



REGULAR MEETING and Trustee Reception – Silverton Board of Trustees  
Silverton Town Hall – April 8, 2024  
Call to Order & Roll Call – 7:00pm (Trustee reception at 6:30pm)

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

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

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

*MEETING PROTOCOLS: Please turn off cell phones; be respectful and take personal conversations into the lobby. The public is invited to attend all regular meetings and work sessions of the Board of Trustees. Please be advised, public comment will not be taken during the work session meetings. Closing Public Comment must be related to an agenda item.*

**Trustee Reception @6:30pm**

1) Community and Trustees are invited to attend a reception for the outgoing and incoming trustees and mayors.

**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) Approval of Consent Agenda Items
  - a) Payroll
  - b) Accounts Payable
  - c) Meeting Minutes 3.21.24, 3.25.24, 3.27.24
  - d) Retail Marijuana Renewal Application- Mountain Annies LLC
  - e) Resolution 2024-03 administrative error correction
- 4) Continued Business
  - a) Public Hearing: Second Reading for adoption of Ordinance 2024-04 An Ordinance of The Town of Silverton for an Amendment to The Official Zoning Map Rezoning Properties as Described in Exhibit A from B-A Business Automotive District to R-2 Multiple Family Residential District
  - b) Outdoor Dining Guidelines Update
  - c) Resolution 2024-12 A Resolution of the Town of Silverton to Establish a Bump-Out License Fee and Amend the 2024 Fee Schedule



5) Staff Presentation to Exiting Board

6) Trustee Comments

**Adjourn Outgoing Trustees**

6) Administering Oaths & Appointments

a) Administer Oath of Office to New Board of Trustees

b) Vacant Trustee Position

c) Appointments

i. Appointments- Mayor Pro Tem

ii. Appointments- Town Administrator, Municipal Judge, Municipal Clerk, Municipal Attorney

iii. Appointments of Trustees to Committees, Boards, and Commissions

8) New Business

a) CDOT Blair Street Grant

b) Upcoming Meeting Dates

9) Public Comment

**Adjourn**

**Up-coming Meeting Dates:**

Topic of discussion agenda item 8b

**End of Agenda**

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## Statistical Summary

Company: Z9X - Town of Silverton    Service Center: 0075 Northern California    Status: Cycle Complete  
 Week#: 14    Pay Date: 04/05/2024    P/E Date: 03/30/2024  
 Qtr/Year: 2/2024    Run Time/Date: 21:20:58 PM EDT 04/02/2024

<b>Taxes Debited</b>	Federal Income Tax	3,708.00
	Earned Income Credit Advances	0.00
	Social Security - EE	2,789.12
	Social Security - ER	2,789.10
	Social Security Adj - EE	0.00
	Medicare - EE	652.26
	Medicare - ER	652.29
	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	1,675.73
	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	359.88
	State Family Leave Insurance - EE	0.00
	State Family Leave Insurance - ER	0.00
	State Family Leave Insurance Adj - EE	0.00
	State Medical Leave Insurance - EE	0.00
	State Medical Leave Insurance - ER	0.00
	State Medical Leave Insurance Adj - EE	0.00
	State Cares Fund - EE	0.00
	Transit Tax - EE	0.00
	Workers' Benefit Fund Assessment - EE	0.00
	Workers' Benefit Fund Assessment - ER	0.00
	Local Income Tax	0.00
	School District Tax	0.00
	<b>Total Taxes Debited</b>	<b>12,626.38</b>
<b>Other Transfers</b>	ADP Check Acct. No.XXXXXXXX8915Tran/ABAXXXXXXXX	1,726.89
	Full Service Direct Deposit Acct.	33,336.96

**Total Liability**

Statistical Summary

Total Amount Debited From Your Account		47,690.23	47,690.23
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00	47,690.23
Taxes- Your Responsibility	None this payroll		47,690.23

**Statistical Summary - Statistics**

Company:Z9X - Town of Silverton  
 Week#:14  
 Qtr/Year:2/2024

Service Center:0075 Northern California  
 Pay Date:04/05/2024  
 Run Time/Date:21:20:58 PM EDT 04/02/2024

Status:Cycle Complete  
 P/E Date:03/30/2024

Statistics	Amount	Number of Pays
Gross Pay	45,044.70	
Vouchers		
eVouchers		31
Checks (A)	1,726.89	2
Direct Deposits (B)	33,336.96	30
Adjustments/Prepay/Voids (C)	0.00	
Net Payroll (A + C)	1,726.89	
Net Cash (A + B)	35,063.85	
Net Pay Liability (A + B + C)	35,063.85	
Other Transfers (D)	35,063.85	
Taxes - debited from your account (E)	12,626.38	
Total Amount Debited from your Account (D + E)	47,690.23	
Taxes - your responsibility (F)	0.00	
Company Liability (C + D + E + F)	47,690.23	
Net Cash pays 1,000.00 or more		18
Flagged Pays		11

**Statistical Summary - Federal Taxes**

Company:Z9X - Town of Silverton  
Week#: 14  
Qtr/Year:2/2024

Service Center:0075 Northern California  
Pay Date:04/05/2024  
Run Time/Date:21:20:58 PM EDT 04/02/2024

Status:Cycle Complete  
P/E Date:03/30/2024

Federal Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount
Federal Income Tax	3,708.00		43,888.96	
Social Security	2,789.12	2,789.10	44,985.54	44,985.54
Medicare	652.26	652.29	44,985.54	44,985.54
FMLA-PSL Payments Credit		0.00		
FMLA-PSL ER FICA Credit		0.00		
FMLA-PSL Health Care Premium Credit		0.00		
Employee Retention Qualified Payments Credit		0.00		
Employee Retention Qualified Health Care Credit		0.00		
COBRA Premium Assistance Amount		0.00		

**Statistical Summary - State Taxes**

Company:Z9X - Town of Silverton  
Week#: 14  
Qtr/Year:2/2024

Service Center:0075 Northern California  
Pay Date:04/05/2024  
Run Time/Date:21:20:58 PM EDT 04/02/2024

Status:Cycle Complete  
P/E Date:03/30/2024

State Code	State Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount	Experience Rate	State Tax Rebate Amount
CO	State Income Tax	1,675.73		43,888.96			
CO	Unemployment Tax		359.88		44,985.54	0.80	

**Statistical Summary - Hours & Earnings**

Company:Z9X - Town of Silverton  
Week#: 14  
Qtr/Year:2/2024

Service Center:0075 Northern California  
Pay Date:04/05/2024  
Run Time/Date:21:20:58 PM EDT 04/02/2024

Status:Cycle Complete  
P/E Date:03/30/2024

Field Number	Hours/Earnings Code	Description	Hours	Earnings
1	Regular		1,698.07	39,388.85
2	Overtime		36.91	1,293.81
3	CTM	Comp Time T	18.83	
3	PTO	P.T.O.	264.86	4,362.04

## Report Criteria:

Report printed and checks created

Due Date	Vendor Number	Name	Invoice Number	Net Due Amount	Pay	Payment Amount	Discount Amount	Remittance
10/09/2023	1403	Prinoth	23050068	1,225.56-	N	.00	.00	Vendor Address
10/23/2023	1062	LAWSON PRODUCTS INC	93109653	278.33-	N	.00	.00	Vendor Address
10/23/2023	1080	Lincoln National Life Insurance	46098521	556.27-	N	.00	.00	Vendor Address
04/08/2024	2158	Affordable Blind Pros	21231.2	1,523.32	Y	1,523.32	.00	Vendor Address
04/08/2024	53	ALSCO	03.2024	1,044.60	Y	1,044.60	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1790028	152.53	Y	152.53	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1790029	122.03	Y	122.03	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1790030	152.53	Y	152.53	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1790034	152.53	Y	152.53	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1790035	152.53	Y	152.53	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1790036	152.53	Y	152.53	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	179033	61.01	Y	61.01	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1792029	32.55	Y	32.55	.00	Vendor Address
04/08/2024	220	Bruin Waste Management	1796992	17,542.57	Y	17,542.57	.00	Vendor Address Contract
04/08/2024	249	CANYON SYSTEMS INC	16453	879.53	Y	879.53	.00	Vendor Address
04/08/2024	322	CJB Auto Supply	03.2024	419.19	Y	419.19	.00	Vendor Address
04/08/2024	686	FOUR CORNERS WELDING	03.2024	374.47	Y	374.47	.00	Vendor Address
04/08/2024	2164	Fresh Off The Press	43739	430.00	Y	430.00	.00	Vendor Address
04/08/2024	895	Image Net Consulting, LLC	82239124	286.34	Y	286.34	.00	Vendor Address
04/08/2024	2156	La Plata County Public Health	3090	254.10	Y	254.10	.00	Vendor Address
04/08/2024	2151	MacDougall Consulting	1004	175.00	Y	175.00	.00	Vendor Address
04/08/2024	2165	Mountain Dog Marketing, Inc.	163	2,000.00	Y	2,000.00	.00	Vendor Address
04/08/2024	2130	Professional Management Solu	84911	2,400.00	Y	2,400.00	.00	Vendor Address
04/08/2024	1425	QUILL CORPORATION	37835572	7.49	Y	7.49	.00	Vendor Address
04/08/2024	1425	QUILL CORPORATION	37839352	26.99	Y	26.99	.00	Vendor Address
04/08/2024	1598	SAN MIGUEL POWER ASSOC	3.15.24	6,638.30	Y	6,638.30	.00	Vendor Address
04/08/2024	2119	Sarah Moore	24-09	1,056.00	Y	1,056.00	.00	Vendor Address
04/08/2024	1632	SGM	2015-513	1,185.50	Y	1,185.50	.00	Vendor Address
04/08/2024	1664	SILVERTON GROCERY	03.2024	64.20	Y	64.20	.00	Vendor Address
04/08/2024	1666	SILVERTON HARDWARE	03.2024	735.23	Y	735.23	.00	Vendor Address
04/08/2024	1670	SILVERTON LP GAS	08590	1,921.01	Y	1,921.01	.00	Vendor Address
04/08/2024	1670	SILVERTON LP GAS	08597	1,329.83	Y	1,329.83	.00	Vendor Address
04/08/2024	1670	SILVERTON LP GAS	08623	1,326.59	Y	1,326.59	.00	Vendor Address
04/08/2024	1670	SILVERTON LP GAS	08685	960.51	Y	960.51	.00	Vendor Address
04/08/2024	1670	SILVERTON LP GAS	08688	224.48	Y	224.48	.00	Vendor Address
04/08/2024	1670	SILVERTON LP GAS	08712	668.16	Y	668.16	.00	Vendor Address
04/08/2024	1670	SILVERTON LP GAS	08751	516.53	Y	516.53	.00	Vendor Address
04/08/2024	1684	SILVERTON SNOWMOBILE C	123	1,750.00	Y	1,750.00	.00	Vendor Address
04/08/2024	1686	SILVERTON STANDARD & TH	202422	3,006.72	Y	3,006.72	.00	Vendor Address
04/08/2024	1686	SILVERTON STANDARD & TH	202425	567.00	Y	567.00	.00	Vendor Address
04/08/2024	1691	SILVERTON-SAN JUAN FIRE	2ND QUA	13,687.50	Y	13,687.50	.00	Vendor Address Contract
04/08/2024	1693	SITES, JOHN	3.29.24	100.00	Y	100.00	.00	Vendor Address
04/08/2024	1733	SOUTHWESTERN SYSTEMS,	203303	4,735.42	Y	4,735.42	.00	Vendor Address
04/08/2024	2150	Spindrift Haus, LLC	3.26.24	257.38	Y	257.38	.00	Vendor Address
04/08/2024	1837	THE CLEAN TEAM	736913	1,225.00	Y	1,225.00	.00	3
04/08/2024	1959	Vero Fiber Networks, LLC	6146	160.65	Y	160.65	.00	Vendor Address
04/08/2024	1978	WAGNER EQUIPMENT CO	P01C0328	174.12	Y	174.12	.00	Vendor Address
Totals:				68,571.81		70,631.97	.00	

Number of invoices to be partially paid:	0
Number of invoices with no payment:	3
Total number of invoices listed:	47
Total checks from invoices selected:	28
Total adjustment checks:	0
Total adjusted invoices:	0
Total negative checks not created:	0

## Cash Requirements Summary

Date	Net Due Amount	Payment Amount	Discount Taken
10/09/2023	1,225.56-	.00	.00
10/23/2023	834.60-	.00	.00
04/08/2024	70,631.97	70,631.97	.00
	68,571.81	70,631.97	.00



# Town of Silverton

SPECIAL MEETING – Silverton Board of Trustees  
Silverton Town Hall – Thursday, March 21, 2024  
Call to Order & Roll Call –6:00pm

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**Attendance:** Mayor Pro Tem Barney, Trustee Tyler George, Trustee Jordan Bierma, Trustee Jim Harper

**Absent:** Mayor Shane Fuhrman, Trustee Olivia Edwards

**Staff:** Administrator Gloria Kaasch-Buerger, Community Development Lucy Mulvihill, Building Inspector Bevan Harris, Deputy Clerk Ana Mendiluce

## Special Meeting @ 6:00pm

1. Request for executive session pursuant to §24-6-402(4)(b), C.R.S., Conferences with an attorney for the public entity for the purposes of receiving legal advice on proposed moratorium ordinances and wetland regulations.
2. Public Hearing: First Reading of Ordinance 2024-02 An Ordinance 2024-02 An Ordinance Of The Town Of Silverton Imposing A Temporary Suspension On Accepting Construction Permit Applications In Those Areas Defined As Wetlands Within Silverton Town Limits
  - Public comment was opened up.
  - Wendy Polly talked about how this will be very cost effective for the Town in legal fees. Gave example of how property sale fell through because of the emergency moratorium.
  - Pete Maisel stated reasons why he believes that the moratorium would not be productive to the town.
  - Michael Polly stated that the moratorium will increase the cost of building and we need affordable housing.
  - Melissa Childs stated that the wetlands communication is derailing the process of town planning.
  - Melody Skinner warned that if there is a moratorium in place, then the town opens themselves up to legal ramifications.
  - Trustee Kranker stated that she cannot vote on this ordinance because it is too broad and there are too many effects that are not beneficial to the town.
  - All other trustees agreed to move on from this ordinance and go to the next.



# Town of Silverton

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**Trustee Kranker moved, and Trustee Harper seconded to deny Ordinance 2024-02 An Ordinance Of The Town Of Silverton Imposing A Temporary Suspension On Accepting Construction Permit Applications In Those Areas Defined As Wetlands Within Silverton Town Limits. Passed unanimously with roll call.**

3. Public Hearing: First Reading of Ordinance 2024-03 An Ordinance Of The Town Of Silverton Imposing A Temporary Suspension On Accepting Construction Permit Applications In Those Areas Defined As Riverine And Slope Wetlands In The Ironwood Consulting Wetlands Boundary Map Within Silverton Town Limits
  - Public comment was opened up.
  - Ken Safranski feels that a moratorium is not needed, that the process can be completed without it. Can put regulations in the code or a proposal.
  - Wendy Polly stated that the riverine on 6<sup>th</sup> was actually a trench dug up by the town so it should not be considered one. She stated that the Army Corp of engineers would not come to town to prove that the area was not a wetland.
  - Bruce Conrad stated that he has property that would be affected by the discussion tonight. Stated that he feels like there already is a mechanism in place for preserving wetlands. There are multiple steps that he would need to take before he can even begin to build on his property.
  - Anthony Edwards wanted to bring to the attention of the board that the definition was adopted before and that has been worked through, there is confusion with what is the intent of the board.
  - Michael Polly wanted to echo the other comments and have it denied.
  - Cody Braford wants to echo the other comments as well and have it denied.
  - Ian Tanner stated that there needs to be a point where that is enough land being taken.
  - Pete Maisel stated that he agreed with Safranski about the code rewrite.
  - David Zanoni gave an analogy.
  - Evin Harris stated that this is not a rushed discussion and that it has been going on for a while. She understands that this is a lose-lose situation on either side. Asked how there could be responsible development and compromise.
  - DeAnne Gallegos wants to advocate for the public process. States the board should use and lean on Clarion and the land use process that will go to the public.
  - Melissa Childs believes that there needs to be more public input on this. Read from the master plan. Feels like a lot of people aren't sure what is going on unless they attend meetings and read the agendas.
  - Jim Weller echoed the rest of the comments and asked about the true intent of the moratorium. Stated that there are no applications right now and if there are ones coming through then it is going to take months to review so there is not a need for a moratorium. Development will help build the community and make it more sustainable.
  - Logan Austin is in opposition to the ordinance. Stated that housing is the biggest issue in town, and this will hinder that process.
  - Jake Kurzweil wanted to point out a point in the master plan, says that wildland and wildlife habitat should be clearly defined and prioritized. He believes that development should happen in town, thinks there can solutions found to make it a win-win situation.
  - Public comment closed.
  - Trustee George brought up a situation two years ago that the public was very vocal about a development, and they could not stop it because the process had already been started. Started with the moratorium to give them the proper tools to be able to stop some of these permits. Stated that he feels like the process needs to be



# Town of Silverton

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completed to see if they are high quality wetlands or man-made. If there are man-made wetlands, then proceed to develop on them. If there are high quality wetlands, then they need to be preserved.

- Trustee Bierma stated that it is best to leave all options open for the new up and coming board.
- Trustee Kranker stated that we have more information now than we did before and that the map is useful. Stated that the board, staff, and community have all been confused on the end goal. Feels like we need more of the community's voice on this issue. Stated that she cannot vote in favor of this moratorium and suggests putting it more in the community's involvement.
- Trustee Harper stated that we are in this process because there has not been a clear definition before and there were not any guidelines. There's more information now than there was before, but the process is not completed to get more understanding. The "why" is to protect the property owner, protect the Town of Silverton, and to protect the areas in question. Asks to allow the process to continue.
- Mayor Pro-Tem Barney echoes both sides what Trustee Kranker and what Trustee Harper are stating. Doesn't believe that the moratorium will help with the process or by more time. Wants to acknowledge that there have been a lot of public comments through email as well as in person and on zoom. Not in favor of the moratorium, doesn't feel like this is the way to go about protecting the wetlands.
- Trustee George read about the moratorium is working through a community issue. Feels really strongly that this will help work through that issue.
- Trustee Kranker stated that there needs to be a clear regulatory intent. Feels like it is appropriate to put it to the community.
- Administrator Kaasch-Buerger stated that there needs to be regulations if the moratorium was passed. A moratorium is not the mechanism to use to get more community involvement.

**Trustee George moved, and Trustee Harper seconded to approve the first reading of Ordinance 2024-03 An Ordinance Of The Town Of Silverton Imposing A Temporary Suspension On Accepting Construction Permit Applications In Those Areas Defined As Riverine And Slope Wetlands In The Ironwood Consulting Wetlands Boundary Map Within Silverton Town Limits. Motion denied 3 in favor, 2 against. Needed 4 to pass motion.**

**End of Agenda**



# Town of Silverton

REGULAR MEETING – Silverton Board of Trustees  
Silverton Town Hall – March 25, 2024  
Call to Order & Roll Call –7:00pm

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**Attendance:** Mayor Shane Fuhrman, Trustee Dayna Kranker, Trustee Jim Harper, Trustee Tyler George, Trustee Jordan Bierma.

**Absent:** Mayor Pro Tem Sallie Barney, Trustee Olivia Edwards.

**Staff:** Town Administrator Gloria Kaasch-Buerger, Community Development Director Lucy Mulvihill, Public Works Director John Sites, Deputy Clerk Ana Mendiluce, 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.*
  - Abigail Armistead wanted to comment on the building on Greene Street. Opposed about a mix use building, and believes we need more affordable housing instead of a new hotel.
  - Colin Peterman asked about the “Reese Street Canyon” in front of his house.
  - Melody Skinner is in favor of the mixed-use building on Greene Street.
  - Public Comment Closed
- 3) Presentations/Proclamations
- 4) New Business
  - a) Public Hearing: First Reading Ordinance 2024-04 An Ordinance Of The Town Of Silverton For An Amendment To The Official Zoning Map Rezoning Properties As Described In Exhibit A From B-A Business Automotive District To R-2 Multiple Family Residential District
    - Sheila Booth gave an overview of the proposed ordinance.
    - Trustees agreed that they are in support of the rezoning.



# Town of Silverton

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**Trustee Kranker moved; Trustee Harper seconded to approve Ordinance 2024-04 and Ordinance of the Town of Silverton for an Amendment to the Official Zoning Map Rezoning Properties as Described in Exhibit A from B-A Business Automotive District to R-2 Multiple Family Residential District. Motion passed unanimously by roll call.**

- b) Public Hearing: 24-01 OVR 661 Greene: A request by Matt and Jordan Razook for Exterior Building Alterations on an Existing Structure (Commercial Use) within the Architectural Review Overlay District (AROD) Located at 661 Greene Street
- Sheila Booth gave an overview of the application. Recommends approval for outdoor renovations.
  - Jordan Razook just wanted to add how they are excited to be a part of the community.
  - Scottie Peterman was concerned about the fencing if there will be enough room in the alley. Concerned about the hot tub and fire pit, about noise after hours and if there will be a cutoff time.
  - Shelia Booth stated that they can place those items as a condition upon approval.
  - Jordan Razook confirmed that they would have in place a curfew. Wants to place the fence for privacy for both guests and residents in the area. Thought about the placement of the fence and would make sure that it would not block the alley.
  - Mayor Fuhrman asked about the structure of the alley and how that will work.
  - John Sites discussed that alley goes off a steep drop and because the lower part of that block has not been developed, then nobody has been required to complete the development of that alley. There is not any concern about plowing that alley due to the drawing, as there are other alleys that are more hazardous to plow.

**Trustee Kranker moved; Trustee Harper seconded to recommend approval of the AROD application for exterior renovations within the Architectural Review Overlay District located on block 69 Lots 19 through 24, 661 Greene as presented finding the AROD application is in conformance with Section 16-4-6 of the Silverton Municipal Code. Motion passed unanimously by roll call.**

- c) Public Hearing: 24-06 OVR Blk 36 Lot 8: A request by Benjamin Blue for the New Construction of a Structure (Multi-Use) within the Architectural Review Overlay District (AROD) Located at Block 36 Lot 8 TBD Greene Street
- Sheila Booth gave an overview of the application.
  - Benjamin Blue stated that he and his team studied Silverton codes, master plan, and did a deep dive into the history, heritage, and tourism of Silverton as well as a study of regional historic districts. Gave description of other building renovations in the area. Wants to contribute to town and help be in line with the master plan. Respecting and paying homage to the history of town. Would like to use local builders to complete the project as well as hire employees locally.
  - Colin Peterman expressed his approval for the new build.
  - Closed Public Comment
  - Mayor Fuhrman stated that the use was not part of their approval process, and he believes that the BP district should be reserved for commercial use mainly.
  - Trustee Kranker expressed her support for this project and was very appreciative that the builder wants to contribute to the community and live here.
  - All trustees were in favor of this project.



# Town of Silverton

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**Trustee Kranker moved; Trustee Harper seconded to recommend approval of the AROD application for a new hotel/motel building with ground floor retail located block 36 lot 8 as presented finding the AROD application is in conformance with 16-4-6 of the Silverton Municipal Code. Motion passed unanimously by roll call.**

- d) Public Hearing: 24-07 OVR 843 Greene. A request by Jim Weller for a Demolition of an Existing Residential Structure over 50 Years Old and Over 1,000 Square Feet in Floor Area within the Architectural Review Overlay District (AROD) Located at 843 Greene Street.
- Sheila Booth gave an overview of the demolition of residential structure.
  - Public comment opened and closed.
  - Mayor Fuhrman stated what was discussed at the HRC meeting about the demolition. In support of approval.
  - Trustees on board with approval.

**Trustee Harper moved; Trustee Kranker seconded to recommend approval of the demolition of an existing building over 1,000 square feet in floor area and over 50 years old within the Architectural Review Overlay District located at Block 53 Lots 19-21 843 Greene St as presented finding the AROD application is in conformance with Section 16-4-800 of the Silverton Municipal Code. Motion passed unanimously by roll call.**

- e) Streetlighting Options for Subdivision Development
- Mayor Fuhrman recused himself for this subject.
  - John Sites gave an overview of streetlight options. Requests the board's opinion and/or preferences on these options.
  - Trustee Kranker wanted the options more suitable for the dark sky ordinance.
  - John stated that they can structure the code with Trustee recommendations.
  - Trustee George asked if they went with the lower caliber lighting, then would the rest of the lights be changed as well.
  - Trustee Harper was more in favor of the lights facing downward.
  - John stated that all of the lights are dark sky compliant.
  - Trustee George stated that the Sternberg lights are similar to the lights at the courthouse.

5) Approval of Consent Agenda Items

- a) Payroll
- b) Meeting Minutes 2.26.24
- c) Accounts Payable
- d) Sales Tax
- e) January Financials
- f) Silverton Singletrack 2 Letters of Support
- g) San Juan County Letter of Support
- h) Ramboll Contract for Environmental Services related to activities defined by the 2023 Town of Silverton EPA Brownfields Multi-Purpose workplan
- i) CHFA Small-Scale Housing Technical Assistance Program Participation Agreement

**Trustee George moved; Trustee Kranker seconded to approve Consent Agenda Items. Motion passed unanimously by roll call.**

6) Staff Reports

- a) Grant Update



# Town of Silverton

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## 7) Committee/Board Reports

- a) 3.12 Historic Review Committee
- b) 3.18 Finance Committee Meeting
- c) 3.19 San Juan Regional Planning Commission

## 8) Trustee Reports

## 9) Continued Business

- a) Public Hearing: Annexation Hearing: Ordinance 2024-05 An Emergency Ordinance Of The Town Of Silverton Annexing To The Town Of Silverton, Colorado Certain Real Property Known As Anvil Mountain Subdivision 1
  - Lucy Mulvihill gave an overview of the ordinance and the area proposed to annex.
  - Trustees expressed their approval for the ordinance.

**Trustee Harper moved; Trustee Kranker seconded to approve Ordinance 2024-05 emergency ordinance of the town of Silverton annexing to the town of Silverton Colorado certain real property known as Anvil Mountain subdivision one. Motion passed unanimously by roll call.**

- b) Resolution 2024-08 A Resolution Of The Town Of Silverton Making Findings Of Fact And Conclusions Concerning The Anvil Mountain Subdivision 1 Annexation
  - Lucy gave an overview of the resolution.

**Trustee Kranker moved; Trustee Harper seconded to approve Resolution 2024-08 a resolution of the Town of Silverton making findings effect fact and conclusions concerning the Anvil Mountain subdivision one annexation. Motion passed unanimously by roll call.**

- c) Alternate Liquor License Hearing Officer RFQ Response
  - Town Administrator Kaasch-Buerger gave an overview of the resume submitted.

**Trustee Harper moved; Trustee Kranker seconded to appoint John Scot Lyon Jackson as the alternative Liquor License Authority Hearing Officer. Motion passed unanimously by roll call.**

- d) Resolution 2024-10 A Resolution Establishing Trustee Discussion Limits for Complex Agenda Items During Regular Meetings
  - Town Administrator Kaasch-Buerger gave an overview of the Resolution.
  - Trustee Kranker asked if there needed to be anything formal to revisit.
  - Attorney Buchner stated that the board is free to revisit at any time.

**Trustee Kranker moved; Trustee Harper seconded to adopt Resolution 2024-10 a Resolution Establishing Trustee Discussion Limits for Complex Agenda Items During Regular Meetings. Resolution passes 4 in favor to 1 against.**

## 10) Public Comment

**Adjourn**

## Up-coming Meeting Dates:

3.27 @ 7pm Special Meeting for Annexation

4.8 @6:30pm Trustee Reception

4.8 @ 7pm Regular Meeting

**End of Agenda**



# Town of Silverton

SPECIAL MEETING – Silverton Board of Trustees Silverton  
Town Hall – Wednesday, March 27, 2024  
Call to Order & Roll Call –7:00pm

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

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

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

*MEETING PROTOCOLS: Please turn off cell phones; be respectful and take personal conversations into the lobby. The public is invited to attend all regular meetings and work sessions of the Board of Trustees. Please be advised, public comment will not be taken during the work session meetings. Closing Public Comment must be related to an agenda item.*

**Present:** Trustee Harper, Trustee Edwards, Trustee Goerge, Trustee Kranker, Trustee Bierma, Mayor Pro Tem Barney

**Absent:** Mayor Fuhrman

**Staff:** Administrator Kaasch-Buerger, CDD Lucy Mulvihill

## Special Meeting @ 7:01pm

1. Public Hearing: Annexation Hearing: Ordinance 2024-06 An Emergency Ordinance of The Town of Silverton Annexing to The Town of Silverton, Colorado Certain Real Property Known as Anvil Mountain Subdivision 2
  - CDD Lucy Mulvihill opened the public hearing and provided background information regarding the annexation of the Anvil Mountain Subdivision.
  - No public comment

**Trustee George moved, and Trustee Harper seconded to approve Ordinance 2024-06 An Emergency Ordinance of The Town of Silverton Annexing to The Town of Silverton, Colorado Certain Real Property Known as Anvil Mountain Subdivision 2. Passed unanimously with roll call.**

2. Resolution 2024-09 A Resolution of The Town of Silverton Making Findings of Fact and Conclusions Concerning the Anvil Mountain Subdivision 2 Annexation
  - CDD Lucy Mulvihill provided background information regarding Resolution 2024-09.

**Trustee Kranker moved, and Trustee Harper seconded to approve Resolution 2024-09 A Resolution of The Town of Silverton Making Findings of Fact and Conclusions Concerning the Anvil Mountain Subdivision 2 Annexation. Passed unanimously with roll call.**

**Adjourned @ 7:13pm**

**End of Agenda**

RETAIL MARIJUANA TESTING FACILITY ☐



# Town of Silverton

## Marijuana Related Operations License Application

### CHECKLIST:

BUILDING PLANS & SPECIFICATIONS ATTACHED ☒

NEW CONSTRUCTION – ARCHITECT’S DRAWINGS ATTACHED ☒

FINGERPRINTS (SAN JUAN COUNTY SHERIFF) ☒

BUSINESS LICENSE APPLICATION ☒

### APPLICANT SIGNATURES:

NAME & TITLE Clifton R Knipe Owner SIGN \_\_\_\_\_

NAME & TITLE \_\_\_\_\_ SIGN \_\_\_\_\_

NAME & TITLE \_\_\_\_\_ SIGN \_\_\_\_\_

### APPROVED BY:

BUILDING, CODE, AND FIRE INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

TOWN CLERK/TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

### PAYMENT & LICENSE INFORMATION:

**New License: \$1500**

**Renewal License: \$1000**

PAYMENT METHOD \_\_\_\_\_ AMOUNT PAID \_\_\_\_\_

TOWN BOARD APPROVAL DATE \_\_\_\_\_ DATE ISSUED/APPROVED \_\_\_\_\_

RECEIVED/ISSUED BY \_\_\_\_\_

INFORMATION AND MATERIALS REQUIRED ARE IN ACCORDANCE WITH THE TOWN OF SILVERTON ORDINANCE

NO. 2015-08. THIS FULL ORDINANCE CAN BE FOUND ON OUR WEBSITE

[WWW.COLORADO.GOV/TOWNOFSILVERTON](http://WWW.COLORADO.GOV/TOWNOFSILVERTON) FOR YOUR REVIEW.

## AMENDMENT TO LEASE

THIS AMENDMENT is entered into this 4<sup>th</sup> day of April 2021, between **Frank J. Anesi** ("Lessor" or "Landlord") and Mountain Annie's, LLC ("Lessee" or "Tenant").

### WITNESSETH:

**WHEREAS**, Acme Healing Center of Silverton, LLC (the "Assignor") assigned to Lessee that certain Commercial Lease dated 12/23/14 for the Premises located at 1330 Green Street, Silverton, CO 81433 (the "Lease") as evidenced by the Assignment of Lease dated 8/29/2018 (the "Assignment"); and,

**WHEREAS**, the Assignment contemplates specific rental increases and re-confirms all original conditions set forth in the Lease; and,

**WHEREAS**, Lessee and Lessor wish to modify certain terms of the Lease and Assignment.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions herein contained, the parties hereto do hereby agree to amend the Lease and Assignment as follows:

1) Term of Lease. This Amendment shall create a new lease term beginning May 1, 2021 until April 30, 2023 (the "Rental Term"). Upon execution of this Amendment, Lessee's lease shall be deemed current.

2) Rent Increase. The compounding annual interest rate shall be reduced from three percent (3%) to two percent (2%).

3) Lessor's / Landlord's Responsibilities. Lessor shall be responsible for structural repairs to exterior walls and foundations. In the event the roof needs to be replaced, Lessor shall bear the cost of replacement less and except any repairs that result from failure to maintain the roof or remove snow as set forth in Section 36 of the Lease.

4) Lessee's / Tenant's Responsibilities. Lessee shall remain responsible for all improvements and maintenance of the Premises as set forth in Sections 12 and 13 of the Lease. Examples of Tenant's required maintenance includes, but is not limited to, painting interior and exterior walls of the Premises, and ensuring all electric and plumbing infrastructure is maintained and kept in good working order.

5) Remaining Terms of Lease. Except as set forth herein, all terms of the Lease shall remain in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease or Assignment, the terms and provisions of this Amendment shall control. If any provision of this Amendment is held invalid or unenforceable, the other provisions of this Amendment will remain in full force and effect.

6) Counterparts. This Amendment may be signed in counterparts and signatures exchanged by fax, E-mail or by U.S. Mail, and shall be considered as original signatures for all purposes.

7) Binding Effect. The Parties agree that this Amendment shall be fully binding upon themselves, their heirs, their successors and their assigns. The terms of this Amendment shall be construed and interpreted in accordance with Colorado law and shall be binding upon and inure to the benefit of the respective parties, their respective agents, representatives, employees, successors and assigns.

This Amendment may be signed in one or more counterparts.

All other terms and provisions within the Contract shall remain valid and in full force and effect.

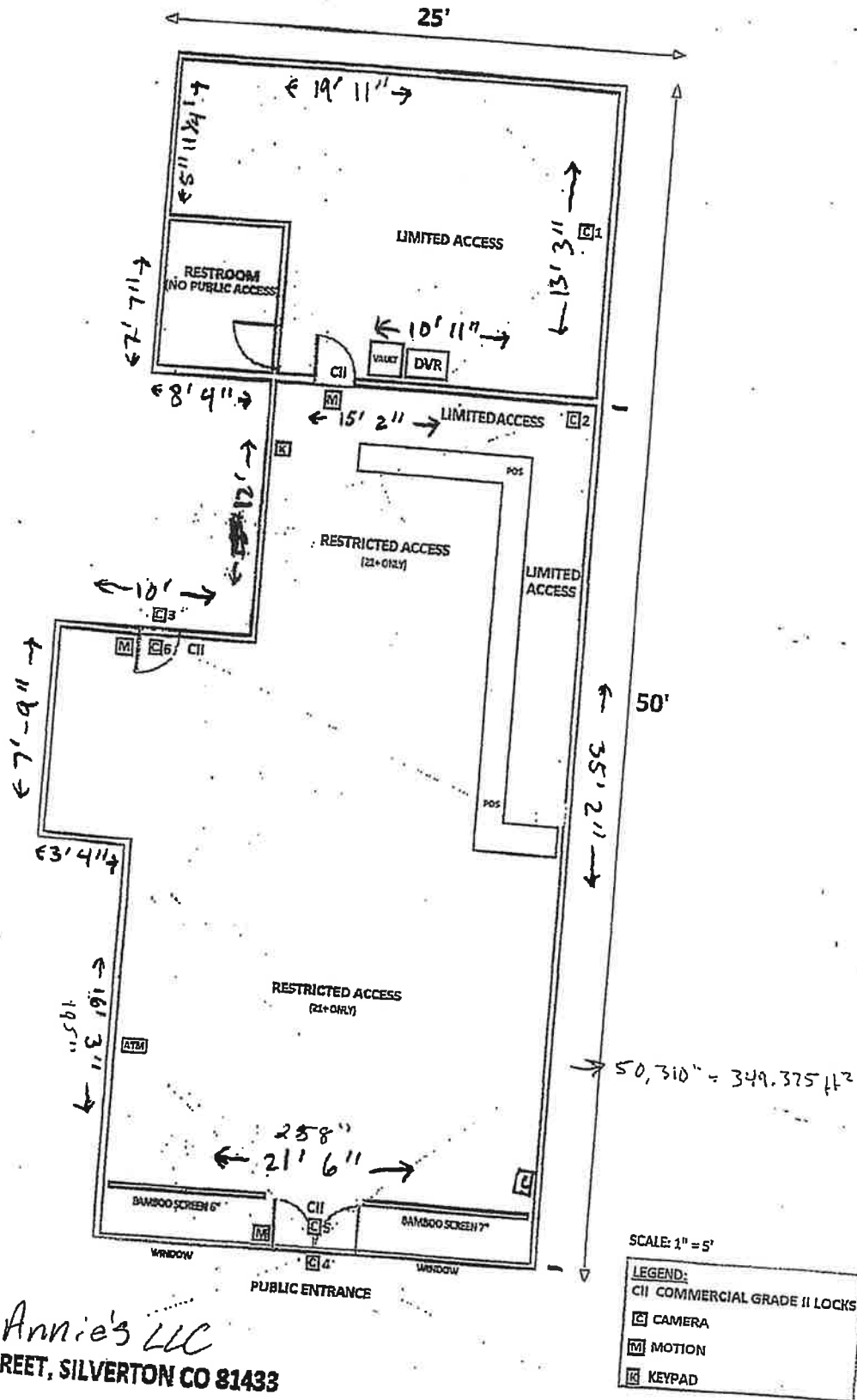
IN WITNESS WHEREOF, this Amendment has been duly executed, effective as of the date first set forth above, by the parties hereto.

**LESSOR/ LANDLORD: Frank J. Anesi**

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

**LESSEE/ TENANT: Mountain Annie's, LLC**

By: \_\_\_\_\_  
Clifton (Randy) Knipe, Managing Member



Mountain Annie's LLC  
1330 GREENE STREET, SILVERTON CO 81433  
402R-00455

<https://mail.google.com/mail/u/0/#label/Aurby/15b590d32511d1817?projector=1>

# STATE OF COLORADO

## DEPARTMENT OF REVENUE



### Marijuana Enforcement Division



### Regulated Marijuana Conditional License

**MOUNTAIN ANNIES, LLC**

**1330 Greene Street, Silverton, CO 81433**

**Retail Marijuana Store - 402R-00455**

**License Issue Date: 05/16/2023**

**License Valid Through: 05/16/2024**

**This license is conditioned upon Local Authority approval, pursuant to section 44-10-305 C.R.S.**

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 10, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

**This conditional license is only valid through the expiration date shown above.** Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1697 Cole Blvd., Suite 200, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

Handwritten signature of Dominique Mendiola in black ink.

Dominique Mendiola, Senior Director

Handwritten signature of Heidi Humphreys in black ink.

Heidi Humphreys, Executive Director



## AGENDA MEMO

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SUBJECT: Resolution 2024-03 Administrative Error Correction

STAFF CONTACT: Melina Marks Lanis

MEETING DATE: April 8<sup>th</sup>, 2024

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### **Overview:**

On February 5<sup>th</sup>, 2024, a special meeting was held where staff brought Resolution 2024-03 a Resolution of the Town of Silverton submitting to the registered electors at the April 2, 2024, regular election, a ballot question regarding the imposition of a 5% sales tax on retail marijuana sales. This Resolution was passed unanimously with 2 Trustees absent. On February 12<sup>th</sup>, 2024, staff brought Resolution 2024-03 a Resolution of the Town of Silverton finding substantial compliance and declaring intent to annex Anvil Mountain Subdivision 1 to the Board of Trustees. This Resolution was passed unanimously. This duplication of Resolution numbers was an administrative oversight and will be avoided in the future with improvements in recordkeeping.

### **Staff Recommendation:**

Staff recommends re-assigning the number of the first Resolution 2024-03, a Resolution of the Town of Silverton submitting to the registered electors at the April 2, 2024, regular election, a ballot question regarding the imposition of a 5% sales tax on retail marijuana sales, to Resolution 2024-11, to prevent tampering with any of the paperwork surrounding the annexation of the Anvil Mountain Subdivision. By re-assigning this Resolution to 2024-11, the progression of Resolution numbers can continue without further disruption.

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

Included in Consent Agenda for record keeping purposes.



## AGENDA MEMO

**SUBJECT:** Second Reading of Ordinance 2024-04 An Ordinance Of The Town Of Silverton For An Amendment To The Official Zoning Map Rezoning Properties As Described In Exhibit A From B-A Business Automotive District To R-2 Multiple Family Residential District

**STAFF CONTACT:** Lucy Mulvihill

**MEETING DATE:** 4.08.2024

### Overview:

This public hearing is the second reading of Ordinance 2024-04 An Ordinance Of The Town Of Silverton For An Amendment To The Official Zoning Map Rezoning Properties As Described In Exhibit A From B-A Business Automotive District To R-2 Multiple Family Residential District.

At their regular meeting on March 25, 2024, the Board unanimously approved the first reading of ordinance 2024-04. The original application and staff report are included in the packet, for reference.

Staff has not received public comment on this application or ordinance.

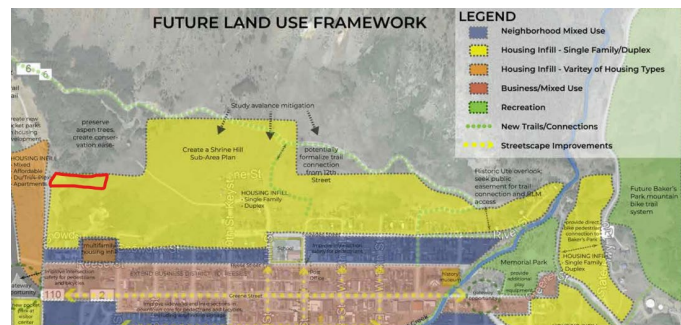
If the Board moves to approve the second reading of Ordinance 2024-04, it shall be enacted on May 8, 2024.

### Staff Recommendation:

Approve the second reading of Ordinance 2024-04 An Ordinance Of The Town Of Silverton For An Amendment To The Official Zoning Map Rezoning Properties As Described In Exhibit A From B-A Business Automotive District To R-2 Multiple Family Residential District.

### Master Plan Priority:

The future land use map within the compass master plan highlights the location of the subject site as an area for housing infill, specifically for Single-family and Duplexes. The rezoning of the subject sites would conform with the future land use map within the compass master plan.



### Compass Master Plan Goals and Strategies:

#### Expand Housing Choices, Opportunities And Affordability For Our Community:

We want to ensure that we provide housing choices that are affordable to our people: the elderly, young families, our workforce, the Hispanic community. (Page 38 of the Compass Master Plan)

#### Plan For Responsible Growth And Development That Contribute To Our Community And Sense Of Place:

We want to see well-planned growth and quality development that supports our local community. We don't want to lose our small town character, but do want to provide housing & have more fulltime residents to support businesses, the school, and expanded services and opportunities. (Page 38 of the Compass Master Plan)

#### Update the Communities Vision for Plans and Policies for the Type and Location of Future Development:

Identifying potential development sites is a key strategy to obtain the type of infill desired by the community. Additional policy changes that will open up key infill areas include consolidating and/or combining some of the zoning districts that have similar intentions but restrict types of development the community desires such as



## AGENDA MEMO

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SUBJECT: Second Reading of Ordinance 2024-04 An Ordinance Of The Town Of Silverton For An Amendment To The Official Zoning Map Rezoning Properties As Described In Exhibit A From B-A Business Automotive District To R-2 Multiple Family Residential District

STAFF CONTACT: Lucy Mulvihill

MEETING DATE: 4.08.2024

mixed use

developments,

and creative/entrepreneurial spaces in existing homes and neighborhoods. In addition to infill areas, the Town should work with the County on planning for potential long-term growth and development on the edges of town and beyond in locations such as Howardsville and Eureka. (Page 62 of the Compass Master Plan)

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

Motion to approve the second reading of Ordinance 2024-04 An Ordinance Of The Town Of Silverton For An Amendment To The Official Zoning Map Rezoning Properties As Described In Exhibit A From B-A Business Automotive District To R-2 Multiple Family Residential District.

## STAFF REPORT

**To:** Silverton Board of Trustees

**From:** Chris Masar, *Contracted Town Planner, CPS*

**Through:** Gloria Kaasch-Buerger, *Town Administrator*  
Lucy Mulvihill, *Community Development Coordinator*

**Date:** March 25, 2024

**RE:** 24-05 ZON Blk H Rathmell – A Rezoning of Four Parcels from Business Automobile District (B-A) to Multiple Family Residential District (R-2) located at Block H off 5<sup>th</sup> Street and Ordinance 2024-04.

**PROJECT SITE:** Block H, Silverton, San Juan County, Colorado. Parcels #s: 482918400006, 482918400008, 482918400003, and 4829184000003. (Fractional Block H, North 130 ft, Middle 85 ft, Southerly 85 ft, Vacated Portion of 6th Street lying between Fractional Blocks G & H, and also bounded by the Northwest Boundary of Keystone Street and the Northwest Boundary of the Town of Silverton)

**APPLICANT:** Karen Rathmell

**OWNERS:** Karen Rathmell, Joann Vota, William Sandell, Susan Sandell Takahashi, and Michael Sandell

**CURRENT ZONING DISTRICT:** Business Automotive (B-A) District, Section 16-3-60, Silverton Town Code

**OVERLAY DISTRICTS:** Slope Hazard Overlay District; Section 16-4-4

**PURPOSE OF REVIEW:** Sec. 16-1-40. Of the Silverton Municipal code states: Amendments or changes *Pursuant to Sections 31-23-304 and 31-23-305, C.R.S., the regulations, restrictions and boundaries established by this Chapter and the official use district map may be amended, supplemented, changed, modified or repealed by the Board of Trustees, following review and recommendation by the Planning Commission. Such amendments or changes may be initiated by the Board of Trustees, the Planning Commission or application of any person residing, owning or leasing property in the Town.*

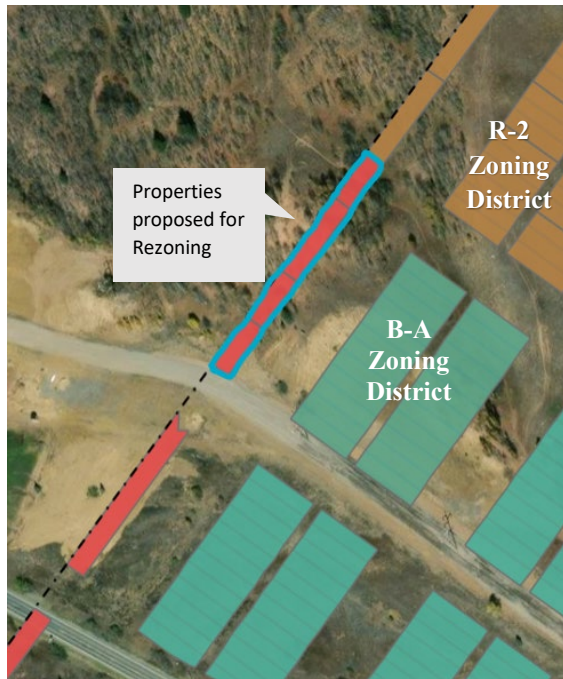


**APPLICATION:** The applicant submitted the required documents and application fee on February 5, 2024.

**PUBLIC NOTICE:**

- Posted Town website Thursday February 8, 2024.
- Published in the Silverton Standard and Miner newspaper on Thursday February 8, 2024.

**PUBLIC COMMENT:** As of March 20, 2024, no public comments have been received regarding this application.



**ADJACENT PROPERTIES:**

- North - R-1A
- South B-A
- East R-2
- West County Zoned

**PARCEL SIZE AND ACCESS:** The site consists of four lots, which total 13,315 sq. ft. (3,561sf., 3,540 sf., 5,393 sf., and 820 sf.). Since no structures are currently proposed, vehicular access to each lot has not been determined.

**CODE EVALUATION:**

Sec. 16-1-40. - Amendments or changes.

*(a) Pursuant to Sections 31-23-304 and 31-23-305, C.R.S., the regulations, restrictions and boundaries established by this Chapter and the official use district map may be amended, supplemented, changed, modified or repealed by the Board of Trustees, following review and recommendation by the Planning Commission. Such amendments or changes may be initiated by the Board of Trustees, the Planning*

*Commission or application of any person residing, owning or leasing property in the Town.*

*(b) Application procedure.*

*(1) The application for such action by a person shall be filed in writing with the Planning Director. The applicant completed an application form requesting the rezoning of the four properties.*

*(2) The application for amendment or change in the use district map shall contain the following information:*

*a. Description of land area, including lot and block numbers to be rezoned, and requested new classification, along with a drawing to scale showing boundaries of the area requested to be rezoned.*

The application material includes a scaled plan for the properties proposed for rezoning, lot and block descriptions, and the requested zoning classification.

*b. A statement of justification for the rezoning requested.*

The current B-A zoning district would not allow the use of the property without variances. The minimum lot area required in the B-A zone district is 30,000 sq. ft. and the minimum lot area required per dwelling unit is 3,750 sq. ft.

Of the four lots proposed for rezoning, only one would meet the minimum lot size requirements for one dwelling unit, and no lots would meet the minimum 30,000 sq. ft. lot size requirements for the B-A zone district. The subject lots also do not currently meet the minimum lot width requirement of 200 ft. within the zone district.

*c. Time schedule for any contemplated new construction or uses.*

The applicant intends on selling her parcels and does not have an estimate on when construction would occur on the property.

**ANALYSIS OF REQUEST:**

**Proposed Improvements:** The property owners are only requesting a rezoning from B-A to R-2 with this application. The properties do not meet the dimensional standards of the current B-A zone district (See Table 1 below) and are more closely aligned with the dimensional standards of the requested R-2 zone district (See Table 2). Due to size of the lots and the dimensional requirements of the B-A zone district,

any development of the property now would trigger numerous dimensional variance applications and review by the Town's Board of Adjustment. By rezoning to the R-2 zone district, the number of dimensional lot standard variances is likely reduced and possibly eliminated if lots are combined. Although the properties do not, as currently configured, meet all the dimensional requirements of the R-2 zone district, the SMC does not currently have rezoning approval criteria that require a lot/parcel to be in compliance with a zone district in order for the zone district to be approved for the property.

The subject site is also located within the Slope Hazard Overlay District which requires a Use Subject to Review. The property owners do not have immediate plans to build on the property, or site plans to show the setbacks, to determine if the requirement of the underlying zoning district are sufficient to mitigate the hazard affecting the lots. The Use Subject to Review application for the Slope Hazard Overlay District is not required at this time and will be required upon development on the properties.

### Land Use & Dimensional Standards:

Table 1 shows the dimensional requirements for uses in the EXISTING B-A zone district.

**Table 1:**

Standard	Required	Existing	Compliant?
<b>Minimum Lot Area</b>	30,000 sq. ft.	820 sq. ft. – 5,393 sq. ft.	No
<b>Minimum Lot Area Per Dwelling Unit</b>	3,750 sq. ft.	820 sq. ft. – 5,393 sq. ft.	No, Only 1 lot could contain a dwelling unit
<b>Minimum Lot Width</b>	200'	80'-130'	No
<b>Maximum Height of Structure</b>	30' B-A District	---	N/A
<b>Minimum Floor Area of Dwelling Unit</b>	500 sq. ft.	---	N/A
<b>Front Setback</b>	20'	---	N/A
<b>Side Setback</b>	15'	---	N/A
<b>Rear Setback</b>	5'	---	NA

Table 2 shows the dimensional requirements for uses in the PROPOSED R-2 zone district.

**Table 2:**

Standard	Required	Proposed	Compliant?
<b>Minimum Lot Area</b>	5,000 sq. ft.	820 sq. ft. – 5,393 sq. ft.	Only one lot meets this requirement
<b>Minimum Lot Area Per Multi-Family Dwelling Unit</b>	1,250 sq. ft.	820 sq. ft. – 5,393 sq. ft.	Three of the four lots meet this requirement
<b>Minimum Lot Width</b>	50'	80'-130'	Yes
<b>Maximum Height of Structure</b>	30' R-2 District	---	N/A
<b>Minimum Floor Area of Dwelling Unit (Single Family)</b>	750 sq. ft.	---	N/A
<b>Minimum Floor Area of Dwelling Unit (Multi-Family)</b>	An additional 500 square feet, for a total of 1,250 square feet	---	N/A
<b>Front Setback</b>	7'	---	N/A
<b>Side Setback</b>	7'	---	N/A
<b>Rear Setback</b>	5'	---	NA

Under the current zoning code, the only zoning district which allows development on properties less than 5,000 s.f. is the Business Pedestrian (B-P.) district where commercial uses or residential uses in conjunction with other principal uses can be developed on a 2,500 sq. ft. lot. The B-P zone district encompasses the downtown section of Silverton around Greene St. and Blair Street. If the subject site was rezoned to B-P district, the zoning would not be contiguous with the surrounding properties.

## COMPASS MASTER PLAN EVALUATION:

**FUTURE LAND USE FRAMEWORK**

**LEGEND**

- Neighborhood Mixed Use
- Housing Infill - Single Family/Duplex
- Housing Infill - Variety of Housing Types
- Business/Mixed Use
- Recreation
- New Trails/Connections
- Streetscape Improvements

Approximate location of subject site

Study avoidance mitigation

potentially formalize trail connection from 12th Street

Historic Ute overlook, seek public easement for trail connection and public access

Future Baker Park mountain bike trail system

Memorial Park

provide additional play area for children

provide direct bike pedestrian connection to Baker's Park

improve interaction between the development and school

preserve open trees, create conservation easement

Create a Shrine Hill Sub-Area Plan

Housing Infill - Single Family/Duplex

Housing Infill - Mixed Affordable Duplex/Apartment

Neighborhood Mixed Use

Business/Mixed Use

Recreation

New Trails/Connections

Streetscape Improvements

110

6

6

12th Street

13th Street

14th Street

15th Street

16th Street

17th Street

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## Expand Housing Choices, Opportunities And Affordability For Our Community:

Plan For Responsible Growth And Development That Contribute To Our Community And Sense Of Place:

Update the Communities Vision for Plans and Policies for the Type and Location of Future Development:

Prepared By: *Community Planning Strategies, Contracted Town Planner*

the community desires such as mixed use developments, and creative/entrepreneurial spaces in existing homes and neighborhoods. In addition to infill areas, the Town should work with the County on planning for potential long-term growth and development on the edges of town and beyond in locations such as Howardsville and Eureka. *(Page 62 of the Compass Master Plan)*

**BOARD OF TRUSTEES ACTION:** The Board of Trustees shall approve as submitted, approve with conditions, table for additional review with the applicant's consent, or deny the application.

**PLANNING COMMISSION RECOMMENDATION:** At the February 19, 2024 Planning Commission meeting, the Planning Commission voted unanimously to recommended approval of the rezoning application for the four parcels known as *Fractional block H north 130 ft, Fractional block H middle 85 ft, Fractional block H southerly 85 ft, and Vacated portion of 6th street lying between fractional blocks G & H, and also bounded by the northwest boundary of keystone street and the northwest boundary of the town of Silverton, undivided 1/4 interest in*, from B-A Business Automotive to R-2 Multi-Family Residential as presented.

**STAFF RECOMMENDATION:** Staff finds the applicant has submitted all required materials within the timeframe required and all other materials comply with the conditions of §Sec. 16-1-40 of the SMC and the Compass Master Plan. Staff therefore recommends approval to rezone the four parcels known as *Fractional block H north 130 ft, Fractional block H middle 85 ft, Fractional block H southerly 85 ft, and Vacated portion of 6th street lying between fractional blocks G & H, and also bounded by the northwest boundary of keystone street and the northwest boundary of the town of Silverton, undivided 1/4 interest in*, from Business Automotive (B-A) to Multi-Family Residential (R-2), as presented.

However, this is a decision for the Board of Trustees to make, and the Board may choose to approve or deny the rezoning application based on the testimony and evidence it hears. Two sample motions are included below for convenience only. They do not limit the evidence the Board of Trustees can rely on or the decision the Board makes.

#### **SAMPLE MOTIONS:**

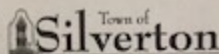
**Approval:** I move to approve of the rezoning of the four parcels known as *Fractional Block H, North 130 ft, Middle 85 ft, Southerly 85 ft, Vacated Portion of 6th Street lying between Fractional Blocks G & H, and also bounded by the Northwest Boundary of Keystone Street and the Northwest Boundary of the Town of Silverton*, from Business Automotive (B-A) to Multi-Family Residential (R-2), as presented. finding the rezoning would be in conformance with §16-1-40 of the SMC.

**Approval with conditions:** I move to approve of the rezoning of the four parcels known as *Fractional Block H, North 130 ft, Middle 85 ft, Southerly 85 ft, Vacated Portion of 6th Street lying between Fractional Blocks G & H, and also bounded by the Northwest Boundary of Keystone Street and the Northwest Boundary of the Town of Silverton*, from Business Automotive (B-A) to Multi-Family Residential (R-2), as presented. finding the rezoning would be in conformance with §16-1-40 of the SMC with the following conditions [insert conditions here].

**Denial:** I move to deny the rezoning of the four parcels known as *Fractional Block H, North 130 ft, Middle 85 ft, Southerly 85 ft, Vacated Portion of 6th Street lying between Fractional Blocks G & H, and also bounded by the Northwest Boundary of Keystone Street and the Northwest Boundary of the Town of Silverton*, from Business Automotive (B-A) to Multi-Family Residential (R-2), finding the rezoning would NOT be in conformance with §16-1-40 of the SMC.

#### **ATTACHMENTS:**

1. Application Materials
2. Public Notice
3. Ordinance 2024-04



LAND USE APPLICATION  
Community Development Department  
Town of Silverton  
1360 Greene Street, Silverton CO, 81433

APPLICANT: Karen Rathmell COMPANY: N/A  
MAILING ADDRESS: 2712 Delwood Avenue  
PHONE: Durango CO 81301 EMAIL: kmmr@g.com  
970-422-2167  
OWNER:  
MAILING ADDRESS: SAME  
PHONE: EMAIL: SAME

PROPERTY LOCATION/ADDRESS: Fractional Block H, southerly 85 feet of  
ASSESSOR'S PARCEL NO. R1178 482918400006 LOT SIZE: .081749 acres  
CURRENT ZONING: Business/Auto PROPOSED ZONING: Residential  
CURRENT USE: vacant land up for sale PROPOSED USE: N/A

(The person listed as "Applicant" will be contacted to answer questions regarding this application, provide additional information when necessary, post public hearing signs, receive a copy of the staff report prior to Public Hearing, and shall be responsible for forwarding all verbal and written communication to the owner.)

**Type of action requested** (check one or more of the actions below which pertain to your request):

- |  |   |
|--|---|
| <input type="checkbox"/> Annexation                  | <input type="checkbox"/> Site Development Plan approval |
| <input checked="" type="checkbox"/> Change of zoning | <input type="checkbox"/> Subdivision                    |
| <input type="checkbox"/> Vacation Rental             | <input type="checkbox"/> Temporary Use, Building, Sign  |
| <input type="checkbox"/> Consolidation Plat          | <input type="checkbox"/> Development in Hazard Zones    |
| <input type="checkbox"/> Historic/AROD Review        | <input type="checkbox"/> Use Subject to Review          |
| <input type="checkbox"/> Lot Line Adjustment         | <input type="checkbox"/> Variance/Waiver                |
| <input type="checkbox"/> Planned Unit Development    | <input type="checkbox"/> Other _____                    |

**Detailed Description of Request:** The southerly 85 ft portion of Block H is zoned Business/Auto. Next to this the middle 85 ft portion is zoned Residential as well as the northerly 170 ft portion of Block H. For ease of selling, I would like to have this southerly 85 ft portion zoned consistently with the rest.

**CERTIFICATION**

As owner of the aforementioned property, I hereby consent to the submission of this application and authorize the applicant to act on my behalf with regard to this application.

Owner Signature: Karen Kathleen Rathmell Date: 12/8/23

I, Karen McDaniel Rathmell, certify that the information and attachments submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owners.

Applicant Signature: Karen McDaniel Rathmell Date: 12/8/23

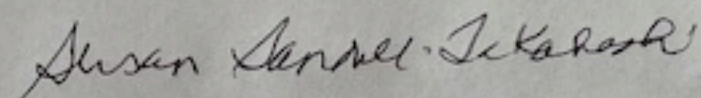
To be filled out by staff:

DATE RECEIVED:		RECEIVED BY:	
FEES PAID:		CASE NO.:	
QUARTER SECTION MAP:		RELATED CASES:	
PRE-APP MEETING DATE:		CASE MANAGER:	

To Whom it may concern,

I, Susan Sandell-Takahashi, authorize Karen Rathmell to rezone the parcels of Block H and vacated 6<sup>th</sup> street in Silverton Colorado that I and my family own from Business/Auto to Residential.

Regards,

A handwritten signature in dark ink, reading "Susan Sandell-Takahashi". The signature is written in a cursive style with a large initial 'S' and a distinct 'T' at the end.

Susan Sandell-Takahashi

1-31-24

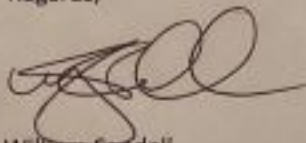
I Michael Sandell authorize Karen Rathmell to rezone the parcels of Block H and Vacant 6<sup>th</sup> Street in Silverton Colo. that I and my family own from Business Pkts to Residential

MMS 2-1-24

To whom it may concern,

I, William Sandell, authorize Keren Rathmell to rezone the parcels of Block H and vacant 6<sup>th</sup> Street in Silverton Colorado the I and my family own from Business/AUT to Residential.

Regards,

A handwritten signature in dark ink, appearing to read 'William Sandell', with a stylized, cursive script.

William Sandell

1-30-2024

Re zoning Block H  
← and vacated 6th street →



## **PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN that the following public hearings will be held to consider a Re-Zoning Application requesting to re-zone the following properties from B-A Business Auto to R-2 Multi-Family, as well as the first reading of the Ordinance 2024-04 An Ordinance Of The Town Of Silverton For An Amendment To The Official Zoning Map Rezoning Properties As Described In Exhibit A From B-A Business Automotive District To R-2 Multiple Family Residential District.

- FRACTIONAL BLOCK H NORTH 130 FT
- FRACTIONAL BLOCK H MIDDLE 85 FT
- FRACTIONAL BLOCK H, SOUTHERLY 85 FT
- VACATED PORTION OF 6TH STREET LYING BETWEEN FRACTIONAL BLOCKS G & H, AND ALSO BOUNDED BY THE NORTHWEST BOUNDARY OF KEYSTONE STREET AND THE NORTHWEST BOUNDARY OF THE TOWN OF SILVERTON, UNDIVIDED 1/4 INTEREST IN

Primary Applicant: Karen Rathmell. The Board of Trustees will hold a public hearing on March 25, 2024, at Town Hall: at 7:00 pm. If the first reading is approved, the Second Reading of Ordinance 2024-04 will be held on April 8, 2024, at Town Hall: at 7:00 pm

NOTICE is further given that all persons may present written/oral testimony regarding the application and ordinance prior to/during the Public Hearing. The application, ordinance, meeting agenda, and virtual meeting instructions are posted on the Town website. Citizen comments may be sent by email, mail, phone, or hand-delivered to: Town Hall, 1360 Greene Street, PO Box 250, Silverton, CO 81433. Contact Community Development Director Lucy Mulvihill (970) 946-9408 ([lmulvihill@silverton.co.us](mailto:lmulvihill@silverton.co.us)) with any questions/comments about this Application.

Published in the Silverton Standard & the Miner: Thursday, March 5, 2024.



## **ORDINANCE NO. 2024-04**

### **AN ORDINANCE OF THE TOWN OF SILVERTON FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP REZONING PROPERTIES AS DESCRIBED IN EXHIBIT A FROM B-A BUSINESS AUTOMOTIVE DISTRICT TO R-2 MULTIPLE FAMILY RESIDENTIAL DISTRICT**

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

**WHEREAS**, the Town of Silverton acting by and through its Town Board of Trustees has the power to regulate land use matters pursuant to Colorado Revised Statutes (C.R.S.) Section 31, Article 23 et seq.; and

**WHEREAS**, the Board of Trustees (“BOT”) of the Town of Silverton (“Town”) are authorized to amend the Town's Zoning Map pursuant to the Town's Municipal Code Section 16-1-10 et seq.; and

**WHEREAS**, a Zoning Map Amendment application (“Application”) has been submitted pursuant to Municipal Code Section 16-1-40, requesting rezoning from B-A Business Automotive District to R-2 Multiple Family Residential District, for certain property located within the Town as described in Exhibit A attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, On February 20, 2024, the Town Planning Commission conducted a public hearing and considered the Application, the testimony of the Applicant and members of the public, and other evidence presented at such hearing and subsequently approved a recommendation for the BOT to Approve 2024-04, amending the official zoning map for the Property changing the zoning from B-A Business Automotive District to R-2 Multiple Family Residential District subject to the conditions of approval, if any, as stated in the report of the Town Community Development Director; and

**WHEREAS**, On February 26, 2024, and March 11, 2024, the BOT has considered the recommendation of the Planning Commission, the report of the Town Community Development Director, the testimony of the Applicant and members of the public, and other evidence presented at such hearing; and

**WHEREAS**, the BOT finds and determines that a rezoning of the Property from B-A Business Automotive District to R-2 Multiple Family Residential District is in the best interests of the Town; and,

**WHEREAS**, the BOT determines that it is the best interests of the Town to amend the Town's Zoning Map by rezoning the Property from B-A Business Automotive District to R-2 Multiple Family Residential District.

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

- 1. Incorporation of Recitals.** The recitals set forth above are incorporated and ordained hereby as if set forth hereafter in full.
- 2. Zoning Approval.** The Application is hereby approved, changing the base zoning classification of the Property from B-A Business Automotive District to R-2 Multiple Family Residential District, subject to the conditions of approval, if any, as stated in the report of the Town Community Development Director.
  - a. Any future development on the property shall require a Use Subject to Review approval since the property is within the Slope Hazard Overlay District.
- 3. Amendment of Zoning Map.** The official zoning map of the Town of Silverton, as amended from time to time, is further amended to designate the base zoning of the Property as R-2 Multi-Family Residential District.
- 4. Public Inspection.** The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.
- 5. Severability.** If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.
- 6. 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 March, 2024.

TOWN OF SILVERTON

By: \_\_\_\_\_  
Shane Fuhrman, Mayor

ATTEST:

\_\_\_\_\_  
Melina Marks Lanis, 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 April, 2024, BY A VOTE OF THIS ORDINANCE AS IS ON FILE IN THE TOWN CLERK'S OFFICE FOR PUBLIC INSPECTION.

TOWN OF SILVERTON

By: \_\_\_\_\_  
Shane Fuhrman, Mayor

ATTEST:

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Fractional block h north 130 ft, Fractional block h middle 85 ft, Fractional block h southerly 85 ft, Vacated portion of 6th street lying between fractional blocks G & H, and also bounded by the northwest boundary of Keystone Street and the northwest boundary of the town of Silverton, undivided 1/4 interest in (Parcels #s: 482918400006, 482918400008, 482918400003, and 4829184000003)



## AGENDA MEMO

SUBJECT: Outdoor Dining Guide Updates  
Resolution 2024-12 A Resolution to establish a bump-out license fee and amend the 2024 Fee Schedule  
STAFF CONTACT: Bevan Harris, Gloria Kaasch-Buerger  
MEETING DATE: April 8, 2024

### Overview:

In 2020 the Town Board approved the use of the town right-of-way to increase a restaurant's capacity for outdoor dining in the midst of the COVID pandemic. This was facilitated through [Emergency Ordinance 2020-04](#) without a sunset date. In 2021, the outdoor dining program, with modification from the state, was continued with the passage of [Emergency Ordinance 2021-01](#) which expired on October 31, 2021. In 2022, the outdoor dining program was continued with the passage of [Ordinance 2022-04](#) (not an emergency) without a sunset date defined. In 2023, the bump out continued under the authority of Ordinance 2022-04.

During the Trustee Retreat on July 20, 2023, evaluating the Outdoor Dining Program was identified as a priority of the BOT. On February 26, 2024, the Personnel and Ordinance Committee reviewed the Outdoor Dining Standards with staff and worked through issues including timing of bump-out placement, streets allowing bump-outs, the town providing barricades, the area in which can be barricaded, and the cost. At that meeting it was recommended that staff keep facilitating the Outdoor Dining Program and update the Outdoor Dining Guide.

Tonight, trustees are being presented with the updated Outdoor Dining Guide for final approval as well as adding the Outdoor Dining Fee to the Fee Schedule through Resolution 2024-12.

### Budget Impact:

Size	Dimensions	# of Barricade	Price per square foot per month	6-month Summer Season Total
2 parking spaces	16'x 24' = 384 sq ft	7-8	\$0.50 per month	\$1,152
3 parking spaces	16' x 32' = 512 sq ft.	12-14	\$0.50 per month	\$1,536

A diagonal parking spot is 19'x 11' = 209sq barricades are 8' long and parking spaces are 16' deep.

### Other municipalities prices:

#### *Telluride*

Parklet Application Fee: \$550

Temporary Summer Parklet Certificate Fee (due after final inspection):

\$20.00 X \_\_\_\_ days of use X \_\_\_\_ Parking Spaces X .85\*

\*is based on 85 percent occupancy of a parking space on a daily basis.

#### *Durango*

Charges a \$6.30 per sq foot. This is a 1-time fee.

They have folks limit their bump-outs (in most cases) to 2 parking spaces (about 30 feet X 9 feet). That ends up with fees ranging from about \$1,500 - \$2,500. The fee covers the bump-out from the program start date (normally around April 1) and lasts until the program end date (normally November 1st).

## **Budget Impact**

This year, the Town of Silverton is working with San Juan Development to apply for grant funding through our Main Streets micro grant program to paint the barricades black with reflectors and install and maintain flowers on the barricades. Please see the attached project proposal for breakdown of costs and project explanation.

Outdoor Dining revenue will be separated out with a new General Ledger code in our budget. There will also be an added line item for outdoor dining improvements in the expenses. The goal of this program is to eventually be able to afford “parklets” such as those that [Mod Street](#) provides or something similar that the Town would purchase and provide storage. An 8’x20’ Mod Street parklet or a 10’x20’ parklet with wood slat inserts for the panels would both be about \$25,500 before shipping and install.

## **Trustee Priority:**

Evaluate the Outdoor Dining Bump-out Program.

## **Master Plan Priority:**

Strengthen our Local Economy: B. Support and Enable Local Businesses and Entrepreneurship (No action item)

## **Attachments:**

- Barricade Beautification Project
- Updated Outdoor Dining Guide
- Resolution 2024-12

## **Suggested Motion or Direction:**

Two Motions are suggested:

1. Motion to approve the changes to the Outdoor Dining Standards
2. Motion to approve Resolution 2024-12 A Resolution to establish a bump-out license fee and amend the 2024 Fee Schedule.



## **Barricade Beautification**

### **San Juan Development & Town of Silverton**

#### *Project Proposal*

The goal of this project is to enhance the visual appeal of business bump-outs in our downtown zone. Previously, businesses used barricades supplied by the Town that are steel grey. In efforts to upgrade the visual attractiveness of the barricades, this project will paint them black and add railing planters.

Barricade Beautification aligns with our strategic priority: Provide technical assistance and resources for businesses to support historic preservation and beautification of properties. While it is not listed on our work plan, it is a result of one of our work-plan goals to conduct a preliminary assessment of potential improvements or opportunities to beautify and add art in the historic core.

The Town of Silverton annually provides barricades to businesses for their bump-outs during the summer season. The Barricade Beautification project aims to enhance the visual appeal of these barricades by painting them black and installing railing planter boxes with flowers facing the street. This project provides resources to businesses at no cost, enabling them to improve their appearance without financial burden. The annual purchase, maintenance, and upkeep of the flowers will be overseen by the Town of Silverton's Parks and Recreation department. Funding obtained through the mini grant will sustain this multi-year beautification initiative, ensuring the continued utilization of the barricades and railing planters for future summers. This effort enhances the town's appeal to visitors and residents alike, contributing to a more welcoming and attractive historic core.

#### **BUDGET AND MATCHING FUNDS**

*Please contact DOLA staff if you believe a match waiver is merited.*

<b>Project Task/Item</b>	<b>Total Cost</b>	<b>DOLA Funds</b>	<b>Local Match</b>
Railing Planters and Mounting Clamps	\$980.16	\$980.16	\$0
Soil & Flowers	\$999.91	\$423.16	\$576.75
Paint	\$326.94	\$326.94	\$0
<b>Totals:</b>	<b>\$2,307.01</b>	<b>\$1,730.26</b>	<b>\$576.75</b>

All flowers, planters, and paint will be purchased through Silverton Hardware and Mercantile. The Parks and Rec / Public Works staff will be responsible for painting the barricades. Parks and Rec will install the planters and plant the flowers.

Once approved by SJDA, a project proposal will be sent to Colorado Main Street for their approval to use the mini-grant funds. This is SJDA's first mini-grant request. After this project, the remaining funds will be \$5,769.74. All funds must be spent by June 2025.

Photos of previous years' barricade set up are on the next page.





Drafted 04/08/24

## Town of Silverton Outdoor Dining Standards Guide

The Town of Silverton is allowing businesses to rent parking spaces for the use of outdoor dining. Originally implemented in response to the COVID 19 pandemic in 2020, the program has been successful in accommodating the guests of Silverton with more dining options.

**The review of liquor license premise modifications will be addressed separately from this document and must be in compliance with all local and state regulations separate from this applicaiton.**

Note: All applicants must hold a current/active business license from the Town of Silverton

### **Program Parameters**

- Barricaded/patio outdoor dining areas are allowed May 1<sup>st</sup>-October 31<sup>st</sup>
- The allowance of barricaded patios/outdoor dining areas in parking spaces.
- Allow outdoor dining and patios with table seating in connection with a permitted restaurant (includes bar or food service establishments), that is accessory to a permitted principal restaurant use.
- Operations are to remain in compliance with State and Local Public Health Agency Orders, including any current public health recommendations if re-implimented.
- The activities and uses of such restaurant/patio extension shall be safely separated from vehicular aisles, parking and travel ways. Adequate access, air circulation and compliance with current State and Local Public Health Orders must be ensured and previously approved by the Code Enforcement Officer.
- All access routes to and from building entrances of a currently permitted restaurant shall be kept clear and accessible for ingress/egress.
- Enforcement and compliance will be the responsibility of the Town Code Enforcement Officer.
- Private Lots:
  - Allowance of patio areas in private lots: A maximum of 33 percent or one-third of existing private lots may be utilized for a restaurant patio extension for a currently permitted restaurant, subject to the written approval of the of the owner of such lot.
  - Private lots to be used for this purpose must be immediately adjacent/attached to a principal use restaurant.

## Guidelines

### GENERAL:

- All operation must comply with State and Local restaurant guidance for operations.
- Business owners are responsible for following any State or Local Public Health Agency Orders imposing occupancy limits.
- It shall be the sole responsibility of the business owner to adequately maintain and furnish a sanitary environment in patio areas/restaurant extensions including frequent general cleaning, trash removal and placement of furniture. The Town will not be responsible for providing seating or tables and all patio spaces must maintain an orderly appearance when not in operation.

### BARRICADES:

- In effort to maintain a uniform appearance, The Town of Silverton will provide metal barricades to business seeking to operate an outdoor restaurant extension/patio area in parking spaces adjacent to their business following issuance of an approved outdoor dining liscense.
- Town issued barricades will be provided on a first come first served basis, if all Town owned barricades are in use it will be the responsibility of the business owner to obtain approval from the Code Enforcement Officer for a suitable alternative.
- Town will provide and maintain flower boxes with flowers for the barricades.
- Barricades and outdoor dining areas may be utilized only during authorized time periods in compliance with the adopted Town ordinance.
- Barricades placed annually prior to May 31 will be the responsibility of the business owner to remove at the request of the Town with 48 hours notice to accommodate for street cleaning, line painting and other seasonal maintenance facilitated by the Silverton Fire Department and Silverton Public Works. Failure to comply with such requests may result in revocation of outdoor dining program participation or fines.
- The Town of Silverton will aid business owners who are physically unable to move barricades with removal processes and storage with 24 hours notice.
- Barricade storage will be made available to all business owners behind the Quonset hut in the public works yard. Barricades shall be kept and dropped off in a neat and orderly manner. Failure to do so may result in revocation of outdoor dining program participation or fines.
- Barraicade patio areas shall be limited to 512 square feet or three parking spaces and must be at the frontage or side street with the business's physical location.
- **Under no circumstances may this usage encroach into the sidewalk's walkway:** For all outdoor restaurant activity, operations may not block sidewalks, ADA parking, drive aisles, emergency access, fire hydrants or right-of-way; and may not create tripping hazards (e.g. with extension cords).

#### HOURS OF OPERATION:

- Hours of Operation: Patio/outdoor dining extensions authorized under this ordinance may operate from 7 a.m. – 10:00 p.m.

#### ALLOWED IN THE BARRICADED AREA:

- Temporary tents shall be permitted: Tents must be weighted down; 40lbs per leg for 10x10 tents and more for larger tents.
- Lighting of a temporary nature may be permitted in connection with a patio extension, subject to compliance with electrical code and code enforcement.
- No Entertainment/Standing Areas: Temporary patio extensions authorized under this ordinance shall only be used for sit-down dining or curbside service (pick-up/delivery). Temporary patio extensions shall not be used for "standing areas," "yard games," or "entertainment," including but not limited to live entertainment, amplified sound or entertainment such as music over speakers, movies, sports broadcasts, or loudspeaker call systems. **If alcohol is to be permitted/served in these areas a separate liquor license premise modification may be necessary. Please check in with the local liquor license authority.**

#### RATES:

Size	Dimensions	# of Barricade	Price per square foot per month	6 month Summer Season Total
2 parking spaces	16'x 24' = 384 sq ft	7-8	\$0.50 per month	\$1,152
3 parking spaces	16' x 32' = 512 sq ft.	12-14	\$0.50 per month	\$1,536

#### Required Approvals and Permits

- Restaurants shall apply for a outdoor dining use permit from the Town of Silverton. Restaurants shall be responsible for obtaining all Town approvals required by Planning/Building/Code Enforcement, as well as any relevant Public Health Agency requirements. Restaurants must pay the fee prior to receiving their barricades.
- Applicants will be required to submit proof of insurance listing the "Town of Silverton" as additionally insured as defined in Ordinance 2022-01.
- Please note, the holder of a temporary use permit which authorizes the licensee to go upon public property shall indemnify and hold harmless the Town, its officers, employees and agents against any and all claims arising from any occurrence occasioned by the permitted use.

## Enforcement/Penalties

**1<sup>st</sup> Warning:** Verbal or written warning

**2<sup>nd</sup> Warning/Offense:** Written warning and may result in 24-hour suspension of use permit at the discretion of Code Enforcement Officer

**3<sup>rd</sup> Offense:** Revocation of temporary use permit for remainder of calendar year and potential fine as described by ordinance.

## 2024 Outdoor Dining Application

Name of Business: \_\_\_\_\_

Business Owner Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

How many parking spaces? (circle)      2 (384 sq ft)    3 (512 sq ft)

Requested date to start the bumpout: \_\_\_\_\_

Requested date to end the bumpout: \_\_\_\_\_

(\_\_\_\_\_ Sq. Foot X \$0.50) X \_\_\_\_\_ Months = TOTAL FEE: \_\_\_\_\_

\*Monthly leasing of the parking space only. No prorated rates.

Has your establishment previously participated in Silverton Outdoor Dining Programs? Yes / No

Please provide the following information in addition to this form to the Town Clerk:

- ☐ Copy of valid 2024 business license
- ☐ Proof of insurance naming the Town of Silverton as additionally insured
- ☐ Map (hand drawn or google map overlay) of the premise and proposed dining area. The map should be on 8 1/2 x 11 paper and include dimensions of the area, reflect table sizes, distance between tables, and any service stations.
- ☐ Payment of Fee

**Please Note: Any modification to liquor license permits will be reviewed separate from this document by state and local liquor license authorities and require separate application.**

For Code Enforcement Officer Use Only

Application Received: \_\_\_\_\_

Barricades Placed on: \_\_\_\_\_

Payment of: \_\_\_\_\_

Barricades Returned on: \_\_\_\_\_



## RESOLUTION NO. 2024-10

### A RESOLUTION OF THE TOWN OF SILVERTON TO ESTABLISH A BUMP-OUT LICENSE FEE AND AMEND THE 2024 FEE SCHEDULE

**WHEREAS**, the Town of Silverton, Colorado (“Town”) is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

**WHEREAS**, the Town Fee Schedule consolidates and sets forth those fees required for various municipal functions performed by the Town government; and

**WHEREAS**, the Fee Schedule provides the various fees required by the Town in order to process fees for administrative and other related functions; and

**WHEREAS**, the Town allows outdoor dining in parking spaces in accordance with Ordinance 2022-04; and

**WHEREAS**, the Town leases the parking spaces for outdoor dining to the benefit of participating restaurants, the community, and visitors of the Town; and

**WHEREAS**, the Town finds it necessary and beneficial for restaurants, the community, and visitors of the Town to provide outdoor dining in accordance with Ordinance 2022-04.

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

- I. Establishment of Fee. The Town of Silverton hereby establishes the following fees for outdoor dining bump-out permits as outlined in the Silverton Outdoor Dining Guide under Ordinance 2022-01:

Size	Dimensions	# of Barricade	Price per square foot per month	6-month Summer Season Total
2 parking spaces	16’x 24’ = 384 sq ft	7-8	\$0.50 per month	\$1,152
3 parking spaces	16’ x 32’ = 512 sq ft.	12-14	\$0.50 per month	\$1,536

- II. Resolution Approval. The Amendments to the Fee Schedule as outlined herein are hereby approved.

- III. Severability. If any portion of this Resolution is found to be void or ineffective, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.

IV. Effective Date. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION was approved and adopted the 8th day of April 2024, by the Board of Trustees of the Town of Silverton, Colorado.

TOWN OF SILVERTON

By: \_\_\_\_\_  
Shane Fuhrman, Mayor

ATTEST:

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

	BUILDING COMMUNITY TRUST AND IMPROVING GOVERNANCE					
	STRATEGY A: Advocate for Community Integration of all Residents/Relationship Building					
#	ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
1	Integrate the Latino and other diverse community members more holistically with the greater Silverton community.	Ongoing	Administration	N/A	NO UPDATE	
2	Acknowledge and incorporate Ute and Hispanic heritage and current collaboration as Silverton grows.	Ongoing	Administration	N/A	NO UPDATE	
3	Curate and promote events and programming that showcase Southern Colorado’s Native American and Hispanic heritage.	Ongoing	Communications & Events, Creative District	Private donors	ONGOING	SCD hired Native American and Latinx musical artists for Summer Sounds and Anesi Park Grand Opening in 2023. Efforts continue in 2024.
4	Ensure that public art is reflective of Silverton’s native culture and has multi-cultural appeal.	Ongoing	Planning, Communications & Events	N/A	NO UPDATE	
	STRATEGY B: Enhance Collaboration between San Juan County and the Town of Silverton					
#	ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
1	Convene and facilitate community-wide discussions to seek input and build consensus on important or controversial issues to ensure that all sides and perspectives have an opportunity to be heard and understood.	Short, initiation: ongoing	Administrator, Communications & Events, San Juan County	N/A	ONGOING	2023 Fall Budget Presentation, 2024 Spring Welcome Back Info Night, 2024 Fall Master Plan Update
	STRATEGY C: Market/Educate The Community About Volunteering Opportunities With Town, County, Land Management Agencies, and Interest Groups					
#	ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES

BUILDING COMMUNITY TRUST AND IMPROVING GOVERNANCE						
1	Work with Silverton Strong, which is working to promote locals-focused activities, events, and projects to “connect youth, seniors, old-timers, newcomers, and everyone in between.”	Short, initiation: ongoing	Communications & Events	N/A	ONGOING	Snowscapes and 4th of July
2	Support/expand opportunities for residents to volunteer in local projects, programs, activities.	Ongoing	Communications & Events, Silverton Strong, The Silverton Community	N/A	NO UPDATE	
3	Create a “welcome wagon” for new residents.	Mid	Communications & Events, Silverton Strong, Chamber	Private donors, volunteers	NOT STARTED	
STRATEGY D: Plan and Host Events Targeting Locals						
#	ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
1	Recreate/rejuvenate local activities that have worked well in the past such as SnowScape, town game nights, regular potlucks, Hardrocker Holidays, Fire Pit Fridays, Skijoring, White Out, Hard Rock 100, Brass Band Festival, and story-telling/ discussion sessions.	Ongoing/ Short	Communications & Events, Silverton Strong, Creative District	Private donors	ONGOING	Snowscapes, Hardrockers, Skijoring, Hard Rock 100, Brass Band Festival, and Library Events SCD resurrected the Silverton Arts Festival in 2022 and continues to evolve/expand the event (now known as Silverton Creates). Other SCD programming is also targeted to locals (Summer Sounds, Mistletoe Market, Creatives Roundtable, First Friday)
STRATEGY E: Town Capacity and Governance						
#	ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
1	Continue the pursuit to hire additional staff to support the implementation of the Master Plan recommendations.	Short	Administrator	N/A	ONGOING	Housing Coordinator Position Created, Hired Community Planning Strategies, Hired Public Works Administrative Coordinator to help with Infrastructure Improvements
2	Create system processes for passing along institutional knowledge in anticipation of staff retiring or seeking other employment.	Short	Town Staff	N/A	ONGOING	Succession Planning and Standard Operating Procedures
3	Ensure that the budgeting process promotes Town expenditures and investments that reflect community priorities, including those set forth in this Master Plan.	Short	Administrator	N/A	ONGOING	Purchase of ClearGov software for more transparent budget process

	BUILDING COMMUNITY TRUST AND IMPROVING GOVERNANCE					
4	Ensure that the Town’s budget adequately covers the costs of public services that are provided by the Town. Proactively plan to ensure that adequate funding can be maintained over the long-term and can keep pace with future cost increases.	Short	Administrator	N/A	ONGOING	Purchase of ClearGov software for more transparent budget process
5	Creating a CIP will better assist Town Staff with the ability to manage the financial needs for long-term maintenance of existing parks, trails, open spaces, and facilities.	Short	Administrator	N/A	ONGOING	Purchase of ClearGov software with Capital Improvements module. Parks Capital Improvement Fund created. Evaluating Water and Sewer Funds for 2024.

ECONOMY					
STRATEGY A: Expand Winter and Shoulder Seasons to Enhance Year Round Economy					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Solidify the community's vision for Kendall Mountain and the base area by initiating priority projects with broad support. Key attributes for this vision are: small scale, family oriented, affordable, independent/municipality owned, and limited/minimal base area residential and/or commercial development.	Planning- Short; Implementation - Long	Parks & Facilities	<a href="#">GOCO, CO State Outdoor Recreation Grant</a>	IN PROGRESS	Ski expansion is on hold until the current R&PP with the BLM is complete. The other projects identified in the preliminary Kendall Master Planning are being explored and prioritized. Implementation Strategy adopted by Town Board in Spring 2023.
a. Utilize the 2022 DHM Kendall conceptual design and continue to move forward with a modest ski area expansion, including new lifts, trails, and expanded terrain.				ON HOLD	
b. As of 2022, a few independent and/or municipality owned and operated ski areas in Colorado that have similar attributes include: Howelsen Hill, Ski Cooper, Monarch, Powderhorn, and Sunlight.				ON HOLD	
Expand promotion of Silverton as a multi-sport fall, winter, and spring recreation destination which includes: skate skiing, fat biking, dog sledding, snowmobiling, backcountry skiing, snowshoeing, hiking, mountain biking, foraging, mountaineering, ultra running and other outdoor recreational activities.	Mid	Communications & Events, Chamber, Silverton Singletrack Society	<a href="#">San Juan County Tourism Board, GOCO, outdoor retailers/ manufacturers / Private Foundations, CO State Outdoor Recreation Grant</a>	IN PROGRESS	Bakers Park has built 3 miles of trails so far. Continue to support multi-sport events.
Continue to support Silverton Singletrack Society with Baker's Park mountain bike and hiking trail development.	Short	Parks & Facilities, Silverton Singletrack Society	<a href="#">GOCO, CO State Outdoor Recreation Grant</a>	IN PROGRESS	Town continues to allocate funding for Bakers Park.
Create a winter sports campus and pursue recreation based economic generators such as: an ice rink, Nordic ski trail extension and facilities, sledding/tubing hill and facilities, indoor rock climbing gym and the promotion of Silverton being a flying sports/paragliding destination and great for spring, summer, and fall mountain biking.	Mid	Parks & Facilities, Silverton Singletrack Society	<a href="#">Town, partner with outdoor retailers/ manufacturers, CO State Outdoor Recreation Grant, CO Tourism Recovery Marketing Grant</a>	ON HOLD	With staff leadership transition in November 2023, this project is being researched.

ECONOMY					
Support Mountain Studies Institute (MSI) and others' efforts to expand opportunities for outdoor education, mountain/geological research, avalanche and mountaineering education, wildflower tours.	Mid	Parks & Facilities, Planning, Communications & Events	DOLA REDI Grant, MSI fundraising	IN PROGRESS	MSI and other organizations have been supported through Non-Profit Budget Requests in 2024.
Streamline the event permitting process to make it easier for events listed above.	Short	Chamber, San Juan Development Assoc. (SJDA)	<a href="#">OEDIT Grant Programs</a>	IN PROGRESS	Adopted the special events guide in May 2023. New online system in place.
Create new activities in winter and shoulder seasons.	Planning, Short; Implementation, Long	Creative District, Silverton Singletrack Society	<a href="#">Private sector partners (outdoor retailers/manufacturers, Silverton Mountain, OEDIT Grant Programs</a>	ONGOING	SCD has facilitated bringing Mountainfilm on Tour to Silverton the past 2 years by serving as a fiscal agent
a. Collaborate with Silverton Creative District to encourage and promote events, activities, and strategies that strengthen the creative sector.				IN PROGRESS	Contract with the Silverton Creative District for Summer Sounds and the Dedication Ceremony for Anesi Park. Town funding support SCD general operations and programming which includes special events like First Friday Art Walks, Summer Sounds, Silverton Creates! Arts Festival and Mistletoe Market, as well as SCD's destination marketing, creative placemaking and business support efforts.
b. Promote volunteer trail clean up/maintenance as a tourist attraction but also as a community building event.				IN PROGRESS	Town-wide cleanup in May 2023.
c. Shoulder season garage & gear sales.				NO UPDATE	
STRATEGY B: Support and Enable Local Businesses and Entrepreneurship					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Continue Chamber efforts to promote Silverton to businesses that align with the community's values.	Short	Chamber, San Juan Development Assoc. (SJDA)	<a href="#">OEDIT Grant Programs</a>	NO UPDATE	
Help local businesses connect to resources available to support small businesses such as assisting with site locations, information on the town process, etc.	Short	Chamber, Planning, SJDA, Region 9	<a href="#">OEDIT, USDA Rural Cooperative Development Grant Program, USDA Rural Economic Development Loan &amp; Grant Program, USDA Rural Microentrepreneur Assistance Program</a>	IN PROGRESS	SJDA Business Summit is planned for May 1st 2024

ECONOMY					
Identify and create new incubator spaces to promote local entrepreneurship.	Short	Planning, SJDA, Chamber	<a href="#">EDA Economic Adjustment Assistance Strategy and Implementation Grants</a>	NOT STARTED	
Make it easier and more predictable for businesses that are seeking sites to move through the permitting processes by providing a packet with a checklist for new business owners.	Short	Planning, SJDA	<a href="#">DOLA Rural Economic Development Initiative (REDI)</a>	ONGOING	SJDA Business Summit is planned for May 1st 2024
Ensure local land use policies and processes are fair and predictable and make it possible to start or expand businesses that fit in Silverton.	Short	Planning, SJDA	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
STRATEGY C: Support Creative Industries, Small Business, and other Entrepreneurial Efforts					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Limit regulation of uses and building types to provide flexibility for home/building reuse and creative spaces in neighborhoods such as:	Ongoing	Planning	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
a. Clearly define allowable commercial uses in zoning districts to ensure suitable businesses are allowed in the Neighborhood Mixed Use district.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
b. Relax change of use regulations (see sidebar on previous pages defining creative industry space and light manufacturing.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Encourage the creation and retention of light manufacturing and creative employment spaces, or building sites that meet the needs of existing local businesses to grow or expand.	Short	Planning, Chamber, SJDA, San Juan County, Creative District	<a href="#">OEDIT Colorado Community Revitalization Grant, SBDC</a>	NO UPDATE	

ECONOMY					
a. Collaborate with Silverton Creative District to encourage and promote events, activities, and strategies that strengthen the creative sector.				ONGOING	Town has partnered with the Creative District with Summer Sounds and the Anesi Park Dedication.
Work with Region 9 and SJDA to support and assist creative businesses that fit Silverton’s economic vision such as a new business mentorship program and business networking opportunities.	Short	Town, SJDA, Region 9	<a href="#">OEDIT Colorado Community Revitalization Grant</a> , SBDC	NO UPDATE	

ENVIRONMENT & NATURAL ASSETS					
STRATEGY A: Assess and Map Current Conditions					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Collect and analyze data on current conditions: high usage areas, existing facilities/assets, land ownership, ecologically sensitive areas, critical habitat / corridors, etc.	Short to Mid	San Juan Ecological Working Group	<a href="#">NFF Matching Awards Program, Colorado Healthy Rivers Fund (CHRF)</a> (applied in March 2022, awarded 8/2022)	NO UPDATE	
Clearly define public/private land ownership boundaries with an option to integrate digital mapping/geofencing in the backcountry as an educational tool.	Mid	Planning, County, BLM, USFS	<a href="#">NFF Matching Awards Program, Colorado Healthy Rivers Fund (CHRF)</a> (applied in March 2022, awarded 8/2022)	NO UPDATE	
Regional collaboration between agencies/ organizations to compile all GIS data in one neutral and easily accessible place.	Ongoing	San Juan Ecological Working Group	<a href="#">Colorado Healthy Rivers Fund (CHRF)</a> (applied in March 2022, awarded 8/2022)	NO UPDATE	
STRATEGY B: Create the Capacity & Foundation for Collaborative Conservation and Long Term Management					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Using assessment findings, bring together key partners (BLM, USFS, Town, County, advocacy groups, private landowners, recreation businesses, etc.) to develop a plan to guide collaboration on management and conservation efforts. See EPA Planning Assistance Program	Ongoing	San Juan Ecological Working Group, BLM, USFS, San Juan County	<a href="#">NFF Matching Awards Program, EPA Planning Assistance, CHRF grant</a> program (applied in March 2022, awarded 8/2022)	NO UPDATE	
Establish/strengthen ongoing collaboration and communication between key agencies & stakeholders for better resource sharing, shared messaging and branding. For example, the federal agencies should meet with the town as well as the county.	Ongoing	Parks & Facilities, San Juan County, BLM, USFS, San Juan County Ecological Working Group, EDA High Alpine Communities	N/A	ONGOING	BLM participated in the Spring Community Information Night and met with Trustees in June 2023
Determine & fill the need for staff (town/county or contractors) to provide capacity/management.	Short	Administrator, San Juan County	<a href="#">Colorado State Outdoor Recreation Grant Program</a>	NO UPDATE	

ENVIRONMENT & NATURAL ASSETS					
Create systems for ongoing planning, monitoring and management.	Mid	Parks & Facilities, San Juan County, BLM, USFS	<a href="#">Colorado State Outdoor Recreation Grant Program</a> , <a href="#">CPW Non Motorized Trail Grant</a>	NO UPDATE	
The Town and County should pursue and prioritize the most viable easements for uninterrupted trail access.	Long	Parks & Facilities, San Juan County, Silverton Singletrack Society	<a href="#">GOCO</a> , <a href="#">CPW Land and Water Conservation Fund</a> , <a href="#">US DOT Recreational Trails Program</a>	IN PROGRESS	Engineer Mountain Inc. has been contracted to identify the trail alignment
Building off the 2006 Animas River Corridor Revitalization Plan, work with stakeholders/partners to establish vision/strategy for protection, management, and use of the Animas River corridor while respecting wildlife habitat.	Ongoing	Parks & Facilities, San Juan County, private property owners adjacent to river	<a href="#">CPW Land and Water Conservation Fund</a> , <a href="#">GOCO</a> , <a href="#">National Fish and Wildlife Acres for America</a>	IN PROGRESS	Brownfield Grant Funding addresses river corridor and community prioritized Perimeter Trail.
See actions for Kendall Mountain in Economy Strategy 1A	Planning, Short; Implementation, Long	Parks & Facilities	<a href="#">GOCO</a> , <a href="#">CO State Outdoor Recreation Grant</a>	ON HOLD	
STRATEGY C: Build Sustainable Outdoor Recreation Management					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Identify strategic trail access points and appropriately develop trailhead amenities such as parking, restrooms, wayfinding signage (see Silverton Wayfinding Plan) particularly with a focus on trails that have all the proper easements i.e. Rainbow Trail	Mid to Long	Parks & Facilities, San Juan County, BLM, USFS, San Juan Ecological Working Group	<a href="#">GOCO</a> , <a href="#">NFF Matching Awards Program</a> , <a href="#">US DOT Recreational Trails Program</a> & <a href="#">Colorado Federal Lands Access Program</a> , <a href="#">Colorado State Outdoor Recreation Grant Program</a> , Private sponsors, “adopt-a-trail” program	NO UPDATE	
Develop a comprehensive recreation map and partner with existing BLM/USFS signage programs to create consistent signage that specifies allowed uses for areas and trails.	Mid to Long	Parks & Facilities, San Juan County, BLM, USFS, Silverton Singletrack Society	<a href="#">BLM</a> , <a href="#">USFS</a> , <a href="#">NFF Matching Awards Program</a> , <a href="#">NPS Technical Assistance Program</a> , <a href="#">Colorado State Outdoor Recreation Grant Program</a> , <a href="#">San Juan County</a>	NO UPDATE	

ENVIRONMENT & NATURAL ASSETS					
Create educational opportunities and signage for backcountry users focused on new/inexperienced users.	Mid to Long	BLM, USFS, User groups, Silverton School	<a href="#">San Juan Mountains Association (SJMA) &amp; MSI Alpine Ranger Program. (BLM, USFS)</a> <a href="#">Private sponsors “adopt-a-trail”, NFF Matching Awards Program</a>	NO UPDATE	
a. Partner with Silverton School art program to design and create educational signs.				NO UPDATE	
Implement public/private motorized recreational vehicle staging areas/parking lots on both sides of town with restrooms, route information, rules, etc.	Short	Planning, Public Works, San Juan County, private entities	<a href="#">US DOT Recreational Trails Program, GOCO, private OHV companies, restaurant/ hotels, etc.</a>	NO UPDATE	
Build on the communication materials provided by the Chamber of Commerce and the San Juan Mountain Association (San Juan Stewardship Project) to market the diversity of assets to all visitors to help reduce the impacts of the natural assets.	Ongoing	Communications & Events, Chamber of Commerce	San Juan County Tourism Board, SJMA & MSI via GOCO grant	ONGOING	New Signs at entrance of Town that Chamber installed with Tourism Fund grant.
Explore opportunities with the USFS and BLM to expand private campgrounds through concessions and create a long term strategy to enable directing campers to available capacity by establishing designated dispersed camping.	Mid to Long	Parks & Facilities, San Juan County, BLM, USFS	N/A	NO UPDATE	
STRATEGY D: Address Sustainability and Resiliency					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Conduct an energy assessment to better understand the availability of renewable energy sources (geothermal, micro and pumped hydro, solar). Update the existing 2010 EPA Wasterock Ponds Solar Assessment.	Short	Public Works	<a href="#">San Miguel Power, Colorado Brownfields Revolving Loan Fund, DOLA Community Development Block Grant (CDBG)</a>	IN PROGRESS	Part of the Energize Rural Community Prize the Town, County, and SMPA received.
a. Potential locations include: Mayflower Gold Mill, Boulder Gulch, Wasterock Ponds				NO UPDATE	

ENVIRONMENT & NATURAL ASSETS					
b. See: EPA Renewable and Alternative Energy at Superfund Sites, EPA RE-Powering America's Land				NO UPDATE	
c. See: Abandoned Mine Lands: Revitalization and Reuse				NO UPDATE	
Create redundancy in power by creating more than one connection to San Miguel Power supply and by harvesting Silverton's own renewable energy within the Caldera.	Long	Public Works,, San Miguel Power	Tri-State Generation and Transmission Association (Tri-State)	IN PROGRESS	SMPA is working on the redundancy line from Ouray. SMPA has also submitted a grant for a solar microgrid in Silverton.
Create incentives for local businesses and residents for moving to renewable energy.	Short to Long	Public Works with San Miguel Power	San Miguel Power, San Juan County	IN PROGRESS	Part of the Energize Rural Community Prize the Town, County, and SMPA received.
Better market and utilize existing energy efficiency programs and expand education on the ease of upgrading, including home heating and energy retrofits.	Short to Mid	Public Works, Communications & Events	<a href="#">San Miguel Power energy audits</a> , <a href="#">Town of Ridgway and Ouray</a> , <a href="#">Colorado's Affordable Residential Energy Program (CARE)</a>	IN PROGRESS	Part of the Energize Rural Community Prize the Town, County, and SMPA received.
a. Create educational opportunities around existing new or retrofitted Silverton homes that are fully electric.				IN PROGRESS	Part of the Energize Rural Community Prize the Town, County, and SMPA received.

HOUSING					
STRATEGY A: Build The Capacity to Create and Preserve Affordable Housing					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Create the infrastructure to accommodate a Regional Housing Authority or similar non-profit entity to provide capacity and leadership on housing with the ability to:	Short	Administrator, Planning, Building & Code Enforcement, San Juan County	<a href="#">DOLA Affordable Housing Development Incentives Grant Program</a>	IN PROGRESS	Town Created a Housing Authority in Fall 2023
a. Manage housing programs and activities (including deed restrictions).				IN PROGRESS	Town is working with SJDA to facilitate a housing program.
b. Provide expertise and leadership on housing.				IN PROGRESS	The Town and SJDA are working on creating a comprehensive housing program.
c. Assist and lead partnerships for local development opportunities.				IN PROGRESS	Housing Authority Director is currently exploring this through a strategic planning session facilitated by Community Builders.
STRATEGY B: Build The Resources to Create and Preserve Affordable Housing					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Establish sufficient and reliable funding to invest in local housing projects and activities:	Short to Mid	Administrator, Planning, San Juan County, SJDA	<a href="#">DOLA Affordable Housing Development Incentives Grant Program</a> , public private partnerships (with developers), lodging/STR tax, development impact fees	IN PROGRESS	Voters approved a portion of the lodging tax to be allocated to affordable housing in 2022. Grant funded Housing Authority Director/ Housing Coordinator
a. Acquisition or preservation, incentives, staff capacity, down payment support, etc.				IN PROGRESS	SJDA and the Town of Silverton has hired a Community Projects Coordinator and started a Municipal Housing Authority
b. Continue to pursue grant funding to support affordable housing projects and investments.				IN PROGRESS	Administering IHOI Grant, Brownfields, EAIF More Housing Now, Local Planning Capacity, CHFA SHIP TA, and are actively pursuing funding.
Continue discussions with San Juan County on the funding benefits of creating a Joint Regional Housing Authority such as:	Short	Administrator, Planning, San Juan County	N/A	ON HOLD	Starting with a Municipal Housing Authority

HOUSING					
a. Attain funding and resources.					
b. Assist with loan guarantees by working with public and private organizations such as the county and major employers.					
STRATEGY C: Establish Programs to Create and Preserve Long-term Affordable Housing					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Preserve existing affordable housing by creating long term/permanent deed restrictions.	Short	Administrator, Building & Code Enforcement	<a href="#">DOLA Affordable Housing Development Incentives Grant</a>	NOT STARTED	This had been done in the past and is planned for future development.
Empower and incentivize investors and/or developers to provide affordable/workforce housing.	Short	Administrator, developers, builders	<a href="#">DOLA Affordable Housing Development Incentives Grant</a>	NO UPDATE	Affordable Housing Definition and exemptions in the Pass-Through Policy was created in April 2023
Become more active in the existing Housing Solutions for the Southwest Weatherization program that provides a low interest loan program to rehabilitate properties for workforce/attainable housing.	Short	Administrator	<a href="#">DOLA Single-family Owner-Occupied Rehabilitation</a>	IN PROGRESS	Silverton Housing Authority will have a compiled list of resources on the website.
Provide education and assistance to potential homebuyers to help them obtain loans such as classes through HomeFunds organization in Durango.	Short	Administrator	CHFA, DOLA, HomesFund	IN PROGRESS	SJDA coordinated a first time homeowners class in winter 2023
STRATEGY D: Address Code and Policy Barriers to Encourage Housing Choices and Affordability					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Reduce/consolidate zoning districts from 7 to 5 to create more flexibility to expand housing types throughout town.	Short	Planning	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Update dimensional standards and parking requirements to allow diverse housing options.	Short	Planning	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
a. Reduce setbacks.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.

HOUSING					
b. Reduce parking requirements for small-scale infill projects.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
c. Reduce minimum lot areas and floor area.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
d. Reduce lot coverage percentages.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
e. Increased height limits.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
f. Enact maximum lot size for single family homes.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Ensure plans identify areas best suited for expanding housing opportunities.	Mid	Planning	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Ensure desired housing types are designated “use by right” in desired areas.	Short	Planning	N/A	IN PROGRESS	ADUs are a use by right in every zone as of May 2023.
Reduced or waived fees for developments that include significant deed restricted housing.	Short	Planning, Building & Code Enforcement	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
a. Assess development charges based on square footage rather than per-unit basis.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Fast track development review for workforce and affordable housing projects. Options include:	Short	Planning, Building & Code Enforcement	<a href="#">DOLA Affordable Housing Development Incentives Grant</a> (for preparation of the <a href="#">pattern book</a> )	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
a. Create a clear process checklist.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
b. Reduce process requirements for “use by right” projects.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
c. Create a pattern book of pre-approved housing prototypes, i.e. du, tri, quad plex, ADUs, etc.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
d. Create an ADU guide for homeowners.				NOT STARTED	
Develop resources and/or partnerships to be able to offer incentives / funding for energy efficiency upgrades in local homes.	Mid	Planning, Public Works	<a href="#">San Miguel Power</a>	IN PROGRESS	Part of the Rural Community Prize Grant that SMPA, the Town, and County received in July
a. Create a clear process checklist.				ONGOING	Internal Checklists have been established, a comprehensive public checklist will be part of the code rewrite.
STRATEGY E: Identify Potential Locations For Affordable Housing					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Update list of publicly-owned properties that have potential to add new housing capacity.	Short	Planning, Building & Code Enforcement, CDOT	<a href="#">DOLA Affordable Housing Development Incentives Grant Program</a>	IN PROGRESS	
Identify privately owned property that has potential to add new housing capacity, whether lots are empty or have vacant homes, and partner with the property owners to develop affordable housing.	Mid, Implementation: Long	Planning, Building & Code Enforcement,	<a href="#">DOLA Affordable Housing Development Incentives Grant Program</a>	NO UPDATE	Town is starting with a Buildout Analysis

HOUSING					
Provide financial incentives to second home owners to rent their homes, or portion of their home, to the local workforce (seasonally or year round) to materially decrease the current vacancy rate of approximately 40%.	Short	Administrator, Building & Code Enforcement	<a href="#">DOLA Affordable Housing Development Incentives Grant Program</a>	NOT STARTED	
Use annexations to expand workforce housing (i.e. Anvil & Boulder Gulch/Hwy 110 Cement Crk, Howardsville).	Long	Administrator, Planning, San Juan County	N/A	IN PROGRESS	Town and County completed Annexation of Anvil March 2024

IMPROVE OUR EXISTING INFRASTRUCTURE					
Strategy A: Invest in Maintenance and Upgrades of Existing and New Utility Infrastructure					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Implement Wastewater System Rehabilitation Project (new treatment plant and collection)	Planning: Short Implementation: Long	Public Works, Planning	<a href="#">DOLA, development fees, USDA Water &amp; Waste Disposal Loan, EDA Economic Adjustment Assistance Strategy and Implementation Grants, EDA Public Works Grant</a>	IN PROGRESS	Received USDA Grant \$2,764,000 and Loan \$2,165,000 to repair and replace the sewer collection system. Construction will take place in 2024/25. Received Planning Funds through CDPHE for the design and scale of the WWTP, this should be complete by 2025.
Improve/maintain the town's water supply infrastructure and assess longevity of accessing water table via town operated wells to address long term water security.	Mid	Public Works	<a href="#">EDA Public Works Grant, USDA Water &amp; Waste Disposal Loan</a>	IN PROGRESS	Completing Buildout Analysis with CPS in summer 2024.
Expand electrification of the existing grid.	Mid to Long	Public Works, SWCCOG, Current Providers	Tri State	IN PROGRESS	Town of Silverton, San Juan County and SMPA received a prize in the amount of \$100,000 to start planning for a microgrid and solar.
Implement Broadband improvements to include improved speed, reliability, and redundancy.	Short to Mid	Public Works, SWCCOG, Current Providers	<a href="#">DOLA grants, USDA Community Connect Grants, USDA Telecommunications Infrastructure Loans</a>	ON HOLD	Region 9 applied for funding in the spring of 2023 and was denied. Currently exploring alternate funding options.
Strategy B: Place-Based Investments to Strengthen/Create Local Assets					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Design and implement a community, recreation, indoor/outdoor theater/music venue and performing arts center.	Long	Planning, Parks & Facilities, Creative District	<a href="#">OEDIT CO Comm. Revitalization Grant, USDA Intermediary Relending Program, USDA Community Facilities Direct Loan &amp; Grant, DOLA, GOCO</a>	ON HOLD	Anesi Park was completed in September 2023 and can help serve this purpose until future visioning is needed.
Provide park, pocket parks, and trail improvements, relocation/rebuilding skate park. Include public restrooms, trailhead parking, wayfinding/directional signage, etc.	Short	Parks & Facilities	<a href="#">GOCO</a>	IN PROGRESS	2023 we are aligning the river trail and perimeter trail. Anesi Park Restrooms were completed in 2023. Working with Chamber to recruit an artist and funding for Entrance Monuments to town.

IMPROVE OUR EXISTING INFRASTRUCTURE					
Improve town pedestrian and bicycle infrastructure to create uninterrupted connectivity throughout town including:	Short to Mid	Public Works, Planning, Parks & Facilities	<a href="#">GOCO</a> , DOLA, CDOT, <a href="#">Highway Safety Improvement Program (HSIP)</a> , <a href="#">Safe Routes to School (SRTS)</a>		
a. Improved sidewalks throughout town				NOT STARTED	
b. Implement 2020 Blair Street Sidewalk Improvements				IN PROGRESS	\$554,703 CDOT funding acquired and using to match entire project. Seeking additional funds.
c. Bicycle connections				IN PROGRESS	Beginning work on Perimeter and River Trail, supported Bakers Park
d. Wayfinding signage				NOT STARTED	
e. Pedestrian scale lighting				NOT STARTED	
Gateway improvements on both ends of Greene Street. (Greene St./Highway 550 and Greene St./18th St.).	Mid	Public Works, Parks & Facilities	<a href="#">GOCO</a> , <a href="#">San Juan County Tourism Board</a>	IN PROGRESS	Working with Chamber to recruit an artist and funding for Entrance Monuments to town.
Implement Kendall Mtn. Rec. Area Master Plan improvements that may include:	Short to Long	Parks & Facilities, Public Works	<a href="#">GOCO</a> , <a href="#">private donors</a> , <a href="#">general fund</a> , <a href="#">Silverton Singletrack Society</a>	ON HOLD	With staff leadership transition in November 2023, this project is being researched.
a. Alpine skiing expansion potential				ON HOLD	Town will need to wait until the BLM transfers over the R&PP land before requesting additional land for ski expansion.
b. Mountain biking trails and skills park				IN PROGRESS	Bakers Park was approved and is implementing stage one in the next two years. Kendall Mountain bike trails are being cleaned up Spring 2024.
c. Improved trail systems: including new Nordic, skate ski, and fat bike trails				IN PROGRESS	Town purchased a new snowmobile for Nordic grooming.
d. Nordic ski rental center				NOT STARTED	
e. Outdoor amphitheater for music, outdoor classroom, and interpretive exhibits				ON HOLD	Anesi Park was completed in September 2023 and can help serve this purpose until future visioning is needed.
f. Sledding/tubing hill				NOT STARTED	
g. Improvements to the existing ice rink and pond that may include a temporary or permanent roof structure				ONGOING	2023 removed the pavers from the icerink. 2024 Worked with local skating group to maintain.
h. Improved parking				NOT STARTED	
Implement Molas Lake Park Master Plan improvements.	Short to Mid	Parks & Facilities	<a href="#">GOCO</a>	IN PROGRESS	Improvements outlined in the Molas Lake Park Master Plan have been implemented in 2022. The community did not prioritize the lodge at Molas in the 2021 community prioritization.
Strategy C: Establish a Capital Improvements Plan (CIP)					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES

IMPROVE OUR EXISTING INFRASTRUCTURE					
Implement a Capital Improvements Plan. The CIP should include the following:	Short	Town	Town, general fund	IN PROGRESS	In 2023 Town started a capital improvements fund for parks. For 2024/25 we are looking at capital improvements in our enterprise funds specifically Water and Sewer. For 2026 we will focus on a streets plan
a. A list of the capital projects or equipment to be purchased.					
b. Projects ranked in order of preference.					
c. The plan for financing the projects.					
d. A timetable for the construction or completion of the project.					
e. Justification for the project.					
f. Explanation of expenses for the project.					

RESPONSIBLE LAND USE, GROWTH, AND DEVELOPMENT					
STRATEGY A: Update Local Land Use Policies					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Reduce zoning districts to create flexibility to expand building types throughout town.	Short	Planning	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Update dimensional standards to provide more flexibility for a variety of building types while maintaining the historic character.	Short to Mid	Planning	<a href="#">DOLA Affordable Housing Development Incentives Grant Program</a>	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
a. Reduce parking requirements for small-scale infill projects.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
b. Reduce setbacks.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
c. Reduce minimum lot areas and floor area.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
d. Reduce lot coverage percentages.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
e. Increased height limits.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
f. Enact maximum footprint and lot size for single family housing.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Limit regulation of uses and building types to provide flexibility for home/building reuse, and non-traditional creative/maker/office spaces in neighborhoods.	Short to Mid	Planning, Building & Code Enforcement	N/A	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
Develop systems for property owners by creating more efficient and predictable development review and permitting processes including:	Short	Planning, Building & Code Enforcement, Builders, Developers	<a href="#">DOLA Affordable Housing Development Incentives Grant Program</a>	IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
a. A simple, visual process overview/flowchart addressing key steps and considerations.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.

RESPONSIBLE LAND USE, GROWTH, AND DEVELOPMENT					
b. Training for planning commissioners + legal council.				ONGOING	Planning Commission Training in Winter 2022
c. Include all town departments up front for proposed projects to set applicants up for success.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
d. A pattern book of pre-permitted projects.				NOT STARTED	
e. A project approval checklist that can be shared with builders.				IN PROGRESS	This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.
STRATEGY B: Create Environmental Land Use Policies					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Prioritize and clearly define environmental and wildlife habitat protection as part of the land use development code.	Short	Planning	N/A	IN PROGRESS	Wetland Inventory Map is underway to be completed June 2024
Create and include information about environmental concerns within property purchase/construction code packet and checklist discussed in Strategy A, Action 4.	Short	Planning	N/A	NOT STARTED	
Factor in future air and water quality measures into the building design for new and redevelopment projects.	Long	Planning, Public Works,	N/A	IN PROGRESS	Working with regional partners for planning of adoption of 2021 IBC in 2026. Completing a GHG inventory as part of the Team GOLD Energize Rural Communities Prize.
Create and utilize existing state incentives for local businesses and residents for moving to renewable energy.	Short to Mid	Public Works with San Miguel Power	San Miguel Power, DOLA	IN PROGRESS	Town is working with SMPA on a Beneficial Electrification Program as part of Energize Rural Communities Prize.
STRATEGY C: Update the Communities Vision for Plans and Policies for the Type and Location of Future Development					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
Work with the school to advance the community vision for the School owned Stanley Placer site adjacent to Cement Creek.	Mid	Planning, School	<a href="#">DOLA Community Development Block Grant (CDBG)</a>	NO UPDATE	
Work with CDOT to advance the community vision for the CDOT property on the northwest corner of 6th and Reese Streets.	Mid	Planning, CDOT	<a href="#">DOLA Community Development Block Grant (CDBG)</a>	NO UPDATE	Town Administrator had communications with CDOT regarding this land in March 2022. CDOT is reviewing.

RESPONSIBLE LAND USE, GROWTH, AND DEVELOPMENT					
Explore opportunities to mitigate avalanche zones from Kendall Mountain that could open affordable and attainable housing sites.	Short to Mid	Public Works, Planning, San Juan County	<a href="#">DOLA Community Development Block Grant (CDBG)</a>	NO UPDATE	
STRATEGY D: Create a Subarea Plan for the Town Entrance					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES
The Town should work with the County and CDOT through a community process to develop and advance a subarea plan for the area around highway 550 and the Anvil Subdivision.	Short	Planning, San Juan County, CDOT, SJDA	<a href="#">DOLA Community Development Block Grant (CDBG)</a>	NOT STARTED	
Identify potential locations in this area for:	Short	Planning, San Juan County, CDOT, SJDA	N/A	NOT STARTED	
a. small-scale manufacturing/ light industrial uses				NOT STARTED	
b. additional affordable housing				NOT STARTED	
c. a mix of businesses oriented to travelers (hotel, restaurants, etc.)				NOT STARTED	
d. new trail and open space access along and to Mineral Creek				NOT STARTED	
The town and county should be mindful of the aesthetic of the wastewater treatment infrastructure and storage area and incorporate screening and or public art features into the wastewater treatment improvement plan.	Short	Facilities/Parks and Recreation, Public Works, San Juan County	<a href="#">GOCO Community Impact Grant</a>	NOT STARTED	
STRATEGY E: Create a Subarea Plan for Shrine Hill					
ACTION ITEM	TIMELINE	RESPONSIBLE	FUNDING	STATUS	NOTES

RESPONSIBLE LAND USE, GROWTH, AND DEVELOPMENT					
The Town and landowners should establish the community's vision for Shrine Hill and implement proper zoning to ensure the area is not developed in an obtrusive way.	Mid	Planning	DOLA	IN PROGRESS	Shrine Hill Constraints Analysis was completed in February 2023. This is being addressed in our Land Use and Development Code Rewrite set to be complete in December 2024.

# Silverton Board of Trustee Priorities 2022-2024

## Updated for April 8, 2024

### 1. Strategically expand staff capacity

#### 1.1 OBJECTIVE: Retain Current Staff

- a. Support programs that encourage staff retention such as salary evaluations, benefits and training
  - 2021/2022- Supported the staff salaries adjusted an average of 8%
  - 2023- Supported the staff COLA raises to 5% in the 2024 Budget
  - 2024- Supported the increase in training budgets for all departments
- b. Support succession plans for key positions
  - 2022- Supported the creation of a Town-funded Building and Code Enforcement Officer to train for a year under the shared Building and Code Enforcement Officer
  - 2023- Supported the creation of the Public Works Administrator Coordinator

#### 1.2 OBJECTIVE: Increase Staff Capacity

- a. Support Town Administrator in evaluating organizational structure and efficiencies.
  - 2021- Supported the creation of the Non-Profit Request program
  - 2021- Supported moving funds to a new bank for security
  - 2022- Adopted a new Employee Handbook
  - 2022- Supported the hiring of a full-time planning position with contracted services.
  - 2023- Received DOLA grant to rewrite the Land Use and Development Code
  - 2023- Supported Ordinance 2023-01 allowing for developer cost reimbursement agreements
  - 2023- Supported Ordinance 2023-03 regarding the development application timeline
- b. Support a grant administrator position
  - 2023- SJDA hired a Grant Administrator to share with the Town of Silverton through a REDI grant that expires in June 2024
  - Since 2021 the town has received \$5,676,801 in grant funds

### 2. Adopt, prioritize, fund and execute the Master Plan

#### 2.1 OBJECTIVE: Adopt Master Plan

- a. Access funding/generate revenue for Master Plan execution based on community priorities
  - 2021/2022- Received \$1,128,989 in grant funding towards Master Plan initiatives
  - 2023- received \$1,627,722 in grant funding
  - 2024- Received \$2,920,090 in grant funding
  - 2024- increased the water and sewer rates to the adopted 2017 rates.

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- b. Explore priority based budgeting  
2022- explored priority based budgeting, but it was not the tool needed to organize the budget.  
2023- contracted with ClearGov to help organize the budget.

## **2.2 OBJECTIVE: Execute Existing Plans**

- a. Animas River Corridor Plan  
2021-Citizen prioritized the perimeter trail for a Capital Improvement Program  
2022- Brownfields grant awarded included cleanup of river corridor  
2023- GOCO KMRA planning grant was reallocated to the engineering plans for the perimeter trail
- b. 2017 Wayfinding Master Plan  
2021- This was presented for Citizens to prioritize for a Capital Improvement Program but was not chosen.
- c. Molas Lake Master Plan  
2021- This was presented for Citizens to prioritize for a Capital Improvement Program but was not chosen.
- d. Kendall Master Plan  
2022- Improvement to Kendall were integrated into the Compass Master Plan. A Kendall Master Plan is not needed at this time.
- e. Silverton Area Trails Plan  
2021-Citizen prioritized the perimeter trail for a Capital Improvement Program  
2022- Brownfields grant awarded included cleanup of river corridor  
2023- GOCO KMRA planning grant was reallocated to the engineering plans for the perimeter trail

## **3. Housing**

### **3.1 OBJECTIVE: Create a platform to support affordable housing**

- a. Build capacity for a housing authority  
2022- Received grant to fund the housing coordinator position  
2023- Hired full-time housing coordinator with San Juan Development and Grant  
2023- Created Silverton Housing Authority  
2024- Received granted funds for housing coordinator position to continue through 2026

### **3.2 OBJECTIVE: Incentivize Affordable Housing**

- a. Support incentive programs for affordable housing  
2023- Passed Ordinance 2023-07 Auxiliary Dwelling Units allowed as a use by right in every zone.

### **3.3 OBJECTIVE: Continue with the affordable housing development at Anvil**

- a. Support the 10 townhomes and 14 apartment project  
2022- Purchased the Zanon Acres through grant funding  
2022- received CHFA Technical assistance to conceptualize the buildout of Anvil

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2023- Applied for grant funding for the project but did not receive the funding  
2024- Received CHFA Technical assistance to conceptualize the buildout of Zanoni

- b. Support Annexation  
2024- Completed Annexation of Anvil Mountain Subdivision.

#### 4. Strengthen community narrative and civic health

##### 4.1 OBJECTIVE: Create Effective Tools for informing the community

- a. Support Town Administrator and help prioritize community engagement including after meeting reports, articles in the Standard and online platforms.  
2022- Town Administrator started distributing Post Meeting Recaps  
2022- Held a Budgeting Information night with the community  
2023- Held an Open House for Summer Residents and Businesses, Held an information night for WWTP project and Code Rewrite  
2023- Purchased Budgeting software with online viewable format for citizens  
2024- Created Learning Sessions for the Code Rewrite

#### 5. Streamline processes and make more user friendly

##### 5.1 OBJECTIVE: Collaborate organizations to create efficiency & solutions to common or shared problems

- a. Evaluate and implement efficiencies in boards, committees and commissions  
2022- Facilitated a Planning Commission Training  
2022- Began Contracting with Silverton Creative District to facilitate Summer Sounds  
2023- Created a Historic Review Committee removing the responsibilities from the San Juan Regional Planning Commission
- b. Streamline, define, refine policies & processes for clarity and predictability  
2022- Created application checklist and preapplication meeting protocol  
2022- Approved MOUs with Silverton School, EMS, and Silverton Avalanche School for use of facilities and to define relationship  
2022- Adopted a Special Events Guide  
2022-2024- Created Standard Operating Procedures Across Departments

##### 5.2 OBJECTIVE: Make it easier for locals to build homes, start businesses and host events

- a. Support evaluating new zoning maps  
2024- This is being evaluated in the Land Use and Development Code Rewrite
  - b. Refine processes for building in overlay districts  
2024- This is being evaluated in the Land Use and Development Code Rewrite
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2024- This is being evaluated by the Historic Review Committee

## **6. Improve pedestrian infrastructure and experience**

### **6.1 OBJECTIVE: Develop a safe and defined in-town walking system for locals and visitors**

- a. Link the town parks and facilities with defined paths

2024- Starting this with the layout of the Perimeter Trail

- b. Support the Animas River Corridor Plan

2021-Citizen prioritized the perimeter trail for a Capital Improvement Program

2022- Brownfields grant awarded included cleanup of river corridor

2023- GOCO KMRA planning grant was reallocated to the engineering plans for the perimeter trail



## AGENDA MEMO

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SUBJECT: Trustee Vacancy  
STAFF CONTACT: Gloria Kaasch-Buerger, Melina Marks  
MEETING DATE: April 8, 2024

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### Overview:

Since Trustee Kranker was elected to the mayor seat, the board will now have to appoint a trustee to fill the vacancy on the board.

Silverton Municipal Code Section 2-2-10(c) states “Vacancies. In case of the death, resignation, vacation or removal for cause of any of the elected officers during their term of office, other than by recall, as set forth in Article 1 of this Chapter, the Board of Trustees, by a majority vote, shall have power to select and appoint from among the duly qualified electors of the Town a suitable person to fill the vacancy. The person so appointed shall hold office until the next regular election and until his or her successor is elected and qualified. When a vacancy exists in the office of Trustee and a successor is to be elected at the next election to fill the unexpired term, the three candidates for Trustee receiving the highest number of votes shall be elected to four-year terms and the candidate or candidates receiving the next highest number of votes, in descending order, shall be elected to fill two-year terms.”

C.R.S 31-4-303 states: “The board of trustees has the power, by appointment, to fill all vacancies in the board or any other office, and the person so appointed shall hold office until the next regular election and until a successor is elected and has complied with section 31-4-401. The board also has the power to fill a vacancy in the board or in any other elective office of the town by ordering an election to fill the vacancy until the next regular election and until the successor has been elected and has complied with section 31-4-401.”

### Board Terms:

Mayor Kranker	4 year Term (up for reelection in April 2028)
Trustee George	4 year Term (up for reelection in April 2026)
Trustee Harper	4 year Term (up for reelection in April 2028)
Trustee Schnitker	4 year Term (up for reelection in April 2028)
Trustee Wakefield	4 year Term (up for reelection in April 2028)
Trustee Gardener	2 year Term (up for reelection in April 2026)
Trustee XXX	2 year Term since this filling a vacancy (up for reelection in April 2026)

### Eligibility for a Trustee Nominee:

C.R.S. 31-4-301(1) states that “ The legislative and corporate authority of towns shall be vested in a board of trustees, consisting of one mayor and six trustees, who shall be registered electors who have resided within the limits of the town for a period of at least twelve consecutive months immediately preceding the date of the election; except that, in case of annexation, any person who has resided within the annexed territory for the time prescribed in this subsection (1) shall be deemed to have met the residence requirements for the town to which the territory was annexed.”

Silverton Municipal Code Sec. 2-2-10(b) “Qualifications. Each Trustee shall be a resident of the Town and a qualified elector therein. If any Trustee moves from or becomes, during the term of his or her office, a nonresident of the Town, he or she shall be deemed thereby to have vacated his or her office upon the adoption by the Board of Trustees of a resolution declaring such vacancy to exist.”

### Options:

CRS 31-4-303(2) states that the board has 60 days to appoint a trustee otherwise a special election is triggered. There is no direction on how a trustee is appointed.

In the past the board has appointed the candidate on the ballot with the next highest votes or has solicited for trustee applications. The choice is up to the board on how they would like to facilitate the appointment.

Trustee Candidate	Votes
Liv Edwards	160
Lindsey Halverson	160
Wayne Barger	139

**Staff Recommendation:** The Town Attorney and the Town Administrator recommends appointing the next highest voter. Given that Trustee Edwards has expressed that she is not interested in continuing, Lindsey Halverson should be appointed.

**Master Plan Priority:** None. Operational Priority

**Attachments:**

- Halverson Letter
- Edwards Letter

**Suggested Motion or Direction:**

Motion to appoint \_\_\_\_\_ as a Trustee with a two-year term to fill the vacancy of Trustee Kranker’s seat.

OR

Direction to staff on soliciting applications for the trustee vacancy. *In this direction the board must have a defined timeline for the appointment (within 60 days) and define the parameters in which they would like to evaluate the candidates.*

April 4, 2024

To: Gloria Kaasch-Buerger, Silverton Town Administrator and Silverton Town Board of Trustees

From: Lindsey Halvorson, Silverton Resident

RE: Letter of Intent to Join Town Board of Trustees

Dear Silverton Town Board of Trustees, Gloria Kaasch-Buerger, Silverton Town Administrator, and my fellow Silverton residents,

Almost one year ago, I submitted a [letter](#) to the Silverton Board of Trustees outlining my interest in joining the Board of Trustees. That letter detailed my passion for this town and its advancement, as well as my qualifications in government, public policy and solutions-oriented thinking. Since last June, I have stayed engaged within the community and tracking local issues. Again, in January, I tossed my hat in the ring and ran for a seat on the Board of Trustees.

I am writing to express my continued interest in joining the Silverton Board of Trustees. My campaign platform was straightforward and honest: execute the master plan, create an efficient process for local government, promote local resources, and champion affordable solutions for the community. My intent is to ground decision-making in my values of resiliency, preservation of our town, and solutions-oriented thinking.

On the board, I will be a positive colleague who can help find common ground and be an open and trustworthy representative of our town. My day job requires inspired optimism and persistence to meet the challenges we face at a global level. I will bring a decade of policy and community engagement experience to this board to enhance effective decision-making.

I am proud to be part of a community with so many people stepping up to the plate and running for local government. I am equally proud of a community that turns out to vote at such high levels for a local election. I am deeply honored to have received the fifth-highest vote next to Liv Edwards. My gratitude and sense of duty are to honor those votes cast in my name.

Thank you all for your work and I, hopefully, look forward to joining you on the Board of Trustees.

Please let me know if you have any questions.

Thank you,  
Lindsey Halvorson  
lindseyhalvorson4@gmail.com

Olivia Cella Edwards  
1230 Blair St  
PO Box 411  
Silverton, CO 81433

April 4<sup>th</sup>, 2024

Town of Silverton  
1360 Greene St  
PO Box 250  
Silverton, CO 81433

To Whom It May Concern,

I am writing this letter of interest regarding the now-vacant position on the Town's Board of Trustees.

I am grateful for the experience that I have been able to have this last year serving the community of Silverton in my role on the Board. I appreciate the decision of the now-prior Board to appoint me, and for the upwelling of community support that was shown to me for the appointment. I would like to thank my fellow trustees and Town staff for the hard work I witnessed from them during my tenure. I would also like to thank those that voted for me as a candidate in the recent election cycle.

At this time, I would like to respectfully decline any requests for future appointment to the now-vacant position on the Board. I currently sit on several other boards in the community, am working full-time, and have taken on new student and educator roles within the last year. I believe that sitting members of the Board should be able to give their full level of commitment to this community, which is not something I am capable of doing at this time due to my other obligations. I believe that currently I can best continue to serve this community through my other local roles.

I would like to acknowledge the tie in the number of votes received between myself and Lindsey Halvorson; it appears our community has viable community-supported alternatives for filling the vacancy based on the data from the recent election.

In closing, I am grateful for the experience of serving on the Board and look forward to continuing to serve in our community, but wish to express that I will be unavailable for future appointment to the Board of Trustees at this time.

Sincerely,

Olivia Cella Edwards





## BOARD PACKET MEMO

SUBJECT: Appointment of Mayor Pro Tem, Town -Administrator, -Clerk, and -Attorney, as well as Municipal-Judge and -Engineer  
MEETING DATE: April 8, 2024  
STAFF CONTACT: Melina Marks

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### **Overview:**

Every two years, after a regular election, officers are (re)appointed to their offices by the newly organized Board of Trustees. The offices to be appointed are Mayor Pro Tem<sup>1,3</sup>, Town Administrator<sup>2,4,6</sup>, Town Clerk/Treasurer<sup>2,4,7</sup>, Town Attorney<sup>2,4</sup>, Municipal Judge<sup>2,4</sup>, and Municipal Engineer<sup>2,4</sup>.

The Board must appoint a new Mayor Pro Tem at their first meeting<sup>1</sup> and have 30 days after their first meeting to appoint the other officers<sup>2</sup>.

**-Mayor Pro Tem must be appointed during the first meeting of the new board.** Per SMC 2-2-30 At its first meeting following a biennial election, the Board of Trustees shall choose one of the Trustees as Mayor Pro Tem, and he or she shall be the Trustee who in the last regular election received the highest number of votes.

-Motion to reappoint officers (Town Administrator, Town Clerk/Treasurer, Town Attorney, Municipal Judge, and Municipal Engineer)<sup>2</sup>

-Motion to table appointments of officers listed until 4/22 scheduled meeting. Appointments must be made within 30 days of the swearing in of the newly (re)elected trustees<sup>1,2</sup>

### **Staff Recommendations:**

-Appoint Trustee Harper as Mayor Pro Tem since he received the highest number of votes.

-Appoint/Reappoint officers by the April 22<sup>nd</sup> regular meeting at the latest to be compliant with CRS 31-4-304

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

#### **Appointment of Mayor Pro Tem:**

Motion to appoint Trustee Harper to the position of Mayor Pro Tem in accordance with SMC 2-2-30

#### **If tabling appointments:**

Motion to table the appointment of officers until next meeting and request [insert supplemental information requested here]

OR

#### **If reappointing officers:**

-Motion to appoint Anthony Edwards to the office of Municipal Judge in accordance with CRS 31-4-304 and SMC Chapter 2, article 3, sections 10, and 30

-Motion to appoint Gloria Kaasch-Buerger to the office of Town Administrator in accordance with CRS 31-4-304 SMC Chapter 2, article 3, sections 10, 30, and 50

-Motion to appoint Melina Marks to the office of Town Clerk/Treasurer in accordance with CRS 31-4-304 and SMC Chapter 2, article 3, sections 10, 30, and 60

-Motion to appoint Clayton Buchner to the office of Town Attorney in accordance with CRS 31-4-304 and SMC Chapter 2, article 3, sections 10, 30, and 70

-Motion to appoint SGM Engineering as the Municipal Engineer for the Town of Silverton, in accordance with CRS 31-4-304 and SMC Chapter 2, article 3, sections 10, and 30

If a Trustee would like to make one motion to include all of the appointments the trustee can combine the motions but if there is a negative vote on one appointment, you will need to deny the whole motion and start over.

*Combine motion language:*

-Motion to appoint Anthony Edwards to the office of Municipal Judge, Gloria Kaasch-Buerger to the office of Town Administrator, Melina Marks to the office of Town Clerk/Treasurer, Clayton Buchner to the office of Town Attorney, and SGM Engineering as the Municipal Engineer for the Town of Silverton in accordance with Silverton Municipal Code and Colorado State Statues.

### **Sources**

- 1: CRS 31-4-303 Trustees to fill vacancy -Mayor Pro Tem – Clerk Pro Tem
- 2: CRS 31-4-304 Appointment of Officers – Compensation
- 3: SMC 2-2-30 Mayor Pro Tem
- 4: SMC 2-3-10 Officers Appointed
- 5: SMC 2-3-30 Oath of office; bond
- 6: SMC-2-3-50 Town Administrator
- 7: SMC 2-3-60 Town Clerk/Town Treasurer

**RESOLUTION NO. 2021-04**

**A RESOLUTION AUTHORIZING AND APPROVING AN EMPLOYMENT CONTRACT  
FOR A TOWN ADMINISTRATOR**

**WHEREAS**, the Town is in need of a qualified individual to serve as Town Administrator; and

**WHEREAS**, Gloria Kaasch-Buerger is an experienced municipal manager and willing and able to serve in the capacity of Town Administrator, under the direction of the Town Board of Trustees (the "Board").

**WHEREAS**, the Board desires to appoint Gloria Kaasch-Buerger as Town Administrator pursuant to the terms and conditions set forth in the Town Administrator Employment Agreement attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILVERTON** that it does hereby appoint Gloria Kaasch-Buerger as Town Administrator subject to the terms and conditions of the Town Administrator Employment Agreement attached hereto and incorporated herein as Exhibit A.

**RESOLVED, APPROVED and ADOPTED this 4th day of June, 2021.**

**TOWN OF SILVERTON**

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

Shane Fuhrman, Mayor

ATTEST:

(SEAL)

Town Clerk

**TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT  
TOWN OF SILVERTON, COLORADO**

This Town Administrator Employment Agreement ("Agreement") made and entered into this 4<sup>th</sup> day of June, 2021 by and between the **Town of Silverton** of San Juan County in the State of Colorado a municipal corporation ("Employer" or "Town"), and **Gloria Kaasch-Buerger** ("Administrator" or "Kaasch-Buerger").

Now therefore, in consideration of the mutual promises contained herein, Town and Kaasch-Buerger agree as follows:

1. **Administrator Duties.** Kaasch-Buerger agrees to perform for the Town the duties outlined in the Code of Ordinances for the Town of Silverton, the Town of Silverton Employee Handbook, and other such duties as assigned and modified by the Town of Silverton Board of Trustees ("Board") from time to time. Administrator shall be permitted to attend all meetings of the Town Board of Trustees, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or Administrator's evaluation, unless otherwise provided by applicable law.

2. **Employment at Will.** Employment under this Agreement is "employment at will." The term "employment" shall not prevent, limit, or otherwise interfere with the right of Administrator to resign at any time from her position with the Town, nor shall it prevent, limit or otherwise interfere with the right of the Town to suspend or terminate Administrator. This Agreement is subject to annual appropriation by the Town. In the event that the Board fails to annually appropriate money necessary to meet the compensation requirement set forth in this Agreement, the Agreement shall automatically terminate. Administrator agrees to remain in the exclusive employ of the Town and neither to accept nor to become employed by any other employer until termination or resignation of Administrator pursuant to the terms of this Agreement.

3. **Term of Employment.** Kaasch-Buerger shall commence employment with the Town of Silverton on June 7, 2021 ("Commencement Date"). Kaasch-Buerger's employment shall be perpetual unless terminated pursuant to the requirements contained herein.

4. **Compensation and Benefits.**

A. **Salary.** Employer agrees to pay Administrator an annual salary of \$80,000 beginning upon the Commencement Date, which shall be paid in equal payments of the same frequency as other exempt employees of the Town. The Board shall review the performance of Administrator annually and in the Board's sole discretion, may modify the salary after such review. In the event that all exempt Town employees receive a cost of living adjustment, Administrator also will be provided with the same adjustment. If the Town reduces Administrator's compensation or any other benefit, unless it is applied in no greater percentage than the average reduction of all department

heads, such action will be regarded as a termination by the Town. Furthermore, Administrator's salary may be reduced only upon two-thirds of the Board votes.

B. **Benefits.** In addition to salary, Administrator shall receive health insurance, life insurance, holidays, Paid Time Off, retirement benefits and other benefits as uniformly provided to exempt employees and as provide for in the Town Employment Handbook.

C. **Reimbursement of Certain Employment-Related Expenses.** Administrator will incur job-related expenses, and the Town agrees to reimburse said reasonable and necessary general expenses as provided for in the Town's policies and Employment Handbook, and subject to the Town's annual budget appropriations.

D. **Housing Stipend.** Administrator shall receive a housing stipend of \$10,000 for housing within the Town limits. The stipend shall be paid as follows:

i. Administrator shall receive \$5,000 upon submission to the Board of Trustees of a lease, purchase agreement or other evidence deemed sufficient by the Board of Trustees demonstrating that she has secured continuous housing within the municipal boundaries of the Town of Silverton

ii. Administrator shall receive \$5,000 on the one-year anniversary of this Agreement upon submission to the Board of Trustees of a lease, purchase agreement or other evidence deemed sufficient by the Board of Trustees demonstrating that she has maintained continuous housing within the municipal boundaries of the Town of Silverton.

5. **Termination, Severance and Resignation.**

A. **Termination and Severance.** In the event two-thirds of the Board votes to terminate Administrator when Administrator is willing and able to perform the duties of Town Administrator or when Administrator is disabled under the provision contained herein, then in that event, the Town agrees to pay Administrator a lump sum cash severance payment equal to three (3) month's compensation, figured at the rate of compensation at the date of termination; provided, however, that in the event Administrator is terminated as a result of (i) professional negligence, or failure or refusal to perform, any of her duties; (ii) incompetency; (iii) ceasing to reside within the limits of the Town; (iv) conviction of or plea deal involving a misdemeanor or felony crime; or (v) conduct unbecoming of an administrator of the Town, then in that event, the Town shall have no obligation to pay the aggregate severance sum designated in this paragraph. Nothing herein changes Administrator's status as an employee at the Will of the Employer.

B. **Resignation.** In the event Administrator voluntarily resigns from her position with the Town, then Administrator shall give the Town thirty (30) days written notice in advance, or lesser amount of advance notice, if agreed to in writing

by the Town. Administrator shall not be entitled to, nor shall she receive, severance pay in the event of voluntary resignation.

6. **Disability.** If Administrator is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued vacation and sick leave, the Town shall have the option to terminate this Agreement, subject to the severance pay requirement in Paragraph 5.A.

7. **Devotion to Duties.** Administrator recognizes the overall need to work Monday through Friday, 8:00 AM to 5:00 PM, at Town Hall. Additionally, it is recognized that Administrator must devote a good deal of time outside the normal office hours on business for the Town and to that end Administrator shall be allowed to establish an appropriate work schedule. Administrator shall devote such work time as to faithfully perform her assigned duties and responsibilities. Administrator is NOT eligible for one-to-one compensation time-off for excess work hours. Until such time that Administrator resides in Silverton, she is permitted to participate in meetings or work remotely from her residence if circumstances prevent her from commuting to Silverton (i.e. road closures or road conditions). In such event, Administrator shall provide advance notice to the Board of Trustees of the necessity to work from her residence.

8. **Professional Development.** The Town endeavors to budget and shall pay for professional dues and subscriptions Administrator deems necessary for continuation and full participation in state and local associations such as the Colorado Municipal League. The Town endeavors to budget and pay for travel and per diem expenses of Administrator for professional and official travel and meetings, as approved by the Board and within the Town's annual budget for Travel and Training.

9. **Goal Setting and Annual Review.**

A. **Goal Setting.** Within three (3) months of the Commencement Date, the Board and Administrator will endeavor to arrange a work session wherein they agree to goals and priorities for Administrator for the upcoming year as administrator of the Town. Such goals and priorities shall be set forth in writing and shall be reviewed during Administrator's annual review. The goals and priorities may be modified as necessary on an annual basis, or more frequently, as the Board and Administrator deem necessary. Additionally, at the same work session, Administrator and the Board intend to create criteria to base Administrator's annual review on. Such criteria may be modified as necessary on an annual basis, or more frequently, as the Board deems necessary.

B. **Annual Review.** In addition to the identification of goals and priorities, the Board will appraise Administrator annually on or before Administrator's anniversary date in order to ensure the Town is receiving professional service from Administrator and that Administrator is receiving adequate guidance and resources to reasonably perform her duties. At least 21 days prior to Administrator's annual review, Administrator shall provide the Board with a self-evaluation that is based on the review criteria agreed to by the Board and Administrator. At the annual review, the Board and

Administrator will review the criteria, self-evaluation, and goals and priorities, and provide comment, suggestion, direction, guidance, and/or critique. The Board and Administrator will attempt to undertake such review during the same period as the Town's annual budget review and approval. The annual review process may be used for a basis for Administrator's salary modification, although, the Town has no obligation to modify Administrator's salary.

C. **Confidentiality.** To the extent permitted by law, Administrator's self-evaluation, and Administrator's review shall be a confidential personnel matter and shall not be subject to public disclosure. Nothing herein shall be construed to alter Administrator's status as an at-will employee and the Board's failure to perform an annual review or provide comment, suggestion, or critique shall not have modify its right to terminate Administrator pursuant to the terms of this Agreement.

10. **Residence.** Administrator is a key employee of the Town whose duties require that she be close to the Town. Therefore, Administrator is required to reside within the boundaries of the Town, unless otherwise agreed in writing by the Board. Administrator and the Town agree that this requirement is necessary to assure reasonable response time in the event of an urgent or immediate response is required on behalf of the Town. Notwithstanding the forgoing, the Town recognizes that Administrator may have difficulty immediately securing housing, and as such, Administrator shall have forty-five (45) days from the Commencement Date to secure a residence within the boundaries of the Town. Administrator will continue to strive to secure a residence within the Town as soon as possible, but she is permitted to commute from her current residence in Durango until such time as a residence is secured, but in no event later than forty-five (45) days from the Commencement Date.

11. **Bonding.** Employer shall bear the full cost of any fidelity or other bonds required of Administrator under any law or ordinance.

12. **General Provisions.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of Administrator and the Town to this Agreement. All prior or contemporaneous written or oral communications are merged herein. This Agreement's final form resulted from review and negotiations among the parties, and no part of this Agreement shall be construed against any party on the basis of authorship.

B. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute the same instrument. The execution of this Agreement by any party hereto, and the delivery of a copy thereof bearing a facsimile signature or .pdf signature shall be valid and enforceable and shall, for all purposes, be treated as an original signature. Each individual or individuals signing below on behalf of the parties represents and warrants that he or she has the authority to sign on behalf of that party.

C. Waiver. The waiver by any party of any breach of any term, condition or covenant of this Agreement by any other party shall not be deemed to be a waiver of such provision or any subsequent breach of the same or any other term, condition or covenant of this Agreement. No term, condition or covenant of this Agreement shall be deemed to have been waived by any party unless such waiver is in writing signed by the waiving party.

D. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



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Gloria Kaasch-Buerger

Date: 6/3/2021



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Shane Fuhrman, Mayor

Date: 6/4/2021

## CONTRACT FOR TOWN ATTORNEY

This Contract between the TOWN OF SILVERTON ("Town") and the law firm Clayton Buchner Attorney at Law, LLC ("Attorney") (hereinafter collectively referred to as "the Parties") is as follows:

### WITNESSETH:

WHEREAS, the Town is in need of a Town Attorney; and

WHEREAS, Clayton Buchner Attorney at Law, LLC is a duly licensed attorney in the State of Colorado, and Clayton Buchner is willing and able to serve as Town Attorney;

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The Town hereby appoints the Attorney as Town Attorney for the Town of Silverton and Attorney hereby accepts the position of Town Attorney. It is understood that the work of the Town Attorney will be performed by Clayton Buchner and shall be principally responsible to the Town Board of Trustees (the "Board") for that work.

2. Term. 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 Contract will be reviewed no later than January 1, 2023. This Contract does not represent a multi-year fiscal obligation by the Town as services may be terminated at any time if funds are not available or not appropriated for these services, except that invoices for all services performed prior to full execution of a Contract between the Town Board and a different Town Attorney shall be paid within thirty (30) days.

3. Review. The Town Board of Trustees shall conduct a bi-annual performance review of the Attorney in October of odd numbered years prior to April election in even numbered years; however, nothing herein shall limit the authority of the Town Board to evaluate the performance of the Town Attorney at any other times or more frequent intervals, in its sole discretion.

4. Removal or Resignation. Attorney shall serve at the pleasure of the Board and may be removed from the position of Town Attorney at any time by affirmative vote of four members of the Board, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. Attorney shall be automatically removed from the position upon the full execution of a Contract between the Town Board and a different Town Attorney. Attorney may voluntarily resign as Town Attorney by providing at least sixty (60) days advance written notice to the Town Board, unless a shorter notice period is agreed to by the Town Board.

5. Services. 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 one Town Board meeting per month to provide counsel on legal issues (regular meetings are the second and fourth Mondays) and attend other meetings as assigned by the Mayor or Board of Trustees. Four times a year an in-person meeting is requested at the rate listed in Section 6 of this contract.

- 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.
- 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.
- Provide municipal court prosecution services.

6. Compensation. The Town agrees to pay the Attorney for all services under this Contract at an hourly rate of \$190.00/hour for Clayton Buchner's legal services and \$50/hour for secretarial services. For travel, the Town shall be billed at IRS rates for mileage for the quarterly mandatory in-person meetings. For additional in-person trips, the Town shall be billed a flat rate of \$280 per round trip. If the Attorney needs lodging accommodations during his in-person trip, the Town shall be billed up to \$120/night for accommodations. Ordinary postage and copies will not be billed to the Town, but charges for extraordinary postage for copies in litigation, serving public notice, or administrative fees (i.e. litigation costs, court filing fees and publication costs) shall be billed to the Town. Bills will typically be delivered by the Attorney electronically or via United States Postal Services, unless the Town directs otherwise.

The Attorney will bill the town monthly the end of each month. The bill shall be paid by the Town by the last business day of the following month.

7. Insurance. Attorney shall maintain in full force and effect through the term of this Contract the following types of insurance in at least the limits specified:

Coverage	Minimum Limits of Liability
Professional Liability	\$1,000,000.00

All insurance shall be issued by insurers authorized to do business within the State of Colorado. Prior to the commencement of work, the Licensee shall furnish the Town with certificates of insurance or other satisfactory evidence that such insurance has been acquired and is in full force and effect. Said policies shall not thereafter be canceled, permitted to expire, or permitted to expire without (30) days advance written notice to the Town. In the case of any claims-made policy, the necessary retroactive date(s) and extended reporting period(s) shall be procured to maintain continuous coverage for services under this Contract.

8. Conflicts. Unless otherwise agreed by the Town, Attorney shall not accept work on behalf of any client that will create a conflict or the potential for a conflict with the Town.

9. Compliance with Applicable Laws. The laws of the State of Colorado shall govern the validity, construction, interpretation, and effect of any Contract entered into. The Attorney shall comply with all applicable Federal, State, and local laws and regulations pertaining to the proper provision of services pursuant to this Contract.

10. Outside Legal Counsel. The Town may employ, at the Town's expense, outside the terms of this Contract, other legal counsel determined to be necessary by the Town Board.

11. Amendment. Any amendment to this Contract shall be in writing and agreed to by the Parties.

12. File Retention. The Attorney shall retain files for a period of three (3) years from the completion of a matter unless there is an on-going court retained jurisdiction. The Town may request copies of the files at any time and may have the files at the end of the three (3) year retention period.

13. Independent Contractor.

a. The Attorney shall perform services as an independent contractor to the Town and shall not be deemed by virtue of this Contract to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor.

b. The Attorney shall be solely responsible for all compensation, benefits, insurance and employment related rights of any person with the Attorney firm providing the services here under during the course of or arising or accruing as a result of any Attorney firm employment, whether past or present, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such Attorney firm employment. The following disclosure is provided in accordance with Colorado law:

**ATTORNEY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS ATTORNEY OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. ATTORNEY FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. ATTORNEY ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.**

Prohibition Against Employing Undocumented Workers/Illegal Aliens. The Attorney shall not knowingly employ or contract with an undocumented worker/illegal alien worker to perform work under this Contract. The Attorney shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented worker/illegal alien to perform work under this Contract or (b) fails to certify the Attorney that the subcontractor will not knowingly employ or contract with an undocumented worker/illegal alien to perform work under this Contract. The Attorney certifies as of the date of this Contract that it does not knowingly employ or contract with an undocumented worker/illegal alien who will perform work under this Contract and that the Attorney will participate in the e-verify program or Department of Labor and Employment ("Department") program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Attorney is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this

Contract is being performed. If the Attorney obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an undocumented worker/illegal alien, the Attorney shall be required to notify the subcontractor and the Town within three (3) days that the Attorney has actual knowledge that a subcontractor is employing or contracting with an undocumented worker/illegal alien. The Attorney shall terminate the subcontract if the subcontractor does not stop employing or contracting with the undocumented worker/illegal alien within three (3) days of receiving the notice regarding Attorney's actual knowledge. The Attorney shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker/illegal alien. The Attorney shall comply with any reasonable request of the Department made in the course of an investigation pursuant to C.R.S. § 8-17.5-10 2(5).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

**Clayton M. Buchner, Attorney at Law, LLC**




By: Clayton M. Buchner

Its: Owner

Date: 12/26/2021

**Town of Silverton, Colorado**

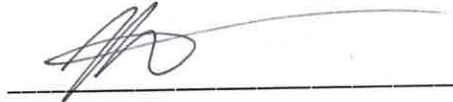


By: Shane Fuhrman

Its: Mayor

Date:

**Attest:**



Matt Green, Town Clerk

## 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 P. O. Box 250, Silverton, CO 81433, and SGM, Inc. (the “Contractor”), whose mailing address is 118 West 6<sup>th</sup> St., Suite 200 Glenwood Springs, CO 81601. 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: Town of Silverton General Engineering Services, as supplemented by any Additional 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 the date of signature of this contract. Services shall be completed no later than December 31, 2024. 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. 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.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Principal agrees to pay the Contractor the amounts set forth in the Additional 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 once a month. Payment will not be made on a salary or hourly 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.

6. 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.

7. 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.

8. 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) 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

(c) Principal will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and

(d) Neither Contractor, nor its employees or Contractors, will receive benefits of any kind from the Principal. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Principal; and

(e) 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

(f) 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

(g) 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.

9. 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.

10. Accuracy of Work and Warranty. The standard of care for all professional services performed or furnished by the Contractor under this Agreement will be the skill and care used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with Contractor's services.

11. 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.

12. 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 \$387,000 for bodily injury, death, or damage to property of any person and \$1,093,000 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.

13. 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.

14. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

15. 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.

16. 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.

17. 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).

18. Indemnification; No Waiver of Liability. To the fullest extent permitted by law, 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 reasonable attorney fees and related costs, to the extent that they are incurred as a result of any negligent act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the Principal.

24. 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.

25. 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.

26. 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.

27. 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.

28. Time Is Of the Essence. Contractor agrees to perform services in a manner that will maintain the orderly progress of the project.

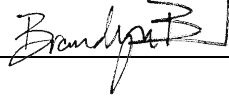
29. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

30. 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.

31. 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: SGM, Inc.  
Name: Brandyn Bair   
Title: Principal  
Date: 04/03/24

**PRINCIPAL:**  
**Town of Silverton**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**ADDITIONAL SCOPE OF SERVICES**



## ADDENDUM A: MUNICIPAL PROVISIONS

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

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

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

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

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

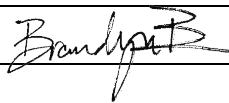
**CONTRACTOR:**

By: SGM, Inc.

Name: Brandyn Bair

Title: Principal

Date: 04/03/24





## AGENDA MEMO

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SUBJECT: Boards, Committees, and Commissions Appointments  
MEETING DATE: April 8, 2024  
STAFF CONTACT: Gloria Kaasch-Buerger

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### **Overview:**

The Town Trustees serve on a variety of Boards and Committees which are listed below. The Board is being asked to assign board members to these committees within 60 days of today.

### **Parks, Recreation, and Facilities Committee:**

Staff: Parks, Recreation and Facilities Committee

The Parks, Recreation, and Facilities Committee is responsible for overseeing and managing various aspects related to parks, recreation activities, facilities, the Hillside cemetery, and open space within the Town.

This committee meets on a quarterly basis at a minimum and as needed throughout the year.

### **Public Safety Committee:**

Staff: Building and Code Enforcement Officer

The Public Safety Committee has comprehensive oversight over all matters related to the fire and police regulations within the Town.

This committee has not met in the last two years at least.

### **Public Utilities Committee:**

Staff: Public Works Director

The Public Utilities Committee shall have general supervision over all streets, alleys, sidewalks and crossings and to see that the same are kept clean, repaired and properly graded and shall have general supervision over all matters appertaining to the water and sewer systems of the Town.

This committee meets as needed.

### **Ordinance and Personnel Committee:**

Staff: Town Administrator

The Ordinance and Personnel Committee shall have general supervision over revisions and updates to ordinances and select personnel matters.

This committee is scheduled to meet monthly on the first Wednesday of each month at 4pm.

**Finance Committee:**

Staff: Town Administrator/Town Clerk

This committee advises on budgetary matters, evaluating financial proposals, and recommending fiscal policies to ensure the responsible and effective use of funds.

This committee meets the third Monday of each month at 9am.

**Library Board:**

Staff: Library Director

This committee is responsible for the oversight of the library operations and providing direction to the Library Director. The Town Trustees appoint the members of the Library Board. The Code states that the mayor shall sit on the board. For the last 3 years the Town Administrator has been assigned to sit on the Board in place of the mayor.

This committee meets the third Thursday of each month at 3pm.

**San Juan Regional Planning Commission:**

Staff: Community Development Director

The Planning Commission's purpose is to create and adopt a master plan for the physical development of the Town, including areas beyond its boundaries (subject to approval by the Town Board or County Commissioners). The Commission is also responsible for recommending zoning district boundaries and regulations to manage congestion, ensure safety, promote health and welfare, provide essential amenities, and preserve the value of buildings and land throughout the Town. The regulations are designed with consideration for the specific character and suitability of each district.

This committee meets the third Tuesday of each month at 7pm.

**Board of Adjustment:**

Staff: Community Development Director

The Board of Adjustment has the authority and responsibility to convene meetings at the request of the chairperson, upon petition from an aggrieved party or variance applicant, or as directed by the Board of Trustees. It serves to hear and decide on appeals, reviews, adjustments, variances, modifications, and land use matters, ensuring compliance with the spirit of this Chapter (Chapter 16, Article 2), maintaining public safety, welfare, and upholding justice. Additionally, the Board is authorized to interpret the Chapter, resolving uncertainties regarding boundaries or the meaning of words, as long as such interpretations align with the Chapter's purpose and intent.

This committee meets as needed.

## **Region 9:**

Staff: Town Administrator

Region 9 Economic Development District of Southwest Colorado, Inc. (Region 9 EDD) is a Colorado non-profit community economic development corporation that promotes and coordinates economic development efforts throughout Southwest Colorado. Our board of directors is comprised of 26 directors, 17 members from local government agencies throughout the region and nine members that represent the private sector in our five county area. Region 9 EDD serves the counties of Archuleta, Dolores, La Plata, Montezuma and San Juan, and the cities and towns within those regions, as well as the Southern Ute Indian Tribe and the Ute Mountain Ute Tribe.

This board meets quarterly typically on the third Thursday of each month virtually or in-person in Durango. Travel stipends are provided by Region 9 for those who would like to attend in person.

## **San Juan Development Association**

Staff: Town Administrator

SJDA's mission is enhancing economic diversification in Silverton and San Juan County, CO by promoting collaboration, partnerships, and trust between businesses, non-profits, and local governments through community priority projects.

This board meets every other month.

## **Chamber of Commerce**

Staff: Chamber of Commerce Director

This board is responsible for the oversight of the executive director and operations for the chamber of commerce.

This Board meets the third Wednesday of each month at 5:30pm.

## **Bonita Peak Planning Group**

Staff: Bonita Peak Communications Liaison

Consisting of stakeholders of Silverton concerning the operations at the Bonita Peak Mining District.

This group meets monthly

## **Historic Review Committee**

Staff: Community Development Director

This is a new advisory committee and our only active citizens committee. Responsibilities include reviewing and making recommendations on land use applications in the historic overlay district and pursuing and maintaining Colorado Local Government status for historic preservation.

This committee meets on the second Tuesday of the month at 5pm.

### Sneffels Energy Board

Staff: Town Administrator

The Sneffels Energy Board brings together local leaders to collaborate on setting and accomplishing regional sustainability goals. Partners of the board meet quarterly to share information, experiences, design successful regional programs, identify new opportunities, and analyze progress. Advantages of this regional approach include a stronger voice to influence political change, greater leverage for grants, ability to address regional challenges together and improved sharing of best practices.

This board meets quarterly virtually or in-person at the SMPA office in Ridgeway.

#### **Attachments:**

Previous Board Assignments

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

Motion to appoint \_[TRUSTEE]\_ to \_[BOARD/COMMITTEE/COMMISSION]\_.

OR

Give staff direction to include on the April 22<sup>nd</sup> Meeting Agenda



## BOARD PACKET MEMO

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SUBJECT: Blair St Sidewalks Improvement Plan Project Update  
MEETING DATE: April 8, 2024  
STAFF CONTACT: Lucy Mulvihill, Stephen Mead, Gloria Kaasch-Buerger

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### Overview:

**The Town of Silverton was offered additional funds from CDOT for the Blair Street Project and needs to know if the town would like to accept the funds by April 9, 2024**

### Blair Street Sidewalk Improvement Background

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

### TAP Funding

Last year the Town applied for the Colorado Department of Transportation (CDOT) federally funded, Transportation Alternatives Program (TAP) for the implementation of the Blair St Sidewalks Improvement Plan. The Town originally requested \$916,00 from CDOT. With a \$229,000 match, that would have brought us to \$1,145,000 for the project budget.

However, the Town was only awarded \$554,704, requiring a \$138,678 match, bringing our current total budget, subject to the requirements of the grant, to \$693,380. In March 2024 the Town was approached by CDOT with an additional award of \$402,248 with a match requirement of \$100,562. Please see the budget section of the memo below for an breakdown of funding.

### Project Scope

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



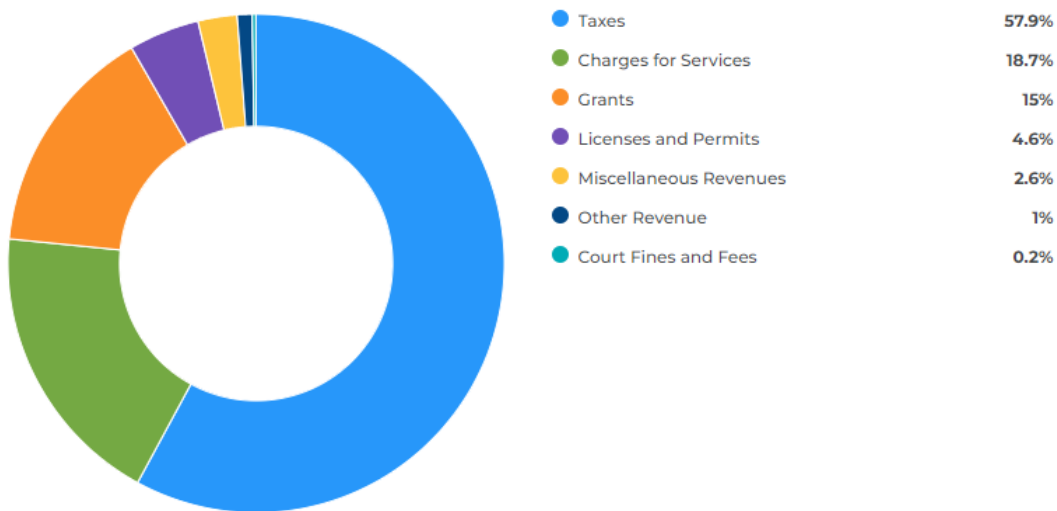
We will need more funding to complete even the reduced scope of this project.

After discussing our situation with CDOT, they advised the following.

- We have 10 Years to break ground, this gives us time to seek additional funding, budget additional grant match requirements, and budget any out-of-pocket costs.
- TAP is federally funded; therefore, we can use it to match some state funds from CDOT, the Department of Local Affairs (DOLA), or other programs funded by the State.
- CDOT staff recommended looking into DOLA's [Revitalizing Main Streets Program](#). Staff inquired about this funding, and it is currently focused on affordable housing. The Blair Street project would not qualify.

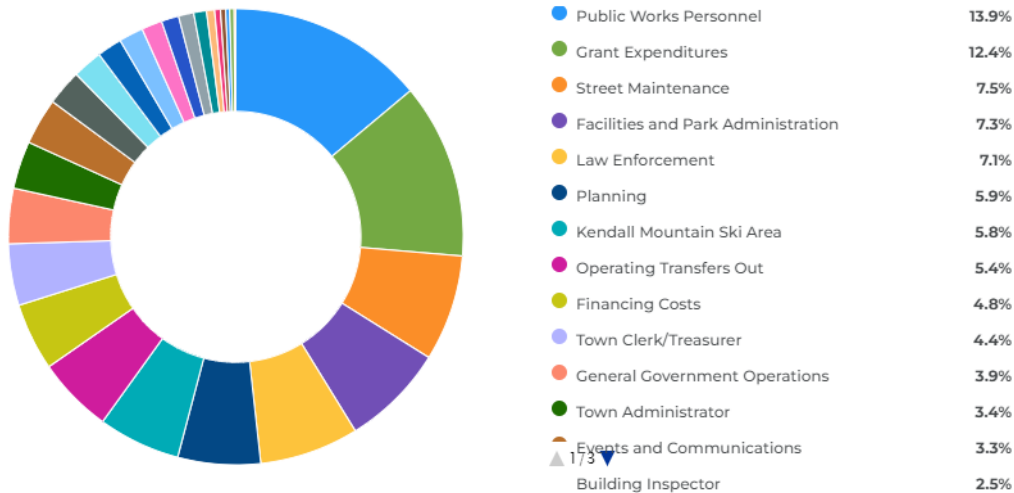
### Budget:

Street improvements are allocated from the General Fund which in 2024 is budgeted to receive revenues from the following sources:<sup>1</sup>



Expenditures in the General Fund in the 2024 budget:

<sup>1</sup> <https://silverton.cleargov.com/>



#### Original TAP Award:

CDOT Awarded	\$554,704
Match Committed	\$138,678
<hr/>	
TOTAL ALREADY COMMITTED: \$693,382	

#### Additional TAP Award:

CDOT Offered	\$402,248
Match Requirement	\$100,562
<hr/>	
TOTAL ADDITIONAL: \$502,810	

The Blair Street Association has committed \$40,000 in matching funds.

Total Potential Award:	\$956,952
Total Potential Town Match (includes 40K from Blair Street)	\$239,240
<hr/>	
Total Project Cost:	\$1,196,192

**Estimated reduced scope project cost: \$833,000** (This does not include streetlighting but does include the 1200LF of conduit for future streetlighting, streetlighting could be added back in). For reference total scope of street lighting is estimated at \$350,000.

Outside of the grant we need to contract with SGM to finalize the full scope of design and plans to CDOT Construction Standards. This estimate for the reduced scope is \$130,031. This cannot be included in the grant. Staff can apply for a DOLA Planning Grant which would cover 50% of the project cost. \$65,015 can be budgeted in 2025.

Total potential cost to the TOS with DOLA Planning Grant and both CDOT grants for reduced scope project not including Blair Street Association Match: **\$264,255**

Total reduced project cost with CDOT plans with DOLA funds and including the lighting: **\$1,248,015**

**Staff Recommendation:**

Staff recommends accepting the additional granted funds, but waiting to draft a resolution until the board can meet and discuss priorities in the General Fund. This can be included in the Capital Improvements Plan that staff is working on and will ask the Board to prioritize in a future meeting.

**Master Plan:**

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

**Suggested Motion or Direction:**

Motion to accept/deny the additional CDOT granted funds and direct staff to schedule a prioritization Work Session.



PROJECT: BLAIR STREET SIDEWALK PROJECT  
CLIENT: TOWN OF SILVERTON

Prepared By: Catherine Carella  
Date: 1/8/2024

SGM Hours and Labor Charges							
No.	Code	Personnel Description	Name	Classification	2024		TOTAL
					Rate	Hours	Labor Cost
1	PIC	Principal-In-Charge	Brandyn Bair	Senior Engineer II	\$210.00	2	\$ 420.00
2	QA/QC	Quality Assurance / Quality Control	Dan Cokley	Principal	\$240.00	19	\$ 4,560.00
3	PM	Project Manager / Lead Transportation Eng.	Ashley Cline	Engineer IV	\$173.00	225	\$ 38,925.00
4	RE	Transportation Engineer	Michael Morrison	Engineer II	\$135.00	253	\$ 34,155.00
5	LES	Lead Environmental Scientist	Alex Nees	Senior Consultant I	\$170.00	6	\$ 1,020.00
6	ES	Environmental Scientist	Andy Antipas	Senior Consultant I	\$170.00	36	\$ 6,120.00
7	ES	Environmental Scientist 2	Mary Evans	Env Scientist II	\$112.00	40	\$ 4,480.00
8	LDE	Lead Drainage Engineer	Eric Krch	Senior Engineer III	\$225.00	6	\$ 1,350.00
9	DE	Drainage Engineer	Catherine Carella	Engineer IV	\$173.00	38	\$ 6,574.00
10	DE	Drainage Engineer	Jina Silva	Engineer II	\$135.00	56	\$ 7,560.00
11	SM	Survey Manager	Bob Bradenberry	Survey Manager	\$191.00	2	\$ 382.00
12	LS	Land Surveyor	Tim Barnett	Land Surveyor II	\$158.00	14	\$ 2,212.00
13	ST	Survey Technician	Mary Winkley	Survey Technician III	\$127.00	26	\$ 3,302.00
14	GIS	GIS Technician	Nick Treankler	GIS Technician II	\$125.00	8	\$ 1,000.00
15	SUE	Subsurface Utility Engineer	Karl Schoenbrunn	Project Manager	\$160.00	80	\$ 12,800.00
16	EE	Electrical Engineer	Amber Haymes	Engineer IV	\$173.00	8	\$ 1,384.00
Subtotals						819	\$ 126,244.00

Notes:

Cost Breakdown by Task Order				
Task Order		SGM Labor	SGM Subconsultants	Total Cost
1	PROJECT MANAGEMENT AND MEETINGS	\$ 27,004	\$ -	\$ 27,004
2	INITIAL PROJECT DEVELOPMENT	\$ 17,354	\$ -	\$ 17,354
3	ENVIRONMENTAL REVIEWS	\$ 10,260	\$ -	\$ 10,260
4	PRELIMINARY DESIGN (FIR)	\$ 25,581	\$ -	\$ 25,581
5	FINAL DESIGN (FOR)	\$ 37,625	\$ -	\$ 37,625
6	BID PHASE SERVICES	\$ 8,420	\$ -	\$ 8,420
RE	REIMBURSABLE EXPENSES (3% of above)	\$ -	\$ -	\$ 3,787
TOTAL DESIGN TASK ORDERS:		\$ 126,244	\$ -	\$ 130,031

## ENGINEER'S OPINION OF PROBABLE COST (EOPC)

Owner: Town of Silverton

Project: Blair Street Sidewalk and Lighting Improvements

SGM No.: 2015-513.008

Date: 10/12/2023

EOPC Level: CDOT TAP funding application

Prepared By: Catherine Carella, PE

Reviewed By: Ron Nies - SGM, Amber Haymes - SGM, and Robert Shanks - CDOT

Bid Item No.	Construction Item	Unit	Estimated Quantity	Unit Cost	Estimated Costs	% OF (a)
<b>Blair St. Sidewalk Improvements</b>						
1	Stormwater Management/Erosion Control	DAY	90	\$ 130.00	\$ 11,700	2.64%
2	Traffic Control Management & Devices	DAY	90	\$ 170.00	\$ 15,300	3.45%
3	Remove Existing Sidewalk	SY	1,209	\$ 40.00	\$ 48,347	10.89%
4	Remove Existing Curb & Gutter	LF	739	\$ 20.00	\$ 14,780	3.33%
5	Remove Existing Wood Boardwalk	SY	142	\$ 20.00	\$ 2,840	0.64%
6	2 ft Standard Curb & Gutter (6 In. Barrier, 1.5 ft Gutter)	LF	0	\$ 90.00	\$ -	0.00%
7	Rolled Curb & Gutter (2 ft Mountable Curb)	LF	739	\$ 80.00	\$ 59,120	13.32%
8	Valley Pan Gutter Type 2 (8 Ft)	LF	130	\$ 120.00	\$ 15,600	3.51%
9	Concrete Sidewalk (10 ft wide)	SY	1,321	\$ 130.00	\$ 171,744	38.68%
10	Concrete Sidewalk (8 ft wide)	SY	144	\$ 130.00	\$ 18,720	4.22%
11	Concrete Sidewalk (5 ft wide)	SY	0	\$ 130.00	\$ -	0.00%
12	ADA Curb Ramps w/ Metal Truncated Domes	SY	148	\$ 280.00	\$ 41,323	9.31%
13	Adjust Valve Box	EA	8	\$ 680.00	\$ 5,440	1.23%
14	ABC (Class 6)	TON	500	\$ 40.00	\$ 20,000	4.50%
15	Light Fixtures	EA	0	\$ 4,480.00	\$ -	0.00%
16	Light Pole Bases	EA	0	\$ 6,160.00	\$ -	0.00%
17	Electrical Service (Panel, Meter, Lighting Controls)	LS	0	\$ 6,720.00	\$ -	0.00%
18	Electrical Wiring	LF	0	\$ 50.00	\$ -	0.00%
19	Sign Panel Class I (Diagonal Parking, 18"x12")	EA	24	\$ 75.00	\$ 1,800	0.41%
20	Landscape Greenspace with Sod	SF	3,300	\$ 5.00	\$ 16,500	3.72%
<b>Subtotal of Construction Items</b>					<b>\$ 444,000</b>	<b>(a)</b>
<b>Other Construction Costs</b>						
		Unit	Quantity	Unit Cost	Estimated Costs	% OF (a)
	Mobilization	%	6.0%		\$ 26,600	6.00%
	Mobilize/Demobilize Concrete Batch Plant	%	2.0%		\$ 8,900	2.00%
	Bonds/Insurance	%	1.5%		\$ 6,700	1.50%
	Management/Superintendent	%	3.0%		\$ 13,300	3.00%
	Labor - Misc., General	%	10.0%		\$ 44,400	10.00%
	Overhead and Profit	%	7.0%		\$ 31,100	7.00%
	Geotechnical - Materials Testing	%	2.0%		\$ 8,900	2.00%
	Construction Surveying	%	2.0%		\$ 8,900	2.00%
<b>Subtotal of Other Construction Costs</b>					<b>\$ 114,000</b>	<b>(b)</b>
<b>Engineer's Opinion of Probable Construction Costs (a) + (b) = (c)</b>					<b>\$ 558,000</b>	<b>(c)</b>
<b>EOPCC Low End Estimate</b>					<b>\$ 503,000</b>	<b>(c) - 10%</b>
<b>EOPCC High End Estimate</b>					<b>\$ 642,000</b>	<b>(c) +15%</b>
<b>Additional Project Costs</b>						
		SY	Quantity	Unit Cost	Estimated Costs	% OF (a)
	Final Design Engineering (Update to CDOT Standards)	LS	25.0%		\$ 111,000	25.00%
	Bidding Phase Support	LS	2.0%		\$ 8,900	2.00%
	Construction Engineering and Observation (CDOT Standards)	LS	20.0%		\$ 88,800	20.00%
<b>Subtotal of Other Project Costs</b>					<b>\$ 209,000</b>	<b>(d)</b>
<b>Engineer's Opinion of Probable Project Costs (c) + (d) = (e)</b>					<b>\$ 767,000</b>	<b>(e)</b>
<b>EOPPC Low End Estimate</b>					<b>\$ 691,000</b>	<b>(e) - 10%</b>
<b>EOPPC High End Estimate</b>					<b>\$ 883,000</b>	<b>(e) +15%</b>

**NOTES:**

- Unit prices used in developing this EOPC were based on recent CDOT cost data, vendor quotes, and SGM's database of similar projects.
- EOPC assumes CDOT TAP funding will require CDOT reviews and substantial revisions to the current engineering design plans.
- Unit prices and total costs were based on Present Value dollars, assuming project will occur in 2024. Adjustments should be made for years beyond the present year if actual construction occurs in a future year.
- This EOPC was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's EOPC.



## AGENDA MEMO

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SUBJECT: Upcoming 2024 Meeting Dates  
STAFF CONTACT: Gloria Kaasch-Buerger  
MEETING DATE: April 8, 2024

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### Overview:

This is a time for the board to coordinate their schedules. Staff is requesting multiple work sessions that can be used for training time for the board of directors. Please review the following schedule and confirm your attendance:

1. Regular Meeting-Monday, April 22<sup>nd</sup> at 6:30pm.—Staff is requesting to add a Silverton Housing Authority Meeting at 5:00pm
2. Monday, April 29<sup>th</sup> at 5pm- staff is requesting to add an Ethics Training
3. Monday, May 6<sup>th</sup> at 5:00pm-Staff is requesting to add a Work Session
4. Regular Meeting-Monday, May 13<sup>th</sup> at 7pm
5. Monday, May 20<sup>th</sup> at 5pm-Staff is requesting adding a Work Session
6. Regular Meeting Monday, May 27<sup>th</sup> is Memorial Day—According to our code 2-2-70, the meeting will be held on Tuesday, May 28<sup>th</sup> at 7pm. The Town Administrator will not be in attendance at this meeting as she poorly timed her vacation.

### SMC 2-2-70 states:

The Board of Trustees shall hold regular meetings on the second and fourth Monday of each month at 6:30 p.m., during the months of October through April, and at 7:00 p.m., during the months of May through September; provided, however, that, when the day fixed for any regular meeting of the Board of Trustees falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. All regular meetings of the Board of Trustees will be held in the Board room of the Town Hall.

### BOT Trainings/ Work Sessions needed:

- Leadership Retreat
- Ethics Training including Judicial and Quasi-judicial Procedures
- Land Use Code Application Process and Review
- Joint Town/County Work Session (Media Relations, Disaster Management, Emergency Services and Budgeting)
- DOLA and CML working with State Agencies

### One-on-One Trainings:

- Budget with Town Administrator
- Public Works Tour with Public Works Director
- Facilities Parks and Recreation Tour with Facilities, Parks and Recreation Director
- Sheriff Ride Along with Sheriff's Office
- CIRSA Insurance Trainings will be included in Friday Update emails

### Attachments:

- April/May/June Calendar

### Suggested Motion or Direction:

Staff direction if the dates above do not work.

APRIL 2024						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8 6:30 Reception 7pm Regular Meeting	9	10 Code Rewrite Learning Session @ 6pm	11	12	13
14	15 9am Finance Committee	16 7pm Planning Commission	17	18 Gloria at CCCMA Conference	19	20
21	22 5pm SHA 7pm Regular Meeting	23	24 Code Rewrite Learning Session @ 6pm	25	26	27
28	29 5pm Ethics Training	30				

MAY 2024						
SUN	MON	TUE	WED	THU	FRI	SAT
			1 SJDA Business Summit	2	3	4
5	6 5pm Work Session/ Training	7	8 Code Rewrite Learning Session @ 6pm	9 4pm FPR Committee Proposed	10	11
12	13 7pm Regular Meeting	14 5 Historic Review Committee	15 5:30pm Chamber Board Meeting	16	17	18
19	20 9am Finance Committee 5pm Work Session/Training	21 7pm Planning Commission	22 Clanton Public Outreach Code Rewrite Learning Session @ 6pm	23 Gloria Start Vacation	24	25
26	27 Memorial Day	28 7pm Regular Meeting	29	30	31	

JUNE 2024						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3 Gloria Returns from Vacation	4	5	6 Welcome back Summer Residents	7	8
9	10 7pm Regular Meeting	11 4pm Historic Review Committee	12	13	14	15
16	17 9am Finance Committee 11am Brownfields Site Visits	18 7pm Planning Commission	19	20 Colorado Municipal League Conference-Loveland	21	22
23	24 7pm Regular Meeting	25	26	27	28	29
30						

Set Meetings- All Trustees  
 Proposed Meetings/Training -All Trustees  
 Committee Meetings-Only Trustees assigned to Board/Committee  
 Community Meetings -Trustees encouraged to attend  
 Town Administrator