>						
21-36-100000	INTEREST REVENUE	.00	.00	.00	1,630.77	0	.0
	TOTAL SOURCE 36	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>1,630.77</u>	<u>0</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>203,382.16</u>	<u>187,703.85</u>	<u>3,970.87</u>	<u>192,251.54</u>	<u>200,500</u>	<u>95.9</u>

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

MOLAS LAKE PARK FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>MOLAS LAKE PARK</u>						
21-45220-330 OTHER PROFESSIONAL SERVICES	4,945.00	20,427.64	.00	10,061.36	6,181	162.8
21-45220-340 MANAGEMENT SERVICES	56,426.39	52,337.50	.00	55,421.18	53,250	104.1
21-45220-341 CREDIT CARD FEES	801.00	867.08	228.70	1,450.99	700	207.3
21-45220-350 ADMINISTRATIVE FEE	45,828.00	55,562.00	72,531.00	72,531.00	72,531	100.0
21-45220-410 OPERATING EXPENSES	26,747.73	21,006.23	.00	25,620.59	45,000	56.9
21-45220-430 REPAIRS & MAINTENANCE	8,388.36	5,774.00	.00	22,570.43	15,000	150.5
21-45220-520 INSURANCE	.00	.00	.00	.00	341	.0
21-45220-540 ADVERTISING	337.00	1,761.67	.00	.00	500	.0
21-45220-610 SUPPLIES	.00	.00	.00	240.00	5,000	4.8
21-45220-620 ELECTRICITY	356.00	.00	747.00	2,367.00	1,000	236.7
TOTAL MOLAS LAKE PARK	143,829.48	157,736.12	73,506.70	190,262.55	199,503	95.4
TOTAL FUND EXPENDITURES	143,829.48	157,736.12	73,506.70	190,262.55	199,503	95.4
NET REVENUE OVER EXPENDITURES	59,552.68	29,967.73	69,535.83-	1,988.99	997	199.5

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

CEMETERY FUND

ASSETS

22-10100000	CASH - POOLED	55,010.67	
	TOTAL ASSETS		55,010.67

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
22-27900000	FUND BALANCE UNRESERVED	54,609.44	
	REVENUE OVER EXPENDITURES - YTD	401.23	
	BALANCE - CURRENT DATE	55,010.67	
	TOTAL FUND EQUITY		55,010.67
	TOTAL LIABILITIES AND EQUITY		55,010.67

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

CEMETERY FUND

	YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>MISCELLANEOUS REVENUE</u>						
22-36-100000 INTEREST REVENUE	.00	.00	.00	228.08	0	.0
22-36-500000 CONTRIBUTION & DONATIONS	250.00	.00	.00	.00	0	.0
22-36-510000 CEMETERY SITE FEES	8,500.00	4,260.00	.00	4,350.00	5,000	87.0
TOTAL MISCELLANEOUS REVENUE	8,750.00	4,260.00	.00	4,578.08	5,000	91.6
TOTAL FUND REVENUE	8,750.00	4,260.00	.00	4,578.08	5,000	91.6

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

CEMETERY FUND

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL 2023-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCN</u>
	<u>HILLSIDE CEMETERY</u>						
22-44190-430	CONTRACTED SERVICES	660.00	.00	.00	.00	0	.0
22-44190-614	OPERATING SUPPLIES	1,619.85	.00	3,155.00	4,176.85	20,000	20.9
	TOTAL HILLSIDE CEMETERY	2,279.85	.00	3,155.00	4,176.85	20,000	20.9
	TOTAL FUND EXPENDITURES	2,279.85	.00	3,155.00	4,176.85	20,000	20.9
	NET REVENUE OVER EXPENDITURES	6,470.15	4,260.00	3,155.00-	401.23	15,000-	2.7

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

STREETS FUND

ASSETS

32-10100000	CASH - POOLED	3,821.00	
	TOTAL ASSETS		3,821.00

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	3,821.00		
		3,821.00	
BALANCE - CURRENT DATE			
TOTAL FUND EQUITY			3,821.00
TOTAL LIABILITIES AND EQUITY			3,821.00

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

STREETS FUND

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL2023-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCN</u>
	<u>IMPACT FEES</u>						
32-32-180000	IMPACT FEE	<u>.00</u>	<u>.00</u>	<u>3,821.00</u>	<u>3,821.00</u>	<u>0</u>	<u>.0</u>
	TOTAL IMPACT FEES	<u>.00</u>	<u>.00</u>	<u>3,821.00</u>	<u>3,821.00</u>	<u>0</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>.00</u>	<u>.00</u>	<u>3,821.00</u>	<u>3,821.00</u>	<u>0</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>3,821.00</u>	<u>3,821.00</u>	<u>0</u>	<u>.0</u>

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

WATER FUND

ASSETS

51-10100000	CASH - POOLED	80,339.18	
51-11500000	ACCOUNTS RECEIVABLE	79,540.31	
51-14100000	INVENTORIES - MATERIAL & SUPPL	112,855.18	
51-16200000	BUILDINGS	222,775.00	
51-16300000	IMPROVEMENTS OTHER THAN BLDGS	2,167,227.21	
51-16310000	ACCUMULATED DEPRECIATION-OTHER	(1,381,912.43)	
51-16400000	MACHINERY & EQUIPMENT	253,060.99	
51-16410000	ACCUMULATED DEPRECIATION-MACH	(152,854.00)	
TOTAL ASSETS			1,381,031.44

LIABILITIES AND EQUITY

LIABILITIES

51-22550000	CWRPDA #18F390 LOAN PAYABLE	212,189.95	
TOTAL LIABILITIES			212,189.95

FUND EQUITY

51-27500000	COMMITTED TO FUTURE CAP OUTLAY	323,276.33	
UNAPPROPRIATED FUND BALANCE:			
51-27900000	RETAINED EARNINGS	864,352.91	
	REVENUE OVER EXPENDITURES - YTD	(18,787.75)	
BALANCE - CURRENT DATE		845,565.16	
TOTAL FUND EQUITY			1,168,841.49
TOTAL LIABILITIES AND EQUITY			1,381,031.44

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>GRANT REVENUES</u>							
51-33-133000	AMERICAN RESCUE PLAN (ARP)	83,322.45	.00	.00	.00	0	.0
51-33-430400	GRANTS	.00	.00	.00	.00	112,000	.0
	TOTAL GRANT REVENUES	83,322.45	.00	.00	.00	112,000	.0
<u>CHARGES FOR SERVICES</u>							
51-34-410000	WATER FEES	268,241.81	284,715.96	.00	309,053.68	339,753	91.0
51-34-411000	WATER TAP CONNECTION FEES	39,128.80	7,957.00	.00	12,637.75	34,672	36.5
51-34-412000	PLANT INVESTMENT FEES	54,064.50	18,604.00	.00	14,121.75	51,161	27.6
51-34-413000	OPERATING ASSESSMENT	102,474.36	103,013.73	.00	87,413.20	107,487	81.3
	TOTAL CHARGES FOR SERVICES	463,909.47	414,290.69	.00	423,226.38	533,073	79.4
<u>MISCELLANEOUS REVENUE</u>							
51-36-100000	INTEREST REVENUE	.00	.00	.00	542.74	0	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	.00	542.74	0	.0
<u>OTHER REVENUES</u>							
51-38-000000	OTHER REVENUES	86.04	237.95-	.00	40.00	200	20.0
51-38-100000	WATER DISPENSER REVENUE	1,784.88	2,495.21	.00	1,750.31	3,000	58.3
51-38-150000	BACKFLOW TESTING	.00	.00	3,306.00	11,154.00	0	.0
	TOTAL OTHER REVENUES	1,870.92	2,257.26	3,306.00	12,944.31	3,200	404.5
	TOTAL FUND REVENUE	549,102.84	416,547.95	3,306.00	436,713.43	648,273	67.4

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>FIRE HYDRANT REPAIR SERVICES</u>							
51-42260-730	FIRE HYDRANTS	.00	26,802.66	.00	.00	15,000	.0
	TOTAL FIRE HYDRANT REPAIR SERVICES	.00	26,802.66	.00	.00	15,000	.0
<u>DISTRIBUTION (INCL TANK)</u>							
51-43310-340	TECHNICAL	860.29	1,916.70	.00	.00	2,500	.0
51-43310-430	REPAIRS & MAINTENANCE	18,897.88	29,834.16	3,037.64	27,611.16	20,000	138.1
51-43310-612	GRAVEL	4,070.00	5,418.75	49.68	6,813.43	7,000	97.3
51-43310-614	OPERATING SUPPLIES	5,875.86	3,381.22	.00	7,597.34	12,000	63.3
51-43310-616	WATER METERS	12,844.23	.00	.00	731.28	5,000	14.6
51-43310-730	IMPROVEMENTS OTHER THAN BLDGS	.00	.00	.00	.00	112,000	.0
	TOTAL DISTRIBUTION (INCL TANK)	42,548.26	40,550.83	3,087.32	42,753.21	158,500	27.0
<u>TREATMENT</u>							
51-43320-345	TESTING & INSPECTIONS	3,579.00	3,518.80	.00	4,161.00	5,714	72.8
51-43320-346	PERMITS	465.00	1,045.00	.00	1,190.00	4,431	26.9
51-43320-430	REPAIRS & MAINTENANCE	4,148.63	6,407.60	1,500.00	5,343.81	10,000	53.4
51-43320-614	OPERATING SUPPLIES	8,484.41	10,875.25	1,706.74	10,647.69	10,000	106.5
51-43320-620	ELECTRICITY	3,500.00	2,867.00	752.00	3,686.00	4,500	81.9
51-43320-622	PROPANE	4,799.14	7,414.47	1,423.08	6,742.28	7,770	86.8
	TOTAL TREATMENT	24,976.18	32,128.12	5,381.82	31,770.78	42,415	74.9
<u>SOURCE/SUPPLY & TRANSMISSION</u>							
51-43330-330	ENGINEERING	1,125.50	.00	.00	.00	0	.0
51-43330-430	REPAIRS & MAINTENANCE	1,100.00	10,670.00	.00	.00	10,000	.0
51-43330-730	IMPROVEMENTS OTHER THAN BLDGS	65,147.86	3,305.02	.00	4,557.00	15,000	30.4
	TOTAL SOURCE/SUPPLY & TRANSMISSION	67,373.36	13,975.02	.00	4,557.00	25,000	18.2
<u>GRANT EXPENDITURES</u>							
51-43331-400	GRANTS	.00	.00	.00	.00	112,000	.0
	TOTAL GRANT EXPENDITURES	.00	.00	.00	.00	112,000	.0

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>ADMINISTRATION</u>						
51-43340-340 TECHNICAL	5,557.90	3,906.97	164.49	5,008.18	7,500	66.8
51-43340-341 TRAINING	900.00	.00	.00	1,393.91	2,000	69.7
51-43340-342 LEGAL FEES	.00	.00	.00	.00	1,000	.0
51-43340-350 ADMINISTRATIVE FEE	334,518.00	419,395.00	29,780.50	357,366.00	357,366	100.0
51-43340-580 TRAVEL & MEALS	76.11	721.93	.00	1,557.09	1,000	155.7
51-43340-590 ORGANIZATIONAL DUES	990.00	56.76	3.87	586.43	325	180.4
51-43340-626 FUEL	4,483.92	6,419.82	640.83	2,020.98	6,500	31.1
TOTAL ADMINISTRATION	346,525.93	430,500.48	30,589.69	367,932.59	375,691	97.9
<u>DEBT SERVICE</u>						
51-47220-723 CWPDA SRF LOAN DEBT PRINCIPAL	8,487.60	8,487.60	.00	8,487.60	8,488	100.0
51-47220-724 WATER DISPENSER LOAN	2,858.31	2,134.21	.00	.00	0	.0
TOTAL DEBT SERVICE	11,345.91	10,621.81	.00	8,487.60	8,488	100.0
<u>DEBT SERVICE</u>						
51-47310-722 CWPDA SRF LOAN	.00	740.00	.00	.00	8,575	.0
TOTAL DEBT SERVICE	.00	740.00	.00	.00	8,575	.0
TOTAL FUND EXPENDITURES	492,769.64	555,318.92	39,058.83	455,501.18	745,669	61.1
NET REVENUE OVER EXPENDITURES	56,333.20	138,770.97-	35,752.83-	18,787.75-	97,396-	19.3-

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

SEWER FUND

ASSETS

52-10100000	CASH - POOLED	88,809.27	
52-11500000	ACCOUNTS RECEIVABLE	65,980.36	
52-14100000	INVENTORIES - MATERIAL & SUPPL	6,985.20	
52-16100000	LAND	670.10	
52-16300000	IMPROVEMENTS OTHER THAN BLDGS	1,114,534.66	
52-16310000	ACCUMULATED DEPRECIATION-OTHER	(836,799.00)	
52-16400000	MACHINERY & EQUIPMENT	224,294.00	
52-16410000	ACCUMULATED DEPRECIATION-MACH	(120,386.00)	
TOTAL ASSETS			544,088.59

LIABILITIES AND EQUITY

FUND EQUITY

52-27500000	COMMITTED TO FUTURE CAP OUTLAY	66,343.41	
UNAPPROPRIATED FUND BALANCE:			
52-27900000	RETAINED EARNINGS	484,703.28	
	REVENUE OVER EXPENDITURES - YTD	(6,958.10)	
BALANCE - CURRENT DATE		477,745.18	
TOTAL FUND EQUITY			544,088.59
TOTAL LIABILITIES AND EQUITY			544,088.59

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

SEWER FUND

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
	<u>GRANT REVENUE</u>						
52-33-430402	GRANT REVENUE	.00	.00	.00	.00	75,000	.0
	TOTAL GRANT REVENUE	.00	.00	.00	.00	75,000	.0
	<u>CHARGES FOR SERVICES</u>						
52-34-420000	SEWER FEES	237,887.92	241,097.90	.00	234,096.14	265,531	88.2
52-34-421000	SEWER TAP CONNECTION FEES	41,681.90	12,986.00	.00	9,534.75	31,520	30.3
52-34-422000	PLANT INVESTMENT FEES	26,353.00	11,096.00	.00	5,626.75	27,740	20.3
52-34-423000	COMMITTED FOR FUTURE CAP ACQ	20,071.38	20,101.51	.00	17,028.28	20,779	82.0
	TOTAL CHARGES FOR SERVICES	325,994.20	285,281.41	.00	266,285.92	345,570	77.1
	<u>PROCEEDS</u>						
52-35-440101	INTERIM LOAN PROCEEDS	.00	.00	72,390.50	151,340.50	0	.0
	TOTAL PROCEEDS	.00	.00	72,390.50	151,340.50	0	.0
	<u>MISCELLANEOUS REVENUE</u>						
52-36-100000	INTEREST REVENUE	.00	.00	81.22	573.69	0	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	81.22	573.69	0	.0
	TOTAL FUND REVENUE	325,994.20	285,281.41	72,471.72	418,200.11	420,570	99.4

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

SEWER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
<u>GRANT EXPENDITURES</u>							
52-43200-402	GRANTS	7,812.00	.00	.00	.00	0	.0
52-43200-750	GRANTS--TREATMENT PLANT	.00	.00	.00	12,635.00	70,000	18.1
	TOTAL GRANT EXPENDITURES	7,812.00	.00	.00	12,635.00	70,000	18.1
<u>DEBT SERVICE</u>							
52-43250-910	COSTS OF ISSUANCE	.00	.00	.00	20,000.00	0	.0
	TOTAL DEBT SERVICE	.00	.00	.00	20,000.00	0	.0
<u>SANITARY SEWER MAINTENANCE</u>							
52-43252-430	REPAIRS & MAINTENANCE	63,648.70	22,293.43	.00	31,057.75	9,596	323.7
52-43252-612	GRAVEL	8,140.00	5,418.75	49.68	7,271.43	7,120	102.1
52-43252-614	OPERATING SUPPLIES	2,858.19	717.35	.00	373.87	0	.0
52-43252-761	COLLECTION SYSTEM IMPR PROJECT	.00	.00	.00	57,390.50	0	.0
	TOTAL SANITARY SEWER MAINTENANCE	74,646.89	28,429.53	49.68	96,093.55	16,716	574.9
<u>TREATMENT PLANT</u>							
52-43256-330	ENGINEERING	2,505.50	10,757.50	480.00	12,367.07	13,900	89.0
52-43256-345	TESTING & INSPECTIONS	6,550.00	5,759.00	987.10	10,522.10	5,000	210.4
52-43256-346	PERMITS	2,173.00	1,593.00	.00	1,593.00	1,593	100.0
52-43256-430	REPAIRS & MAINTENANCE	6,693.71	15,389.76	6.49	10,582.90	8,900	118.9
52-43256-614	OPERATING SUPPLIES	6,436.31	2,896.95	3,455.08	5,936.75	6,399	92.8
52-43256-620	ELECTRICITY	36,175.00	24,036.00	5,630.00	35,785.00	45,000	79.5
52-43256-622	PROPANE	30.00	929.68	.00	717.91	1,500	47.9
52-43256-750	GRANTS - TREATMENT PLANT	.00	1,158.00	.00	.00	0	.0
	TOTAL TREATMENT PLANT	60,563.52	62,519.89	10,558.67	77,504.73	82,292	94.2
<u>SEWER ADMINISTRATION</u>							
52-43257-340	TECHNICAL	3,025.00	3,107.10	123.37	4,090.78	2,000	204.5
52-43257-341	TRAINING	146.79	.00	.00	255.00	1,000	25.5
52-43257-350	ADMINISTRATIVE FEE	230,976.00	272,456.51	21,392.17	211,703.02	211,703	100.0
52-43257-580	TRAVEL & MEALS	255.39	.00	.00	270.00	500	54.0
52-43257-614	OPERATING SUPPLIES	61.04	.00	.00	.00	0	.0
52-43257-626	FUEL	4,484.59	6,419.82	640.82	1,993.35	6,000	33.2
	TOTAL SEWER ADMINISTRATION	238,948.81	281,983.43	22,156.36	218,312.15	221,203	98.7

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

SEWER FUND

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL 2023-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCN</u>
	<u>DEBT INTEREST</u>						
52-47220-751	SEWER FUND-INTEREST ON NOTES	<u>.00</u>	<u>.00</u>	<u>406.08</u>	<u>612.78</u>	<u>0</u>	<u>.0</u>
	TOTAL DEBT INTEREST	<u>.00</u>	<u>.00</u>	<u>406.08</u>	<u>612.78</u>	<u>0</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>381,971.22</u>	<u>372,932.85</u>	<u>33,170.79</u>	<u>425,158.21</u>	<u>390,211</u>	<u>109.0</u>
	NET REVENUE OVER EXPENDITURES	<u>55,977.02-</u>	<u>87,651.44-</u>	<u>39,300.93</u>	<u>6,958.10-</u>	<u>30,359</u>	<u>22.9-</u>

TOWN OF SILVERTON
BALANCE SHEET
DECEMBER 31, 2024

REFUSE FUND

ASSETS

53-10100000	CASH - POOLED	(109,408.62)	
53-11500000	ACCOUNTS RECEIVABLE		58,858.17	
53-16400000	MACHINERY & EQUIPMENT		17,638.00	
53-16410000	ACCUMULATED DEPR - MACH/EQUIP	(17,638.00)	
				<u></u>
TOTAL ASSETS				(50,550.45)
				<u></u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
53-27900000	RETAINED EARNINGS	(32,499.27)	
	REVENUE OVER EXPENDITURES - YTD	(18,051.18)	
				<u></u>
BALANCE - CURRENT DATE				(50,550.45)
				<u></u>
TOTAL FUND EQUITY				(50,550.45)
				<u></u>
TOTAL LIABILITIES AND EQUITY				(50,550.45)
				<u></u>

TOWN OF SILVERTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

REFUSE FUND

		YTD ACTUAL 2022-	YTD ACTUAL2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
	<u>INTERGOVERNMENTAL REVENUE</u>						
53-33-800000	RECYCLING REBATES - STATE	6,440.04	8,326.31	.00	.00	0	.0
	TOTAL INTERGOVERNMENTAL REVENUE	6,440.04	8,326.31	.00	.00	0	.0
	<u>CHARGES FOR SERVICES</u>						
53-34-430000	REFUSE FEES	210,979.98	211,933.62	.00	205,075.84	210,979	97.2
	TOTAL CHARGES FOR SERVICES	210,979.98	211,933.62	.00	205,075.84	210,979	97.2
	<u>MISCELLANEOUS REVENUE</u>						
53-36-100000	INTEREST REVENUE	.00	.00	.00	312.87-	0	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	.00	312.87-	0	.0
	<u>OTHER REVENUES</u>						
53-38-000000	BEAR AWARE DONATIONS	.00	365.00	.00	15.00	6,000	.3
	TOTAL OTHER REVENUES	.00	365.00	.00	15.00	6,000	.3
	<u>CONTRIBUTIONS AND TRANSFERS</u>						
53-39-110000	TRANSFERS IN FROM GENERAL FUND	141,322.00	.00	8,820.82	106,000.00	106,000	100.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	141,322.00	.00	8,820.82	106,000.00	106,000	100.0
	TOTAL FUND REVENUE	358,742.02	220,624.93	8,820.82	310,777.97	322,979	96.2

TOWN OF SILVERTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

REFUSE FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACT	YTD ACTUAL	BUDGET	PCN
	<u>SANITATION</u>						
53-43200-330	PROF SERVICES	3,025.00	3,094.59	123.36	3,146.94	2,000	157.4
53-43200-340	CONTRACT SERVICES	267,690.04	260,693.03	16,324.69	302,004.19	275,643	109.6
53-43200-350	ADMINISTRATIVE FEE	22,730.00	27,578.00	1,973.17	23,678.02	23,678	100.0
	TOTAL SANITATION	293,445.04	291,365.62	18,421.22	328,829.15	301,321	109.1
	TOTAL FUND EXPENDITURES	293,445.04	291,365.62	18,421.22	328,829.15	301,321	109.1
	NET REVENUE OVER EXPENDITURES	65,296.98	70,740.69-	9,600.40-	18,051.18-	21,658	83.4-

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into the most recent day and year set forth below by and between **Town of Silverton**, a municipal corporation and political subdivision of the State of Colorado (**the "Principal"**), whose mailing address is PO Box 250, Silverton, CO 81433, and **SZL Services LLC (the "Contractor")**, whose mailing address is P.O. Box 683 Silverton, CO 81433. The Principal and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

1. Scope of Services. The Contractor agrees to provide services related to the following scope of services: **Operator in Responsible Charge (ORC) support services and consulting for Town of Silverton's water treatment, wastewater, and collection/distribution systems**, as supplemented by the **Scope of Services** attached as **Exhibit A** hereto which, if attached, is incorporated herein by this reference. The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the "Scope of Services." All provisions of the Additional Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Additional Scope of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated beginning on March 1, 2025. Services shall be completed no later than December 31, 2025. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.

3. Early Termination by Principal. Notwithstanding the time periods contained herein, the Principal may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Principal, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.

4. Early Termination by Contractor. Notwithstanding the time periods contained herein, the Contractor may terminate this Agreement at any time without cause by providing written notice of termination to the Principal. Such notice shall be delivered at least fourteen (14) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Contractor, the

Principal shall pay for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement.

5. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Principal may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Principal for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the Principal Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

6. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Principal agrees to pay the Contractor one thousand three hundred seventy five dollars (\$1,375.00) per month plus reasonable expenses for water and wastewater compliance as stated in the Scope of Services and at a rate of ninety dollars (\$90.00) per hour for any quantifiable field work, emergencies, Staff support and ORC training on a time and material basis in the ORC Scope of Services Exhibit A. The Principal shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Principal periodically, but no more frequently than twice a month. Payment will not be made on a salary rate. Principal shall have no obligation to make any payments until such time as the Principal accepts Contractor's performance as satisfactory. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

7. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Principal may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to services that are not performed according to this Agreement. The Principal will pay for any portion of the services performed according to this Agreement.

(c) The Contractor has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Principal has made payments to the Contractor.

8. Principal Representative. The Principal will designate, prior to commencement of work, its project representative (the "Principal Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of

Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Principal Representative.

9. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the Principal. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Principal for the performance of the services specified in this Agreement. **As an independent contractor, the Contractor agrees that:**

(a) Contractor does not have the authority to act for the Principal, or to bind the Principal in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Principal; and

(b) Principal does not establish a quality standard for the Contractor, except that Principal can provide plans and specifications regarding the work but does not oversee the actual work or instruct the Contractor as to how the work will be performed; and

(c) Principal cannot terminate the ordered services during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of this Agreement; and

(d) Principal does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established under this Agreement; and

(e) Principal will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and

(f) Principal will not pay the Contractor personally but rather makes checks payable to the trade or business name of the Contractor; and

(g) Neither Contractor, nor its employees or Contractors, will receive benefits of any kind from the Principal, and Contractor will not receive unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity, and that the Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship created by this Agreement; and

(h) Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Principal; and

(i) All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and

(j) Contractor will not combine its business operations in any way with the Principal's business operations and each party shall maintain their operations as separate and distinct; and

(k) Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and

(l) Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own tools, except when the Town requires use of the Town's supplies or equipment, and at hours and times as determined by Contractor.

10. Personal Services. It is understood that the Principal enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Principal. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Principal's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work and Warranty. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Principal's approval shall not diminish or release the Contractor's duties, since the Principal is ultimately relying upon the Contractor's skill and knowledge. The Contractor hereby represents, warrants, and guarantees to the Principal all workmanship, equipment and/or materials paid for by the Principal pursuant to this Agreement for a period of two (2) years following the date of purchase by the Contractor. Such warranty shall be construed to include, but is not limited to, representations that all workmanship, equipment, and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the Principal. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the Principal within such reasonable period of time as specified by the Principal in writing. If the Contractor fails to repair such defect within such period of time specified by the Principal, the Principal may repair such defect or contract for such repairs at the expense of Contractor.

12. Duty to Warn. The Contractor agrees to call to the Principal's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Principal or a third party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information

unless otherwise expressly engaged to do so by the Principal. Nothing shall detract from this obligation unless the Contractor advises the Principal in writing that such data may be unsuitable, improper, or inaccurate and the Principal nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$424,000 for bodily injury, death, or damage to property of any person and \$1,195,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the Principal and its elected officials and employees as additional insureds. No later than seven (7) days after execution of this Agreement, Contractor shall provide the Principal with certificates of insurance evidencing the types and amounts of insurance specified in this paragraph.

14. Unauthorized Workers. The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an unauthorized worker. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an unauthorized worker, the Contractor shall: (i) notify the subcontractor and the Principal within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an unauthorized worker; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the unauthorized worker, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Principal may terminate this Agreement for breach, and the Contractor shall be liable for actual and consequential damages to the Principal. If the Contractor participates in the Department Program, the Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Principal.

The Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

16. Acceptance Not Waiver. The Principal's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Principal under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity, except as required by Paragraph 13 (Unauthorized workers).

19. Indemnification; No Waiver of Liability. Contractor shall indemnify, save, and hold harmless the Principal, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. As part of this obligation, the Contractor shall compensate the Principal for the time, if any, spent by its legal counsel in connection with such claims or actions. If an Additional Scope of Services contains any provisions purporting to require the Principal to defend, indemnify, or hold harmless the Contractor or purporting to effect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the Principal does not agree or accept such provisions and such provisions are not part of the Agreement. The Principal is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the Principal or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

21. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the Principal's mailing address is located.

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

23. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

24. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the Principal.

25. Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of Town funds for purposes hereof, as determined by the Principal's Board of Directors. In the event that said funds, or any part thereof, become unavailable as determined by the Principal, the Principal may immediately terminate this Agreement or amend it accordingly.

26. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Principal. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the Principal. The Principal understands such documents are not intended or represented to be suitable for reuse by the Principal or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Principal's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.

27. Taxes. The Principal is a governmental entity and is therefore exempt from state and local sales and use tax. The Principal will not pay for or reimburse any sales or use tax that may not directly be imposed against the Principal. The Contractor shall use the Principal's sales

tax exemption for the purchase of any and all products and equipment on behalf of the Principal.

28. Business License. The Principal shall maintain an active Business License and/or Contractor's Work Permit as required by the Town during the entirety of the Agreement. The Principal shall obtain all permits as required prior to beginning work.

29. Time Is of the Essence. All times stated in this Agreement are of the essence.

30. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

31. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

32. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

PRINCIPAL:
Town of Silverton

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SZL SERVICES, LLC SCOPE OF SERVICES

For: Town of Silverton, December 2025

Services To Be Performed:

SZL Services, LLC (SZL) agrees to provide professional Operator in Responsible Charge (ORC) support for the Town of Silverton's (Town) water treatment plant, wastewater treatment facility, collection & distribution systems, Molas Lake Campground Water System and perform miscellaneous consultation services.

SZL's target objective is to provide the necessary support to keep the Town in compliance with the State Health Department (CDPH&E) and EPA regulations until the Town can hire or certify an employee to fill the ORC duties. Services to be included in the monthly contract fee of one thousand three hundred and seventy five (\$1,375) dollars include the following: operational support and troubleshooting within the water, distribution, wastewater and collections systems; process control guidance; compliance monitoring & sampling (as set forth in the CDPH&E Drinking Water Monitoring Schedule & Discharge Permit); document review; record keeping; compliance report writing; correspondence & document submittals to the CDPH&E; and sanitary survey prep & participation. This support assumes that all routine (day-to-day) functions, process controls, maintenance, emergency response, and related tasks are covered in a proficient and professional manner by Town personnel.

Services not included in the monthly fee but included within the Scope of Services offered by SZL, and which will be included in the monthly fee if within reason, will be billed at an hourly rate of ninety (\$90) dollars per hour and include the following: water & sewer plant, distribution & collection system field maintenance; staff training and; miscellaneous Town Staff consultation, support and administrative assistance.

Disclaimer:

SZL's primary objective is to maintain compliance with State and Federal public health and environmental regulations. SZL will not be responsible for regulatory violations that are beyond the Operator's control.



AGENDA MEMO

SUBJECT: Special Event Notice – Silverton Banked Slalom
STAFF CONTACT: Ana Mendiluce
MEETING DATE: February 10th, 2025

Overview:

Klemens Branner and Cory Smith have submitted a Special Event Application for Silverton Banked Slalom to be held on Saturday, February 22, 2025, at Kendall Mountain Ski Area. This is the 4th year this event has taken place. This is a timed snowboard race with one participant on the course at a time. The course uses “Easy Street” and Mayflower” ski runs, and the turns will be shaped with a berm or “banks” as the racers turn around gates. All proceeds from this event will go towards a scholarship to help Silverton School kids learn to snowboard. The expected number of participants will be between 100-150.

Suggested Motion or Direction:

Approve/Deny/Approve with Conditions



EVENT ORGANIZER CONTACT INFORMATION

Application Date: 1/29/25 Organization: Idarado Media
Contact Name(s): Klemens Branner Cory Smith
Mailing Address: PO Box 4073 Ketchum, ID 83340
E-mail Address: cory@idarado.con
Phone (Primary): 208 720 7990 - cory Phone (Secondary): 970 769 5357 - Klemens

EVENT INFORMATION

Proposed Event: Silverton Banked Slalom
Event Date(s): From: 2/22/25 To: 2/22/25
Event Times: From: 8:00 am To: 5:00 PM

EVENT DESCRIPTION

This is a timed snowboard race. Only one participant will be on course at a time. The race will take place at Kendal Mountain on the "Easy Street and Mayflower" runs. The turns will be shaped with a berm or "banks" as the racers turn around gates. Any and all financial proceeds from this event will go towards a scholarship to help Silverton School kids learn to snowboard. This is the 4th year the event has taken place. We anticipate 100 - 150 competetors.

PROPOSED EVENT LOCATION/ROUTE/PARKING PLAN

(Please refer to attachment requirements)

Event will be held at Kendal Mountain ski hill. The race will take place at Kendal Mountain on the "Easy Street and Mayflower" runs. Parking will be in the main parking lot. We request that additional parking be provided by town crew. We will provide parking attendants to ensure safe and efficient parking.

EVENT SCOPE

(List number of participants, employees and volunteers expected as well as a list of events proposed)

The race will be limited to 150 participants. 10 volunteers will be needed. 0 employees.



- ☐ YES ☒ NO - Will this event have Vendors?
☒ YES ☐ NO - Will this event serve food and drinks?
☒ YES ☐ NO - Will this event have alcoholic beverages?

If Yes, a Special Event Liquor Permit will be required.

- ☒ YES ☐ NO - Will this event have ticket sales or an admission fee?
☐ YES ☒ NO - Will this event host outdoor camping?
☐ YES ☒ NO - Will animals, dangerous materials or explosive materials be used during this event?

If YES, please explain:

There is an entry fee for this event of \$50 to cover cost of timing equipment, tee shirts and insurance.

ATTACHMENTS REQUIRED

- Location Map – The Location Map should include clearly marked boundaries and any detour(s), barrier(s) proposed, parking area, security arrangements, and medical personnel location(s).
- Operations Plan with an explanation of Safety, Medical, and Security Plans. (If applicable)
- Certificate of Liability Insurance Naming the Town of Silverton, all Vendors and Event Participants as additionally insured.
- Written permission from property owner to occupy the premises for proposed event.

COMPLIANCE AGREEMENT

The undersigned hereby certifies that I/we agree to assume any and all responsibility and to abide by all rules, regulations and conditions as set forth in the town of Silverton rules, regulations, conditions and stipulations of this permit, and codes for traffic control. The undersigned shall follow the manual on uniform traffic control devices, latest edition, as it relates to this permit and special conditions. If any requirements or conditions of this permit are not in compliance, the permit shall be revoked by order of the Code Enforcement Officer. I/we agree to vacate the right-of-way as directed by the Code Enforcement Officer.

RELEASE AND INDEMNIFICATION

In consideration for being permitted to enter upon the property of the Town of Silverton, Colorado, for the purpose of conducting business, meetings, or events upon said premises, I, the undersigned, hereby acknowledge, represent, and agree as follows:

- I acknowledge that my presence on the Town's property may involve risks of injury, loss or damage.
- I expressly assume all risks of injury, loss, or damage to myself or any third party arising out of or in any way related to my presence on the Town's property.
- I exempt, release, and discharge the Town, its officers, its employees, and its agents from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to my presence on the Town's property.
- I agree to defend, indemnify, and hold harmless the Town, its officers, employee agents, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any way related to my presence on the Town's property.
- I further agree to be fully responsible for and to render payment to the Town for, any damages to the Town's property, which occurs during my use of such property, and which is in any way related to my presence on or use of town property.



Town of Silverton

Notice of Intent to Conduct a Special Event or Civic Function Within Incorporated Town Limits

This Release and Indemnification Agreement shall be effective as of the date set forth below and shall be binding upon me, my successors, representative, heirs, executors, assigns, transferees, and any other person(s) who may enter the premises upon my invitation.

Executed this, the 29th day of January, 20 25, by the person whose name and signature appear below.

Signature of Responsible
Party:

Date: 1/29/25

Printed Name:

Cory Smith

Date: 1/29/25

OFFICIAL USE ONLY BELOW THIS LINE

<u>AGENCY</u>	<u>AUTHORIZED SIGNATURE</u>	<u>DATE</u>
San Juan County Sheriff		
Silverton/San Juan EMS		
Office of Emergency Management		
Silverton Board Of Trustees		

<u>TOWN OF SILVERTON DEPARTMENT</u>	<u>AUTHORIZED SIGNATURE</u>	<u>DATE</u>
Facilities, Parks, Recreation		
Public Works		
Administrator		
Communications and Events Manager	<i>Ana Mendiluce</i>	1/30/25

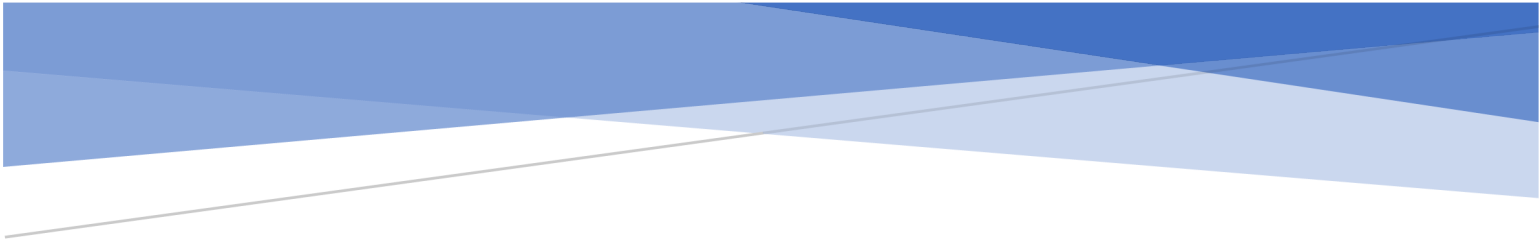
APPLICATION PROCESSING FEES

< 100 PARTICIPANTS	\$100.00
100-500 PARTICIPANTS	\$200.00
>500 PARTICIPANTS	FEE TO BE NEGOTIATED

Date Payment Received: _____ Payment Processed By: _____

Payment Amount: _____ Payment Type: _____

THANK YOU FOR CONSIDERING SILVERTON FOR YOUR SPECIAL EVENT!!!



Silverton & San Juan County Special Events Plan Matrix and Template

Emergency Preparedness for Special Events

Tyler George
Tyler.george@silvertonrescue.org

Table of Contents

TABLE OF CONTENTS 1

1. INTRODUCTION 2

2. DEVELOPING THE HEALTH & MEDICAL PLAN 2

3. EMERGENCY MEDICAL REQUIREMENTS APPROVAL..... 3

4. ENFORCEMENT AND PENALTIES..... 4

5. MEDICAL PROVIDER AGENCY 4

6. COMMUNICATIONS PLAN 5

7. PRE-EVENT MEETINGS/DEBRIEFS 5

8. MASS CASUALTY INCIDENTS 5

Attachment A: Special Events Health and Medical Plan Matrix.....6

Attachment B: Silverton EMS Special Event Contract.....7
(This only needs to be filled out if the Event Organizer is contracting Silverton San Juan County EMS to work the Event.)

Attachment C: Special Events Health and Medical Plan Template.....9

1. Introduction

1.1 This document should be used to set up a comprehensive emergency medical plan for Special Events in Silverton and San Juan County. To get Town or County Approval, applicants must submit a plan in order to get the required signatures from the Emergency Medical Service Directors (Office of Emergency Management, Fire Department, Ambulance Association, Search & Rescue). This document is a guideline to help organizers build a plan depending on the size of the event (number of people), the area of the event (footprint), the type of event (indoor, outdoor), and/or specific medical needs.

1.2 Purpose

The purpose of this document is to provide emergency medical requirements (EMR) coordination at Special Events within Silverton & San Juan County as necessary to protect public health.

1.3 Definitions

“Event Coordinator”-an individual or entity responsible for seeking permit(s), obtaining approvals, and maintaining compliance with applicable Codes for the Event.

“Special Events”-these events include, but are not limited to, a race, a parade, a festival, a walk or procession, or any other event requiring the temporary use of public property in the Town or County (or any event that requires approval from the Town or County Board).

“Health & Medical Plan” (HMP) is a plan that demonstrates that the Event Staff have the ability to treat any emergency, accident, unforeseeable weather occurrence, or any other instance where participants, staff, and/or volunteers could become hurt or injured.

2. Developing the Health & Medical Plan

2.1 The special event(s) Health & Medical Plan (HMP) must be submitted by the Event Coordinator at least thirty (30) days prior to the event. The plan will be reviewed by the Director of the Silverton San Juan County Ambulance Association (SSJCAA), the Director of the Office of Emergency Management (OEM), the Chief of Silverton San Juan Volunteer Fire Department (SVFD), the San Juan County Sheriff (SJCSO), and the Director of the San Juan County Search & Rescue (SAR).

2.2 At a minimum, the HMP must include the following elements:

a. Event Type & Size

Consult the HMP Matrix on pg. 7 to identify the size and footprint of the event.

The plan should include a brief description of the event, the time and date of the event, the location, and a history of previous events.

b. Nature of the Event

Identify the type of activity at the event (athletic/sporting, awareness/support, parade/block party/street fair, conference/convention), and whether alcohol or cannabis consumption is anticipated.

c. Participant Numbers

Identify the estimated total number of participants. If possible, estimate the number of attendees per hour, and the projected peak attendance times.
If the participants are not the same as spectators, include the projected number for each group.
The estimated number of event Staff should be listed separately.

d. Onsite Medical Coverage/Assets

The Size of the event determines the required medical assets.

- I. Identify whether medical providers will be 'on scene' to provide care, and whether they will provide medical transport
- II. Identify the locations of the medical station(s) for the event if any
- III. Identify the level of care that will be available onsite:
 - First Aid (CPR, AED)
 - Basic Life Support (BLS)
 - Advanced Life Support (ALS)
 - Physician (MD)
- IV. Identify on-scene equipment
 - Ambulance(s)/Snowmobile(s)/OHV(s)/Helicopter(s)
 - Automated External Defibrillator (AED)
 - Tents, tables, chairs
 - Wheelchairs, cots
 - Medical supplies/equipment

e. Communications

Identify the onsite coordinators for the event day, include how they will be contacted. What is the communications plan for staff and the public, and whether the event management staff are part of a unified or citywide command?

f. Ingress & Egress

Identify any pre-designated ingress and egress points for participants, emergency personnel, and vehicles.

g. Environmental Considerations

Identify whether extreme weather is anticipated (such as high heat, snow, extreme cold, and or wind.) Identify whether water will be available to participants at no cost, and whether there will be cooling stations and/or warming huts.

****If the event is happening during the winter months, or if there is snow on the ground, and if the event is taking place in avalanche terrain, each event should have a Snow Safety and Avalanche expert on staff. This 'Safety Officer' should fill out a Morning Report (AM report) for each day the event takes place, and this information should be disseminated to the event staff and contestants.**

3. Emergency Medical Requirements Approval

3.1 Emergency Medical Plan approval is at the discretion of the Director of SSJCAA and the Director of OEM.

3.2 Other signatures required for the Town of Silverton Special Event Application include SJCSO, SAR, SVFD.

3.3 If applicable, per Town and County rules, event organizers may need the signatures of Silverton Public Works, San Juan County Road & Bridge, San Juan County Commissioners, BLM, and/or Forest Service (check with Silverton Town Hall for these requirements).

3.4 The event Coordinator is required to comply with, and implement the approved HMP for the Event

3.5 Approval of the HMP does not waive the applicant's obligation to comply with all applicable rules, regulations, and requirements outlined by the Town of Silverton's Special Events requirements, including but not limited to: food vendor requirements, noise ordinance, social consumption requirements, COVID-19 Social Distancing Requirements, etc.

3.6 Directors of OEM & SSJCAA approval of the HMP will be considered a final decision by the Town of Silverton Board of Trustees

4. Enforcement and Penalties

4.1 If the Event Coordinator does not comply with, or implement the approved HMP, future applications may not be considered.

4.2 SSJCAA or OEM may inspect a Special Event for compliance with the approved HMP. If an inspection reveals any material departure from an approved HMP, such departure will be a violation of the rules and may result in the cancellation of the event and future denials of application.

4.3 Failure to comply with approved HMP may also result in fines applicable by the Town of Silverton code enforcement.

5. Medical Provider Agency

5.1 All medical providers must be certified to provide care in the State of Colorado, pursuant to Colorado laws and statutes. Those operating as EMTs, and Paramedics (EMT-P) must be certified and operating under an approved Medical Director.

5.2 If the event has contracted medical providers, it is imperative that either the contracted provider or the event organizer produces a medical plan for the event, complete with the providers and medical assets list. If medical assets are allocated throughout a course, an event map should be provided marking where the medical providers, assets, are located.

5.3 If an event has contracted EMS providers other than Silverton San Juan County Ambulance Association, those contracted EMS providers should contact SSJCAA at least 24 hours prior to the event to notify them of their presence and to provide for two-way communications in the case of an emergency call from the event.

6. Communications Plan

6.1 Ensure procedures are in place to communicate with and between staff, security, volunteers, and medical providers, including communications with:

- a. Volunteers/staff and medical personnel located at the medical aid station(s) and with mobile medical teams.
- b. Event management staff
- c. Event operations staff

7. Pre-Event Meetings/Debriefs

7.1 The Town may request or schedule meetings to coordinate event organizers and Town Stakeholders proximal to the event, with event staff. The purpose of the meeting is to review the event plans, and in relation to the health and medical planning, to evaluate the communication plan, the medical assets available during the event, and to share any actionable information about the event that pertains to safety and health.

7.2 The Town may request a debrief regarding the accident before allowing the event to continue.

8. Mass Casualty Incidents

8.1 In the event of a Mass Casualty Incident, control of the Event will be taken over by a Silverton San Juan County Emergency Service Professional with a minimum completion of Incident Command Structure (ICS) 100, 200, 700, subject to C.R.S 24-33.5-705.4.

ATTACHMENT A

Special Events Health and Medical Plan Matrix

****Please note that these requirements may vary depending on dynamic factors of the event.**

Event Characteristics	Recommended Medical Providers and Assets							
Estimated Attendees	Comms Coordinator ¹	CPR, AED, 911 ²	BLS ³	ALS	MD ⁴	Ambulance ⁵	Mobile Med Teams ⁶	Aid Stations ⁷
Small Footprint ⁸								
<100	SUG	REQ	SUG					
100-500	SUG	REQ	REQ					
500-1,000	REQ	REQ	REQ	REQ	SUG	SUG	SUG	
Large Footprint ⁹								
<100	REQ	REQ					SUG	REQ
100-500	REQ	REQ	REQ	REQ		SUG	SUG	REQ
500-1,000	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ
1,000-5,000	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ

REQ=Required, SUG=suggested (Planning matrix is based upon FEMA guidance for special events, and Silverton's experience managing special events.)

¹ A communications coordinator operates from a command post or event operations center, using radios to communicate with staff.

² SSJCAA recommend that an automated external defibrillator be on site and immediately available at all events, AED is assumed to be of BLS, ALS, and MD capability.

³ Onsite BLS assumes an EMT WITH the equipment to complete any interventions under their scope of practice.

⁴ MDs or Physicians on site can allow patients to be treated and released, mitigating the need for ambulance transports in some cases!

⁵ Standby or 'on-scene' ambulances are a valuable adjunct to onsite BLS providers as they can package the patient and prepare them for transport. An on-scene ambulance is required if you have on-scene ALS or MD on scene as they cannot give patient care up to their scope of practice without the tools and equipment on the Ambulance.

⁶ Mobile medical teams are necessary when the event has a large footprint (e.g., any race that takes place over 5 miles), events with large crowds and/or other barriers that effect the timely ingress and egress of Ambulance. May include foot-patrol, bicycle medics, snowmobiles, ATVs, and other mobile assets.

⁷ Aid stations are required for large footprint events that travel through the backcountry in San Juan County, the mountainous terrain in our county can cause any number of injuries or accidents and keeping tabs on participants in this terrain is of paramount importance. The best way to check on participants is by having multiple aid stations throughout the course. These should operate in cooperation with the Event Coordinator and the Medical Teams.

⁸ Small Footprint events are events that are contained within the City Limits or are contained within one square mile in the county.

⁹ Large Footprint Events are those events that travel throughout the County or any event that uses more than one square mile of space.



SILVERTON EMS

P.O. 493 1428 Greene Street #2D Silverton, CO 81433 P 970.387.5887 F 970.387.5170

Special Events Contract

This contract is entered in to by the Silverton San Juan County Ambulance Association, located at 1450 Greene Street in Silverton Colorado, here after referred to as SSJCAA and Idarado Media located at

PO Box 4073

On this 29th day of January 2025

The sponsor assigns responsibility of payment for treatment and/or transport of registered participants to the participant. (If sponsor is responsible, please provide medical insurance information upon return of this contract). It is understood that if, during the Event named in this contract, an emergency unrelated to the Event requires the use of the contracted resources, this contract may be partially or wholly terminated immediately at the discretion of the SSJCAA.

The SSJCAA agrees to provide EMS services for the following event:

Event Name: Silverton Banked Slalom Event Date: 2/22/25

Event Location: Kendall Mountain (If Event is considered "large footprint" please attach Map)

Time the SSJCAA resources are requested: 9am to 4pm (latest) plus drive time _____

Number of EMT's (BLS) personnel requested: 1 or 2 max at the rate of \$25.00 per hour

Number of ALS Personnel requested: 0 at the rate of \$50.00 per hour

Number of Ambulances requested: none unless required at the rate of \$_____ per hour

Total Event Quote: \$_____

Will alcohol be served at this event? Yes / No Yes, after race during awards. 1 Keg, 1 free beer per person over 21

Comments: _____

It is also further understood that the sponsor shall pay for the costs of this event within 30 days of the date billed on the invoice. This statement does not include any claims filed with an insurance company. If payment is not received within 30 days, the account will be turned over to a billing agency for collections.

Signature of SSJCAA EMS Director _____

Printed Name of SSJCAA EMS Director _____

Authorized Signature for Sponsoring Event Cory Smith

Printed Name of Authorized Person of Event Cory Smith

****The Silverton EMS Special Event Contract only needs to be filled out if you would like to contract Silverton San Juan County Ambulance to staff your event. If you would like to contract SSJCAA, please call 970.946.1998 or email tyler.george@silvertonrescue.org**

SSJCAA ask that you be in contact at least 30 days prior to your event and if it is taking place from June through September, the preference is 90 days' notice, as that is the time of year with the highest call volume and SSJCAA may not be able to staff your event.

Any emergency in the Town of Silverton or San Juan County takes precedence over any special event and it is understood that SSJCAA may terminate the Special Event Contract at any time if the assets are needed for a local emergency. It is further understood that if, upon inspection of an event, the coordinator is not following the health and safety plan it put in place, SSJCAA may terminate the contract, which may result in the event being cancelled.

ATTACHMENT C
SPECIAL EVENTS HEALTH AND MEDICAL PLAN TEMPLATE

Primary Event Medical Provider			
Primary Contact:	Phone:	Email:	
Dispatch/Coordinator Phone:	Command Post/Medical Headquarters (location)		
Are radios being used for event operations? YES <input type="checkbox"/> NO <input type="checkbox"/>		Do medical Providers have event radios? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Communications Plan			
Primary Event Coordinator, Event day:	Phone:	Radio Channel:	
Primary Medical Control:	Phone:	Radio Channel:	
Medical Provider Lead:	Phone:	Radio Channel:	
Event Group Channel:	Assignment (Radio Channel):		
Medical Personnel and Assets			
Personnel Type	Number	Asset Type	Number
CPR/First Aid		AED(s)	
BLS Providers		Bicycle Medic(s)	
ALS Providers		ATV(s)	
MD(s)		Ambulance(s)	
		Aid Station(s)	

Please include a map of the event, specifically the same map that you provide to the Town of Silverton in your Special Event Application.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sun Valley Insurance P.O. Box 5808 Ketchum ID 83340		CONTACT NAME: Mark Lovlien PHONE (A/C. No. Ext): (208) 725-0977 E-MAIL ADDRESS: mail@svins.net FAX (A/C. No): (208) 725-0978	
INSURED Idarado, LLC P.O. BOX 6409 Ketchum ID 83340		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	SE 1102127	02/20/2025	02/23/2025	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000						
	MED EXP (Any one person) \$ 5000						
	PERSONAL & ADV INJURY \$ 1000000						
							GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COMP/OP AGG \$ 1000000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Silverton Banked Slalom Event

CERTIFICATE HOLDER**CANCELLATION**

Town of Silverton 1360 Greene Street PO Box 250 Silverton CO 81433	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Town of Silverton

KENDALL MOUNTAIN COMMUNITY CENTER USER APPLICATION

Application Date: 1/29/25 Organization: Idarado Media LLC
Contact Name(s): Cory Smith
Mailing Address: PO Box 4073. Ketchum, ID 83340
E-mail Address: cory@idarado.com
Phone (Primary): 208 720 7990 Phone (Secondary): _____
Proposed Activity: Snowboard Race
Inclusive Date(s): From: February 22nd To: _____
Hours Needed: From: 9am To: 5pm
Estimated Number of Participants: 150

<u>RENTAL SPACE</u>	<u>TOTAL</u>	<u>USER FEE</u>
KMCC and SOUTH FIELD		

KITCHEN DETAILS

Is this a Catered Event: NO
Name of Caterer: _____
Address & Phone: _____

REQUEST TO SERVE ALCOHOL AT THE KENDALL MTN COMMUNITY CENTER

- * The above applicant desires to serve alcohol at the function described above. { ☒ } Yes { ☐ } No
* If alcohol is desired, it must be contained to your private party and an additional Damage Deposit is required as described in the Kendall Mountain Community Center User's Guide.

USER AGREEMENT

This agreement covers the leasing of the Kendall Mountain Community Center, with the Town of Silverton as the Lessor, _____, as the Lessee.

- The Lessee agrees to pay Lessor a damage deposit in the amount of **\$ 1,000.00**, payable before taking occupancy for event.
- The Lessee agrees to sweep, vacuum and clean the floors, remove all trash, remove all items brought in, place tables and chairs back in storage area, tables to be wiped down before returning to closet, place tables & chairs where they were found on arrival (Silverton Room). Cleaning shall include removal of any carpet stains. The Lessee will be billed for any costs that exceed their deposit.
- The Lessee will occupy the premises for the purposes stated, will occupy only the space(s) leased, will respect the right of others to use other portions of the Community Center, and will not permit or suffer any disorderly conduct, noise, or nuisance whatever about said premises which might have a tendency to annoy or disturb any persons occupying other portions of the building.
- All events will be terminated at midnight, unless prior approval is granted by Town of Silverton. A minimal of 72 hours is required to extend rental times. No guarantee that such requests will be met.
- The lessee shall not do any construction work on the premises or make changes without the prior expressed written consent of the Town of Silverton.
- There will be no animals, dangerous vehicles or materials, or explosives used in this location.
- Chairs, tables and other equipment shall not be removed from the building.
- The use of staples, nails, screws, duct tape or glue is NOT allowed. Removable tape is acceptable for applying decorations. Please, be mindful of applying taped decorations to windows, if it is hard to remove you will be charged an extra cleaning fee.
- The use of tobacco products are not allowed within the buildings.

10. This agreement may be canceled upon the occurrence of any of the following:
 - a. Failure of the Lessee to pay any fees, rents or charges when due or failure of Lessee to comply with the terms of this lease;
 - b. Issuance by any court of an injunction in any way preventing the use of the premises;
 - c. When, through an act of God or other casualty, the premises become unusable;
 - d. Either party may cancel by giving the other notice in writing at least 60 days prior to any event. Failure of Lessee to provide such notice will result in forfeiture of 10% of use of facility fee and non-refundable "hold date" deposit.
 - e. The lessor shall have the right to terminate this agreement at the Lessors discretion, if in Lessor's determination the events planned for the facility might cause damage to the premise, or might not be in the best interest of the public, or Town of Silverton.
11. Lessee acknowledges and agrees that Lessor has no obligation to provide Lessee with written accounting of the funds retained from the Lessee's damage deposit.
12. Doors are to be locked, windows closed, and lights to be turned off before leaving building. All doors are to be unlocked while building is being occupied.
13. Lessor agrees to pay for any lost keys and the full cost of re-keying or replacing any locks to which such key provides personal access
14. Janitors closet water must be kept slightly on at all times. If the pipes freeze you will be held accountable for repair to plumbing and damage caused by water.
15. In the event that the fire alarm is activated inadvertently or due to criminal mischief, there will be a \$100 fee payable by the Lessee to the Silver San Juan Volunteer Fire Department.
16. ALCOHOL: Must have a designated "ID checker". No alcohol consumption to any persons under the age of 21. All Colorado State Laws must be followed.
17. All outstanding balances due are subject to a \$35.00 late fee and a 1.5% interest charge per month.

RELEASE & INDEMNIFICATION

In consideration for being permitted to enter upon the property of the Town of Silverton, Colorado, for the purpose of conducting business, meetings, or events upon said premises, I, the undersigned, hereby acknowledge, represent and agree as follows:

- I acknowledge that my presence on the Town's property may involve risks of injury, loss or damage.
- I expressly assume all risks of injury, loss, or damage to myself or any third party arising out of or in any way related to my presence on the Town's property.
- I exempt, release, and discharge the Town, its officers, its employees, and its agents from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to my presence on the Town's property.
- I agree to defend, indemnify, and hold harmless the Town, its officers, employees agents, insurers, and self insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any way related to my presence on the Town's property.
- I further agree to be fully responsible for and to render payment to the Town for, any damages to the Town's property, which occurs during my use of such property and which is in any way related to my presence on or use of town property.

This Release and Indemnification Agreement shall be effective as of the date set forth below and shall be binding upon me, my successors, representative, heirs, executors, assigns, transferees, and any other person(s) who may enter the premises upon my invitation.

This contract executed on the 11/11/21, by the person whose name and signature appear below.

Signature of Responsible Person:  Date: 11/11/21

Printed Name: Cory Smith Date: 11/11/21

FOR TOWN OF SILVERTON USE ONLY

Reviewed By: _____ Date: _____

Silverton Resident	Government Entity	Non-Profit Organization
Non-Resident	Commercial	(Local) Non-Profit Organization

Reservation Deposit		Check #	CC	Date Paid	
Rental Balance Due		Check #		Date Paid	
Damage Deposit		Check #		Date Paid	

Reservation Deposit required to hold facility rental date; remainder of Rental Balance is due 08/02/2021. Non-payment forfeits deposit. Damage Deposit due with rental balance payment. The building will be inspected within 5 business days following event; if no damage is present and cleaning is complete (per contract) deposit check will be returned. If there is cleaning necessary above the normal janitorial duties it will be withheld from deposit at the rate of \$50.00/ hour.

Town of Silverton
1360 Greene ST.
PO Box 250
Silverton, CO 81433
970-387-5522

Application for a Special Events Liquor Permit

In order to qualify for a Special Events Liquor Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** (See back for details.)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |



Town of
Silverton

Type of Special Event Applicant is Applying for:

- | | |
|---|-----------------|
| <input type="checkbox"/> Malt, Vinous And Spirituous Liquor | \$25.00 Per Day |
| <input type="checkbox"/> Fermented Malt Beverage | \$10.00 Per Day |

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate		State Sales Tax Number (Required)	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)		3. Address of Place to Have Special Event (include street, city/town and ZIP)	
4. Authorized Representative of Qualifying Organization or Political Candidate		Date of Birth	Phone Number
Authorized Representative's Mailing Address (if different than address provided in Question 2.)			
5. Event Manager		Date of Birth	Phone Number
Event Manager Home Address (Street, City, State, ZIP)		Email Address of Event Manager	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input type="checkbox"/> Yes License Number _____	


8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

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

Signature 	Title	Date
---	-------	------

Report and Approval of Local Licensing Authority (Town or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (Town or County)	<input type="checkbox"/> Town <input type="checkbox"/> County	Telephone Number of Town/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR TOWN OF SILVERTON USE ONLY

Liability Information

License Number	Liability Date	State	Total
			\$.

(Instructions on Reverse Side)

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (town or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Town of Silverton

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

This permit application is issued, subject to the laws of the State of Colorado under the provisions of Title 44, Articles 3, 4, 5, C.R.S. 1973 as amended, and the Town of Silverton, Colorado Ordinance 2015-02 authorizes the Town of Silverton to approve Special Event Liquor Permits without notification to the State Licensing Authority for its approval or disapproval in accordance with C.R.S. 12-48-107(5).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Silverton Avalanche School

is a

Nonprofit Corporation

formed or registered on 11/07/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011214349 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/27/2025 that have been posted, and by documents delivered to this office electronically through 01/28/2025 @ 13:54:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/28/2025 @ 13:54:23 in accordance with applicable law. This certificate is assigned Confirmation Number 16944228 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 07/19/2022 02:15 PM
ID Number: 20221692609
Document number: 20221692609
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Silverton Avalanche School.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 114 East 12th Street
(Street number and name)

Silverton CO 81433
(City) (State) (ZIP/Postal Code)
Silverton United States
(Province – if applicable) (Country)

Mailing address po box 4
(leave blank if same as street address) (Street number and name or Post Office Box information)

Silverton CO 81433
(City) (State) (ZIP/Postal Code)
Colorado United States
(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
(if an individual) ackerman michael
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address po box 752
(Street number and name)

Silverton CO 81433
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address)

po box 752

(Street number and name or Post Office Box information)

Silverton

(City)

CO

(State)

81433

(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual)

ackerman

(Last)

michael

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

po box 752

(Street number and name or Post Office Box information)

Silverton

(City)

CO

(State)

81433

(ZIP/Postal Code)

Colorado

(Province – if applicable)

United States

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

☐ The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Upon termination or dissolution of the Silverton Avalanche School, any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation. The organization to receive the assets of the Silverton Avalanche School hereunder shall be selected by the discretion of a majority of the managing body of the Silverton Avalanche School and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the Silverton Avalanche School by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of Colorado. In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Colorado to be added to the general fund.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (**Caution:** *Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.*)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

ackerman	_____	michael	_____	_____	_____
(Last)		(First)		(Middle)	(Suffix)
po box 752					
(Street number and name or Post Office Box information)					

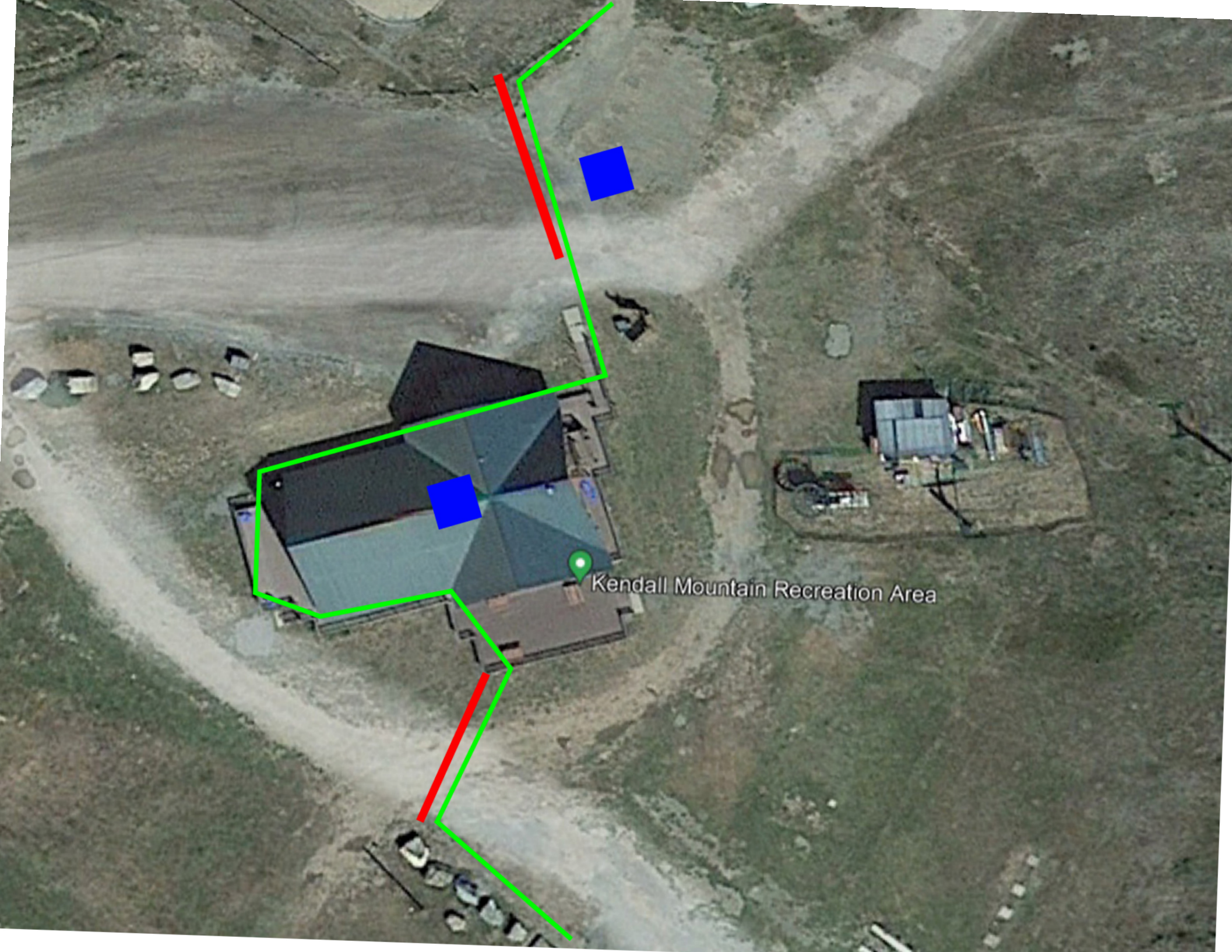
Silverton	_____	CO	81433	_____	
(City)		(State)	(ZIP/Postal Code)		
_____		United States.			
(Province – if applicable)		(Country)			

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Kendall Mountain Recreation Area

February 10, 2025

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: February 10, 2025

For immediate Trustee consideration:

Regular Meetings & Communication:

1.23 Personnel and Ordinance Committee Meeting
 1.24 FLC Operating Training Program
 1.24 SJDA Board Meeting
 1.24 Special Districts Meeting
 1.27 LUC with Clarion
 1.27 Sarah Moore- Dark Sky and SJDA
 1.29 Senior Lunch
 1.30 Region 9 Board Meeting
 1.31 Jeff Denier-Special Districts
 1.31 NRDs Funding Meeting
 2.3 Jury Duty
 2.4 Micro Grid Grant Discussion-EcoAction Partners

Top on the TO DO list:

Trustee Retreat
 Recruitment for Public Works Position
 Recruitment for Fire Inspector Position
 NRDs Funding Application
 CPW Grant Application
 RREO Grant Application
 Collection System Project
 LUC Code Rewrite
 Finance Organization-completing 2024 actuals
 Energizing Rural Communities Prize Administration
 Assist with Affordable Housing Projects
 Social Media Communications

Grants (applications, updates, awards):

SHA grants are now managed under Ann and will not be included here in the future including: \$85,000 Local Planning Capacity Grant, \$395,020 DOLA IHOI grant, and \$88,000 More Housing Now Planning Grant

Current Active TOS grants:

\$75,000 REDI Grant for SJDA position
 \$800,000 Brownfield Grant
 \$956,952 CDOT TAP Grant
 \$2,764,000 USDA Collection System Rehab
 \$200,000 Energizing Rural Communities Prize
 \$110,000 SIPA Grant

Awaiting Awards from:

\$260,990 MMOF Grant

Upcoming Grant Applications:

RREO Grant- Fund internet, security and position at transfer station
 CPW-Fund code enforcement officer position
 CDF- Fund WWTP
 USDA- WWTP

Upcoming Issues:

Rewrite Development Standards
 RV Ordinance revisions
 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
 Psilocybin Healing Center Ordinance
 Cemetery Committee Formation
 Ev charging stations locations
 Congressionally Directed Funding Requests

Notable completed tasks:

NEW LAND USE CODE!

Learning/ Professional Development:

Currently reading: *The Amazing City* by James C. Hunt

Town of Silverton Staff Report

Department: Public Works

Head of Department: John Sites

Date of Trustee meeting: February 10, 2025

For immediate Trustee consideration:

See the MEMO regarding the Transportation Impact Fee Code amendment for your consideration.

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:

Snowscape & Skijoring preparation, snow removal; leak repair; outgoing PW Director organization and Staff training; WW projects ongoing; leak detection grant implementation; EQR billing implementation; Refuse administration tune up; water plant generator commissioning; storage barn completion.

Grants (applications, updates, awards):

Wastewater Collections System Rehabilitation Project construction scheduled to begin in April and May.

Wastewater Reclamation Project (sewer plant replacement). Preliminary Engineering complete. Starting funding and design phase.

Water Plant- Large Tank recoat and resiliency project planning is on deck for 2025. Construction is expected in 2026 or 2027.

Upcoming Issues:

Refuse organizational overhaul; ongoing development considerations / plan review (DEVELOPMENT STANDARD UPDATE); water meter research > funding > rate study > install meters > restructure rates; GIS updates to infrastructure mapping.

Notable completed tasks:

Thawed out a significant freeze at the Bear Creek Headgate that briefly threatened half of our current water supply needs; thawed a sewer main freeze that disrupted service to six customers.

Ongoing Project Update:

WTP generator commissioning and leak detection system installation is expected in January.

The new storage barn is nearly complete.

Learning/ Professional Development:

Staff safety, water, and wastewater training ongoing. Mead water / sewer training and system resiliency training.

Other:

Thanks to all of the Trustees, co-workers and community members that have made serving the Town of Silverton a special experience!

February 10, 2025

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>

February 10, 2025

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.

February 10, 2025

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.

February 10, 2025

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.