



REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – Monday, June 23, 2025
Call to Order & Roll Call –Regular Meeting @5:30pm

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/UCmJgal9IUXK5TZhHugprpQ

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

Regular Meeting @ 5:30pm

- 1) Call to Order and Roll Call
- 2) Staff and/or Board Revisions to Agenda
- 3) Public Comment - *Comments must be limited to three (3) minutes in duration.*
- 4) Consent Agenda
 - a) Payroll
 - b) Meeting Minutes
 - c) Accounts Payable
 - d) April Sales Tax
 - e) Notice of Decision – 25-07 1171 Greene St
 - f) Notice of Decision – 25-09 HDO 1124 Greene St
 - g) SPECIAL EVENT NOTICE: July 19th-20th Aravaipa Running's Silverton Alpine Marathon and Kendall Mountain Run
 - h) SPECIAL EVENT NOTICE: 4th of July Town Events
- 5) Staff Reports
- 6) Presentations/Proclamations
- 7) Business Items
 - a) PUBLIC HEARING: First Reading of Ordinance 2025-10 An Ordinance of the Town of Silverton Repealing and Readopting Chapter 6, Article 4 of the Silverton Municipal Code Regarding the Regulation and Licensing of Marijuana Business Establishments
 - b) PUBLIC HEARING: First Reading of the Ordinance 2025-11 An Ordinance of the Town of Silverton Repealing Chapter 13, Article 1, Section 13-1-90, of the Silverton Municipal Code Regarding the Reimbursement for Main Extensions and System Improvements



- c) PUBLIC HEARING: Second Reading for adoption of Ordinance 2025-09 An Ordinance of the Town of Silverton Amending Chapter 7 Article 8 of the Silverton Municipal Code Regarding the Harassment and Feeding of Wildlife in Accordance with Colorado Parks and Wildlife Regulations.
- d) PUBLIC HEARING: Second Reading for adoption of Ordinance 2025-08 And Ordinance Creating an Improvement District in the Town of Silverton, County of San Juan, Colorado, to be known as The Town of Silverton 8th and Bluff Special Improvement District and Providing for the Method of Payment of Special Assessment
- e) SPECIAL EVENT: Contract Renewal for Hard Rock 100

8) Discussion/Direction Items

- a) San Juan County Commissioners Response Letter
- b) Refuse in Silverton

9) Committee Reports

10) Open Discussion/Future Agenda Items

11) Public Comment

Adjourn

Up-coming Meeting Dates:

- 6/30 @5:30pm Silverton Housing Authority Meeting
- 7/14 @5:30pm Regular Meeting of the Board of Trustees
- 7/21 @5pm Silverton Housing Authority Meeting
- 7/21 @5:30pm Trustee Work Session
- 7/28 @5:30pm Regular Meeting of the Board of Trustees

End of Agenda

June 23, 2025

1. Call to Order and Roll Call

June 23, 2025

2. Staff and/or Board Revisions to Agenda

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

June 23, 2025

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

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

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

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

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

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

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

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

June 23, 2025

4. Consent Agenda

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

Typical items found in the consent agenda:

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

Suggested Motion:

Motion to approve the consent agenda items.

Statistical Summary

Company:Z9X - Town of Silverton Service Center:0075 Northern California Status:Cycle Complete
 Week#:24 Pay Date:06/13/2025 P/E Date:06/07/2025
 Qtr/Year:2/2025 Run Time/Date:11:25:47 AM EDT 06/11/2025

Taxes Debited	Federal Income Tax	3,615.97
	Earned Income Credit Advances	0.00
	Social Security - EE	2,847.71
	Social Security - ER	2,847.73
	Social Security Adj - EE	0.00
	Medicare - EE	666.00
	Medicare - ER	666.00
	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	1,709.15
	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	91.86
	State Family Leave Insurance - EE	0.00
	State Family Leave Insurance - ER	0.00
	State Family Leave Insurance Adj - EE	0.00
	State Medical Leave Insurance - EE	0.00
	State Medical Leave Insurance - ER	0.00
	State Medical Leave Insurance Adj - EE	0.00
	State Parental Leave Insurance - EE	0.00
	State Parental Leave Insurance - ER	0.00
	State Parental Leave Insurance Adj - EE	0.00
	State Cares Fund - EE	0.00
	Transit Tax - EE	0.00
	Workers' Benefit Fund Assessment - EE	0.00
	Workers' Benefit Fund Assessment - ER	0.00
	State Child Care Fund - EE	0.00
	State Child Care Fund - ER	0.00

Statistical Summary

Local Income Tax	0.00	
School District Tax	0.00	
Total Taxes Debited	12,444.42	
Other Transfers	ADP Check Acct. No.XXXXXXXXX8915Tran/ABAXXXXXXX	2,025.07
	Full Service Direct Deposit Acct.	33,395.19
	Total Amount Debited From Your Account	47,864.68
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00
Taxes- Your Responsibility	None this payroll	
		Total Liability
		47,864.68
		47,864.68
		47,864.68

Statistical Summary - Statistics

Company:Z9X - Town of Silverton
 Week#:24
 Qtr/Year:2/2025

Service Center:0075 Northern California
 Pay Date:06/13/2025
 Run Time/Date:11:25:47 AM EDT 06/11/2025

Status:Cycle Complete
 P/E Date:06/07/2025

Statistics	Amount	Number of Pays
Gross Pay	45,953.78	
Vouchers		
eVouchers		31
Checks (A)	2,025.07	2
Direct Deposits (B)	33,395.19	29
Adjustments/Prepay/Voids (C)	0.00	
Net Payroll (A + C)	2,025.07	
Net Cash (A + B)	35,420.26	
Net Pay Liability (A + B + C)	35,420.26	
Other Transfers (D)	35,420.26	
Taxes - debited from your account (E)	12,444.42	
Total Amount Debited from your Account (D + E)	47,864.68	
Taxes - your responsibility (F)	0.00	
Company Liability (C + D + E + F)	47,864.68	
Net Cash pays 1,000.00 or more		17
Flagged Pays		8

Statistical Summary - Federal Taxes

Company:Z9X - Town of Silverton
Week#:24
Qtr/Year:2/2025

Service Center:0075 Northern California
Pay Date:06/13/2025
Run Time/Date:11:25:47 AM EDT 06/11/2025

Status:Cycle Complete
P/E Date:06/07/2025

Federal Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount
Federal Income Tax	3,615.97		44,707.61	
Social Security	2,847.71	2,847.73	45,931.10	45,931.10
Medicare	666.00	666.00	45,931.10	45,931.10
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#:24
Qtr/Year:2/2025

Service Center:0075 Northern California
Pay Date:06/13/2025
Run Time/Date:11:25:47 AM EDT 06/11/2025

Status:Cycle Complete
P/E Date:06/07/2025

State Code	State Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount	Experience Rate	State Tax Rebate Amount
CO	State Income Tax	1,709.15		44,707.61			
CO	Unemployment Tax		91.86		45,931.10	0.20	

Company:Z9X - Town of Silverton
 Week#:24
 Qtr/Year:2/2025

Statistical Summary - Hours & Earnings

Service Center:0075 Northern California
 Pay Date:06/13/2025
 Run Time/Date:11:25:47 AM EDT 06/11/2025

Status:Cycle Complete
 P/E Date:06/07/2025

Field Number	Hours/Earnings Code	Description	Hours	Earnings
1	Regular		1,389.57	43,821.22
2	Overtime		12.88	147.59
3	HOL	holiday work	9.06	232.09
3	CTM	Comp Time T	44.34	
3	PTO	P.T.O.	118.54	1,752.88

Statistical Summary - Deductions

Company:Z9X - Town of Silverton
Week#:24
Qtr/Year:2/2025

Service Center:0075 Northern California
Pay Date:06/13/2025
Run Time/Date:11:25:47 AM EDT 06/11/2025

Status:Cycle Complete
P/E Date:06/07/2025

Deduction Code	Description	Deduction	Category
401	CCOERA EE 4	1,223.49	Other
457	CCOERA 457B Pla	448.52	Other
CK1	CHECKING	31,027.06	Deposit
CK2	CHECKING	1,790.71	Deposit
DEN	Den Pre Tax	20.00	Other
SV1	SAVINGS	577.42	Deposit
VIS	Vis Pre Tax	2.68	Other

Statistical Summary - Memos

Company:Z9X - Town of Silverton
Week#:24
Qtr/Year:2/2025

Service Center:0075 Northern California
Pay Date:06/13/2025
Run Time/Date:11:25:47 AM EDT 06/11/2025

Status:Cycle Complete
P/E Date:06/07/2025

Memo Code	Description	Memo
DEN	Employer De	350.50
HLT	Employer He	8,042.50
LIF	Employer Li	47.88
LIN	EmployerLin	76.95
MAT	CCOERA ER 4	1,223.49
PTO	PTO Availa	2,647.53
X01	401K MAX EL	45,953.78



REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – Monday, June 9, 2025
Call to Order & Roll Call –Regular Meeting @5:30pm

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/UCmJgal9IUXK5TZhHugprpQ

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

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

Absent:

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, Building Inspector/ Code Officer Bevan Harris, Attorney Clayton Buchner, Community Development Director Lucy Mulvihill, PW Admin Coordinator Stephen Mead

Regular Meeting @ 5:30pm

- 1) Call to Order and Roll Call
- 2) Staff and/or Board Revisions to Agenda
- 3) Public Comment - *Comments must be limited to three (3) minutes in duration.*
 - Paul Zimmerman commented on proposed Resolution 2025-16 regarding administrator salary increase, requested additional trash cans, and commented on opting out of becoming a certified local government.
 - Melody Skinner commented on fighting against becoming a certified local government.
 - Sue Sanders commented on the reduction on trash cans & the current trash issue in relation to tourism.

- 4) Consent Agenda
 - a) Payroll
 - b) Meeting Minutes
 - c) Accounts Payable
 - d) April Financial Statements
 - e) March Sales Tax

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

- 5) Staff Reports



6) Presentations/Proclamations

7) Business Items

a) PUBLIC HEARING: First Reading of Ordinance 2025-09 An Ordinance of the Town of Silverton Amending Chapter 7 Article 8 of the Silverton Municipal Code Regarding the Harassment and Feeding of Wildlife in Accordance with Colorado Parks and Wildlife Regulations.

- Administrator Kaasch-Buerger provided context regarding this proposed Ordinance and a brief history of the development of this document.
- Administrator Kaasch-Buerger reviewed the 3 main changes that this Ordinance will address in our code.
- Mayor Kranker spoke to the development of the Wildlife Coalition and their hand in the formation of this Ordinance and these changes.
- Wes Burg spoke on behalf of the Wildlife Coalition, animal safety, and public safety.
- Evin Harris echoed Wes Burg's comments on behalf of the Wildlife Coalition and the protection of wildlife.
- No public comment.
- Trustee Halvorson asked Code Officer Bevan Harris if this new Ordinance will be reasonably enforceable.
- Code Officer Bevan Harris stated that yes, this will be enforceable, however timely notice of violations will be needed and managing access to certain kinds of attractive bear waste will need work.
- Mayor Kranker spoke to the work done thus far to address the bear/ trash issues, like the retrofitting of our municipal trash cans and asked Administrator Kaasch-Buerger about the funding from CPW.
- Administrator Kaasch-Buerger spoke about what the CPW funds could be used for if awarded.
- The Board and Administrator Kaasch-Buerger continued to discuss some of the kinks still being worked out and addressed with the new bear-resistant trash cans.
- Mayor Pro Tem Harper suggested a PSA to spray down dumpsters/ trash cans with wildlife-deterring products.
- Mayor Kranker intends on writing a community update on these issues.

Trustee Gardiner moved, and Trustee Wakefield seconded to approve the first reading of Ordinance 2025-09 An Ordinance of the Town of Silverton Amending Chapter 7 Article 8 of the Silverton Municipal Code Regarding the Harassment and Feeding of Wildlife in Accordance with Colorado Parks and Wildlife Regulations. Passed unanimously with roll call.

b) PUBLIC HEARING: Second Reading for adoption of Ordinance 2025-05 An Ordinance of the Town of Silverton Amending Chapter 7 Article 2 Section 17 Subsection B and C of the Silverton Municipal Code Repealing the Exemption for Qualified Employees and Restrictions for Campers for Qualified Work Force

- Administrator Kaasch-Buerger provided background and explained that this is an administrative edit to the code/ a housekeeping action due to redundancy.
- No public comment.

Trustee Gardiner moved, and Trustee Halvorson seconded to approve the second reading for adoption of Ordinance 2025-05 An Ordinance of the Town of Silverton Amending Chapter 7 Article 2 Section 17



Subsection B and C of the Silverton Municipal Code Repealing the Exemption for Qualified Employees and Restrictions for Campers for Qualified Work Force. Passed unanimously with roll call.

c) PUBLIC HEARING: Second Reading for adoption of Ordinance 2025-06 An Ordinance of the Town of Silverton Amending Section 2-2-70 of the Silverton Municipal Code to Establish a New Start Time for Regular Meetings of the Board of Trustees

- Administrator Kaasch-Buerger provided background information.
- No public comment.
- Mayor Kraker commented that the main goal of this Ordinance is to encourage more public engagement.

Trustee Gardiner moved, and Trustee Halvorson seconded to approve the second reading for adoption of Ordinance 2025-06 An Ordinance of the Town of Silverton Amending Section 2-2-70 of the Silverton Municipal Code to Establish a New Start Time for Regular Meetings of the Board of Trustees. Passed unanimously with roll call.

d) PUBLIC HEARING: Second Reading for adoption of Ordinance 2025-07 An Ordinance of The Town of Silverton Repealing and Replacing Section 2-2-110- Order of Business of the Silverton Municipal Code to Establish a New Order of Business

- Administrator Kaasch-Buerger provided context regarding this Ordinance and the changes in how we structure our meetings.
- No public comment.

Trustee Goerge moved, and Trustee Halvorson seconded to approve the second reading for adoption of Ordinance 2025-07 An Ordinance of The Town of Silverton Repealing and Replacing Section 2-2-110- Order of Business of the Silverton Municipal Code to Establish a New Order of Business. Passed unanimously with roll call.

e) PUBLIC HEARING: Second Reading for adoption of Ordinance 2025-08 And Ordinance Creating an Improvement District in the Town of Silverton, County of San Juan, Colorado, to be known as The Town of Silverton 8th and Bluff Special Improvement District and Providing for the Method of Payment of Special Assessment

- Attorney Clayton Buchner provided a brief background on this Ordinance.
- No public comment.

Trustee Gardiner moved, and Trustee Wakefield seconded to approve the second reading for adoption of Ordinance 2025-08 And Ordinance Creating an Improvement District in the Town of Silverton, County of San Juan, Colorado, to be known as The Town of Silverton 8th and Bluff Special Improvement District and Providing for the Method of Payment of Special Assessment. Passed unanimously with roll call.

f) Resolution 2025-13 A Resolution of the Town of Silverton to Amend the Equivalent to Residential Rates (EQR) for Water and Sewer Rates Defining the EQR Multiplier for Auxiliary Dwelling Units (ADUs) and Vacant Land

- Administrator Kaasch-Buerger provided background information on this proposed Resolution.

Trustee Halvorson moved, and Trustee Gardiner seconded to approve Resolution 2025-13 A Resolution of the Town of Silverton to Amend the Equivalent to Residential Rates (EQR) for Water and Sewer Rates Defining the EQR Multiplier for Auxiliary Dwelling Units (ADUs) and Vacant Land. Passed unanimously with roll call.



g) Resolution 2025-14 A Resolution of the Town of Silverton Submitting an Application for and Requesting Designation as a Certified Local Government

- Community Development Director Lucy Mulvihill provided background information regarding this Resolution and the grant/ tax credit/ education benefits of becoming a CLG and the request to submit this application & its requirements.
- Trustee Gardiner asked why the town hadn't become a CLG in the past.
- Administrator Kaasch-Buerger stated that this hadn't been prioritized.
- Mayor Kranker asked about property owners opting out of being part of the historic structure list.
- Lucy Mulvihill clarified that any structure that is identified as a historic property can opt out and doesn't have to be a "contributing" property.
- Mayor Kranker reviewed some of the pros and cons for property owners and asked Lucy about some of the downsides of becoming a CLG.
- Lucy Mulvihill spoke about some of the things that the town has already done to make the process easier through the new Land Use Code.
- Administrator Kaasch-Buerger noted that this would add to staff capacity.
- Trustee Wakefield asked if we do this now and later decide to opt out, can we?
- Lucy clarified yes, we could opt back out later if we chose to do so.
- Mayor Kranker opened up public comment on this item.
- Paul Zimmerman spoke about the effects that this has on insurance policies and stated that the National Parks Service will force buildings to be on the list.
- Melody Skinner spoke about the invasive impact that the National Parks Service can have once something like this is adopted.
- Lucy clarified that being put on the local registry doesn't put them on the national registry.
- Mayor Pro Tem Harper spoke to both the pros and cons of this pursuit.
- Trustee Schnitker expressed support.
- Mayor Kranker spoke to this being a priority of the previous board and the work done towards this effort.
- The board gave staff directions to take note if this negatively affects any landowners in particular.
- Administrator Kaasch-Buerger stated there will be a check-in in the fall.

Trustee George moved, and Trustee Halvorson seconded to approve Resolution 2025-14 A Resolution of the Town of Silverton Submitting an Application for and Requesting Designation as a Certified Local Government. Passed unanimously with roll call.

h) Resolution 2025-15 A Resolution of the Town of Silverton Authorizing the Town Administrator to Engage McLiney and Company as Financial Advisors for the Evaluation of Funding and Debt Options for a New Wastewater Treatment Plant.

- Administrator Kaasch-Buerger provided context regarding this proposed Resolution and our need for financial advisors in managing such a large project and funding pool.
- Mayor Kranker spoke in support of contracting with these financial advisors.

Trustee Goerge moved, and Trustee Gardiner seconded to approve Resolution 2025-15 A Resolution of the Town of Silverton Authorizing the Town Administrator to Engage McLiney and Company as



Financial Advisors for the Evaluation of Funding and Debt Options for a New Wastewater Treatment Plant. Passed unanimously with roll call.

i) Resolution 2025-16 A Resolution of the Town of Silverton Approving an Amendment to the Town Administrator's Employment Agreement to Provide a Salary Adjustment and Extend Health Benefits to Spouse

- Mayor Kranker spoke to the many accomplishments of Administrator Kaasch-Buerger and the many reasons why she deserves the proposed salary adjustment and extended health benefits to her spouse in order to retain her as our town administrator.
- Trustee Gardiner and Trustee Halvorson echoed Mayor Kranker's sentiments.
- Mayor Pro Tem Harper added praise.
- Clerk Melina Marks asked when this would be effective if passed.
- The board clarified that this adjustment would be effective immediately upon adoption of the Resolution – effective as of the current pay period.

Trustee Gardiner moved, and Trustee Halvorson seconded to approve Resolution 2025-16 A Resolution of the Town of Silverton Approving an Amendment to the Town Administrator's Employment Agreement to Provide a Salary Adjustment and Extend Health Benefits to Spouse. Passed unanimously with roll call.

8) Discussion/Direction Items

a) 1809 Snowden Street Sewer Backup Reimbursement Request Letter

- Administrator Kaasch-Buerger provided context regarding this request.
- PW Admin Coordinator Stephen Mead spoke to this issue and historically, if the issue is on the town side, the work has been reimbursed.
- The board spoke about the danger of setting a precedent and needing more information on what is being reimbursed/ having more guidelines when things like this occur.
- Trustee Wakefield stated that if there are receipts for the \$2,000.00 then it would be reasonable to reimburse.
- Trustee Halvorson expressed desire to hear the full appeal.
- Attorney Buchner spoke about having written policy/ rule to back-up decisions like this.
- The board discussed how to approach this issue from a policy standpoint.
- The board gave staff directions to work with the homeowners to gather some additional information and develop a policy surrounding reimbursements to the public for issues like this up to \$5,000.00.

9) Committee Reports

a) 5.13 Historic Preservation Committee

- Trustee Schnitker provided an update.

b) 5.15 Library Board Meeting

- Administrator Kaasch-Buerger provided an update.

c) 5.19 Finance Committee

- Trustee George provided an update.

d) 5.20 Facilities, Parks and Recreation Committee

- Trustee Gardiner and Trustee Schnitker provided an update.

e) 5.20 San Juan Development Association Board Meeting



- Administrator Kaasch-Buerger provided an update.

f) 5.20 San Juan Regional Planning Commission

- Mayor Pro Tem Harper provided an update.

g) 5.21 Bonita Peak Planning Group

- Administrator Kaasch-Buerger provided an update.

10) Open Discussion/Future Agenda Items

a) Request for a Silverton Housing Authority Meeting on Monday, July 21st from 5pm-5:30pm and a Brownfields/Affordable Housing/Animas River Corridor Work Session from 5:30-6:30pm

- Administrator Kaasch-Buerger stated that the funding for the 9 townhomes has finally come through, so an additional meeting request date is Monday, June 30th @ 5:30pm.
- The board approved this request.
- The board additionally approved the request for the meeting presented in agenda item 10a.
- Mayor Kranker thanked Lisa Marrell and volunteers for their trash cleanup effort by the transfer station (37 bags of trash were collected) and additionally promoted the town-run town clean-up day.
- Mayor Kranker spoke about the recent trash issue.

11) Public Comment

- Melody Skinner suggested asking the local population about how to pay for the trash issue/ asking about local options in general.

12) 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 regarding the District Case Number 2024CV1 Appeal of Quasi-Judicial Decision; Inverse Condemnation regarding the Silverton Square building.

Trustee Gardiner moved, and Trustee Halvorson seconded to approve the Request to enter 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 regarding the District Case Number 2024CV1 Appeal of Quasi-Judicial Decision; Inverse Condemnation regarding the Silverton Square building. Passed unanimously with roll call.

Trustee George moved, and Trustee Gardiner seconded to approve the Request to exit 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 regarding the District Case Number 2024CV1 Appeal of Quasi-Judicial Decision; Inverse Condemnation regarding the Silverton Square building. Passed unanimously with roll call.

Adjourn @ 8:46pm

Up-coming Meeting Dates:

6.16 @ 9am Finance Committee Meeting
6.23 @ 5:30pm Regular Meeting



End of Agenda

Report Criteria:

Report printed and checks created

Due Date	Vendor Number	Name	Invoice Number	Net Due Amount	Pay	Payment Amount	Discount Amount	Remittance
06/20/2025	2140	BSJ C Card	202505BL	667.53	N	.00	.00	BSJ CC EFT PAYM
06/20/2025	2140	BSJ C Card	202505CL	1,804.45	N	.00	.00	BSJ CC EFT PAYM
06/20/2025	2140	BSJ C Card	202505FP	6,733.11	N	.00	.00	BSJ CC EFT PAYM
06/20/2025	2140	BSJ C Card	202505LB	1,265.30	N	.00	.00	BSJ CC EFT PAYM
06/20/2025	2140	BSJ C Card	202505P	1,296.42	N	.00	.00	BSJ CC EFT PAYM
06/23/2025	179	BMI	59571428	446.00	Y	446.00	.00	Vendor Address
06/23/2025	259	CASELLE INC	INV-07057	641.00	Y	641.00	.00	Vendor Address
06/23/2025	652	Ferguson Waterworks #1116	1607781/1	1,521.58	Y	1,521.58	.00	Vendor Address
06/23/2025	2086	Green Street Hospitality	6/13/2025	500.00	Y	500.00	.00	Vendor Address
06/23/2025	894	Image Net	C-CNIN10	1,145.05	Y	1,145.05	.00	Vendor Address
06/23/2025	916	Interstate Energy Inc	235915	637.40	Y	637.40	.00	Vendor Address
06/23/2025	1080	Lincoln National Life Insurance	1054110-B	699.03	Y	699.03	.00	Vendor Address
06/23/2025	1259	NALCO COMPANY LLC	66034385	1,450.91	Y	1,450.91	.00	Vendor Address
06/23/2025	2231	Paulette Church	2533	1,600.00	Y	1,600.00	.00	Vendor Address
06/23/2025	1534	ROSEBERRYS PLUMBING &	WO6243	2,492.41	Y	2,492.41	.00	Vendor Address
06/23/2025	1626	Seccuro	P-SINV-00	1,335.89	Y	1,335.89	.00	Vendor Address
06/23/2025	2218	Short Elliott Hendrickson Inc	489569	5,335.00	Y	5,335.00	.00	Vendor Address
06/23/2025	1670	SILVERTON LP GAS	3178	462.33	Y	462.33	.00	Vendor Address
06/23/2025	1686	SILVERTON STANDARD & TH	202700	764.80	Y	764.80	.00	Vendor Address
06/23/2025	1745	SPRUCE ELECTRICAL SERVI	8037	3,056.00	Y	3,056.00	.00	Vendor Address
06/23/2025	1784	Summit Fire and Security	3294173	1,294.10	Y	1,294.10	.00	Vendor Address
06/23/2025	1852	The WhistleStop	1802	1,701.64	Y	1,701.64	.00	Vendor Address
06/23/2025	2230	Wilbur Engineering Inc	11016	3,850.00	Y	3,850.00	.00	Vendor Address
Totals:				40,638.96		28,933.14	.00	

Number of invoices to be fully paid: 18
 Number of invoices to be partially paid: 0
 Number of invoices with no payment: 5
 Total number of invoices listed: 23
 Total checks from invoices selected: 18
 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
06/20/2025	11,705.82	.00	.00
06/23/2025	28,933.14	28,933.14	.00
	40,638.96	28,933.14	.00

Complete Yes

Town of Silverton 5% Total Sales Tax Collection
2 months in the rear

Row Labels	Column Labels								Change from year prior								Change from year prior (%)							
	2018	2019	2020	2021	2022	2023	2024	2025	2018	2019	2020	2021	2022	2023	2024	2025	2018	2019	2020	2021	2022	2023	2024	2025
Complete months (Y)	\$156,354	\$255,968	\$226,962	\$346,961	\$425,504	\$447,282	\$410,735	\$430,781	\$99,614	-\$29,006	\$120,000	\$78,543	\$21,778	-\$36,548	\$20,046	64%	-11%	53%	23%	5%	-8%	5%		
1	\$21,571	\$22,639	\$34,825	\$51,466	\$59,049	\$52,640	\$57,203	\$60,633	\$1,068	\$12,186	\$16,641	\$7,583	-\$6,410	\$4,564	\$3,429	5%	54%	48%	15%	-11%	9%	6%		
2	\$29,552	\$31,685	\$47,673	\$54,916	\$69,617	\$60,289	\$62,813	\$92,771	\$2,133	\$15,988	\$7,243	\$14,701	-\$9,328	\$2,524	\$29,958	7%	50%	15%	27%	-13%	4%	48%		
3	\$27,249	\$41,082	\$42,112	\$56,087	\$100,503	\$66,074	\$67,962	\$71,101	\$13,833	\$1,031	\$13,974	\$44,416	-\$34,429	\$1,889	\$3,138	51%	3%	33%	79%	-34%	3%	5%		
4	\$30,782	\$95,301	\$45,547	\$56,689	\$73,587	\$70,373	\$80,987	\$66,248	\$64,519	-\$49,754	\$11,142	\$16,898	-\$3,214	\$10,614	-\$14,739	210%	-52%	24%	30%	-4%	15%	-18%		
5	\$26,325	\$39,113	\$30,192	\$74,733	\$72,096	\$79,287	\$86,738	\$79,801	\$12,788	-\$8,921	\$44,541	-\$2,637	\$7,191	\$7,451	-\$6,937	49%	-23%	148%	-4%	10%	9%	-8%		
6	\$20,876	\$26,150	\$26,612	\$53,071	\$50,652	\$118,620	\$55,031	\$60,227	\$5,274	\$463	\$26,459	-\$2,418	\$67,968	-\$63,589	\$5,196	25%	2%	99%	-5%	134%	-54%	9%		
Incomplete months	\$729,857	\$867,206	\$845,351	\$1,256,616	\$1,171,503	\$1,349,471	\$1,396,228		\$137,349	-\$21,855	\$411,265	-\$85,113	\$177,968	\$46,758	-\$1,396,228	19%	-3%	49%	-7%	15%	3%	#NULL!		
7	\$65,849	\$62,039	\$35,471	\$91,726	\$88,207	\$53,803	\$114,400		-\$3,810	-\$26,568	\$56,255	-\$3,519	-\$34,404	\$60,598	-\$114,400	-6%	-43%	159%	-4%	-39%	113%	#NULL!		
8	\$99,552	\$131,639	\$111,567	\$238,529	\$202,941	\$230,955	\$229,211		\$32,087	-\$20,072	\$126,962	-\$35,588	\$28,014	-\$1,744	-\$229,211	32%	-15%	114%	-15%	14%	-1%	#NULL!		
9	\$188,368	\$222,786	\$212,227	\$290,429	\$269,781	\$318,372	\$315,873		\$34,418	-\$10,559	\$78,202	-\$20,648	\$48,591	-\$2,499	-\$315,873	18%	-5%	37%	-7%	18%	-1%	#NULL!		
10	\$151,055	\$188,565	\$192,949	\$240,614	\$239,549	\$297,609	\$291,920		\$37,510	\$4,384	\$47,665	-\$1,065	\$58,060	-\$5,689	-\$291,920	25%	2%	25%	0%	24%	-2%	#NULL!		
11	\$163,255	\$182,168	\$190,968	\$234,204	\$226,111	\$293,745	\$284,825		\$18,913	\$8,800	\$43,236	-\$8,093	\$67,634	-\$8,921	-\$284,825	12%	5%	23%	-3%	30%	-3%	#NULL!		
12	\$61,779	\$80,009	\$102,170	\$161,114	\$144,914	\$154,987	\$160,000		\$18,230	\$22,161	\$58,944	-\$16,200	\$10,073	\$5,013	-\$160,000	30%	28%	58%	-10%	7%	3%	#NULL!		
Grand Total	\$886,211	\$1,123,174	\$1,072,313	\$1,603,577	\$1,597,007	\$1,796,753	\$1,806,963	\$430,781	\$236,963	-\$50,861	\$531,264	-\$6,570	\$199,746	\$10,210	-\$1,376,182	27%	-5%	50%	0%	13%	1%	-76%		



Town of Silverton

June 9, 2025

Lucy Mulvihill
Community Development Director
lmulvihill@silverton.co.us

Jim Harper
Grant Imperial Hotel
PO 57
Silverton, CO 81433
Email: jimharper@grandimperialhotel.com

Re: Notice of Decision – [25-07 TUP 1171 Greene St](#)

Dear Mr. Harper,

The Town of Silverton has completed its review of your Temporary Use Permit application for the seasonal operation of Summer Seasonal Enterprise Businesses, including food trucks and retail, at 1171 Greene Street.

In accordance with Chapter 15 of the Town of Silverton Municipal Code (Land Use Code), your application has been approved. The approved seasonal uses may continue as proposed.

The Temporary Use Permit is valid through October 31, 2025. If you wish to extend the permit beyond this date, please submit a written request to the Community Development Department prior to the expiration date.

If you have any questions, please don't hesitate to reach out.

Best regards,

Lucy Mulvihill
Community Development Director
Town of Silverton
Planning@silverton.co.us
970.946.9408



Town of Silverton

June 5, 2025

Lucy Mulvihill
Community Development Director
lmulvihill@silverton.co.us

Christopher & Megan Brosh
Dera Deli
PO 554
Silverton, CO 81433
Email: cbrosh21@gmail.com

Re: Notice of Decision – [25-09 HDO 1124 Greene St](#)

Dear Mr. & Mrs. Brosh,

The Town of Silverton has reviewed your Historic District Overly, Minor application for the exterior alterations of the structure located at 1124 Greene St. In accordance with Chapter 15 of the Town of Silverton Municipal Code (Land Use Code), your application has been approved.

Next Steps:

1. Building Permit – Please contact Building Official Bevan Harris to apply for a Building Permit
2. Expiration – This approval is valid until June 5, 2026. If you require an extension, please reach out before then.

Please feel free to reach out if you have any questions.

Best regards,

Lucy Mulvihill
Community Development Director
Town of Silverton
Planning@silverton.co.us
970.946.9408



AGENDA MEMO

SUBJECT: Special Event Notice: Silverton Alpine Marathon/Kendall Mountain Run
STAFF CONTACT: Sarah Friden, Facilities, Parks & Recreation Director
MEETING DATE: 6/23/25

Overview:

Aravaipa Running has submitted a Special Event Application for the Silverton Alpine Marathon and Kendall Mountain Run, scheduled for **July 19–20th, 2025**.

- **July 19:** Silverton Alpine Marathon – starts/finishes at Memorial Park, uses Alpine Loop (under BLM permit).
- **July 20:** Kendall Mountain Run – starts in town, ascends to the summit and back (also under BLM permit).
- Local EMS (Silverton-San Juan County Ambulance) contracted for medical support.
- Race Director Noah Daugherty is present via Zoom to address past concerns.
- Aravaipa is also sponsoring this year's 4th of July Fun Run

Recommendation: Staff recommends approval pending resolution of outstanding concerns.

Budget Impact: N/A

Master Plan Priority: Strategy D: Plan and Host Events Targeting Locals

Motion or Direction: Motion to approve the Special Event Application for Aravaipa Running's Silverton Alpine Marathon and Kendall Mountain Run, scheduled for July 19–20, contingent upon all outstanding concerns being addressed to Board's satisfaction.



Town of
Silverton

**Notice of Intent to Conduct a Special Event or Civic Function
Within Incorporated Town Limits**

This Release and Indemnification Agreement shall be effective as of the date set forth below and shall be binding upon me, my successors, representative, heirs, executors, assigns, transferees, and any other person(s) who may enter the premises upon my invitation.

Executed this, the 28th day of January, 2025, by the person whose name and signature appear below.

Signature of Responsible Party:

Date:

01/28/2025

Printed Name:

Jason T Gerhart

Date:

01/28/2025

OFFICIAL USE ONLY BELOW THIS LINE

AGENCY	AUTHORIZED SIGNATURE	DATE
San Juan County Sheriff		<u>06/18/25</u>
Silverton/San Juan EMS		
Office of Emergency Management		
Silverton Board Of Trustees		

TOWN OF SILVERTON DEPARTMENT	AUTHORIZED SIGNATURE	DATE
Facilities, Parks, Recreation		
Public Works		
Administrator		
Communications and Events Manager		

APPLICATION PROCESSING FEES		
<100 PARTICIPANTS		\$100.00
100-500 PARTICIPANTS		\$200.00
>500 PARTICIPANTS		FEE TO BE NEGOTIATED
Date Payment Received: _____		Payment Processed By: _____
Payment Amount: _____		Payment Type: _____

THANK YOU FOR CONSIDERING SILVERTON FOR YOUR SPECIAL EVENT!!



Town of **Silverton**

Notice of Intent to Conduct a Special Event or Civic Function Within Incorporated Town Limits

EVENT ORGANIZER CONTACT INFORMATION

Application Date: Jan. 28th, 2025 Organization: Aravaipa Running and Rides
Contact Name(s): Jason Gerhart
Mailing Address: 578 Silverton CT. Colorado Springs, CO. 80919
E-mail Address: jason@aravaiparunning.com
Phone (Primary): 212-671-2883 Phone (Secondary):

EVENT INFORMATION

Proposed Event: Silverton Alpine and Kendall Mountain Trail Races

Event Date(s): From: July 19th, 2025 To: July 20th, 2025
Event Times: From: 6:00am To: 6:00pm

EVENT DESCRIPTION

Event Overview & Timeline:
Silverton Alpine Marathon | 50K | 8-Mile

Date: Saturday, July 19, 2025

Start Times:

6:30 AM - 50K

7:00 AM - Marathon (~26.7 miles)

8:00 AM - 8-Mile

Location: Silverton Memorial Park

Kendall Mountain Run

Date: Sunday, July 20, 2025

Start Time: 7:00 AM

Location: 13th Street & Greene, Silverton, CO

Event Timeline:

Set-Up: Thursday, July 17, 2025 | 7:00 AM - 5:00 PM

Set-Up: Friday, July 18, 2025 | 7:00 AM - 6:00 PM

Race Day: Saturday, July 19, 2025 | 5:00 AM - 11:00 PM

Race Day: Sunday, July 20, 2025 | 5:00 AM - 3:00 PM

Breakdown: Sunday, July 20, 2025 | 7:00 AM - 3:00 PM

We expect around 800-900 participants throughout the weekend across both events. Both races will feature local EMS teams stationed at our Race HQ, with volunteers at key points to help guide runners. We'll also make sure proper signage and safety measures are in place throughout the weekend.

PROPOSED EVENT LOCATION/ROUTE/PARKING PLAN

(Please refer to attachment requirements)

Main Aid/ Race HQ Location:
Silverton Memorial Park
Greene St
Silverton, CO 81433

Parking Plan:
Silverton Memorial Park
and Street Parking

Course Maps
Silverton Alpine - <https://caltopo.com/m/70HS>
Kendall Mountain - <https://caltopo.com/m/VLGH>

EVENT SCOPE

(List number of participants, employees and volunteers expected as well as a list of events proposed)

We expect around 800-900 participants throughout the weekend across both events. Both races will feature local EMS teams stationed at our Race HQ, with volunteers at key points to help guide runners. We'll also make sure proper signage and safety measures are in place throughout the weekend.



Town of
Silverton

**Notice of Intent to Conduct a Special Event or Civic Function
Within Incorporated Town Limits**

YES NO - Will this event have Vendors?
 YES NO - Will this event serve food and drinks?
 YES NO - Will this event have alcoholic beverages?

If Yes, a Special Event Liquor Permit will be required.

YES NO - Will this event have ticket sales or an admission fee?
 YES NO - Will this event host outdoor camping?
 YES NO - Will animals, dangerous materials or explosive materials be used during this event?

If YES, please explain:

ATTACHMENTS REQUIRED

- Location Map – The Location Map should include clearly marked boundaries and any detour(s), barrier(s) proposed, parking area, security arrangements, and medical personnel location(s).
- Operations Plan with an explanation of Safety, Medical, and Security Plans. (If applicable)
- Certificate of Liability Insurance Naming the Town of Silverton, all Vendors and Event Participants as additionally insured.
- Written permission from property owner to occupy the premises for proposed event.

COMPLIANCE AGREEMENT

The undersigned hereby certifies that I/we agree to assume any and all responsibility and to abide by all rules, regulations and conditions as set forth in the town of Silverton rules, regulations, conditions and stipulations of this permit, and codes for traffic control. The undersigned shall follow the manual on uniform traffic control devices, latest edition, as it relates to this permit and special conditions. If any requirements or conditions of this permit are not in compliance, the permit shall be revoked by order of the Code Enforcement Officer. I/we agree to vacate the right-of-way as directed by the Code Enforcement Officer.

RELEASE AND INDEMNIFICATION

In consideration for being permitted to enter upon the property of the Town of Silverton, Colorado, for the purpose of conducting business, meetings, or events upon said premises, I, the undersigned, hereby acknowledge, represent, and agree as follows:

- I acknowledge that my presence on the Town's property may involve risks of injury, loss or damage.
- I expressly assume all risks of injury, loss, or damage to myself or any third party arising out of or in any way related to my presence on the Town's property.
- I exempt, release, and discharge the Town, its officers, its employees, and its agents from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to my presence on the Town's property.
- I agree to defend, indemnify, and hold harmless the Town, its officers, employee agents, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any way related to my presence on the Town's property.
- I further agree to be fully responsible for and to render payment to the Town for, any damages to the Town's property, which occurs during my use of such property, and which is in any way related to my presence on or use of town property.

1. The Lessee agrees to pay lesser a damage deposit in the amount of ~~\$300~~ payable 60 days prior to event.
2. The Lessee agrees remove all trash, remove all items brought in. The Lessee will be billed for any costs that exceed their deposit.
3. The Lessee will occupy the premises for the purposes stated, will occupy only the space(s) leased, will respect the right of others to use other portions of Memorial Park, and will not permit or suffer any disorderly conduct, noise, or nuisance whatever about said premises which might have a tendency to annoy or disturb any persons occupying other portions of the building.
4. All events will be terminated at midnight, unless prior approval is granted by the Town of Silverton. A minimal of 72 hours is required to extend rental times. No guarantee that such requests will be met.
5. The lessee shall not do any construction work on the premises or make changes without the prior expressed written consent of the Town of Silverton.
6. There will be no animals, dangerous vehicles or materials, or explosives used in this location.
7. No tent staking on the grounds.
8. The use of staples, nails, screws, duct tape or glue is NOT allowed. Removable tape is acceptable for applying decorations.
9. This agreement may be canceled upon the occurrence of any of the following:
 - a. Failure of the Lessee to pay any fees, rents or charges when due or failure of Lessee to comply with the terms of this lease;
 - b. Issuance by any court of an injunction in any way preventing the use of the premises;
 - c. When, through an act of God or other casualty, the premises become unusable;
 - d. Either party may cancel by giving the other notice in writing at least 60 days prior to any event. Failure of Lessee to provide such notice will result in forfeiture of 10% of use of facility fee and non-refundable "hold date" deposit.
 - e. The lesser shall have the right to terminate this agreement at the Lessors discretion, if in Lessor's determination the events planned for the facility might cause damage to the premise, or might not be in the best interest of the public, or Town of Silverton.
10. Lessee acknowledges and agrees that lesser has no obligation to provide Lessee with written accounting of the funds retained from the Lessee's damage deposit.
11. Lesser agrees to pay for any lost keys and the full cost of re-keying or replacing any locks to which such key provides personal access.
12. ALCOHOL: Must have a designated "ID checker". No alcohol consumption to any persons under the age of 21. All Colorado state law must be followed.
13. All outstanding balances due are subject to a \$35.00 late fee and a 1.5% interest charge per month.

RELEASE & INDEMNIFICATION

In consideration for being permitted to enter upon the property of the Town of Silverton, Colorado, for the purpose of conducting business, meetings, or events upon said premises, I, the undersigned, hereby acknowledge, represent and agree as follows:

- I acknowledge that my presence on the Town's property may involve risks of injury, loss or damage.
- I expressly assume all risks of injury, loss, or damage to myself or any third party arising out of or in any way related to my presence on the Town's property.
- I exempt, release, and discharge the Town, its officers, its employees, and its agents from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to my presence on the Town's property.
- I agree to defend, indemnify, and hold harmless the Town, its officers, employees agents, insurers, and self insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any way related to my presence on the Town's property.
- I further agree to be fully responsible for and to render payment to the Town for, any damages to the Town's property, which occurs during my use of such property and which is in any way related to my presence on or use of town property.

This Release and Indemnification Agreement shall be effective as of the date set forth below and shall be binding upon me, my successors, representative, heirs, executors, assigns, transferees, and any other person(s) who may enter the premises upon my invitation.

This contract executed on the 21 ~~March~~ 2025, by the person whose name and signature appear below.

OSignature of Responsible Person:Jason T Gerhart _____ Date: March, 21,2025 _____

Printed Name: Jason Gerhart _____ Date: March, 21, 2025 _____

FOR TOWN OF SILVERTON USE ONLY

Reviewed By: _____

Date: _____

	Silverton Resident		Government Entity		Non-Profit Organization
	Non-Resident	X	Commercial		(Local) Non-Profit Organization

Reservation Deposit		Payment		Date Paid	
Rental Balance Due		Payment		Date Paid	
Damage Deposit		Check #		Date Paid	

Reservation Deposit required to hold facility rental date; remainder of Rental Balance is due on 05/09/2021. Non-payment forfeits deposit. Damage Deposit due with rental balance payment. The building will be inspected within 5 business days following event; if no damage is present and cleaning is complete (per contract) deposit check will be returned. If there is cleaning necessary above the normal janitorial duties it will be withheld from deposit at the rate of \$50.00/ hour.

PLEASE MAKE CHECKS PAYABLE TO: Town of Silverton Box 250, Silverton, CO 81433

THANK YOU FOR CONSIDERING SILVERTON FOR YOUR EVENT!!!

Event Overview & Operating Plan Timeline:

Silverton Alpine Marathon | 50K | 8-Mile

- Date: Saturday, July 19, 2025
- Start Times:
 - 6:30 AM – 50K
 - 7:00 AM – Marathon (~26.7 miles)
 - 8:00 AM – 8-Mile
- Location: Silverton Memorial Park

Kendall Mountain Run

- Date: Sunday, July 20, 2025
- Start Time: 7:00 AM
- Location: 13th Street & Greene, Silverton, CO

Event Timeline:

- Set-Up: Thursday, July 17, 2025 | 7:00 AM - 5:00 PM
- Set-Up: Friday, July 18, 2025 | 7:00 AM - 8:00 PM
- Race Day: Saturday, July 19, 2025 | 5:00 AM - 11:00 PM
- Race Day: Sunday, July 20, 2025 | 5:00 AM - 3:00 PM
- Breakdown: Sunday, July 20, 2025 | 7:00 AM - 3:00 PM

We expect around 800-900 participants throughout the weekend across both events. Both races will feature local EMS teams stationed at our Race HQ, with volunteers at key points to help guide runners. We'll also make sure proper signage and safety measures are in place throughout the weekend.



Town of Silverton
1360 Greene Street | PO Box 250
Silverton, CO 81433
(970) 387-5522

XBP Confirmation Number: **234479726**

► Transaction detail for payment to Town of Silverton.		Date: 06/17/2025 - 2:51:14 PM MT
Transaction Number: 245367630 Visa — XXXX-XXXX-XXXX-1346 Status: Successful		
Account #	Item	Quantity
	Memorial Park Rent	1
Notes: Silverton Alpine & Kendall Mountain Trail Races 2025		

TOTAL: \$1800.00

Billing Information

Noah Dougherty
85034

Transaction taken by: Admin mmarksCaselle Melina



Town of Silverton

MEMORIAL PARK & GAZEBO USER APPLICATION

Application Date: 03/21/2025 Organization: Aravaipa Running, LLC

Contact Name(s): **Jason Gerhart**

Mailing Address: 2401 S 24th St., Phoenix AZ 85034

E-mail Address: jason@aravaiparunning.com

Phone (Primary): 212-671-2883 Phone (Secondary):

Proposed Activity: **Kendall Mountain Run & Silverton Alpine Run**

Inclusive Date(s): From: **07/19/2025** To: **07/20/2025 EOD**

Hours Needed: From: **N/A** To: **N/A**

Estimated Number of Participants: 450 per event

<u>RENTAL SPACE</u>	<u>TOTAL</u>	<u>USER FEE</u>
MEMORIAL PARK & GAZEBO (1 Half Day + 2 Full Days)		\$1,300.00

FOOD DETAILS

Is this a Catered Event? No

Name of Caterer : _____

Address : _____

Phone : _____

REQUEST TO SERVE ALCOHOL AT MEMORIAL PARK & GAZEBO

* The above applicant desires to serve alcohol at the function described above. { } Yes { } No

* If alcohol is desired, it must be contained to your private party and you will need to attach to this application documentation showing the following:

- **A LOCATION MAP:** that includes clearly marked boundaries and any barrier(s) proposed enclosing the private party where the alcohol will be served.

USER AGREEMENT

This agreement covers the leasing of the Memorial Park & Gazebo, with the Town of Silverton

as the Lessor, Aravaipa Running, LLC as the Lessee.



Town of Silverton

TOWN OF SILVERTON PUBLIC RIGHT OF WAY CLOSURE PERMIT APPLICATION

03/21/2025

Date

Jason Gerhart

Name of applicant

212-671-2883

Phone number

5070 List Drive

Street

jason@aravaiparunning.com

Email

Colorado Springs, CO

City and state

80919

Zip code

Silverton Alpine and Kendall Mountain Trail Races

Name of Event

Trail Race

Reason for Closure

0

Estimated number of vehicles

350

Estimated number of persons

Closure Date July 20, 2025

Closure Times Start time 6:45am End time 7:20am

Closure Description & Location (4 block maximum, please attach a map):

Last year we blocked off Greene Street from 13th to 14th with barricades from 6:45am - 7:20am.



Town of **Silvertton**

Closures of the public right of way must be approved by the Silverton Board of Trustees at a public hearing. If permit is granted, permittee is responsible for providing necessary barricades, signage, and staffing to manage the closure. Closures are assumed to be a maximum of 4 hours; additional fees will be charged for closures longer than 4 hours. Closures must be posted 48 hours in advance at the location of the closure, and at least 1 week prior in the Silverton Standard newspaper.

Greene or Blair Street Closure: \$500 per day (4 blocks, 4 hour increments)
Other Rights of Way: \$250 per day (4 blocks, 4 hour increments)

Official Use Only Bellow This Line

Department	Approval	Disapproval	Date	N/A
San Juan County Sheriff / Fire Marshal				
Silvertton Public Works				
Silvertton Board of Trustees				

Public Hearing Advertised On: _____ Public Hearing Held On: _____

Action of the Board of Trustees:

Fee Paid: _____ Attest: _____ Date: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nicholas Hill Group, Inc. 1586 S 21st St, Colorado Springs, CO 80904	CONTACT NAME Andrea Slatte
	PHONE (A/C, No, Ext): 719-694-2595
INSURED Aravaipa Running, LLC 2401 S 24th St, Phoenix, AZ 85034, USA	EMAIL ADDRESS andrea@nicholashillgroup.com
	INSURER(S) AFFORDING COVERAGE NAIC INSURER A : Everest National Insurance Co. 10120

COVERAGES		CERTIFICATE NUMBER:			REVISION NUMBER:		
INSR	TYPE OF INSURANCE	ADD INS	SUBR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			SI8RU02480-251	01/17/2025	01/17/2026	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (\$300,000 (Ea occurrence))
							MED EXP (Any one person) N/A
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$1,000,000
							LIQUOR LIABILITY \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTO <input type="checkbox"/> NON OWNED AUTO <input type="checkbox"/> HIRED AUTOS ONLY		<input type="checkbox"/>				COMBINED SINGLE LIMIT (\$ (Ea accident))
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Hired Non-Owned Liab N/A
A	UMBRELLA LIAB <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION <input type="checkbox"/> DED <input type="checkbox"/> \$		<input checked="" type="checkbox"/>	SI8EE00139-251	01/17/2025	01/17/2026	COMBINED SINGLE LIMIT (\$ (Ea accident))
							BODILY INJURY (Per person) \$3,000,000
							BODILY INJURY (Per accident) \$3,000,000
							PROPERTY DAMAGE (Per accident)
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY - Y/N <input checked="" type="checkbox"/> No	N/A					COMBINED SINGLE LIMIT (\$ (Ea accident))

DESCRIPTION OF OPERATIONS: SPECIAL EVENTS Including Events & Day-to-Day Operations Certificate holder is added as Additional Insured per form ECG 20 600 - Additional Insured - Automatic Status When Required in a Written Agreement with You and/or CG 20 26 - Additional Insured - Designated Person or Organization on a Primary and Noncontributory basis under this General Liability Insurance and shall include a Waiver of Subrogation in favor of the Additional Insured. Host Liquor Liability included. None

CERTIFICATE HOLDER

Town of Silverton
P.O. Box 250
Silverton, Colorado, 81433

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:

Silverton & San Juan County Special Events Plan Matrix and Template

Emergency Preparedness for Special Events

Tyler George
Tyler.george@silvertonrescue.org

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1. Introduction

1.1 This document should be used to set up a comprehensive emergency medical plan for Special Events in Silverton and San Juan County. To get Town or County Approval, applicants must submit a plan in order to get the required signatures from the Emergency Medical Service Directors (Office of Emergency Management, Fire Department, Ambulance Association, Search & Rescue). This document is a guideline to help organizers build a plan depending on the size of the event (number of people), the area of the event (footprint), the type of event (indoor, outdoor), and/or specific medical needs.

1.2 Purpose

The purpose of this document is to provide emergency medical requirements (EMR) coordination at Special Events within Silverton & San Juan County as necessary to protect public health.

1.3 Definitions

“Event Coordinator”-an individual or entity responsible for seeking permit(s), obtaining approvals, and maintaining compliance with applicable Codes for the Event.

“Special Events”-these events include, but are not limited to, a race, a parade, a festival, a walk or procession, or any other event requiring the temporary use of public property in the Town or County (or any event that requires approval from the Town or County Board).

“Health & Medical Plan” (HMP) is a plan that demonstrates that the Event Staff have the ability to treat any emergency, accident, unforeseeable weather occurrence, or any other instance where participants, staff, and/or volunteers could become hurt or injured.

2. Developing the Health & Medical Plan

2.1 The special event(s) Health & Medical Plan (HMP) must be submitted by the Event Coordinator at least thirty (30) days prior to the event. The plan will be reviewed by the Director of the Silverton Medical Rescue (SMR), the Director of the Office of Emergency Management (OEM), the Chief of Silverton San Juan Volunteer Fire Department (SVFD), and the San Juan County Sheriff (SJCSO).

2.2 At a minimum, the HMP must include the following elements:

a. Event Type & Size

Consult the HMP Matrix on pg. 7 to identify the size and footprint of the event.

The plan should include a brief description of the event, the time and date of the event, the location, and a history of previous events.

b. Nature of the Event

Identify the type of activity at the event (athletic/sporting, awareness/support, parade/block party/street fair, conference/convention), and whether alcohol or cannabis consumption is anticipated.

c. Participant Numbers

Identify the estimated total number of participants. If possible, estimate the number of attendees per hour, and the projected peak attendance times. If the participants are not the same as spectators, include the projected number for each group. The estimated number of event staff should be listed separately.

d. Onsite Medical Coverage/Assets

The Size of the event determines the required medical assets.

- I. Identify whether medical providers will be 'on scene' to provide care, and whether they will provide medical transport
- II. Identify the locations of the medical station(s) for the event if any
- III. Identify the level of care that will be available onsite:
 - First Aid (CPR, AED)
 - Basic Life Support (BLS)
 - Advanced Life Support (ALS)
 - Physician (MD)
- IV. Identify on-scene equipment
 - Ambulance(s)/Snowmobile(s)/OHV(s)/Helicopter(s)
 - Automated External Defibrillator (AED)
 - Tents, tables, chairs
 - Wheelchairs, cots
 - Medical supplies/equipment

e. Communications

Identify the onsite coordinators for the event day, include how they will be contacted. What is the communications plan for staff and the public, and whether the event management staff are part of a unified or citywide command?

f. Ingress & Egress

Identify any pre-designated ingress and egress points for participants, emergency personnel, and vehicles.

g. Environmental Considerations

Identify whether extreme weather is anticipated (such as high heat, snow, extreme cold, and or wind.) Identify whether water will be available to participants at no cost, and whether there will be cooling stations and/or warming huts.

**If the event is happening during the winter months, or if there is snow on the ground, and if the event is taking place in avalanche terrain, each event should have a snow safety and avalanche expert on staff. This 'Safety Officer' should fill out a Morning Report (AM report) for each day the event takes place, and this information should be disseminated to the event staff and contestants.

3. Emergency Medical Requirements Approval

3.1 Emergency Medical Plan approval is at the discretion of the Director of SMR and the Director of OEM.

3.2 Other signatures required for the Town of Silverton Special Event Application include SJCSO, SAR, SVFD.

3.3 If applicable, per Town and County rules, event organizers may need the signatures of Silverton Public Works, San Juan County Road & Bridge, San Juan County Commissioners, BLM, and/or Forest Service (check with Silverton Town Hall for these requirements).

3.4 The event Coordinator is required to comply with, and implement the approved HMP for the Event

3.5 Approval of the HMP does not waive the applicant's obligation to comply with all applicable rules, regulations, and requirements outlined by the Town of Silverton's Special Events requirements, including but not limited to: food vendor requirements, noise ordinance, social consumption requirements, COVID-19 Social Distancing Requirements, etc.

3.6 Directors of OEM & SMR approval of the HMP will be considered a final decision by the Town of Silverton Board of Trustees

4. Enforcement and Penalties

4.1 If the Event Coordinator does not comply with, or implement the approved HMP, future applications may not be considered.

4.2 SMR or OEM may inspect a Special Event for compliance with the approved HMP. If an inspection reveals any material departure from an approved HMP, such departure will be a violation of the rules and may result in the cancellation of the event and future denials of application.

4.3 Failure to comply with approved HMP may also result in fines applicable by the Town of Silverton code enforcement.

5. Medical Provider Agency

5.1 All medical providers must be certified to provide care in the State of Colorado, pursuant to Colorado laws and statutes. Those operating as EMTs, and Paramedics (EMT-P) must be certified and operating under an approved Medical Director.

5.2 If the event has contracted medical providers, it is imperative that either the contracted provider or the event organizer produces a medical plan for the event, complete with the providers and medical assets list. If medical assets are allocated throughout a course, an event map should be provided marking where the medical providers, assets, are located.

5.3 If an event has contracted EMS providers other than Silverton San Juan County Ambulance Association, those contracted EMS providers should contact SMR at least 24 hours prior to the event to notify them of their presence and to provide for two-way communications in the case of an emergency call from the event.

6. Communications Plan

6.1 Ensure procedures are in place to communicate with and between staff, security, volunteers, and medical providers, including communications with:

- a. Volunteers/staff and medical personnel located at the medical aid station(s) and with mobile medical teams.
- b. Event management staff
- c. Event operations staff

7. Pre-Event Meetings/Debriefs

7.1 The Town may request or schedule meetings to coordinate event organizers and Town Stakeholders proximal to the event, with event staff. The purpose of the meeting is to review the event plans, and in relation to the health and medical planning, to evaluate the communication plan, the medical assets available during the event, and to share any actionable information about the event that pertains to safety and health.

7.2 The Town may request a debrief regarding the accident before allowing the event to continue.

8. Mass Casualty Incidents

8.1 In the event of a Mass Casualty Incident, control of the Event will be taken over by a San Juan County Office of Emergency Management or one of their designees with a minimum completion of Incident Command Structure (ICS) 100, 200, 300, 700, subject to C.R.S 24-33.5-705.4.

ATTACHMENT A
Special Events Health and Medical Plan Matrix

***Please note that these requirements may vary depending on dynamic factors of the event.*

Event Characteristics	Recommended Medical Providers and Assets							
Estimated Attendees	Comms Coordinator ¹	CPR, AED, 911 ²	BLS ³	ALS	MD ⁴	Ambulance ⁵	Mobile Med Teams ⁶	Aid Stations ⁷
Small Footprint⁸								
<100	SUG	REQ	SUG					
100-500	SUG	REQ	REQ					
500-1,000	REQ	REQ	REQ	REQ	SUG	SUG	SUG	
Large Footprint⁹								
<100	REQ	REQ					SUG	REQ
100-500	REQ	REQ	REQ	REQ		SUG	SUG	REQ
500-1,000	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ
1,000-5,000	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ

REQ=Required, **SUG**=suggested (Planning matrix is based upon FEMA guidance for special events, and Silverton's experience managing special events.)

¹ A communications coordinator operates from a command post or event operations center, using radios to communicate with staff. ² SMR recommend that an automated external defibrillator be on site and immediately available at all events, AED is assumed to be of BLS, ALS, and MD capability.

³ Onsite BLS assumes an EMT WITH the equipment to complete any interventions under their scope of practice.

⁴ MDs or Physicians on site can allow patients to be treated and released, mitigating the need for ambulance transports in some cases!

⁵ Standby or 'on-scene' ambulances are a valuable adjunct to onsite BLS providers as they can package the patient and prepare them for transport. An on-scene ambulance is required if you have on-scene ALS or MD on scene as they cannot give patient care up to their scope of practice without the tools and equipment on the Ambulance.

⁶ Mobile medical teams are necessary when the event has a large footprint (e.g., any race that takes place over 5 miles), events with large crowds and/or other barriers that effect the timely ingress and egress of Ambulance. May include foot-patrol, bicycle medics, snowmobiles, ATVs, and other mobile assets.

⁷ Aid stations are required for large footprint events that travel through the backcountry in San Juan County, the mountainous terrain in our county can cause any number of injuries or accidents and keeping tabs on participants in this terrain is of paramount importance. The best way to check on participants is by having multiple aid stations throughout the course. These should operate in cooperation with the Event Coordinator and the Medical Teams.

⁸ Small Footprint events are events that are contained within the City Limits or are contained within one square mile in the county. ⁹ Large Footprint Events are those events that travel throughout the County or any event that uses more than one square mile of space.

Silverton Medical Rescue

P.O. Box 493 1450 Greene Street Silverton, CO 81433 P970.946.1998 F970.3875170

Special Events Contract

This contract is entered in to by the Silverton Medical Rescue, located at 1450 Greene Street in Silverton Colorado, here after referred to as SMR and Aravaipa located at

5070 List Drive in Colorado Springs, Colorado

On this 2 day of May, 2025

The sponsor assigns responsibility of payment for treatment and/or transport of registered participants to the participant. (If sponsor is responsible, please provide medical insurance information upon return of this contract). It is understood that if, during the Event named in this contract, an emergency unrelated to the Event requires the use of the contracted resources, this contract may be partially or wholly terminated immediately at the discretion of the SMR.

The SMR agrees to provide EMS services for the following event:

Event Name: Silverton Alpine Marathons Event Date: 7/19/2025

Event Location: Silverton, CO (If Event is considered "large footprint" please attach Map)

Time the SMR resources are requested: 0630 to 1800 plus drive time

Number of EMTs (BLS) personnel 3 at the rate of \$25.00 per hour

requested: Number of ALS Personnel 1 at the rate of \$50.00 per hour

requested: Number of Ambulances 1 at the rate of \$ 75.00 per hour

requested: + 1 OHV at a rate of \$75.00/hr

11.5hrs total

25x11.5= 287.5

50x11.5= 575

150x11.5= 1725

TOTAL= 2587.50

Total Event Quote: \$

Will alcohol be served at this event? Yes /

Comments:

Ambulance, Race HQ @ Memorial Park: 1 EMT(BLS), 1 Paramedic (ALS)

OHV, California Pass Aid Station: 2 EMTs (BLS)

It is also further understood that the sponsor shall pay for the costs of this event within 30 days of the date billed on the invoice. This statement does not include any claims filed with an insurance company. If payment is not received within 30 days, the account will be turned over to a billing agency for collections.

Signature of SMR Director

Tyler George

Printed Name of SMR Director

Tyler George

Authorized Signature for Sponsoring Event

Noah Dougherty

Printed Name of Authorized Person of Event

Noah Dougherty

**The Special Event Contract only needs to be filled out if you would like to contract Silverton Medical Rescue to staff your event. If you would like to contract SMR, please call 970.946.1998 or email nancystanley@silvertonrescue.org

SMR ask that you be in contact at least 30 days prior to your event and if it is taking place from June through September, the preference is 90 days' notice, as that is the time of year with the highest call volume and SMR may not be able to staff your event.

Any emergency in the Town of Silverton or San Juan County takes precedence over any special event and it is understood that SMR may terminate the Special Event Contract at any time if the assets are needed for a local emergency. It is further understood that if, upon inspection of an event, the coordinator is not following the health and safety plan it put in place, SMR may terminate the contract, which may result in the event being cancelled.

ATTACHMENT C
SPECIAL EVENTS HEALTH AND MEDICAL PLAN TEMPLATE

Primary Event Medical Provider			
Primary Contact	Phone: 9709461998	Email: Silvertonems@gmail.com	
Dispatch/Coordinator Phone: 911	Command Post/Medical Headquarters (location):		
Are radios being used for event operations? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Do medical Providers have event radios? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Communications Plan			
Primary Event Coordinator, Event day:	Phone:	Radio Channel: UHF800: SilvertonAMB VHF:Sar 1	
Primary Medical Control: Dr. David Hughes	Phone: N/A	Radio Channel: N/A	
Medical Provider Lead:	Phone:	Radio Channel:	
Event Group Channel:	Assignment (Radio Channel):		
Medical Personnel and Assets			
Personnel Type	Number	Asset Type	Number
CPR/First Aid		AED(s)	1
BLS Providers	3	Bicycle Medic(s)	
ALS Providers	1	ATV(s)	1
MD(s)	1	Ambulance(s)	1
	These assets are per day.	Aid Station(s)	1

Please include a map of the event, specifically the same map that you provide to the Town of Silverton in your Special Event Application.

Dear Town of Silverton Honorable Trustees,

Thank you for the opportunity to present how we plan to direct this year's Silverton Alpine and Kendall Mountain Trail Races, improve upon past challenges, and continue supporting the town and community of Silverton, CO.

Introduction

My name is Jason Gerhart, and I am the Race Director for Aravaipa Running & Rides in Colorado. I am incredibly proud to direct the Silverton Alpine and Kendall Mountain Trail Races, and I am committed to ensuring these events continue to thrive.

This will be my second year directing these races, and I've grown tremendously since last year. By the time we reach the 2025 races, I will have directed 30 events across Colorado. 2024 marked the first time Aravaipa had a full-time Colorado Race Director, and I have fully embraced this role. My wife and I have officially put down roots in Colorado Springs, and we are here to stay. I consider these races my own, and I am willing to do whatever it takes to ensure their success.

Aravaipa has directed Silverton Alpine and Kendall Mountain since 2012, and this year marks the **44th year for Kendall Mountain Trail Races**—a legacy that I am honored to uphold. While many of these events have been incredibly successful, I acknowledge that there have been past shortcomings. My goal is to address them head-on and build stronger relationships with the Silverton community.

Areas for Improvement

Medical Services Plan

I take full responsibility for the medical service challenges in 2024. The medical crew I originally planned to hire canceled last-minute, and I had incomplete information on how emergency services had been handled in the past. I mistakenly assumed that Silverton's limited resources meant EMS would be "on call" if needed. On race day, I met Tyler George for the first time under less-than-ideal circumstances. However, after discussing the issue with him, I immediately hired his crew to provide EMS support for the remainder of the weekend.

Since then, I have already secured a dedicated EMS team for 2025 and developed a much stronger medical plan. The plan has been shared with Sarah Friden, Facilities, Parks, and Recreation Director, for review, and I am happy to make any adjustments needed. I would also love the opportunity to mend my relationship with Tyler and incorporate any recommendations he may have to improve our medical plan.

Billing & Payments

Tyler also brought past billing issues to my attention, and I took immediate action. As soon as I returned to Colorado Springs, I paid in full for the EMS services provided in 2024 and worked with our CEO and accountant to clear all outstanding invoices. Unfortunately, a lack of event ownership—caused by multiple Race Directors and poor communication—led to these billing issues. I promise this will never happen again.

Additionally, I am willing to pay all necessary permitting and service fees upfront for a multi-year agreement if that would help restore confidence in our commitment.

Parking & Event Impact

I was not satisfied with how we handled parking around Silverton Memorial Park last year. Some vehicles extended into the roadway, which is unacceptable. This year, we will assign staff to manage parking throughout the weekend to ensure a smooth and safe experience for everyone.

Where We Excel

- We direct world-class events. Aravaipa is recognized as one of the best trail-running organizations in the U.S. My role is to elevate our Colorado events to that same standard.
- Zero waste left behind. In 2024, we did an excellent job managing trash, recycling, and cleanup. We will continue to remove all course markings and aid station supplies immediately after the event.
- Economic impact. We welcomed 800 runners in 2024 and expect similar (if not higher) participation in 2025. The majority of our athletes come from outside Silverton, meaning they stay in local hotels, dine in town, and explore all that Silverton has to offer.
- Building local partnerships. We have a strong relationship with the Silverton RV Park & Cabin Facilities, having already booked multiple campsites for 2025. We've also secured a rental house in town for our event crew.
- Local volunteer support. Many of our race volunteers come from Silverton, providing valuable local insight and support.
- Strong communication with the town. I have built a great working relationship with Sarah Friden, and she has been instrumental in guiding me through this permitting process.

Supporting the Silverton Running Community

Beyond hosting these events, I want to contribute to Silverton's running culture in meaningful ways.

- **4th of July Community Fun Run Support:**

- I will personally consult with Sarah Friden on how to best organize and promote this event.
- We will provide course marking materials, including pin flags, directional signs, and course marking tape.
- T-shirts for volunteers to help create a stronger community presence.
- Updated digital maps on CalTopo and Strava, allowing runners to review the course before race day.
- QR codes in race packets to help runners stay on course and avoid unnecessary search-and-rescue calls.
- Social media promotion to our audience of 76,000+ runners.

Commitment to Improvement

I truly hope this letter provides confidence in my dedication to Silverton Alpine and Kendall Mountain Trail Races. I understand the importance of trust, communication, and accountability—and I am fully committed to strengthening all three.

I am completely open to any additional guidance and **willing to do whatever it takes** to ensure the success of these events. If further conversations are needed, I am available anytime to meet with the board.

Thank you for your time, consideration, and continued support. I look forward to working with you all to make 2025 our best event yet.

Sincerely,
Jason Gerhart
Race Director, Aravaipa Running & Rides

Silverton Alpine and Kendall Mountain Trail Races Medical Services Plan

Silverton Alpine Trail Races

- A dedicated EMS station will be set up at Race HQ, consisting of a 10x10 pop-up tent equipped with chairs for staff and patients, as well as cots for patient care.
- An EMS team will also be stationed at a remote aid station to provide additional medical support along the course.
- All aid stations will be equipped with fully stocked first aid kits to address minor medical needs.

Kendall Mountain Trail Races

- A 10x10 EMS station will be established at Race HQ, fully equipped with chairs and six cots for patient care.
- An EMS presence will be maintained at a designated remote aid station to ensure medical coverage along the course.
- Each aid station will have a fully stocked first aid kit for immediate response to minor injuries.

Communication Plan

- Each aid station will be staffed by at least one race staff member and a minimum of four volunteers to ensure proper support and coordination.
- All race staff communicate via cell phone with Race Command, which is stationed at Race HQ.
- To enhance communication reliability, each aid station will also be equipped with Starlink satellite internet, ensuring connectivity in remote areas.

Course Sweeps & Transportation

Course sweeps will follow the final runners along the course, adding an additional layer of safety and ensuring that all participants receive necessary support.

- 4x4 vehicles will be actively patrolling between aid stations to:
 - Resupply water, ice, and nutrition to aid stations.
 - Shuttle runners who choose to drop out.
 - Transport any runners requiring medical attention to EMS staff at Race HQ or the nearest medical facility as needed.

Medical Provider

Event Medical Specialists, Director: Chris Wentz

720-244-8364 | Answers@EventMedicalSpecialists.com | www.EventMedicalSpecialists.com

This plan is designed to provide comprehensive medical coverage, ensure efficient communication, and enable a rapid response in the event of an emergency.

Please let us know if any additional information is required.

Jason Gerhart

Race Director, Aravaipa Running & Rides



AGENDA MEMO

SUBJECT: Special Event Notice – Silverton 4th of July Celebrations
STAFF CONTACT: Sarah Friden, Melina Marks
MEETING DATE: 6/23/25

Overview:

Town of Silverton staff is coordinating with community partners to support a full slate of Independence Day events on Thursday, July 4th, 2025. Planned activities include:

- **Blue Ribbon Fun Run** – Coordinated by Terry Morris, sponsored by TOS and Aravaipa Running
- **Annual Parade** – Led by Patty Daily
- **Flyover** – Coordinated by Ray Dileo
- **Ducky Derby** – Sponsored by the Chamber of Commerce
- **Mechanical Bull & Bouncy House** @ Memorial Park – George Riley
- **Volkswagen Classic** – Hosted by Corey Smith
- **Live Music** @ Anesi Park – Hosted by TOS
- **Annual Fireworks Show** – Presented by Silverton San Juan Fire & Rescue Authority

Road Closure Notice:

Closure Date: 7/4/25

Closure Times: 9am – 12pm

Greene St. (16th through 10th), 10th St. (between Greene & Blair Street), Blair Street (10th through 14th), 14th Street (between Blair & Greene Street).

Final logistics are in progress, and staff will continue to collaborate with all parties involved to ensure a successful event.

Attached; Map of events, barricade placements

Recommendation: N/A

Budget Impact: N/A

Master Plan Priority: Strategy D: Plan and Host Events Targeting Locals

Motion or Direction: Included in the consent agenda for approval.



Blue - Parade

Yellow - Showcase

Green - Fireworks

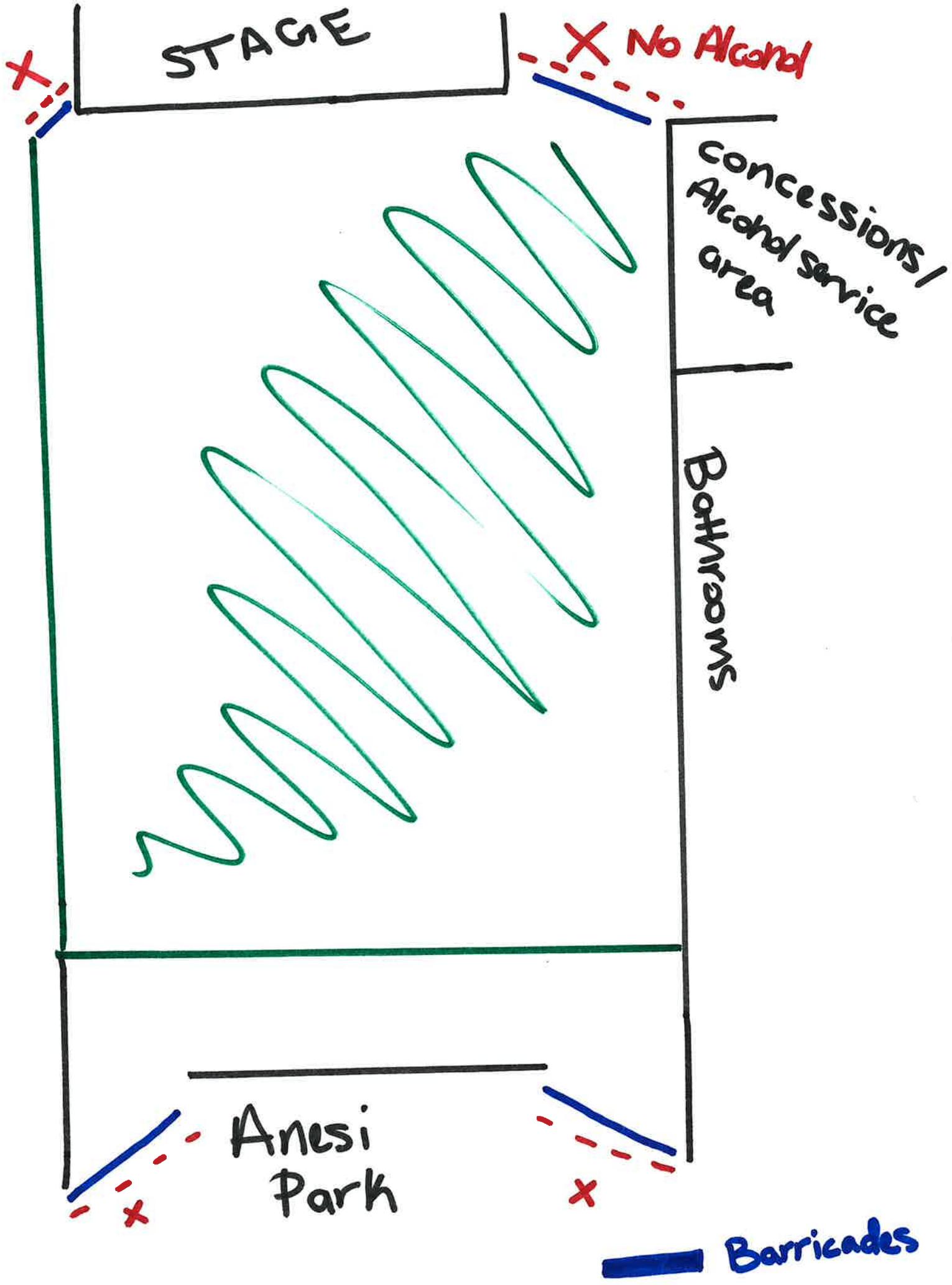
Red - Memorial Park

Application for a Special Events Permit

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S.
 and One of the Following (See back for details.)

<input type="checkbox"/> Social <input type="checkbox"/> Athletic <input type="checkbox"/> Fraternal <input type="checkbox"/> Chartered Branch, Lodge or Chapter <input type="checkbox"/> Patriotic <input type="checkbox"/> National Organization or Society <input type="checkbox"/> Political <input type="checkbox"/> Religious Institution	<input type="checkbox"/> Philanthropic Institution <input type="checkbox"/> Political Candidate <input checked="" type="checkbox"/> Municipality Owned Arts Facilities
--	--

LIAB Type of Special Event Applicant is Applying for:		DO NOT WRITE IN THIS SPACE		
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor		\$25.00 Per Day		
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage		\$10.00 Per Day		
1. Name of Applicant Organization or Political Candidate Town of Silverton - Anesi Park 4th of July Celebration		State Sales Tax Number (Required) 09808610		
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) Po Box 250, Silverton, CO 81433		3. Address of Place to Have Special Event (include street, city/town and ZIP) 1239 Blair St. Silverton, CO 81433		
4. Authorized Representative of Qualifying Organization or Political Candidate Melina Marks		Date of Birth 3/8/1998	Phone Number 970-880-4314	
Authorized Representative's Mailing Address (if different than address provided in Question 2.) 725 W 5th St. Silverton, CO 81433		Email Address of Event Manager mmarks@silverton.co.us		
5. Event Manager Melina Marks		Date of Birth 3/8/1998	Phone Number 970-880-4314	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____		
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date 7/4/25 Hours From .m. 10am To 10pm m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Oath of Applicant				
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.				
Signature 		Title Town Clerk/Treasurer		Date 6/17/25
Report and Approval of Local Licensing Authority (City or County)				
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.				
THEREFORE, THIS APPLICATION IS APPROVED.				
Local Licensing Authority (City or County) Town of Silverton		<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk	
Signature 		Title Municipal Judge		Date 6/17/25
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY				
Liability Information				
License Account Number		Liability Date	State	Total \$ •



June 23, 2025

5. Staff Reports

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

Town of Silverton Staff Report

Department: Administration

Head of Department: Gloria Kaasch-Buerger

Date of Trustee Meeting: June 23, 2025

For immediate Trustee consideration:

Regular Meetings & Communication:

6.10 LUC Realtor Training
 6.11 Durango Hearld Interview-Trash
 6.16 CBS Interview Prep-Trash
 6.16 Blair Street Association and CDOT
 6.17 Meeting with Train on Perimeter Trail
 6.17 Brownfields Meeting
 6.18 Accountant Monthly Meeting
 6.18 Team GOLD
 6.18 Financial Advisors WWTP Funding Meeting
 6.19 Staff Retreat

Top on the TO DO list:

Collection System Project
 Energizing Rural Communities Prize Administration
 Assist with Affordable Housing Projects
 Social Media Communications/fix
 Completion of Audit
 Code updates and reorganization
 WWTP Funding strategy
 Compensation Study
 Scheduling Town/County Meeting
 Rebuild and Draft 2026 Budget

Grants (applications, updates, awards):

Current Active TOS grants:

NEW: \$260,990 MMOF Grant for Blair Street
 \$75,000 REDI Grant for SJDA position
 \$800,000 Brownfield Grant
 \$956,952 CDOT TAP Grant Blair Street
 \$2,764,000 USDA Collection System Rehab
 \$200,000 Energizing Rural Communities Prize
 \$110,000 SIPA Grant

Awaiting Awards from:

\$81,414 c3 Grant- Fund internet, security and position at transfer station.
 \$25K COSIPA internet and security at Transfer Station
 \$3,074,776 CDF- Fund WWTP
 \$1.7 million NRDs fund river restoration
 \$84K CPW Code Enforcement Officer
 \$3K RREO Recycling Rebate

Upcoming Grant Applications:

USDA/SRF- WWTP

Upcoming Issues:

Onboarding Public Works Director
 Rewrite Development Standards
 CDOT Shed relocation
 Power Redundancy/Micro Grid
 Signs/Parking around town
 Entrance Monument
 Snow Route Code Rewrite
 Municipal Court Code Rewrite
 Perimeter Trail Planning
 Cemetery Committee Formation

Notable completed tasks:

LUC Realtor Training-Thanks to Lucy!

Learning/ Professional Development:

Town of Silverton

Department: Public Works
Head of Department: Interim Mead
Meeting Date: 4/28/25

For immediate Trustee consideration:

Regular Meetings & Communication:
Daily Crew Meetings
Weekly Town Staff Meetings
Monthly Blair St Sidewalk meetings

Top on the TO DO list:
Supporting staff where needed and providing guidance for day to day tasks

Coordinating equipment repairs
811
Scheduling
Material/supply sourcing

EQR data entry updates and working with customers to provide clarity to their EQR multiplier as well as an understanding as to what and why there are EQRs, yes still. A work in progress and yes we are doing our best to get it right.
This has waned and is about to be very consumptive as adjustments are made and all edits I have learned about will need entry for the July cycle

Collections system project coordination and cross referencing work being prescribed to our needs. Serving as point as a customer on a major project. Communicating service interruptions for the lining portion of the project.

Waste water treatment plant keeping up with options and just learning, augmentation ponds hooray, New Financial advisor is a win thank you all

Meter research this has shifted to mid to back burner with the EQR full scale inventory behind me.

<p>Grants (applications, updates, awards): SIPA</p> <p>Q2 report submitted</p> <p>WE received MMOF funds yeah Thank you Sarah Moore for applying. This is our matching funds for TAP funds for Blair ST</p> <p>USDA Collections system Facilitating keeping on schedule prep for measurement visit wearing the hat of the customer and gathering a deeper understanding of what lies ahead</p>	<p>Upcoming Issues: My relationship with my carrying capacity</p>
<p>Notable completed tasks:</p>	<p>Ongoing Project Update: See to do list</p>
<p>Learning/ Professional Development:</p>	<p>Other:</p>

June 23, 2025

6. Presentations and Proclamations

Presentations can be scheduled with the board on a variety of topics that usually relate to board direction or goals. The Town Administrator schedules these presentations and works with the presenter to keep their presentation in 10 minutes or less including an anticipated questions and answer period with the Trustees.

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

June 23, 2025

7. Business Items

Includes all new and continued business items requiring formal Board action. All public hearings will be conducted first, including second readings.

Per Silverton Municipal Code 2-2-110 (5 & 6):



AGENDA MEMO

SUBJECT: Ordinance 2025-10

STAFF CONTACT: Gloria Kaasch-Buerger, Clayton Buchner

MEETING DATE: 6.23.25

Overview:

Regulations on marijuana were found in our Silverton Municipal Code in Chapter 16, which has been replaced by Chapter 15 and in [Chapter 6 Article 4, Marijuana Licenses](#) which is still in our code.

The current marijuana license code was written in 2013 and needs to be fully rewritten to incorporate state statutes that have changed since the legalization of marijuana in Colorado. There is no track-changes version of this code since the Ordinance presented is based on the most recent model code.

The most significant change in the new code is the designation of the Municipal Judge as the Marijuana License Authority rather than the Board of Trustees. This allows any appeals to be heard by the Board of Trustees and streamlines the permitting process to the like of Liquor Licensing Authority.

Other changes are outlined below:

Topic	Existing Code (Article 4)	Proposed Amendment (2025)
Licensing Authority	Board of Trustees	Municipal Judge (called 'Authority') with broader powers
Rulemaking Powers	Limited	Authority may adopt rules, forms, waive requirements, act without hearing
Adoption of State Law	C.R.S. 12-43.3 & 12-43.4	Broad adoption of C.R.S. 44-10-101 et seq.; overrides allowed
License Types Allowed	7 types incl. testing	6 types; testing facilities and clubs banned
License Caps	No stated cap	Max of 3 stores total (med/rec/co-located)
Dual Use	Permitted	Explicitly allowed at same location under conditions
Store Hours	Not specified	8 a.m. – 9 p.m.
Product Storage/Visibility	Not addressed	Must be indoors and not visible
Signage/Advertising	Basic	bans youth targeting and portable signs
Security	General inspection rights	Detailed: video, alarms, secure doors, panic alarms
CO ₂ /Butane Use	Not addressed	May require industrial hygienist inspection
Application Requirements	Standard forms, fees	Extensive: site/parking plans, equipment lists, etc.
Hearing Requirements	Optional	Mandatory for all new licenses
License Duration	Annual	Tied to state license, allows 90-day grace period
Inspection Rights	General	Unannounced, warrantless, extensive documentation access
Penalties	Fines, revocation	Plus injunctions, nuisance abatement, audits, forfeitures
Signage Requirements	Minimal	Specific language, formats, locations required
Employment Restrictions	Not specified	21+ only, manager on-call within 30 min
Enforcement Scope	Limited to local code	Includes state references, federal disclaimers, emergency reporting
Zoning District	This was included in chapter 16 that was taken out of the code with the intent to add it back in this rewrite.	Marijuana establishments are allowed in the Downtown Mixed-Use (MU-1) and Employment Commercial (C-2).

The Personnel and Ordinance Committee requested that a map with distances to the school or churches are included in this agenda memo. Please see below:



AGENDA MEMO

SUBJECT: Ordinance 2025-10
STAFF CONTACT: Gloria Kaasch-Buerger, Clayton Buchner
MEETING DATE: 6.23.25



Budget:

No budget impact.

Staff Recommendations:

The Personnel and Ordinance Committee reviewed this ordinance on April 17th and recommended drafting for the Board's approval.

Master Plan/Board Priority:

Operational Priority

Attachments:

Ordinance 2025-10

Suggested Motion or Direction:

Motion to conduct the First Reading of Ordinance 2025-10 An Ordinance of the Town of Silverton Repealing and Readopting Chapter 6, Article 4 of the Silverton Municipal Code Regarding the Regulation and Licensing of Marijuana Business Establishments



TOWN OF SILVERTON COLORADO ORDINANCE 2025-10

AN ORDINANCE OF THE TOWN OF SILVERTON REPEALING AND READOPTING CHAPTER 6, ARTICLE 4 OF THE SILVERTON MUNICIPAL CODE REGARDING THE REGULATION AND LICENSING OF MARIJUANA BUSINESS ESTABLISHMENTS.

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

WHEREAS, on November 6, 2012, the voters of the State of Colorado approved Amendment 64. Amendment 64 added §16 of Article XVIII to the Colorado Constitution, which authorized a system of state and local licensing of businesses engaged in the cultivating, testing, manufacturing, and selling of marijuana; and

WHEREAS, Subsection 16(5)(f) of Article XVIII allows governmental entities, within their respective jurisdictions: to prohibit or adopt the operation of marijuana establishments; to regulate the time, place, and manner under which marijuana establishments may operate; and to limit the total number of establishments within their jurisdictions, including the authority to engage in local licensing of marijuana establishments; and

WHEREAS, the General Assembly has repealed The Colorado Medical Marijuana Code (C.R.S. §12-43.3-101, et seq.) and The Colorado Retail Marijuana Code (C.R.S. §12-43.4-101, et seq.) and enacted The Colorado Marijuana Code (C.R.S. §44-10-101, et seq. ("Colorado Marijuana Code")); and

WHEREAS, subsequent to the adoption of The Colorado Marijuana Code, the Colorado Department of Revenue adopted 1 CCR 212-3, Medical Marijuana Rules; and

WHEREAS, the Board of Trustees finds it is in the interest of public health, safety and welfare that the Council amend the Town regulations concerning the licensing of certain medical and retail marijuana businesses; and

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

- I. **Repeal and Readoption of Chapter 6, Article 4.** Chapter 6, Article 4 – Marijuana Licenses, of the Silverton Municipal Code is hereby repealed in its entirety, and in its place, Chapter 6, Article 4 – Marijuana Licensing Regulations is hereby readopted as provided in Exhibit 1, attached hereto and incorporated herein.

- II. **Incorporation of Recitals.** The recitals set forth above are incorporated and ordained hereby as if set forth hereafter in full.

III. **Validity.** All ordinances of a general and permanent nature enacted on or before the adoption date of this Ordinance, which are inconsistent with the provisions of this Section of the Silverton Municipal Code, to the extent of such inconsistency, are hereby repealed. The repeal established in this Section 2 shall not be construed to revive any ordinance or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance. Neither the adoption of this ordinance nor its action repealing or amending any other ordinances of the Town of Silverton shall in any manner affect prosecution for violations of ordinances committed before the effective date of this ordinance. This ordinance shall not waive any license, fee, or penalty or other penal provisions applicable to any violation thereof.

IV. **Public Inspection.** The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.

V. **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.

VI. **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 _____, 2025.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk

FINALLY PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING AND ORDERED POSTED AND PUBLISHED IN THE MANNER PROVIDED IN SECTION VII 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 _____, 2025, BY A VOTE OF THIS ORDINANCE AS IS ON FILE IN THE TOWN CLERK'S OFFICE FOR PUBLIC INSPECTION.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk

ARTICLE 4
MARIJUANA LICENSING REGULATIONS

Sec. 6-4-10. Title

These regulations shall be known and referred to as the "Silverton Marijuana Regulations" (referred to herein as the "Regulations").

Sec. 6-4-20. Intent and Purpose

- (1) Intent.
 - (a) Regulate the use, acquisition, cultivation, production, and distribution of medical and retail marijuana in the Town of Silverton in a manner that is consistent with Article XVIII, Section 14, and Article XVIII, Section 16, of The Colorado Constitution (the "Medical Marijuana Amendment" and "Recreational Marijuana Amendment" respectively).
 - (b) The Medical Marijuana Amendment to the Colorado Constitution does not provide a legal manner for patients to obtain medical marijuana unless the patient grows the marijuana or the marijuana is grown by the patient's primary caregiver. The regulations are intended to apply to all medical marijuana operations in the Town whether by a patient or caregiver under the Medical Marijuana Amendment, or any medical marijuana establishment permitted under the state law. Medical marijuana cultivation and production can have an impact on health, safety, and community resources, and these Regulations are intended to permit medical marijuana cultivation and production where it will have minimal impact.
 - (c) Use, distribution, cultivation, production, possession, and transportation of medical and retail marijuana remains illegal under federal law, and marijuana remains classified as a "controlled substance" by federal law.
 - (d) The regulations for medical and retail marijuana uses are not adequate at the state level to address the impacts on the Town of medical and retail marijuana, making it appropriate for local regulation of the impacts of medical and retail marijuana uses.
 - (e) Nothing in this chapter is intended to promote or condone the production, distribution, or possession of marijuana in violation of any applicable law
 - (f) This chapter is to be construed to protect the public over medical and retail marijuana establishment interests. Operation of a medical or retail marijuana establishment is a revocable privilege and not a right in the Town. There is no property right for an individual or business to have medical or retail marijuana in the Town.
 - (g) Medical and retail marijuana is a heavily regulated industry in the Town, all licensees are assumed to be fully aware of the law, the Town shall not therefore

be required to issue warnings before issuing citations for violations of this chapter.

(2) Purpose

- (a) Authorize licensing in the Town of Silverton as provided in C.R.S. § 44-10-101 et seq., as amended from time to time; to establish specific standards and procedures for local licensing of marijuana-related business and establishments; and to protect the health, safety, and welfare of the residents, consumers and patients of Silverton by prescribing the time, place and manner in which marijuana businesses can be conducted in the Town.
- (b) Comply with the Town's obligations under The Colorado Marijuana Code.
- (c) Comply with the Town's obligations under Colorado Constitution Art. XVIII, §16(5)(e).
- (d) Require that medical marijuana facilities, including medical marijuana stores, and medical marijuana cultivation, products manufacturing, and testing facilities, collectively referred to as "Medical Marijuana Establishments," shall operate in a safe manner that does not endanger the public welfare and in a manner that conforms to The Colorado Marijuana Code.
- (e) Require that retail marijuana facilities, including retail marijuana stores, and retail marijuana cultivation, products manufacturing, and testing facilities, collectively referred to as "Retail Marijuana Establishments," shall operate in a safe manner that does not endanger the public welfare and in a manner that conforms to The Colorado Marijuana Code.
- (f) Mitigate potential negative impacts that the medical marijuana establishments and retail marijuana establishments (collectively "Marijuana Establishments") may cause on surrounding properties and persons.
- (g) Regulate the conduct of persons owning, operating, and using marijuana establishments to protect the public health, safety, and welfare.
- (h) Establish a nondiscriminatory mechanism by which the Town appropriately regulates the location and operation of marijuana establishments within the Town.
- (i) Ban marijuana establishments that are not specifically licensed by the Town including retail marijuana infused products manufacturers and retail marijuana testing facilities.

(3) Relationship to State Law. The provisions in this chapter that are different from the state law are consistent with the Town's responsibility to protect the public health, safety, and welfare as authorized by § 44-10-101 et seq., C.R.S. The Town intends that both state law and this chapter apply within the Town. Where this chapter conflicts with state law, this chapter shall apply to all matters authorized in § 44-10-

101 et seq., C.R.S., and all matters of local concern.

- (4) Adoption of this chapter is not intended to waive or otherwise impair any portion of the local option available under §§ 44-10-104(1)(a) & (b) and § 44-10-104(3), C.R.S.
- (5) Adoption of these Regulations is not intended to waive or otherwise impair the Town's authority to adopt specific or different standards or other regulations for the issuance and administration of local licenses from time-to-time.

Sec. 6-4-30. Definitions

- (1) Unless otherwise expressly provided, the definitions in The Colorado Marijuana Code, including the definitions in § 44-10-103, C.R.S., shall apply in these Regulations with respect to medical and retail marijuana establishments.
- (2) The following words, terms, and phrases, when used in these Regulations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (a) *"Applicant"* means any person making an application for a license under this Article.
 - (b) *"Authority," "Silverton local licensing Authority" and "local Licensing Authority"* have the same meaning for the purposes of these Regulations.
 - (c) *"Good Cause"*, for purposes of refusing or denying a license issuance, renewal, or transfer, means:
 - (i.) The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of these Regulations, The Colorado Medical Marijuana Code, The Colorado Retail Marijuana Code, as applicable;
 - (ii.) The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the state or local licensing authority;
 - (iii.) The licensed premises have been operated in a manner that adversely affects the public health or welfare or the safety of the immediate neighborhood in which the establishment is located; or
 - (iv.) The licensed premises have been inactive without justification for at least six months.
 - (d) *"Licensed Premises"* means the premises specified in a license under these Regulations, which are owned or in possession of the licensee and within which the licensee is authorized to cultivate, manufacture, distribute, sell or test medical marijuana and/or retail marijuana in accordance with the provisions of The Colorado Medical Marijuana Code or Colorado Retail Marijuana Code, as

applicable, and these Regulations. Licensed premises include an off-premises storage facility owned, operated, or used by the licensee.

- (e) *"Licensee"* means a person licensed pursuant to these Regulations.
- (f) *"Location"* means a particular parcel of land that may be identified by an address or other descriptive means.
- (g) *"Marijuana"* means all parts of the plant of the genus cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or its resin, including marijuana concentrate but shall not include industrial hemp, the fiber produced from the stalks, oil or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.
- (h) *"Marijuana Club"* means an entity or place of assembly that allows members and their guests, or any other persons, to consume marijuana or marijuana products whether for-profit or not-for-profit. Marijuana clubs shall not include social gatherings within a residential zoning district of adults twenty-one (21) years of age and older as guests of a resident at the location, where a fee is not charged, goods are not sold, and no profit is made by the individual hosting the gathering.
- (i) *"Marijuana Establishment"* means a medical marijuana establishment or a retail marijuana establishment.
- (j) *"Medical Marijuana Establishment"* means any medical marijuana business entities licensed pursuant to § 44-10-101 et seq., C.R.S., as follows: A medical marijuana store, a medical marijuana cultivation facility, a medical marijuana products manufacturer, a medical marijuana testing facility, a marijuana research and development licensee, a medical marijuana business operator, or a medical marijuana transporter.
- (k) *"Owner"* means any person having a beneficial interest, as defined by the state licensing authority, in a medical marijuana establishment or a retail marijuana establishment.
- (l) *"Patient"* shall have the same meaning as set forth in Article XVIII, Section 14(1) of The Colorado Constitution.
- (m) *"Premises"* means a distinctly identified, as required by the state licensing authority, and definite location, which may include a building, a room, or any other definite contiguous area.
- (n) *"Primary Care-giver"* or *"Primary Caregiver"* shall have the same meaning as set forth in Article XVIII, Section 14(1) of The Colorado Constitution.

(o) "*Retail Marijuana Establishment*" means any retail marijuana business pursuant to § 44-10-101 et seq., C.R.S., as follows: A retail marijuana store, a retail marijuana cultivation facility, a retail marijuana products manufacturer, a marijuana hospitality business, a retail marijuana hospitality and sales business, a retail marijuana testing facility, a retail marijuana business operator, or a licensed retail marijuana transporter.

Sec. 6-4-40. Authority

- (1) The Colorado Marijuana Code, Article 44 of Title 10, Colorado Revised Statute (C.R.S. § 44-10-101 et seq.) and The Colorado Department of Revenue's Colorado Marijuana Rules adopted at 1 CCR 212-3. (The Colorado Marijuana Code and The Colorado Marijuana Rules, are collectively referred to as the "Colorado Marijuana Code").
- (2) Section 14 of Article XVIII of The Colorado Constitution permits limited medical uses of marijuana under Colorado law.
- (3) Section 16, Article XVIII of The Colorado Constitution permits personal use of marijuana by persons aged twenty-one (21) years and older under Colorado law.
- (4) Section 14, Article XVIII of The Colorado Constitution and C.R.S. § 44-10-104(1)(a), permits the municipality to adopt and enforce a resolution or ordinance licensing, regulating, or prohibiting the cultivation or sale of medical marijuana. In a municipality where such an ordinance or resolution has been adopted, a person who is not registered as a patient or primary caregiver pursuant to C.R.S. § 25-1.5-106, and who is cultivating or selling medical marijuana is not entitled to an affirmative defense to a criminal prosecution as provided for in Section 14, Article XVIII of The Colorado Constitution unless the person is in compliance with the applicable municipal law.
- (5) Section 16 (5)(f), Article XVIII of The Colorado Constitution, permits any local jurisdiction to enact ordinances or regulations governing the time, place, manner, and number of retail marijuana businesses, which may include a local licensing requirement, or may prohibit the operation of retail marijuana businesses through the enactment of an ordinance or through a referred or initiated measure.

Sec. 6-4-50. Powers of the Authority

- (1) The Silverton Municipal Judge shall serve as the Medical Marijuana Licensing Authority and the Retail Marijuana Licensing Authority, hereinafter the "Authority."
- (2) The Authority shall have all powers listed in The Colorado Marijuana Code and these Regulations including but not limited to the following:
 - (a) To issue or deny retail marijuana licenses and renewals of the same within the Town.

- (b) To impose sanctions on any license issued by the Authority on its own motion or on complaint by the Town for any violation by the licensee after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard.
- (c) To issue approvals and disapprovals as provided in this Chapter.
- (d) To conduct hearings, grant or deny motions, make findings and orders, administer oaths, and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.
- (e) To control the mode, manner and order of all proceedings and hearings.
- (f) To perform any act that the Authority is authorized to perform under this Chapter.
- (g) To perform any other act that may be implied or necessary to carry out any act that the Authority is authorized to perform under this Chapter.
- (h) To grant exceptions to the licensing requirements set forth in this Chapter provided that the licensee and licensed premises fully comply with all state laws, rules and regulations and after considering whether granting the exception(s) will have a negative impact on the health, safety, and welfare of the surrounding neighborhood or public in general.
- (i) To promulgate such rules and regulations deemed necessary to properly administer and enforce this Chapter, and to exercise all other powers and duties as are set forth in this Chapter, as well as those set forth in Article XVIII, §16(5)(f) of The Colorado Constitution. The Authority shall provide all proposed rules and subsequent changes thereto for approval by Resolution.
- (j) Except as otherwise provided in these Regulations, the local licensing authority may act administratively, without hearing. Such administrative action is permitted on renewal applications as described herein.
- (k) The Board of Trustees reserves the authority to adopt rules, procedures, and policies for its own proceedings; to adopt rules and policies for filing applications and requests; and; to adopt application forms and submission requirements, including a requirement that applications, complaints and other documents be filed in a digital format approved by the Authority and to refuse applications, complaints and other documents not filed in the approved digital format.

Sec. 6-4-60. Adoption of the Colorado Marijuana Code

- (1) Except where the provisions expressly set forth in these Regulations are inconsistent with or differ from The Colorado Marijuana Code, all of the provisions of The Colorado Marijuana Code, as amended from time-to-time, are adopted herein by this reference, and apply to all applications received and licenses issued by the local licensing authority with respect to medical and retail marijuana establishments.

- (2) If there is a conflict between the provisions of these Regulations and The Colorado Marijuana Code, the provisions of these Regulations control to the fullest extent permitted by applicable law.

Sec. 6-4-70. Licenses and Grant of Authority for Dual Licenses

- (1) The Authority may in its sole discretion issue the following local licenses for medical and retail marijuana establishments granting the privileges described in Title 44, Article 10, C.R.S., subject to the requirements, conditions, qualifications, and limitations set forth therein and in these Regulations:
 - (a) Medical marijuana store;
 - (b) Medical marijuana products manufacturer;
 - (c) Medical marijuana cultivation;
 - (d) Retail marijuana store;
 - (e) Retail marijuana products manufacturer; and
 - (f) Retail marijuana cultivation.
- (2) It shall be a condition of all local licenses that the applicant/licensee releases the Town from liability to the applicant/licensee and also agrees to indemnify, defend and hold harmless the Town from liability arising from injuries and damages related to the operation of any marijuana establishment.
- (3) A person may operate a licensed medical marijuana store, optional cultivation facility or medical marijuana products manufacturing facility and any licensed retail marijuana establishment at the same location if the local licensing authority determines that the operations will meet the requirements of these Regulations.
- (4) The holder of a license for a retail marijuana testing facility may not hold or have an interest in any other class of retail or medical marijuana license.
- (5) The license requirements in these Regulations shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.
- (6) The license does not provide any exception, defense, or immunity to any person regarding any potential criminal liability the person may have for the production, distribution, or possession of marijuana. A valid license shall be required from the State of Colorado as provided by The Colorado Marijuana Code.
- (7) Medical marijuana testing facility and retail marijuana facility licenses are specifically excluded from these Regulations. The Authority will not review applications for or approve medical marijuana testing facility and retail marijuana

facility licenses.

Sec. 6-4-80. Nature of Licenses

- (1) Every license issued under this Chapter confers only a limited and conditional privilege subject to the requirements, conditions, limitations and qualifications of this Chapter and State law. The license does not confer a property right of any kind. The license and the privilege created by the license may be further regulated, limited, or completely extinguished at the discretion of the Authority or the electorate of the Town, as provided in this Chapter, without any compensation to the licensee.
- (2) Every license approved or issued under this Chapter shall be subject to the future exercise of the reserved rights of referendum and initiative, exercise of the options described in Article XVIII, Section 16(5)(f) of The Colorado Constitution and § 44-10-104, C.R.S., and any other future ordinances adopted by a vote of the people of the Town of Silverton by the Board of Trustees. Nothing contained in this Chapter grants to any licensee any vested right to continue operating under the provisions of this Chapter as they existed at the time the license was approved or issued, and every license shall be subject to any ordinance or prohibition adopted after the license was approved or issued.
- (3) In the event that the people of the Town of Silverton, by a majority of the registered electors of the Town, at a regular or special election, or a majority of Board of Trustees, vote to prohibit by ordinance the licensing and operation of medical marijuana establishments within the Town of Silverton, pursuant to Article XVIII, §14 of The Colorado Constitution and § 44-10-104, C.R.S., then every license issued or approved under this Chapter, which is prohibited under such ordinance, shall be deemed void and the operation of any medical marijuana establishment prohibited under the ordinance shall become illegal on the effective day of the ordinance.
- (4) Every license is separate and distinct and is tied to a specific person, a specific location, and a particular marijuana establishment with specific conditions. The license cannot be assigned, delegated, sold, inherited, or otherwise transferred between persons or transferred to a different location, except as provided in this Chapter. No licensee shall exercise the privileges of any other license or delegate the privileges of its own license.
- (5) An application to "convert" a state license for a medical marijuana establishment to a retail marijuana establishment license requires an application for a new license for purposes of these Regulations and, if the medical marijuana establishment license being converted was issued by the Town, the surrender of that license to the Town.
- (6) The licenses issued under this Chapter consist of a limited and conditional privilege to operate a medical or retail marijuana establishment, provided that the licensee also obtains a State license. The license certificate issued by the Authority is merely evidence that a license was issued and is not the license itself. Assignment or conveyance of the license certificate alone does not transfer any right to the license.

Sec. 6-4-90. Limitation on Number of Licenses

The Town shall issue no more medical and retail marijuana store licenses than the number associated with a total of three (3) individual medical marijuana stores, individual retail marijuana stores, or co-located medical marijuana and retail marijuana stores or any combination of the same within the Town boundary as determined in the reasonable discretion of the local licensing authority.

Sec. 6-4-100. Operational Limitations

- (1) Licensees shall be subject to the following additional operation limitations:
 - (a) All product storage shall be indoors. Marijuana products and accessories or paraphernalia used or intended to be used to consume them shall not be visible from a public sidewalk or right-of-way or an adjacent property.
 - (b) Each marijuana establishment shall be operated from a permanent location. No marijuana establishment shall be permitted to operate from a moveable, mobile or transitory location. Notwithstanding anything to the contrary herein, delivery of medical marijuana is permissible if it complies with state law provided it originates from a non-moveable, fixed, licensed location and such delivery sales account for less than ten (10%) percent of the medical marijuana establishment's total sales.
 - (c) A medical marijuana center and retail marijuana store may be open for the sale of medical or retail marijuana only between the hours of 8 a.m. to 9 p.m.
 - (d) No marijuana establishment may use metals, butane, propane, or other solvent or flammable product, or produce flammable vapors to process marijuana unless the process used and the premises are verified as safe and in compliance with all applicable codes. The authority in its sole and unfettered discretion may, at any time, require an applicant or licensee to engage an industrial hygienist, at the applicant's or licensee's cost, to review the manner in which butane, propane or other solvents or flammable products are stored, used or controlled on the licensed premises for the purpose of opining on the safety precautions in place. Such industrial hygienist may make recommendations which the Town may require the applicant or licensee to implement.
 - (e) No retail marijuana establishment is permitted to sell marijuana to persons younger than twenty-one (21) years of age and must post signage that clearly states: "You must be at least 21 years old to enter." No medical marijuana establishment is permitted to sell marijuana to persons younger than eighteen (18) years of age and must post signage that clearly states: "You must be at least 18 years old to enter," where any marijuana products are visible.
 - (f) All retail marijuana labels must contain the statement: "It is illegal to transfer or sell retail marijuana or retail marijuana products to anyone under the age of 21." All medical marijuana labels must contain the statement: "Except for licensed

medical marijuana centers and primary caregivers, it is illegal to transfer or sell medical marijuana or medical marijuana products to anyone."

- (g) For co-located dual medical and retail marijuana stores, the business shall verify the proof of age of every person entering the business with an electronic ID scanner. An "electronic ID scanner" is a device that is capable of quickly and reliably confirming the validity of an identification using computer processes.
- (h) All cultivation, production, distribution, storage, display, and sales of marijuana and marijuana-infused products must not be visible from the exterior of the business.
- (i) All retail marijuana sales must be in person, directly to the purchaser. No sales may be finalized by telephone, internet, or other means of remote purchase.
- (j) All grow lamps must be recycled and not deposited in a trash receptacle or landfill. The time, date, and location of all lamps recycled must be documented and available for inspection.
- (k) Marijuana establishments may not distribute to a consumer, marijuana or marijuana products free of charge.
- (l) Marijuana establishments are subject to the requirements of The Land Use Code and the restrictions on advertising and marketing under The Colorado Marijuana Code. In addition, no advertisement for marijuana or marijuana products are permitted on signs mounted on vehicles, hand-held or other portable signs, handbills, leaflets or other flyers directly handed to any person in a public place, left upon a motor vehicle or posted upon any public or private property. This prohibition shall not apply to (1) any advertisement contained within a newspaper, magazine or other periodical of general circulation within the Town or on the internet; or (2) advertising which is purely incidental to sponsorship of a charitable event not geared to or for the benefit of children or youth. Provided, further, no exterior signage shall use the word "marijuana," "cannabis," or any other word, phrase, symbol, acronym or combination of letters or numbers commonly understood to refer to marijuana.
- (m) A marijuana establishment may sponsor a charitable, sports, or similar event, but a marijuana business must not engage in advertising at, or in connection with, such an event unless the marijuana business has reliable evidence that no more than thirty (30%) percent of the audience at the event and/or viewing advertising in connection with the event is reasonably expected to be under the age of twenty-one (21) years old.
- (n) All marijuana establishments shall collect and remit all applicable sales taxes in a timely manner. The state and Town license to engage in a medical marijuana establishment or retail marijuana establishment shall be posted along with the State sales tax license.
- (o) Any marijuana establishments within the Town shall be required to have a fully

operational alarm system which must be properly maintained. Such alarm systems shall at all times have video surveillance coverage of the premises and shall have redundant power supplies and circuitry to prevent de-activation, either intentional or unintentional. If an alarm system is deactivated, the company monitoring the systems must immediately notify the San Juan County Sheriff's Department.

- (p) Marijuana establishments shall be equipped with a steel door or a solid wood core door with dead bolts in place and engaged for purposes of securing the space or location where marijuana or marijuana products are stored, or where any marijuana transaction is to take place. In addition thereto, each marijuana establishment shall be equipped with at least one silent alarm for every five-hundred (500) square feet of interior business space.
- (q) It shall be unlawful for any marijuana business to employ any person who is not at least twenty-one (21) years of age.
- (r) No Marijuana establishment shall be managed by any person other than the licensee or the business manager listed on the application for the license, renewal application, or change of manager application. One such licensee or business manager shall be responsible for all activities within the licensed premises during all times when the business is open and in the case of an emergency, as determined by the local licensing authority available to be on the premises within thirty (30) minutes of a demand for such person to be present being made at the establishment.
- (s) There shall be posted in a conspicuous location in each medical marijuana establishment, as applicable, a legible sign at least thirty (30) inches by thirty (30) inches in letters at least one (1) inch in height stating:
 - (i) THE MEDICAL MARIJUANA, MARIJUANA PLANTS AND MEDICAL MARIJUANA PRODUCTS SOLD ON THESE PREMISES ARE CULTIVATED, MANUFACTURED AND PROCESSED WITHOUT ANY GOVERNMENTAL OVERSIGHT AS TO HEALTH, SAFETY OR EFFICACY. THERE MAY BE HEALTH RISKS ASSOCIATED WITH THE CONSUMPTION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS.
 - (ii) THE DIVERSION OF MEDICAL MARIJUANA FOR NON-MEDICAL PURPOSES IS A VIOLATION OF STATE LAW. THE USE OF MEDICAL MARIJUANA MAY IMPAIR A PERSON'S ABILITY TO DRIVE A MOTOR VEHICLE OR OPERATE MACHINERY. IT IS ILLEGAL UNDER STATE LAW TO DRIVE A MOTOR VEHICLE OR OPERATE MACHINERY WHILE UNDER THE INFLUENCE OF OR IMPAIRED BY MARIJUANA. POSSESSION AND DISTRIBUTION OF MEDICAL MARIJUANA IS A VIOLATION OF FEDERAL LAW. SMOKING OR

CONSUMING MEDICAL MARIJUANA WITHIN THESE PREMISES, WITHIN FIFTEEN (15) FEET OF THESE PREMISES OR ANYWHERE IN PUBLIC IS UNLAWFUL.

(t) There shall be posted in a conspicuous location in each retail marijuana establishment, as applicable, a legible sign at least thirty (30) inches by thirty (30) inches in letters at least one (1) inch in height stating:

(i) THE MARIJUANA, MARIJUANA PLANTS AND MARIJUANA PRODUCTS SOLD ON THESE PREMISES ARE CULTIVATED, MANUFACTURED AND PROCESSED WITHOUT ANY GOVERNMENTAL OVERSIGHT AS TO HEALTH, SAFETY OR EFFICACY. THERE MAY BE HEALTH RISKS ASSOCIATED WITH THE CONSUMPTION OF MARIJUANA AND MARIJUANA PRODUCTS.

(ii) THE USE OF MARIJUANA MAY IMPAIR A PERSON'S ABILITY TO DRIVE A MOTOR VEHICLE OR OPERATE MACHINERY. IT IS ILLEGAL UNDER STATE LAW TO DRIVE A MOTOR VEHICLE OR OPERATE MACHINERY WHILE UNDER THE INFLUENCE OF OR IMPAIRED BY MARIJUANA. POSSESSION AND DISTRIBUTION OF MARIJUANA IS A VIOLATION OF FEDERAL LAW. SMOKING OR CONSUMING MARIJUANA WITHIN THESE PREMISES, WITHIN FIFTEEN (15) FEET OF THESE PREMISES OR ANYWHERE IN PUBLIC IS UNLAWFUL.

(u) There shall be posted in a conspicuous location in each retail and medical marijuana establishment, as applicable, a legible sign at least twenty-four (24) inches by twenty-four (24) inches in letters at least one (1) inch in height stating:

NOTICE TO LICENSEE, PRINCIPALS, REGISTERED MANAGER AND EMPLOYEES: THESE PREMISES, THE ADJACENT GROUNDS AND EVERY ROOM, AREA, LOCKER, SAFE AND CONTAINER ON THE LICENSED PREMISES AND ADJACENT GROUNDS EXCEPT YOUR PERSON, THE PERSONAL EFFECTS IN YOUR IMMEDIATE POSSESSION, AND YOUR PRIVATE VEHICLE, ARE SUBJECT TO INSPECTION BY CITY EMPLOYEES AND POLICE OFFICERS AT ANY TIME THAT ANY PERSON IS PRESENT ON THE LICENSED PREMISES, WITHOUT A WARRANT, AND WITHOUT REASONABLE SUSPICION TO BELIEVE THAT ANY OFFENSE HAS OCCURRED. YOU HAVE NO REASONABLE EXPECTATION OF PRIVACY ON THESE PREMISES AND THE ADJACENT GROUNDS EXCEPT IN YOUR PERSON, THE PERSONAL EFFECTS IN YOUR IMMEDIATE POSSESSION, AND YOUR PRIVATE VEHICLE.

- (v) Any and all such records required to be maintained under the Colorado Marijuana Code shall be open at all times during business hours for inspection and examination by the Town Administrator or his/her duly authorized representative(s). Further, the Town may require the licensee to furnish such information as it considers necessary for the proper administration of these Regulations.
- (2) By accepting a medical marijuana establishment license or a retail marijuana establishment license, the licensee is providing consent to disclose any information received by the establishment license, the licensee is providing consent to disclose any information received by the Town. Any records provided by the licensee that include patient or primary caregiver confidential information may be submitted in a manner that maintains the confidentiality of the document(s) under the Colorado Open Records Act, C.R.S. §24-72-201, et seq., or other applicable law. Any document that the applicant considers eligible for protection under the Colorado Open Records Act shall be clearly marked as confidential and the reasons for such confidentiality shall be stated on the document including but not limited to reference to the statutory authority under which confidentiality is claimed. The Town will not disclose documents appropriately submitted under the Colorado Open Records Act as confidential documents to any party other than law enforcement agencies.
- (3) The Town may require an audit to be made of such books of account and records as it may deem necessary. Such audit may be made by an auditor selected by the Town, who shall likewise have access to all books and records of such licensee. The expense of any audit determined to be necessary by the Town, shall be paid by the Town; provided, however, should the audit reflect a failure of the licensee, in whole or in part, to timely remit all sales taxes due to the Town, the expense of the audit shall be paid by the licensee.
- (4) Acceptance of a medical or retail marijuana establishment license of any type constitutes consent by the licensee, owners, managers and employees of such establishment to permit the Town Manager or his/her authorized representatives, to conduct routine inspections of the licensed marijuana establishment or any records related thereto to assure compliance with this Ordinance or any other applicable law, rule or regulation.

Sec. 6-4-110. Location Restrictions

- (1) Marijuana establishments are allowed in the Downtown Mixed-Use (MU-1) and Employment Commercial (C-2).
- (2) No marijuana establishment shall be licensed to operate at a location that is within three hundred (300) feet from any school, alcohol or drug treatment facility or licensed day care facility, whether located within or outside the corporate limits of the Town. The suitability of a location for the marijuana establishment shall be determined at the time of the issuance of the first license for such business. The fact that changes in the neighborhood that occur after the issuance of the first license might render the site unsuitable for a marijuana establishment under this section shall not be grounds to

suspend, revoke or refuse to renew the license for such business so long as the license for the business remains in effect. Nothing within this section shall preclude the establishment of a school or licensed day care facility within five hundred (500) feet of a pre-existing marijuana establishment.

- (3) No marijuana establishment shall be licensed to operate at a location that is within one hundred fifty (150) feet of a church or residential zone district, as such zone districts are described in the Land Use Code and as defined in the San Juan County zoning definitions, unless such location is approved under a conditional use permit by the Board of Trustees at a public hearing with required public notification as described in the Land Use Code.
- (4) The distances referred to in this Section are to be computed by direct measurement from the nearest property line of the land used for the school or licensed day-care facility or land which comprises residential or planned unit development zoned area to the nearest portion of the building in which medical marijuana establishment or retail marijuana establishment products are to be sold.

Sec. 6-4-120. Unlawful Acts

- (1) It is unlawful for any person to violate any provision of this Article. Any such violation is hereby declared a criminal offense. Each day that a violation of any provision of this Article continues to exist shall be deemed a separate and distinct violation.
- (2) For any business, establishment, facility or activity which is required by The Colorado Marijuana Code to have a state license, it is unlawful and a violation of these Regulations to operate without both a current state license and a current license issued by the local licensing authority pursuant to these Regulations of the same type and for the same activity at the same location.
- (3) A person shall not have a financial interest in a license issued pursuant to these Regulations that has not been reported to the local licensing authority and state licensing authority. This subsection shall not apply to banks, savings and loan associations or industrial banks supervised and regulated by an agency of the state or federal government.
- (4) It is unlawful for any person to operate, cause to be operated, or permit to be operated, any marijuana establishment within the Town, including a marijuana club, whether as a primary land use, an incidental use or as a home occupation, and all such uses are hereby prohibited in any location within the Town without approval and valid license issued by the Authority.
- (5) The conduct of any activity or business in violation of this Article is hereby declared to be a public nuisance, which may be abated pursuant to the provisions for the enforcement of nuisances. All violations of this Article may be abated without notice in accordance with Sec. 7-1-50 of the Municipal Code.

- (6) The Town and the Authority are specifically authorized to seek an injunction, abatement, restitution, or any other remedy necessary to prevent, enjoin, abate, or remove any violation of the Colorado Marijuana Code or these Regulations.
- (7) Any remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law or in equity.

Sec. 6-4-130. Coordination of Local and State Licenses

- (1) If a medical marijuana establishment or a retail marijuana establishment has been authorized by the State of Colorado to operate by virtue of the State having not acted on their license application within forty-five (45) days, then the establishment may operate pending the issuance of a state license.
- (2) Upon denial of a State license for a medical marijuana establishment or retail marijuana establishment which has been issued a license under these Regulations, the local license shall be revoked.
- (3) If a license is suspended or revoked by the state licensing authority, the licensee shall immediately cease operation of the marijuana establishment in the Town until the state license is re-instated during the term of a valid local license. The local licensing authority may suspend or revoke the local license upon the suspension or revocation of the State license.
- (4) Upon the surrender of a State license for a medical marijuana establishment or retail marijuana establishment which has been issued a license under these Regulations, the local license shall be deemed surrendered and of no further effect. Existing marijuana products and/or inventory shall be disposed of as provided in any order of suspension or revocation.

Sec. 6-4-140. Duration of Local Licenses

- (1) Except as provided herein, any local license issued under these Regulations shall, unless sooner revoked, surrendered by the licensee, or otherwise terminated, expire upon the expiration of the corresponding license of the same type for the same activity at the same location issued by the state licensing authority pursuant to the Colorado Marijuana Code as applicable.
- (2) A retail marijuana establishment license that was fully converted from a medical marijuana establishment license will assume the balance of the license term previously held by the surrendered medical marijuana establishment license.
- (3) If a court of competent jurisdiction having jurisdictional effect in Colorado determines that the issuance of local licenses, or some of them, violates federal law, and such decision becomes final and un-appealable, all such licenses issued under these Regulations shall be deemed immediately revoked by operation of law, with no ground for appeal or other redress on behalf of the licensee.

Sec. 6-4-150. License Contents and Posting of License Certificate

- (1) The licenses issued pursuant to these Regulations must specify the date of issuance, the period the license is effective, the name of the licensee, the premises licensed, and any conditions on the license.
- (2) After the Authority issues a license, the Clerk of the Authority shall issue to the licensee a certificate evidencing issuance of the license with the information contained in paragraph (1) of this section and the following:

THIS LICENSE CONFERS ONLY A LIMITED AND CONDITIONAL PRIVILEGE SUBJECT TO THE REQUIREMENTS, CONDITIONS, LIMITATIONS AND QUALIFICATIONS OF THE SILVERTON MUNICIPAL CODE, AS AMENDED, AND STATE LAW. THIS LICENSE DOES NOT CONFER A PROPERTY RIGHT OF ANY KIND. THE LICENSE AND THE PRIVILEGE CREATED BY THE LICENSE MAY BE FURTHER REGULATED, LIMITED OR COMPLETELY EXTINGUISHED BY THE TOWN WITHOUT ANY COMPENSATION TO THE LICENSEE. THIS LICENSE IS SUBJECT TO THE FUTURE EXERCISE OF THE OPTIONS DESCRIBED IN SECTION 16(5)(f) OF ARTICLE XVIII OF THE COLORADO CONSTITUTION AND SECTION 44-10-104, C.R.S., AND OTHER FUTURE ORDINANCES PASSED BY THE PEOPLE OF THE TOWN OF SILVERTON OR BOARD OF TRUSTEES. THE HOLDER OF THIS LICENSE SHALL BE SUBJECT TO ANY ORDINANCE OR PROHIBITION PASSED AFTER THE LICENSE WAS APPROVED OR ISSUED. IN THE EVENT THAT THE PEOPLE OF THE TOWN OF SILVERTON, BY A MAJORITY VOTE OF THE REGISTERED ELECTORS OF THE TOWN, AT A REGULAR OR SPECIAL ELECTION, OR A MAJORITY OF BOARD OF TRUSTEES, VOTE TO PROHIBIT BY ORDINANCE THIS TYPE OF LICENSE AND THE OPERATION OF THIS TYPE OF MARIJUANA ESTABLISHMENT WITHIN THE TOWN OF SILVERTON, PURSUANT TO SECTION 16(5)(f) OF ARTICLE XVIII OF THE COLORADO CONSTITUTION AND SECTION 44-10-104, C.R.S., THEN THIS LICENSE SHALL BE VOID AND THE OPERATION OF THIS MARIJUANA ESTABLISHMENT SHALL BE ILLEGAL ON THE EFFECTIVE DAY OF SUCH ORDINANCE.

- (3) The licensee shall post the following on the licensed premises in a prominent place where persons can easily view and read while standing in a location accessible to the public:
 - (a) The license certificate issued by the State, along with any conditions on the same.
 - (b) The license certificate issued by the Authority, along with any conditions on the same.
 - (c) A notice at least twenty-four (24) inches by twenty-four (24) inches in letters at least one (1) inch in height, stating:

THIS RETAIL MARIJUANA LICENSED PREMISES IS MANAGED BY: (STATE NAME, ADDRESS AND PHONE NUMBER FOR REGISTERED MANAGER). THE PRINCIPALS IN THIS BUSINESS ARE AS FOLLOWS: (NAMES)

Sec. 6-4-160. Licensing Procedure

The authority shall consider and may act upon all complete local license applications as authorized by these Regulations. The authority shall defer to the State to enforce compliance with the requirements in the Colorado Marijuana Code and any other State regulations not covered by these Regulations. The authority shall grant or deny a license based solely upon the authority's investigation and findings, and a public hearing shall be required. The authority shall deny any application that is not in full compliance with these Regulations.

Sec. 6-4-170. Application Forms

- (1) All applications for marijuana establishment licenses shall be made upon forms provided by the state and local licensing authority. Applications shall provide for confirmation of compliance with all requirements of these Regulations and the approval criteria set forth herein and shall include the following supplemental materials:
 - (a) Identity of the owner of the property on which the premises is located;
 - (b) Confirmation that the location is within the Downtown Mixed-Use (MU-1) and Employment Commercial (C-2), and any necessary Land Use Code approvals have been obtained;
 - (c) A site plan of the premises;
 - (d) A list of all other uses on the property;
 - (e) A list of all proposed changes or modifications to the premises, including any such proposed changes that are proposed because of State licensing requirements;
 - (f) The number of vehicle trips per day expected to be generated by the business;
 - (g) The expected source and level of water use for the premises;
 - (h) Permits or other applicable documentation related to well use, septic system use, and water sanitation;
 - (i) A copy of the State sales tax license for the business;
 - (j) A narrative together with drawings for how the business will manage parking for customers and employees, including overflow parking if demand exceeds the number of spaces at the premises;

- (k) An explanation of any enforcement action taken by the state or any other jurisdiction with respect to any marijuana establishment license held by the applicant during the previous 12 months;
- (l) A description of all toxic, flammable, hazardous or other materials regulated by a federal, state or local government having authority (or that would have authority over the business if it was not a marijuana business), that will be used, kept, or created at the premises (or the property of which the premises are a part); Material Safety Data Sheets for each; the location of use and storage of each shall be identified on the site plans;
- (m) A plan for ventilation of the facilities that describes the ventilation systems that will be used to mitigate any odor of marijuana off the premises of the business. For marijuana establishments that grow marijuana plants, such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems mitigating odor leaving the premises. For marijuana establishments that produce marijuana products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process. For marijuana establishments that grow marijuana plants, such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any odor leaving the premises;
- (n) An inspection of the licensed premises fully equipped per the current plan of operation from a state electrical inspector, master electrician licensed in Colorado or electrical engineer registered in Colorado for compliance with applicable electrical codes;
- (o) For medical marijuana cultivation and medical marijuana products manufacturing license applications, information about which medical marijuana store is associated with the business;
- (p) A detailed drawing, with scale of the floor plan.

(2) A site plan of the premises will be scaled and show the following:

- (a) The scale used;
- (b) North arrow designating true north;
- (c) Property boundaries of the premises, indicating front, rear and side lines;
- (d) Location of all proposed buildings/structures and existing buildings/structures that will remain;
- (e) Locations and dimensions of all existing and proposed roads, on and adjacent to the premises, driveways, easements, rights-of-way, existing and proposed utilities;

- (f) Setbacks from buildings and structures, measured in feet (measured from the nearest lot line, road right-of-way or platted right-of-way, whichever is closest, to the eaves or projections from the building or from decks, for all sides of a structure);
- (g) Platted building envelope(s), if applicable;
- (h) Parking areas and spaces;
- (i) Location of signs/advertising, outdoor lighting, landscaping and/or fencing, structural screening elements;
- (j) Total acreage or square footage of the premises; and
- (k) Total square footage of all buildings and total square footage of building footprints.

(3) All applications for licenses involving cultivation of marijuana shall submit a plan that specifies whether and how CO₂ gas will be used in the cultivation and the location of the generation, use and storage shall be identified on the site plans.

(4) The authority may, at its discretion, waive specific submission requirements or require the submission of additional materials as may be useful in making a determination under these Regulations.

(5) An applicant must have filed a complete application for a license of the same type for the same activity at the same location to the state licensing authority before it may apply to the local licensing authority.

(6) The applicant must update any of the information required of an application by this Section in the event of any material change between the time the application is first submitted and the issuance or denial of the license.

(7) By submitting a license application, the applicant and, if the applicant is not the owner, the owner of the premises to be licensed, certify that the applicant has received permission from the premises owner to allow inspections as may be required under The Medical Marijuana Code, Retail Marijuana Code or these Regulations for purposes of local licensing. In addition, the owner of the premises and the applicant authorize the authority and its designee, departments and agencies of the Town, the San Juan Fire and Rescue Authority or its designee, and the San Juan County Public Health Services or its designee or other governing health department to enter upon and inspect the premises for the purposes of implementing these Regulations. Such inspections shall take place at reasonable times and before issuance of a local license. This section shall not in any way limit any inspection authority of any of these departments and agencies authorized under any other provision of law.

Sec. 6-4-180. Processing Applications

(1) Applications shall be submitted to the Town Clerk in care of the authority.

- (2) Applications will be deemed submitted only when complete and when accompanied by the applicable fees. Notwithstanding having deemed an application complete, the authority may, at its discretion, require the submission of additional information and materials as may be useful in investigating the application and making a determination under these Regulations.
- (3) Upon a determination that a complete application, including all required forms and fees, for a license has been received, the Authority will refer copies of the application or relevant portions of it to the following agencies or departments for the following purposes. These agencies and departments must submit their written findings and conclusions to the Town Administrator as expeditiously as possible, and no later than sixty (60) days after the referral.
 - (a) Building Department: For determination of consistency with Town building and fire code provisions. The Building Department also shall conduct the post-approval inspections required by these Regulations as a condition of approval.
 - (b) Planning Department: For determination of consistency with the Land Use Code.
 - (c) San Juan County Public Health Services or governing health department: For determination of consistency with sanitation system regulations and whether there are unresolved public health enforcement actions with respect to the premises.
 - (d) Any other Town department deemed relevant in the circumstances: For determination of consistency with its regulations.
 - (e) San Juan County Sheriff's Department: For investigation as requested by the local licensing authority.
 - (f) Town departments shall review the application and inspect the premises as deemed appropriate or requested by the local licensing authority to confirm consistency with building and equipment standards imposed by the Colorado Marijuana Code and these Regulations.
- (4) The local licensing authority may request that the state licensing authority advise the local licensing authority of any items the state licensing authority finds in its investigation that could result in the denial of the state license. If the local licensing authority receives such a notice from the state, it shall suspend its review of the local license until it receives a notice from the state licensing authority that the issues have been corrected and the applicant is eligible for a state license.
- (5) The local licensing authority shall endeavor to take final action on a license application within ninety days after a complete application, together with all applicable fees, has been submitted. If the Colorado Constitution Article XVIII, §16(5)(h) or (i) apply to require the local licensing authority to issue a license in lieu of license issuance by the state, a final decision on the application will be taken within ninety (90) days of receipt of a complete application and all fees therefor.

(6) The applicant shall be responsible for submitting any required application, fees and materials directly to the state licensing authority which are required under the Colorado Marijuana Code.

Sec. 6-4-190. Basic Criteria

(1) Before approving a local license, the authority shall determine that all of the following requirements have been met by the applicant:

- (a) The appropriate application is complete and the full application fee, license fee and operating fee have been paid;
- (a) The Town has determined that the use is permitted at the location of the premises and the owner or operator has obtained any required approvals under the Land Use Code;
- (b) No zoning violations exist on the premises;
- (c) All proposed signs meet the requirements of the Code and these Regulations;
- (d) All proposed lighting meets the Land Use Code;
- (e) The premises and any structure in which the use is located has been inspected by the Town Building Official or his or her designee and the premises and structure comply with all applicable uniform code provisions including, but not limited to, building and fire codes, or building plans have been submitted that meet the requirements of the uniform codes and all necessary permits have been obtained from the Town;
- (f) The premises comply with any site-specific development requirements or applications or plans have been submitted that meet the requirements and all necessary permits or approvals have been obtained from the Town to implement the applications or plans;
- (g) The premises has an alarm and video surveillance systems that comply with these Regulations, or applications or plans have been submitted that meet the requirements and all necessary permits or approvals have been obtained from the Town to implement the applications or plans;
- (h) The premises are not subject to unresolved enforcement action by the San Juan County Public Health Services or other governing health department;
- (i) All property taxes have been paid and no tax liens exist on the premises;
- (j) The applicant and premises are in compliance with all other applicable Town regulations;
- (k) The application, including any required attachments and submissions, does not contain a material falsehood or misrepresentation; and

- (l) The proposed licensed premises are located in a location permitted by these Regulations.

Sec. 6-4-200. Burden of Proof

The applicant bears the burden of proving it meets all licensing requirements.

Sec. 6-4-210. State License Must Be Issued First

Before a local license may be issued, the applicant must have applied for a State license of the same type for the same activity at the same location as provided in The Colorado Marijuana Code, as applicable. If the local licensing authority determines it is impracticable to withhold action on an application which it would otherwise approve until a State license is issued, a local license may be issued, conditioned on the issuance of the State license, if it is demonstrated to the satisfaction of the local licensing authority that the applicant is eligible to receive its state license of the same type for the same activity at the same location based on information provided by the state licensing authority.

Sec. 6-4-210. Buildings Must Be Ready for Occupancy Prior to Issuance

An application may be conditionally granted with contingencies associated with completion of improvements and modifications to the building and premises associated with the application so long as plans or applications have been submitted in compliance with the requirements of the code and any necessary approvals and permits have been issued, as set forth herein. No license shall be issued after approval of an application and no premises may begin operating a marijuana establishment until the building in which the business is to be conducted is ready for occupancy, a building permit certificate of occupancy issued, if applicable, with such furniture, fixtures, and equipment in place as is necessary to comply with the applicable provisions of these Regulations, and an inspection of the premises has been made by the local licensing authority or state licensing authority to determine that the applicant has complied with all conditions, contingencies and requirements.

Sec. 6-4-220. Action on Applications

The local licensing authority shall consider and act upon all complete local license applications as authorized by these Regulations. The authority shall deny any application that is not in full compliance with these Regulations.

Sec. 6-4-230. Public Hearings and Public Notice

- (1) A public hearing shall be held to consider every application for a license subject to the limitations with respect to applications to renew licenses as provided in Part 7 herein.
- (2) A public hearing shall be held not less than thirty days after the date the completed application is submitted. The authority shall cause to prepare, and the applicant shall post and publish public notice thereof not less than ten (10) days before the hearing. The applicant shall give public notice by posting a sign in a conspicuous place on the premises for which a local license application has been made and by publication in a

newspaper of general circulation in the Town.

- (3) Notice given by posting shall include a sign of suitable material, not less than twenty-two (22) inches wide and twenty-six (26) inches high, composed of letters not less than one (1) inch in height and stating the type of license applied for, the date of the application, the date of the hearing, and the name and phone number of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a partnership, the sign shall contain the names and addresses of all partners, and if the applicant is a corporation, association, or other organization, the sign shall contain the names and addresses of the president, vice-president, secretary, and manager or other managing officers.
- (4) Notice given by publication shall contain the same information as that required for signs.
- (5) If the building in which the marijuana is to be sold, cultivated, processed or tested is in existence at the time of the application, any sign posted as required in this Section shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of the application, the applicant shall post the sign upon the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

Sec. 6-4-240. Preliminary Findings

Not less than five (5) days before the date of hearing, if one has been set, or before taking action on the application, the local licensing authority shall make known its findings based on its investigation in writing to the applicant. If a public hearing has not already been set, the applicant may request a public hearing which request shall be granted unless the recommendation is for approval.

Sec. 6-4-250. License Findings

- (1) Before entering any decision approving, conditionally approving or denying the application, the local licensing authority shall consider, except where these Regulations specifically provide otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts, and any other pertinent matters affecting the qualifications of the applicant for operating the type of marijuana establishment proposed.
- (2) Before entering any decision approving, conditionally approving or denying the application, the authority shall make a finding as to the good moral character of the applicant in accordance with the standards and procedures set forth in The Colorado Marijuana Code. In so doing, the authority may incorporate any findings as to good moral character previously made by the state licensing authority. The authority shall not be required to perform a criminal background check:
 - (a) if the state licensing authority has performed a background check on the applicant to the satisfaction of the authority; or

- (b) if the authority approves a license conditioned on the completion and successful review of the background check by the state licensing authority.
- (3) Before entering any decision approving, conditionally approving or denying the application, the authority shall make a specific finding of fact as to whether the proposed licensed premises is located within any distance restrictions established within Regulations.

Sec. 6-4-260. Decision on Applications

- (1) The local licensing authority has authority to refuse to approve, renew or transfer any license for good cause.
- (2) The local licensing authority may approve an application subject to conditions related to these Regulations, The Colorado Marijuana Code, and the state regulations promulgated pursuant thereto, as applicable.
- (3) Within thirty (30) days after the public hearing or completion of the application investigation, whichever is later, the local licensing authority shall issue its decision approving, approving with conditions or denying an application. The decision shall be in writing and shall state the reasons for the decision.

Sec. 6-4-270. Notice of Decision

The local licensing authority shall promptly notify the applicant and the state licensing authority of its decision. Notice to the applicant will be deemed given upon personal delivery or three (3) calendar days after deposit in a depository of the US Postal Service, first class postage paid.

Sec. 6-4-280. Review of Local Licensing Authority Decision

If a license is approved, conditionally approved or denied following the public hearing by the local licensing authority, that decision shall be deemed final action and the sole remedy is review of the decision pursuant to the Town Board of Trustees. BOT decisions may then be appealed in accordance with Colorado Rules of Civil Procedure Rule 106(a)(4).

Part 6. DUTIES OF A LICENSEE**Sec. 6-4-290. Notice of Changes**

- (1) A licensee shall notify the local licensing authority in writing of the name, address, and date of birth of any new proposed owner, officer or manager before the new owner, officer, or manager begins owning, managing or associating with the operation. The proposed owner, officer, manager, and employees must pass a fingerprint-based criminal history record check as required by the state licensing authority and obtain the required identification before owning, managing, or associating with the operation. A transfer of ownership of a license shall be subject to these Regulations.

- (2) A licensee shall report each transfer or change of financial interest in the marijuana establishment to the state and local licensing authorities and receive approval prior to any transfer or change of the license. A report is required for transfers of capital stock of any corporation regardless of numbers or values of shares or size of the corporation.
- (3) A licensee shall report any change of trade name to the local licensing authority before using it.

Sec. 6-4-300. Possession of Licensed Premises

At all times, a licensee shall possess and maintain possession of the licensed premises for which the License is issued by ownership, lease, or other arrangement suited for possession of the premises for the duration of the License.

Sec. 6-4-310. Public Display of Licenses

The licensee shall at all times conspicuously display the local and the state-issued licenses on the licensed premises pursuant to these Regulations.

Sec. 6-4-320. On-site Access to Occupational Licenses and Registrations

All persons owning, managing, operating, employed by, working in or having access to restricted areas of a licensed premises of any licensee who are required by The Colorado Marijuana Code or the state administrative regulations promulgated pursuant thereto to have occupational licenses and registrations must at all times have a valid license and/or registration from the state licensing authority. At all times when on the licensed premises, all such persons shall have on their person, and conspicuously display their occupational licenses and registrations required by the state licensing authority. Copies of all such licenses issued by the state licensing authority shall be provided to the authority. Provided, however, if (i) a State application for the required occupation license or registration is pending; and (ii) the Town has performed a background check and determined the proposed manager or employee to be temporarily acceptable, then compliance with this Section 6.5.6.4 may be extended for up to ninety (90) days from the start of their employment.

Sec. 6-4-330. Compliance with Laws

A licensee shall at all times comply with and maintain the licensed premises in compliance with all of the terms and conditions of the license, the requirements of these Regulations, and all applicable state and local laws.

Sec. 6-4-340. Public Display of Licenses

The licensee shall at all times conspicuously display the local and the state-issued licenses on the licensed premises pursuant to these Regulations.

Sec. 6-4-350. Notice of Changes in State License Status

A licensee shall notify the local licensing authority in writing if its state license of the same type for the same type of activity at the same location as that issued by the local licensing authority has been denied, expired, renewed, revoked or transferred. Notice must be in writing and given to the Town Administrator within four (4) business days of the action by the state licensing authority. The licensee shall give a copy of a new or renewed state license to the local licensing authority within four business days of its receipt from the state.

Sec. 6-4-360. Notice to Public Safety Agencies

Before commencing operation, a licensee shall notify the San Juan Fire and Rescue Authority and the local Office of Emergency Management of the identity of all toxic, flammable, hazardous, or other materials regulated by a federal, state or local government having authority (or that would have authority over the business if it was not a marijuana business), that will be used, kept, or created at the licensed premises, the location of such materials, how such materials will be stored, and shall provide Material Safety Data Sheets where applicable. Before commencing operation, a licensee also shall notify the local firefighting agency whether CO2 or CO2-generating is used on the licensed premises, the method and the location. A licensee shall promptly, within no more than one (1) week, notify the Silverton Fire and Rescue Authority of any changes in this information. All notices shall be in writing, with a copy sent to the local licensing authority.

Sec. 6-4-370. Timeline for Application of License Renewal

- (1) A license is immediately invalid upon its expiration unless a late renewal application is allowed and filed as provided in this Section. Unless otherwise expressly provided in these Regulations, if a license is not renewed by the local licensing authority before its expiration, the licensee may not operate.
- (2) A licensee desiring a renewal of an existing license must apply for the renewal to the local licensing authority not less than sixty (60) days before the date of expiration of the current license. The local licensing authority, in its discretion, based upon reasonable grounds, may waive the sixty (60) daytime requirement. Reasonable grounds include that the licensee has pending a timely- filed application for renewal of its state license. A licensee who files a renewal application and pays the requisite fees may continue to operate until the local licensing authority takes final action to approve or deny the renewal application. The local licensing authority shall not accept an application for renewal of a license after the date of expiration except as provided in this Section.
- (3) Notwithstanding the provisions of this Section, a licensee whose license has been expired for not more than ninety days may file a late renewal application if an application for renewal of the corresponding state license has been accepted by the state licensing authority, is pending, and the required fees have been paid. In those circumstances, the licensee may continue to operate until both the State and Local Licensing Authorities have taken final action on the licensee's late renewal application unless the state licensing authority summarily suspends or denies the license, in which case the licensee must cease operation immediately.
- (4) The application for any renewal shall contain, at a minimum, all the information

required by these Regulations for an original license application, and any supplemental information requested by the authority.

Sec. 6-4-380. Approval Criteria

The approval criteria hereof for approval of a new license shall be applicable to an application for a renewal. An approval may be granted subject to immediate suspension based on violations during the licensing term prior to the renewal of these Regulations, The Colorado Marijuana Code, or state regulations promulgated there under.

Sec. 6-4-390. No Transfers of Assignment of Licenses

A license issued under these Regulations is not transferable or assignable, including, without limitation, not transferable or assignable to different premises, or to a different owner or licensee, except in accordance with these Regulations. A license is valid only for the person specifically identified on the license and for the specific location for which the license is issued. Any attempt to transfer or assign a license in violation of these provisions voids the license.

Sec. 6-4-400. License Transfers Allowed

A licensee may transfer or assign all ownership, rights and interests in a local license issued pursuant to these Regulations, or transfer that license to a different premises within the Town, subject to prior application to, and approval by, the local licensing authority and in compliance with The Colorado Marijuana Code, and the state regulations promulgated pursuant thereto, as applicable to such transfer or assignment.

Sec. 6-4-410. License Transfer Application

The application for any transfer shall contain, at a minimum, all of the information required by these Regulations for an original license application, and any supplemental information requested by the authority.

Sec. 6-4-420. Approval Criteria

The approval criteria hereof for approval of a new license shall be applicable to an application for a transfer.

Sec. 6-4-430. Procedures; Action on Application

The local licensing authority may hold a public hearing on the application. To the extent applicable, the provisions herein for application of a new license shall govern processing and action on the application for transfer.

Sec. 6-4-440. Period of Transferred License

Approval of the transfer of a license has the same effect as approval of a new license and the transferred license shall expire upon the expiration of the corresponding license of the same type for the same activity at the same location issued by the state licensing authority.

Sec. 6-4-450. Inspection

- (1) The local licensing authority shall have the rights of entry upon and into and inspection of the premises and records of a licensee to the fullest extent authorized by The Colorado Marijuana Code, and the state administrative regulations promulgated pursuant thereto, as applicable.
- (2) The local licensing authority shall at all times during the licensee's business hours, upon request, be admitted to the licensed premises, including any limited access or other secured areas within them to inspect for compliance with these Regulations. The local licensing authority may request to inspect during non-business hours if the licensee's normal business hours are inconsistent with typical business hours.

Sec. 6-4-460. Enforcement Actions

To enforce compliance with these regulations, the local licensing authority may pursue any or all of the following actions:

- (1) Deny the renewal or transfer of a license;
- (2) Impose conditions on the renewal or transfer of a license;
- (3) Suspend or revoke a license;
- (4) Pursue the abatement of the violation as a public nuisance, pursuant to Silverton Municipal Code;
- (5) Obtain in the Silverton Municipal Court or San Juan County Court an order for injunction, abatement, restitution, or other remedy necessary to prevent, enjoin, abate or remove the violation;
- (6) Prosecution of any violator pursuant to the Silverton Municipal Code;
- (7) Prosecution and fines of any violation pursuant to Sections 44-10-102(3), 44-10-202(1)(c), 44-10-701, 44-10-702, and 18-1.3-501, C.R.S; and
- (8) Fines in lieu of suspension pursuant to Section 44-10-101 et seq., C.R.S.

Sec. 6-4-470. Hearing; Suspension, Revocation of License

- (1) A license issued pursuant to these Regulations may be suspended or revoked by the local licensing authority after a hearing for any of the following reasons:
 - (a) Fraud, misrepresentation or a false statement of material fact contained in the license application;
 - (b) A violation of any Town, county, state or federal law or regulation with respect to the ownership or operation of the marijuana establishment or with respect to the licensed premises - other than a federal law or regulation concerning the

possession, sale or distribution of marijuana that conflicts with Amendment 20 or Amendment 64 to the Colorado Constitution.

- (c) A violation of any of the terms and conditions of the license;
- (d) A violation of any of the provisions of these Regulations;
- (e) The corresponding state license has been suspended or revoked by the state licensing authority; or
- (f) The licensed premises have been inactive without good cause for at least six (6) months.

(2) A licensee shall be given notice in writing of the allegations and of a hearing to consider suspending or revoking its license at least ten (10) days before the hearing. The notice shall be sent by regular mail, postage prepaid. Notice will be deemed given upon mailing.

(3) Evidence in support of the charges shall be given first, followed by cross-examination of those testifying thereto. The licensee, in person or by counsel, shall then be permitted to give evidence in defense and in explanation.

(4) If the evidence presented at the hearing does not support the charges stated in the notice and order served upon the licensee, but standing alone establishes that the licensee has engaged in a different violation of these Regulations, The Colorado Marijuana Code, as applicable, or an order of the state or local licensing authority, the licensee shall be permitted to give evidence and statement in defense if then prepared to do so. If such evidence is not then available, but can be obtained by the licensee, the licensee shall state the substance thereof and upon his request the hearing may be recessed for not more than fourteen (14) days, and shall then continue under the same procedure as though no recess had occurred.

(5) The burden of proof shall be on the Town to show that grounds exist for suspension or revocation of the license.

(6) Any decision made by the local licensing authority pursuant to this Section shall constitute the final decision of the Town, is effective immediately unless otherwise stated in the decision, and may be appealed pursuant Section 6-4-280 of this Section.

(7) No fee previously paid by a licensee in connection with the application or license shall be refunded if the license is suspended or revoked.

Sec. 6-4-480. Enforcement Provisions Not Exclusive

The enforcement provisions expressly stated in these Regulations are not exclusive. The Town and local licensing authority shall have any and all enforcement powers afforded by the Charter, Municipal Code, state statutes, and state regulations. In addition to all other remedies available to the Town under these Regulations or by other law, including The Colorado Marijuana Code and the state regulations promulgated thereto, violations may be prosecuted in the Town of Silverton Municipal Court or any other court of

competent jurisdiction.

Sec. 6-4-490. Deference to State Licensing Authority

The authority may defer to the state to enforce compliance with the requirements in The Colorado Marijuana Code.

Sec. 6-4-500. Fees Set by Resolution

The Board of Trustees may set and revise application, license, and operating fees by resolution.

Sec. 6-4-510. Medical Marijuana Establishments

The fees and charges for medical marijuana establishments shall be pursuant to the Town Fee Schedule.

Sec. 6-4-520. Retail Marijuana Establishments – Application Fees

Application fees for retail marijuana establishment licenses are determined by The Colorado Marijuana Code and collected by the state licensing authority. The local authority may collect an operating fee for retail marijuana establishments pursuant to the Town Fee Schedule.

Sec. 6-4-530. Retail Marijuana Establishments – Operating Fees

- (1) Operating fees, if any, shall be set with the objective of offsetting the cost to the Town of administering these regulations.
- (2) Operating fees for any license (including any renewal or transfer of a license) shall be pursuant to the Town's Fee Schedule, in addition to the application fee received by the local licensing authority for the license (but not reduced below zero). Operating fees must be paid in full before a license, including a renewal or transfer of a license, is issued. The full operating fee is due in advance for any retail marijuana establishment license that was fully converted from a medical marijuana establishment license. No operating fee will be refunded even if the license is transferred, revoked, surrendered, suspended or otherwise is not valid for a full year, or if the operation ceases or never commences before expiration or revocation of the license.
- (3) If it is deemed reasonably necessary to engage the services of an outside consultant to review an application for a retail marijuana license, including an application for transfer or renewal, the cost of the consultant shall be charged to the applicant as an additional operating fee. Once the estimate is established, the local licensing authority shall notify the applicant in writing of the fee and its amount. Until the fee is paid, the application shall be incomplete and shall not be further processed. The amount of the fee may be increased at any time if it is determined by the authority that the fee is not sufficient to cover all consulting costs associated with the

application. If the authority so determines, it shall notify the applicant in writing of the amount of the increase. Not later than ten (10) days following the notice, the applicant shall pay the amount of the increase. If the increase is not timely paid, the application shall be deemed withdrawn by the applicant.

Sec. 6-4-540. Retail Marijuana Establishments – Late Filing Penalty

If a complete application for a renewal license is not submitted until after the expiration of a license, and the licensee qualifies for consideration of that late renewal pursuant to Section 6-4-370, the renewal application must be accompanied by a late renewal penalty, if any, as stated on the Town Fee Schedule.

Sec. 6-4-550. Payment of Fees

All fees are due and must be paid before any application is deemed complete. All funds must be remitted in the form of a business check or certified funds.

Sec. 6-4-560. Patients and Primary Caregivers

- (1) Nothing in this Article shall be construed to prohibit or otherwise impair the use of medical marijuana by patients, in accordance with The Colorado Constitution and consistent with § 25-1.5-106, C.R.S. and rules promulgated thereunder, as may be amended from time to time.
- (2) Primary caregivers within the Town are authorized to engage only in those activities regarding medical marijuana that are set forth in Article XVIII, Section 14 of The Colorado Constitution, as defined and limited by § 25-1.5-106, C.R.S. Primary caregivers who engage in the sale of medical marijuana and/or who charge for care-giver services, shall be deemed to be operating a business within the Town and shall obtain a business license pursuant to the Silverton Municipal Code.
- (3) Primary caregivers and patients who engage in the cultivation of medical marijuana or the provision of care-giver services within the Town, whether for compensation or not, shall comply with these Regulations, as applicable, and all regulations of general applicability within the Town, including zoning regulations and uniform codes.



AGENDA MEMO

SUBJECT: Ordinance 2025-11

STAFF CONTACT: Gloria Kaasch-Buerger, Clayton Buchner

MEETING DATE: 6.23.25

Overview:

The Town of Silverton has the following language adopted in it's code:

Sec. 13-1-90. - Reimbursement for main extensions and system improvements.

In the event a developer constructs water and sewer improvements through an unserviced area of the Town and subsequent service lines are connected to the new water or sewer lines as property abutting these lines is developed, the Town may collect a charge per foot of property frontage from the property owner prior to connection to the main. If such a charge is collected, the Town shall reimburse the developer to the extent of the collection; however, in no event shall the total reimbursements exceed the total cost of the system improvements. The reimbursement fee shall be figured as follows: the total original construction cost of the extension of the main distribution or collection line divided by the total footage thereof (which equals the cost per front foot) times the number of linear feet of property frontage being developed, computed in full lot increments, and not less than the minimum lot area requirements of the Town zoning regulations. Property shall be considered to be developed at such time as a dwelling, building, occupied structure or portion thereof is constructed on a particular lot. Such reimbursement shall only be made for a period of ten years following the date of completion and initial acceptance of the improvements.

The Town does not have a tracking system for prior infrastructure reimbursements. When trying to apply this code to a recent project, staff consulted with our attorney who recommended repealing this ordinance. There are other mechanisms for a private landowner to be paid back for extending the infrastructure such as a Special Improvement District. The staff has not found a suitable replacement code from another community to replace our code language with but continues to research options.

Issues with the current code language include:

1. TABOR related legal challenges (commitment of unbudgeted funds)
2. Challenging an unauthorized fee
3. No identified appeal process
4. The term "may collect" creates legal uncertainty
5. The ambiguity of how the measurement is calculated
6. Unnecessary and unknown fiscal impact

Staff Recommendation:

It is the recommendation of staff and the attorney that this code language be repealed.

Master Plan or Trustee Priority:

Operational Priority

Attachments:

- Ordinance 2025-11

Suggested Motion or Direction:

Motion to conduct the first reading of Ordinance 2025-11 An Ordinance of the Town of Silverton Repealing Chapter 13, Article 1, Section 13-1-90, of the Silverton Municipal Code Regarding the Reimbursement for Main Extensions and System Improvements



TOWN OF SILVERTON COLORADO ORDINANCE 2025-11

AN ORDINANCE OF THE TOWN OF SILVERTON REPEALING CHAPTER 13, ARTICLE 1, SECTION 13-1-90, OF THE SILVERTON MUNICIPAL CODE REGARDING THE REIMBURSEMENT FOR MAIN EXTENSIONS AND SYSTEM IMPROVEMENTS.

WHEREAS, the Town of Silverton (“Town”), Colorado is a statutory town incorporated and duly organized under the laws of the state of Colorado; and

WHEREAS, the Town has the authority to enact laws to regulate sewer and water systems for the public’s health, safety, and welfare pursuant to Colorado Revised Statutes (C.R.S.) Section 31-35-402; and

WHEREAS, the Board of Trustees of the Town of Silverton hereby finds and determines that repealing Chapter 13, Article 1, Section 90 – Reimbursement for main extensions and system improvements, is appropriate and necessary to the function and operation of the Town; and

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

- I. **Repeal of Chapter 13, Article 1, Section 13-1-90 of the Municipal Code.** Chapter 13, Article 1, Section 13-1-90 of the Municipal Code is hereby repealed in its entirety.
- II. **Incorporation of Recitals.** The recitals set forth above are incorporated and ordained hereby as if set forth hereafter in full.
- III. **Public Inspection.** The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.
- IV. **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.
- V. **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 _____, 2025.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk

FINALLY PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING AND ORDERED POSTED AND PUBLISHED IN THE MANNER PROVIDED IN SECTION VII 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 _____, 2025, BY A VOTE OF THIS ORDINANCE AS IS ON FILE IN THE TOWN CLERK'S OFFICE FOR PUBLIC INSPECTION.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk



AGENDA MEMO

SUBJECT: Ordinance 2025-09
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: 6.23.25

Overview:

At the March 6, 2025, Personnel and Ordinance Committee meeting, several members of the Wildlife Coalition discussed with the committee a wildlife protection ordinance. The committee and the WC members decided to start by amending our current code to create protections for wildlife. The WC members, Bevan Harris, and myself met on April 8th and reviewed our current code and wildlife protection codes from across the state. The group came up with three areas of our code to amend for clarity and protection of both humans and wildlife and presented these to the Personnel and Ordinance Committee on April 17th. The Personnel and Ordinance Committee approved the changes and staff was directed to write an ordinance for the board to consider. The following changes are proposed:

1. Current Code:

Section 7-8-210- Cruelty to animals

It is unlawful for any person to overdrive, overload, drive when overloaded, overwork, torture, deprive of necessary sustenance, cruelly beat, mutilate or kill needlessly, harass or taunt in any way and by any means, or to carry or transport in any vehicle or otherwise in a cruel and inhumane manner, any animal, or to cause any of these acts to be done.

Proposed Addition to Section 7-8-210:

It is unlawful for any person to harass a wild animal. "Harass" means to unlawfully endanger, worry, impede, annoy, pursue, disturb, molest, rally, concentrate, harry, chase, drive, herd, or torment wildlife.

The definition for "Harass" was taken from the Colorado Parks and Wildlife.

2. Current Code:

Section 7-8-350- Running at large; fines

(a) It is a violation of this Section for the owner of any dog or cat to permit such dog or cat to run at large within the Town, Hillside Cemetery, Kendall Mountain Recreation Area or Molas Lake Park. For the purposes of this Section, a dog or cat shall be declared to be running at large when it is off the residential or business premises of its owner or a member of the owner's immediate family, except that a dog restrained by leash, cord or chain not more than ten feet in length and under the physical control of the owner or other person having control of said dog shall not be declared to be running at large. If a dog or cat is found to be at large in the Town, Hillside Cemetery, Kendall Mountain Recreation Area or Molas Lake Park, the owner or keeper shall be presumed to have violated this Section.

(b) Any owner found to be in violation of this Section shall be subject to the following fine schedule:

(1) First offense within any 12-month time period: \$25.00.

(2) Second offense within any 12-month time period following the first offense: \$50.00.

(3) Third offense within any 12-month time period following the second offense: \$100.00.

(4) For each and every offense within any 12-month time period following either the third offense or any offense thereafter occurring within 12 months of a prior offense: \$300.00 and/or 90 days in jail and mandatory court appearance.

(c) Any time a dog or cat is picked up and transported to the animal shelter and kept there, a fee will be imposed, which fee shall be as set forth on the Town's Fee Schedule. This fee will be added to any fines imposed in any previous section of this Division.



AGENDA MEMO

SUBJECT: Ordinance 2025-09
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: 6.23.25

Proposed Addition 7-8-350 (d)

(d) No owner shall intentionally, knowingly, recklessly, or with criminal negligence allow a dog or cat to harass wildlife, whether the wildlife is actually injured or not.

Attorney's Recommendation:

No owner shall intentionally, knowingly, recklessly, with criminal negligence, or by permitting a dog or cat to run at large allow a dog or cat to harass wildlife. "Harass" means to unlawfully endanger, worry, impede, annoy, pursue, disturb, molest, rally, concentrate, harry, chase, drive, herd, or torment wildlife. Harassment does not require actual injury to wildlife.

This language was taken from the Town of Breckenridge's Municipal Code 6-2-16

3. New Section in Chapter 7 proposed:

FEEDING OF WILDLIFE PROHIBITED.

(A) Intentional or unintentional. No person shall intentionally or unintentionally feed or provide food in any manner for wildlife on public or private property within the Town of Silverton. A person will be considered to be in violation of this chapter if they leave or store any garbage, refuse or attractant in a manner which would create or does create a lure or enticement for wildlife.

(B) Bird feeders. Bird feeders are allowed. However between the dates of April 15 and November 15, all bird feeders must be suspended on a cable or other device so that they are inaccessible to bears and the area below the feeders must be kept free from the accumulation of seed debris.

This language was taken from the City of Vail's Municipal Code 5-9-9

Adoption Timeline:

First Reading	June 9 th Meeting
Published in Silverton Standard	June 12 th
Second reading	June 23 rd
Enforceable	July 23 rd

Budget:

No Budget Impact

Master Plan:

Not specifically mentioned.

Suggested Motion or Direction:

Motion to adopt Ordinance 2025-09 An Ordinance of the Town of Silverton Amending Chapter 7, Article 8 of the Silverton Municipal Codde Regarding the Harassment and Feeding of Wildlife in Accordance with Colorado Parks and Wildlife Regulations



**TOWN OF SILVERTON COLORADO
ORDINANCE 2025-09**

AN ORDINANCE OF THE TOWN OF SILVERTON AMENDING CHAPTER 7, ARTICLE 8 OF THE SILVERTON MUNICIPAL CODE REGARDING THE HARASSMENT AND FEEDING OF WILDLIFE IN ACCORDANCE WITH COLORADO PARKS AND WILDLIFE REGULATIONS.

WHEREAS, the Town of Silverton (“Town”), Colorado is a statutory town incorporated and duly organized under the laws of the state of Colorado; and

WHEREAS, the Town has the authority to enact laws to regulate animals and promulgate laws for the public’s health, safety, and welfare and to protect the treatment of animals within Town; and

WHEREAS, the Town has already adopted Chapter 7, Article 8 – Animals for the regulation of Livestock, Treatment of Animals, and Cats and Dogs; and

WHEREAS, the Board of Trustees finds it in the interest of public health, safety, and welfare to amend the Town regulations concerning animals to include rules for the treatment of wildlife in accordance with Colorado Parks and Wildlife Regulations.

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

I. Amendment to Chapter 7, Article 8, Adding Section 7-8-215 of the Municipal Code.

Chapter 7, Article 8, of the Municipal Code is amended by adding Section 7-8-215, as follows:

Sec. 7-8-215. – Harassment of wildlife.

It is unlawful for any person to harass a wild animal. "Harass" means to unlawfully endanger, worry, impede, annoy, pursue, disturb, molest, rally, concentrate, harry, chase, drive, herd, or torment wildlife.

II. Amendment to Chapter 7, Article 8, Adding Section 7-8-270 of the Municipal Code.

Chapter 7, Article 8, of the Municipal Code is amended by adding Section 7-8-270, as follows:

Sec. 7-8-270. – Feeding of wildlife prohibited.

(a) Intentional or unintentional. No person shall intentionally or unintentionally feed or provide food in any manner for wildlife on public or private property within the Town of Silverton. A person will be considered to be in violation of this chapter if they leave or store any garbage, refuse, or attractant in a manner which would create or does create a lure or enticement for wildlife.

(b) Bird feeders. Bird feeders are allowed. However, between the dates of April 15 and November 15, all bird feeders must be suspended on a cable or other device so that they are inaccessible to bears, and the area below the feeders must be kept free from the accumulation of seed debris.

III. **Amendment to Chapter 7, Article 8, Adding paragraph (d) to Section 7-8-350 of the Municipal Code.** Chapter 7, Article 8, Section 7-8-350 of the Municipal Code is amended by adding paragraph (d), as follows:

(d) No owner shall intentionally, knowingly, recklessly, with criminal negligence, or by permitting a dog or cat to run at large allow a dog or cat to harass wildlife. "Harass" means to unlawfully endanger, worry, impede, annoy, pursue, disturb, molest, rally, concentrate, harry, chase, drive, herd, or torment wildlife. Harassment does not require actual injury to wildlife.

IV. **Incorporation of Recitals.** The recitals set forth above are incorporated and ordained hereby as if set forth hereafter in full.

V. **Public Inspection.** The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.

VI. **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.

VII. **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 _____, 2025.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk

FINALLY PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING AND ORDERED POSTED AND PUBLISHED IN THE MANNER PROVIDED IN SECTION VII 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 _____, 2025, BY A VOTE OF THIS ORDINANCE AS IS ON FILE IN THE TOWN CLERK'S OFFICE FOR PUBLIC INSPECTION.

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

ATTEST:

Melina Marks, Town Clerk



AGENDA MEMO

SUBJECT: Ordinance 2025-08 - 8th and Bluff Special Improvement
STAFF CONTACT: Clayton M. Buchner, Town Attorney
MEETING DATE: June 23, 2025

UPDATE from June 9th Meeting:

The Public Hearing Notice Published in the Silverton Standard on 6/5/25 stated that the Public Hearing would be scheduled for the June 23rd meeting. This was a typo, but to ensure that the public has adequate notice, the board is being asked to reopen the public hearing and take public comment. After the public comment is heard and the hearing is concluded, the board can then reaffirm their June 9th vote to adopt the ordinance or take a different action.

Overview:

The Board of Trustees has conducted the first public hearing on the formation of the proposed 8th and Bluff SID as required by statute on June 2nd during a Special Meeeting. This public hearing is on the ordinance itself which is what actually creates the Special Improvement District. There will be at least one more public hearing for the assessment ordinance which is the mechanism for assessing the costs to the various parties once the final costs are known. During the first public hearing on the formation of this SID council heard, the BOT took public comments and edits were requested by the BOT and Public Works. The final page of Exhibit B, attached to the Ordinance, is a redline diagram incorporating those edits. This ordinance actually creates the SID. A follow-on MOU, election, and assessment ordinance regarding the projected costs of the project is forthcoming. See step-by-step process below. This is completion of Step 1.

1. Consider and adopt the formation ordinance.
2. Consider and adopt an MOU that addresses funding and assessments.
3. Bid the bank loan or sole source it using the bank identified by Jeff.
4. Consider and approve TABOR election and ballot language.
5. Bid the project
6. Hold the election.
7. Complete project.
8. Adopt assessment ordinance.
9. Collect assessment.

Budget:

The creation of the special improvement district itself does not have a financial impact beyond the minimal cost for the public hearing. The fiscal impact occurs with the public improvements, which total costs have not been assessed. The assessments assume that the cost of engineering, election, debt issuance, legal, and cash flow contingency are paid for out of the bank loan. The costs of the project will ultimately be borne by the members of the SID through the collection of assessments.

Staff Recommendations:

The BOT can pass the ordinance with or without amendment; not pass the ordinance and provide further guidance to staff. The staff recommends the BOT pass the ordinance if it intends to proceed with the formation of the SID.

Attachments:

- Ordinance 2025-08



AGENDA MEMO

SUBJECT: Ordinance 2025-08 - 8th and Bluff Special Improvement

STAFF CONTACT: Clayton M. Buchner, Town Attorney

MEETING DATE: June 23, 2025

- Exhibit A,
- Exhibit B

Suggested Motion or Direction: I move that we adopt Ordinance 2025-08 forming the 8th and Bluff Special Improvement District as presented. OR I move that we pass Ordinance 2025-08 with the following amendments.



ORDINANCE NO. 2025-08

AN ORDINANCE CREATING AN IMPROVEMENT DISTRICT IN THE TOWN OF SILVERTON, COUNTY OF SAN JUAN, COLORADO, TO BE KNOWN AS THE TOWN OF SILVERTON 8th AND BLUFF SPECIAL IMPROVEMENT DISTRICT AND PROVIDING FOR THE METHOD OF PAYMENT OF SPECIAL ASSESSMENT

WHEREAS, the Town of Silverton, Colorado (the “Town”) is a statutory town under the laws of the State of Colorado;

WHEREAS, pursuant to C.R.S. §§ 31-25-500.2 through 542 (the “SID Act”), the Town is authorized to form a district for the purpose of constructing, installing, or acquiring certain public improvement;

WHEREAS, the Town was presented with a petition signed by more than 50% of the property owners to be assessed within the proposed 8th and Bluff Special Improvement District requesting that the Town make specific improvements, create a special improvement district and provide for the assessment of parcels of real property within the district;

WHEREAS, on April 28, 2025, the Town Board of Trustees, held a duly noticed public hearing to consider forming the 8th and Bluff Special Improvement District, and at said meeting the Board of Trustees made a preliminary order that directed the drafting and presentation of an ordinance to form the 8th and Bluff Special Improvement District;

WHEREAS, the notice of the proposal to create the 8th and Bluff Special Improvement District was duly published and mailed to those property owners to be assessed for improvements within the district, and public hearing was duly held; and

WHEREAS, the Town Board of Trustees did not receive written protest from owners of property to be assessed for more than one-half of the entire costs estimated to be assessed for the improvements within the 8th and Bluff Special Improvement District.

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

Section 1. That the 8th and Bluff Special Improvement District is hereby created and established in accordance with the SID Act and the laws of the State of Colorado. The boundaries of the 8th and Bluff Special Improvement District are as identified in Section 2 herein. Said improvements, as hereinafter described, are duly ordered after notice duly given and hearing duly

held, all as required by law.

Section 2. The extent of the 8th and Bluff Special Improvement District to be assessed for the cost of constructing and installing improvements therein shall be all the real property specially benefitted as set forth below.

The 8th and Bluff Special Improvement District will consist of the property benefitting from the improvements in the area depicted on Exhibit A, and described as follows in the Town of Silverton, County of San Juan:

Block 58, Lots 22-24
Block 58, Lots 1-3
Block 55, Lots 10-12
Block 55 Lots 7-9
Block 55, Lots 4-6
Block 55, Lots 1-3
Block 56, Lots 13-14
Block 56, Lots 15-16
Block 56, Lots 17-20
Block 56, Lots 21-24

Section 3. The kind of improvements to be constructed or installed shall be as follows:

- A. Roadway improvements shall be extensions consisting of sub-grade preparation, aggregate base course, drainage improvements, placement and preparation of gravel road base for a total installation of approximately 805 Linear Feet in length of roadway, and approximately 425 Linear Feet of alleyway on the following platted roadways and alleys: Roadways include: Snowden Street (a portion between 7th & 8th); 8th Street from Snowden Street to Bluff Street; Bluff Street from 8th Street to 9th Street Alleys include: A portion of the Block 58 alley from 8th Street; Block 55 alley from 8th Street to 9th Street.
- B. Water and sanitary sewer line improvements shall consist of the installation of water mains, sanitary sewer mains, and appurtenances within the same limits as the roadway improvements.

The method and manner of making such improvements shall be in accordance with the plans, specifications and maps, as set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. The estimated maximum cost of the proposed Improvements is \$1,050,000, and the estimated maximum per lot assessment is \$35,000, which is not greater than the special benefit conferred on the affected properties by the constructed improvements.

Section 5. All assessments will be due and payable in full without demand within thirty (30) days after the effective date of the assessment ordinance following its final passage. In case any owner of real estate shall fail to pay the whole amount of such assessment against his property within thirty (30) days, then the whole amount of such assessment against his property shall be payable over

no more than a 20 year period in installments of principal. The first of such installments of assessments shall be due and payable on the 30th day after the final publication of the assessing ordinance and the remainder of said installments no less frequently than semi-annually thereafter until all are paid in full. Interest in all cases on the unpaid principal amount of assessments from the effective date of the assessment ordinance upon its final passage until the respective installment due dates shall be at a rate anticipated to be 5.5% or the 10-year Treasury Rate plus 1.15%, except that interest on unpaid delinquent installments shall be charged at the rate of eighteen percent (18%) per annum.

Section 6. If any one or more sections or provisions of this ordinance be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 7. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict. The repeal or modification of any provision of the Silverton Municipal Code by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 8. 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 2nd DAY OF JUNE, 2025.

TOWN OF SILVERTON

By: _____ signed _____
Dayna Kranker, Mayor

ATTEST:

_____ signed _____
Melina Marks, Town Clerk

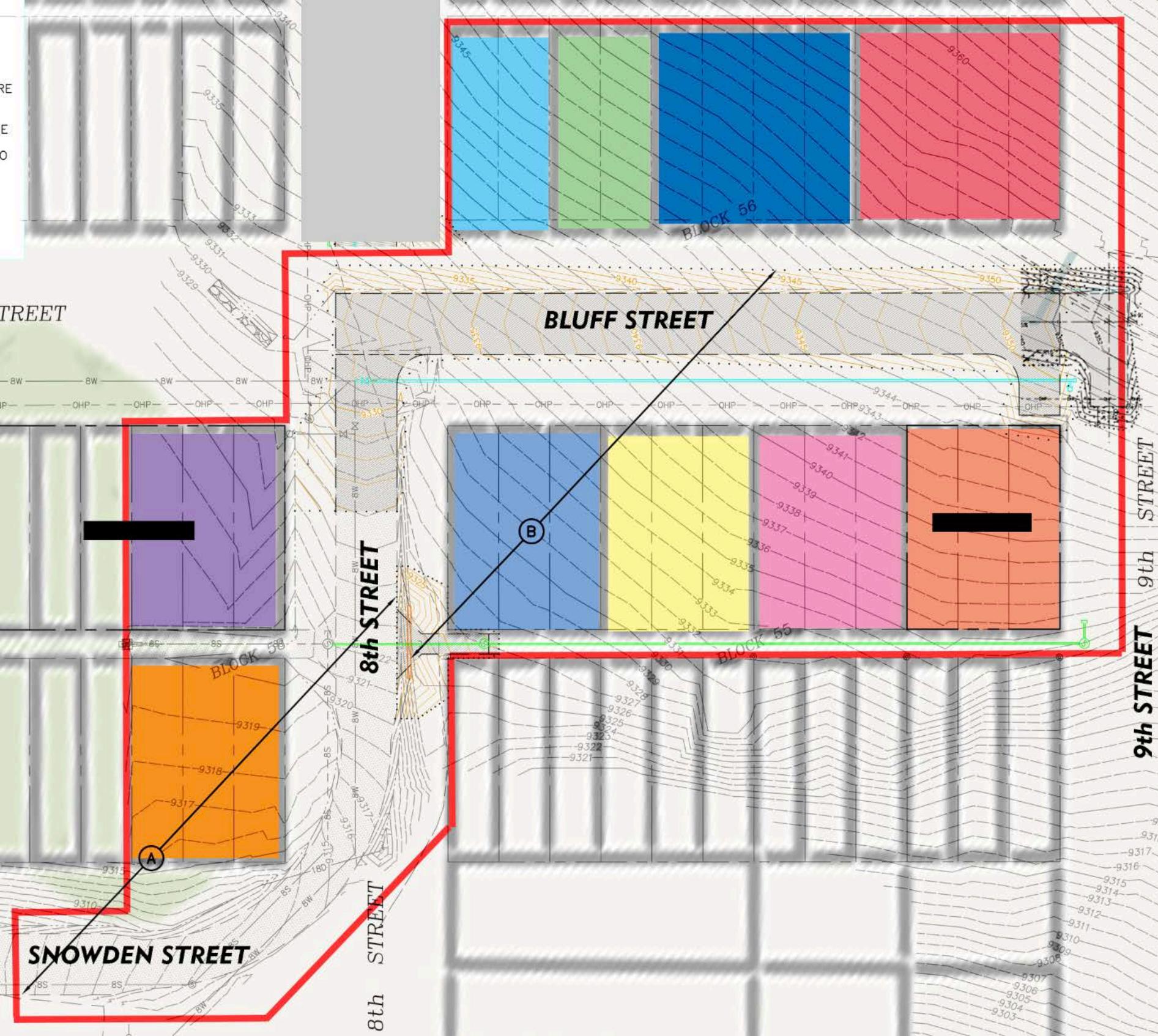
FINALLY PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING AND ORDERED POSTED AND PUBLISHED IN THE MANNER PROVIDED IN SECTION VII HEREOF BY THE BOARD OF TRUSTEES OF THE TOWN OF SILVERTON, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN HALL ON THE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

TOWN OF SILVERTON

By: _____
Dayna Kranker, Mayor

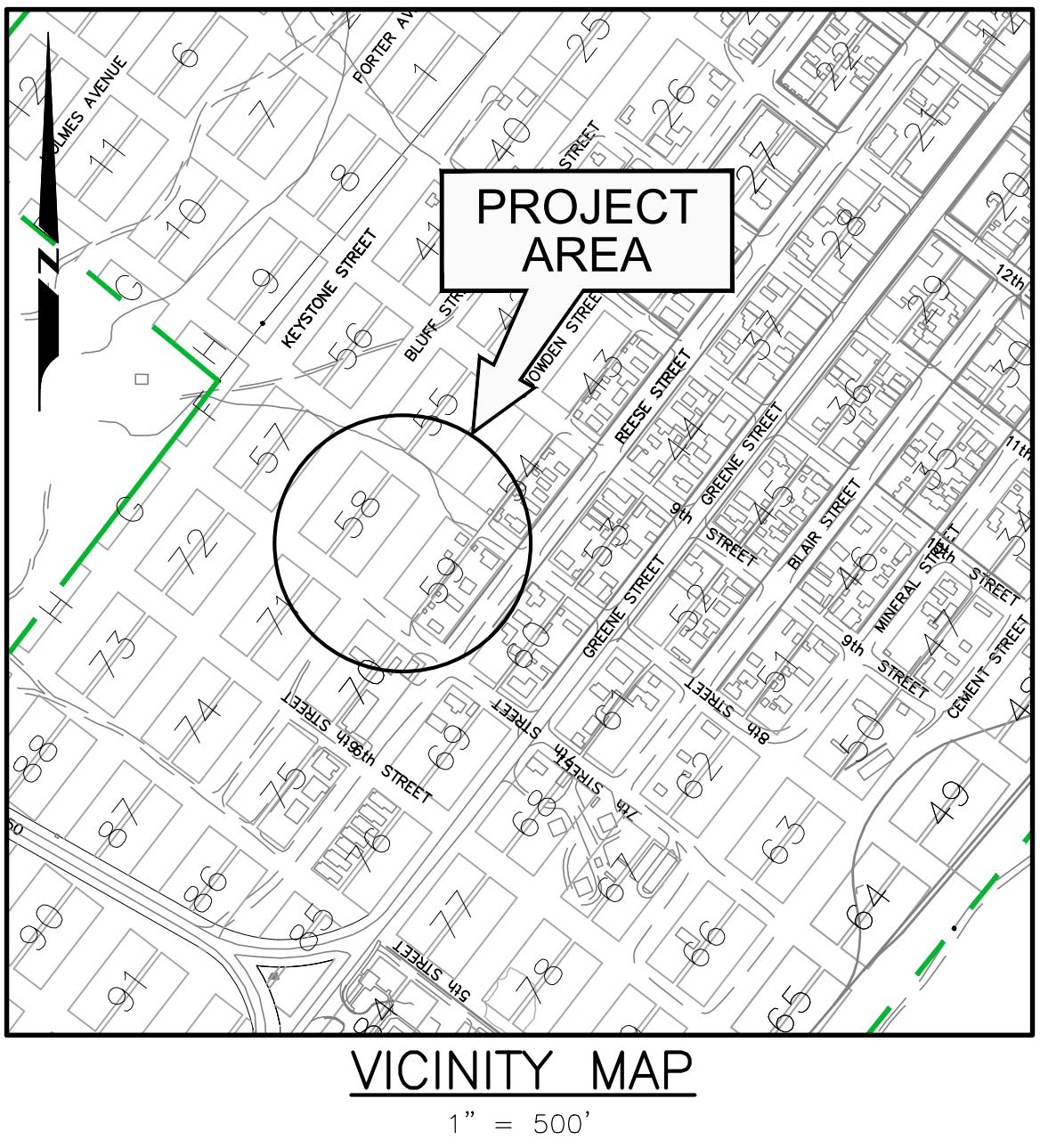
ATTEST:

Melina Marks, Town Clerk



ROAD & UTILITY MAIN IMPROVEMENTS PROJECT

IN SUPPORT OF: Rick Roberts Residential Lot Development
TOWN OF SILVERTON, CO



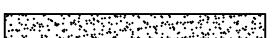
SHEET INDEX

SHEET INDEX	
SHEET #	SHEET TITLE
100	COVER SHEET
200	WEST 8TH STREET ROADWAY PLAN
201	WEST 8TH UTILITY PLAN
202	STORM PROFILE & SUPERELEVATION
300	DETAILS
301	DETAILS
400	PERMANENT EROSION CONTROLS



Know what's **below.**
Call before you dig.

PROPOSED FEATURES

PROPOSED FEATURES			
	GRAVEL SURFACING		WATER METER
	RIP-RAP SURFACING		FIRE HYDRANT
— 8S —	SEWER MAIN (SIZE NOTED)		WATER VALVE
— 10W —	STORM DRAIN CULVERT		BEND FITTING & THRUST BLOCK
— FM —	WATER MAIN		CURB STOP
· · · · · · · ·	SEWER FORCEMAIN		AIR RELEASE VAULT
· · · · · · · ·	LIMITS OF GRADING	X 28.86	FINISHED GRADE
(D)	STORM MANHOLE		
•	CLEANOUT		
(S)	SEWER MANHOLE		

ABBREVIATIONS:

ABC	AGGREGATE BASE COURSE
EG	EXISTING GROUND
TYP	TYPICAL
IE	INVERT ELEVATION
FL	FLOWLINE
OAE	OR APPROVED EQUAL
TOWN	TOWN OF SILVERTON
WM	WATER METER
BOP	BEGINNING OF PROJECT
EOP	END OF PROJECT

ROAD & UTILITY IMPROVEMENTS

RICK ROBERTS

RICK ROBERTS

SILVERTON. CO

Issue Record:

Revisions:

1000

Project Number: 20

Drawn By:

Sheet

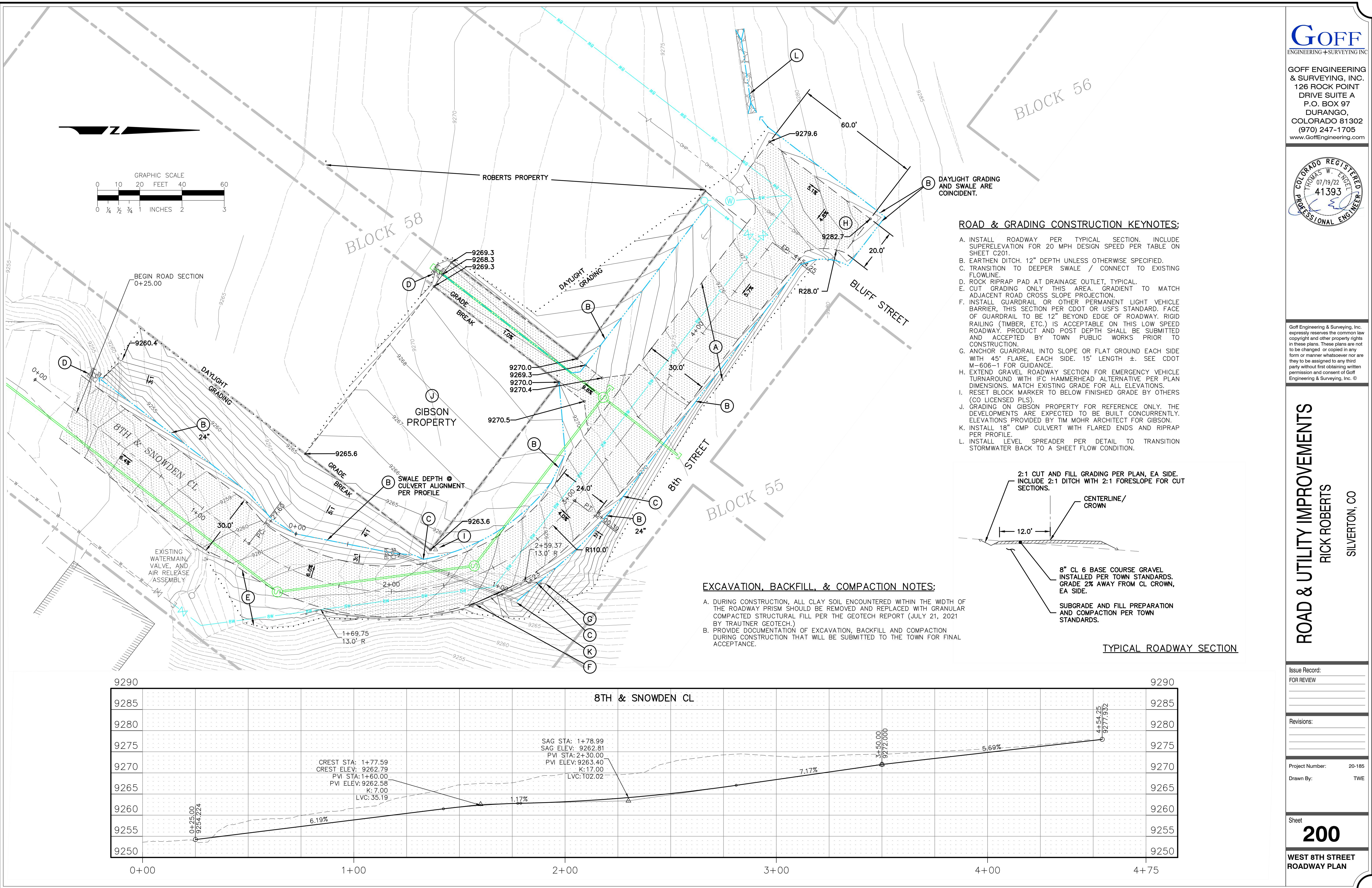
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ROAD & UTILITY IMPROVEMENTS

RICK ROBERTS
SILVERTON, CO





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ROAD & UTILITY IMPROVEMENTS

RICK ROBERTS

SILVERTON, CO

Issue Record:

FOR REVIEW

Revisions:

Project Number:

20-185

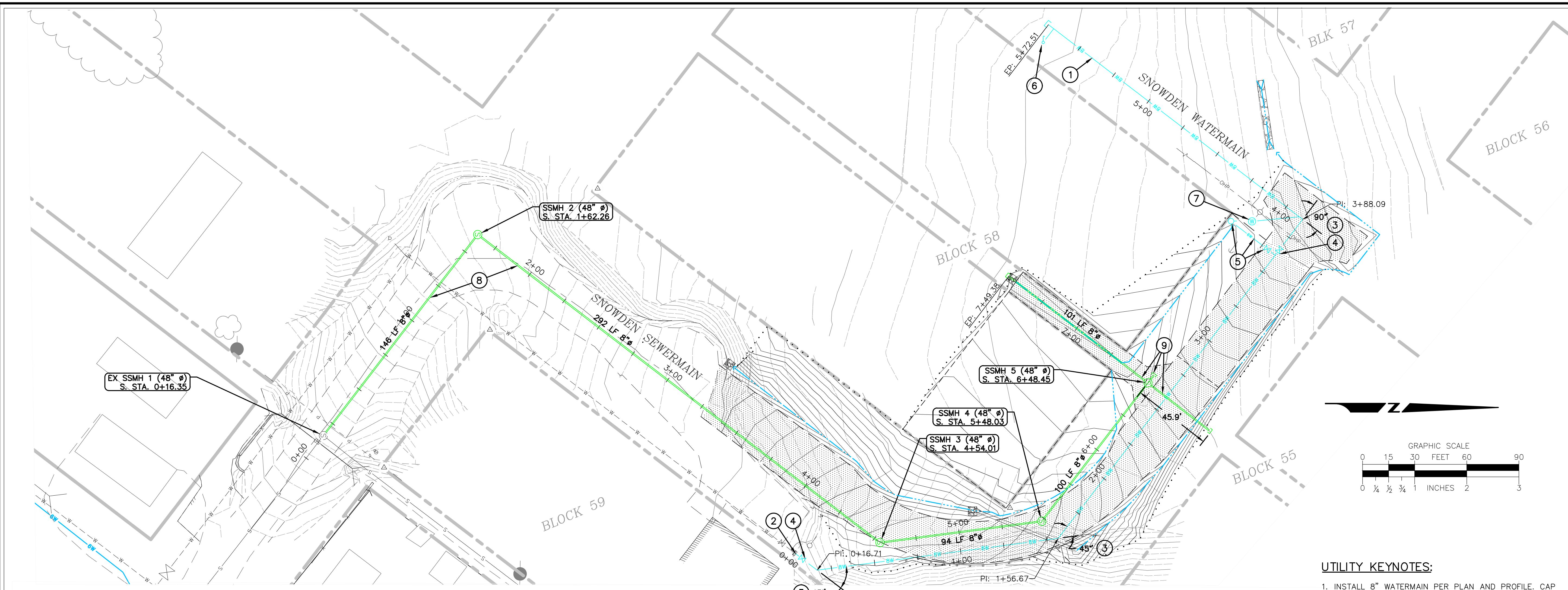
Drawn By:

TWE

Sheet

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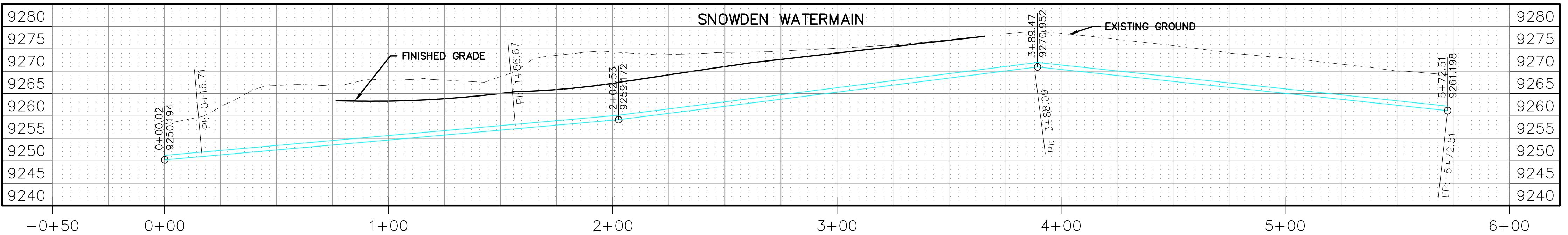
WEST 8TH UTILITY
PLAN



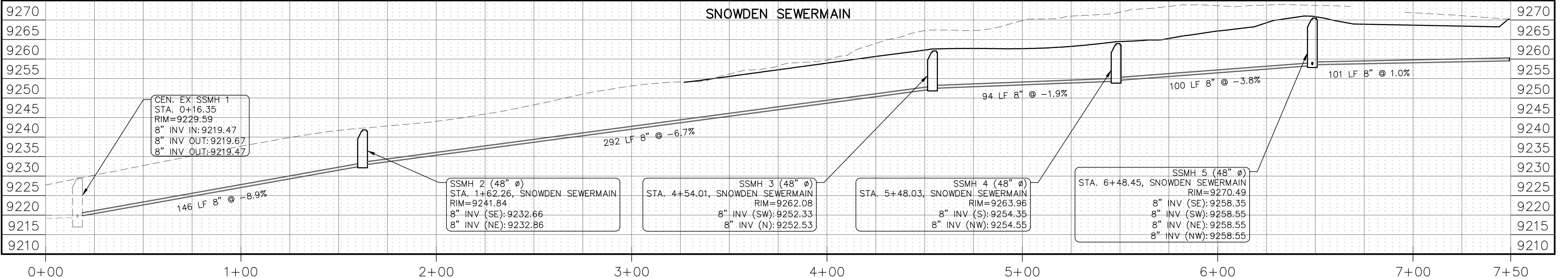
UTILITY KEYNOTES:

1. INSTALL 8" WATERMAIN PER PLAN AND PROFILE. CAP END WITH THRUST BLOCK.
2. CONNECT TO EXISTING MAIN WITH 8" X 6" INCREASER.
3. INSTALL BEND FITTINGS WITH THRUST BLOCKS.
4. GATE VALVE.
5. HYDRANT ASSEMBLY.
6. BLOWOFF DRAIN ASSEMBLY.
7. AIR VAC ASSEMBLY.
8. INSTALL SEWER MAIN & MANHOLES INCLUSIVE OF BORING INTO EXISTING SSMH. COVERS TO BE SET 6" BELOW TOP OF GRAVEL ROAD.
9. 8" STUBOUTS AND CAP ENDS ON UPSTREAM SIDE WHERE INDICATED AT 1.0% SLOPE.

9285



9275



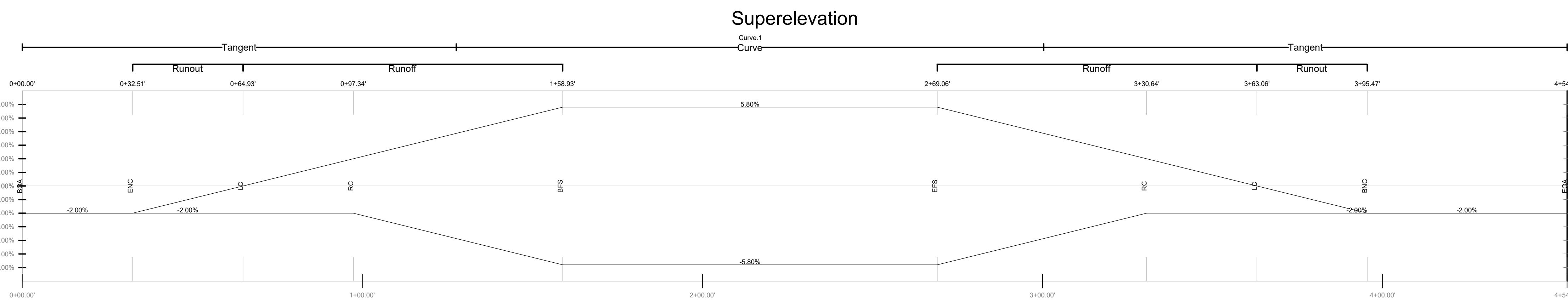
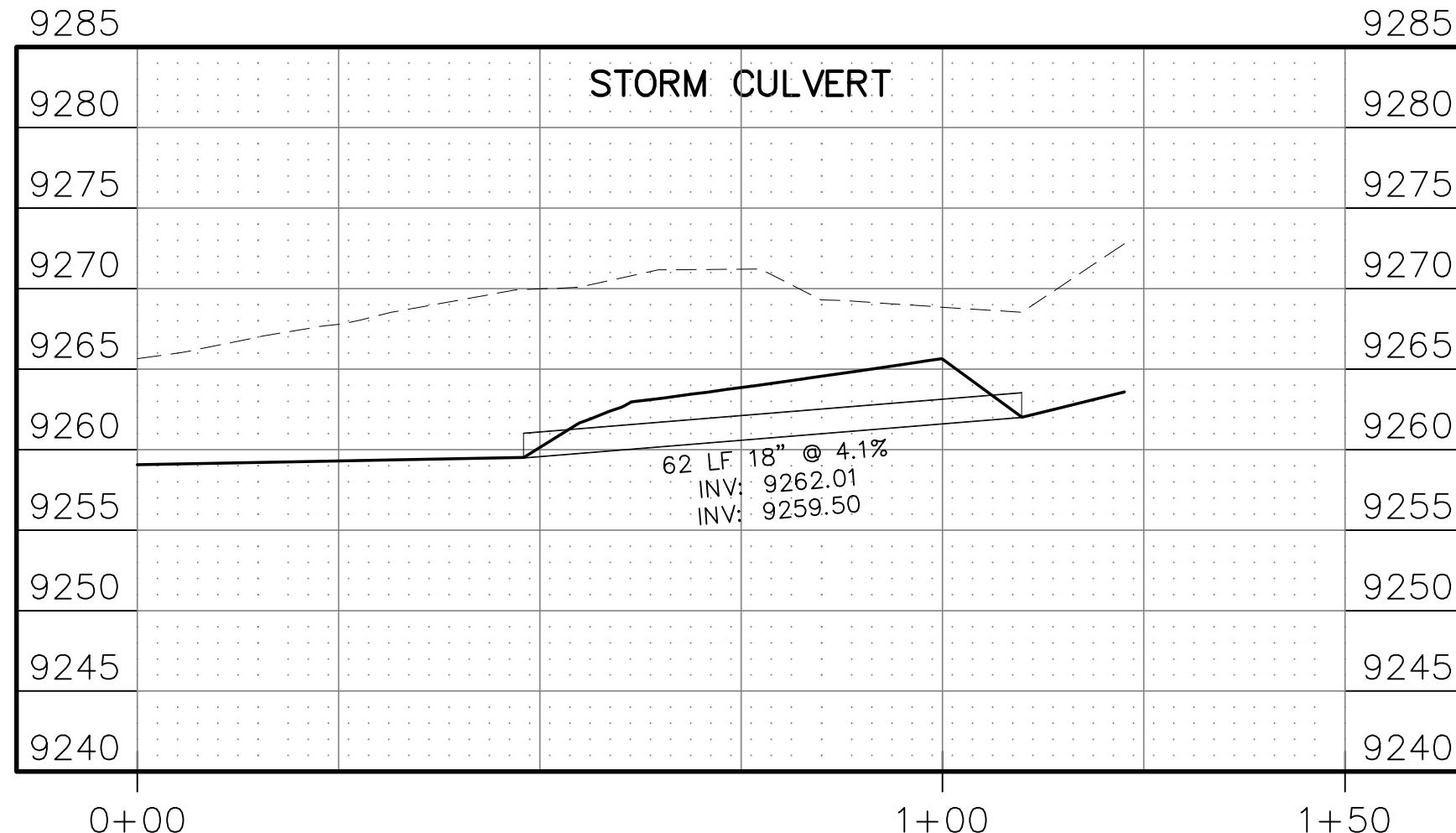


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ROAD & UTILITY IMPROVEMENTS

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202

STORM PROFILE & SUPERELEVATION



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ROAD & UTILITY IMPROVEMENTS

RICK ROBERTS

SILVERTON, CO

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Revisions:

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20-185

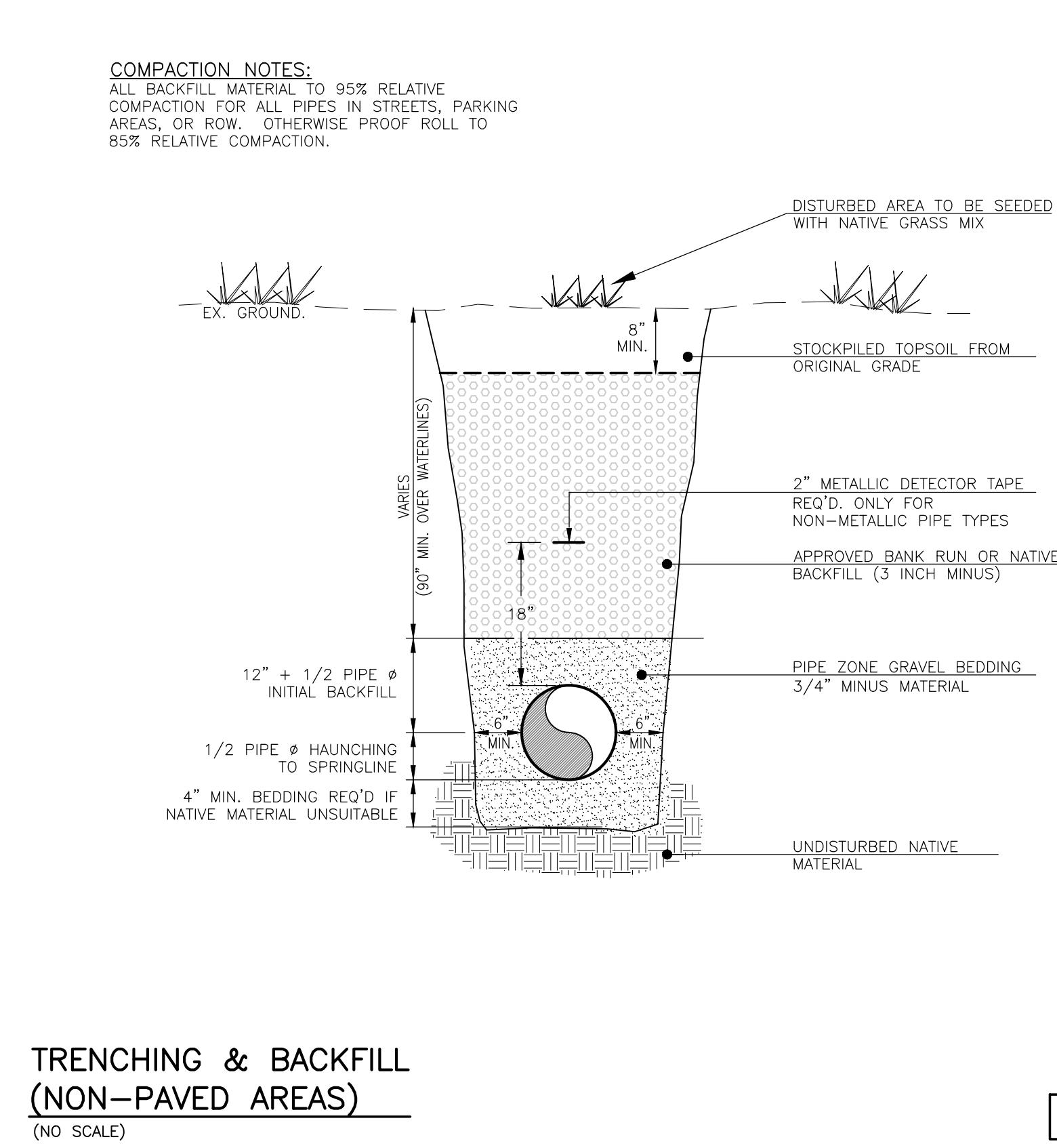
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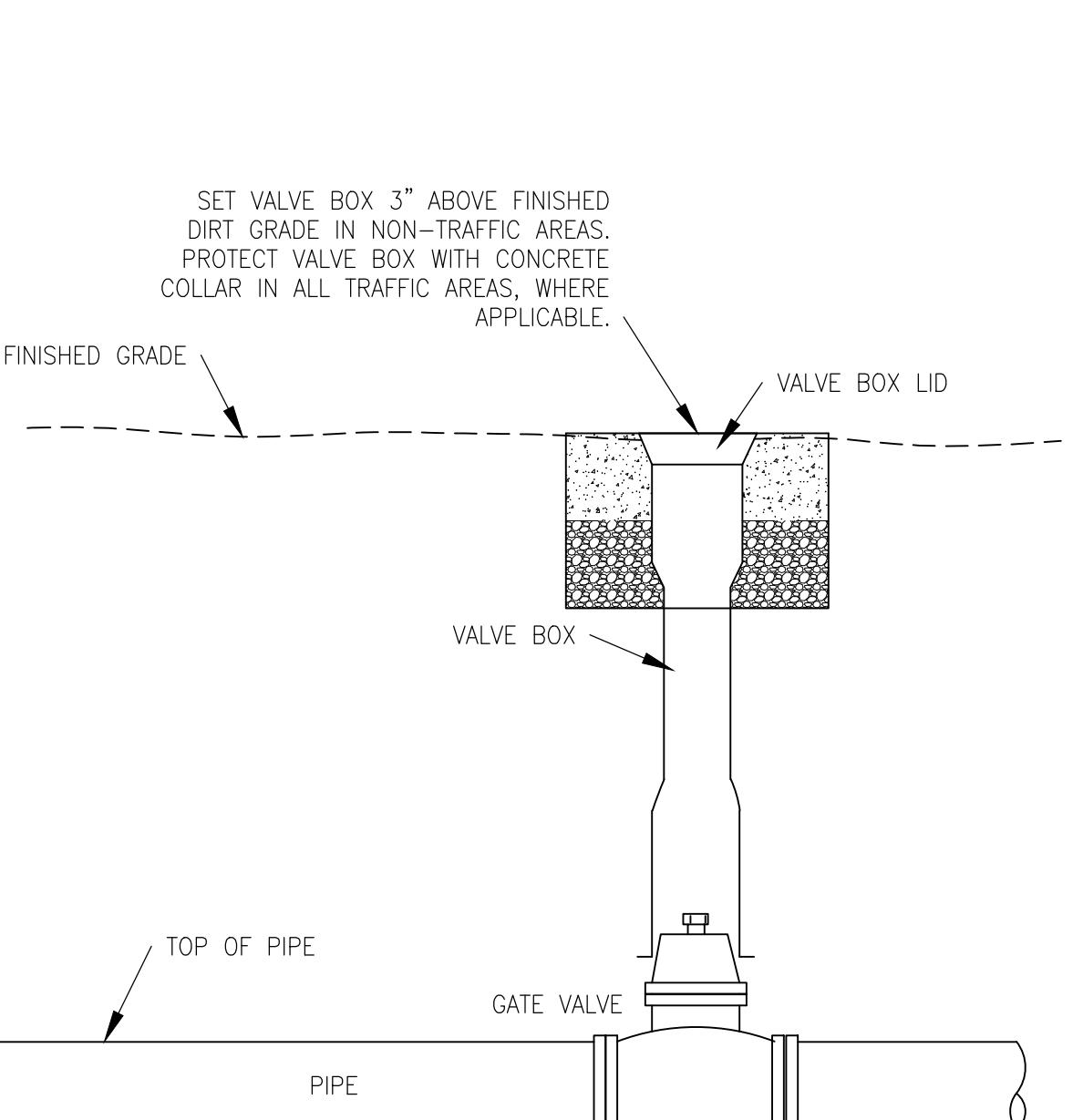
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DETAILS

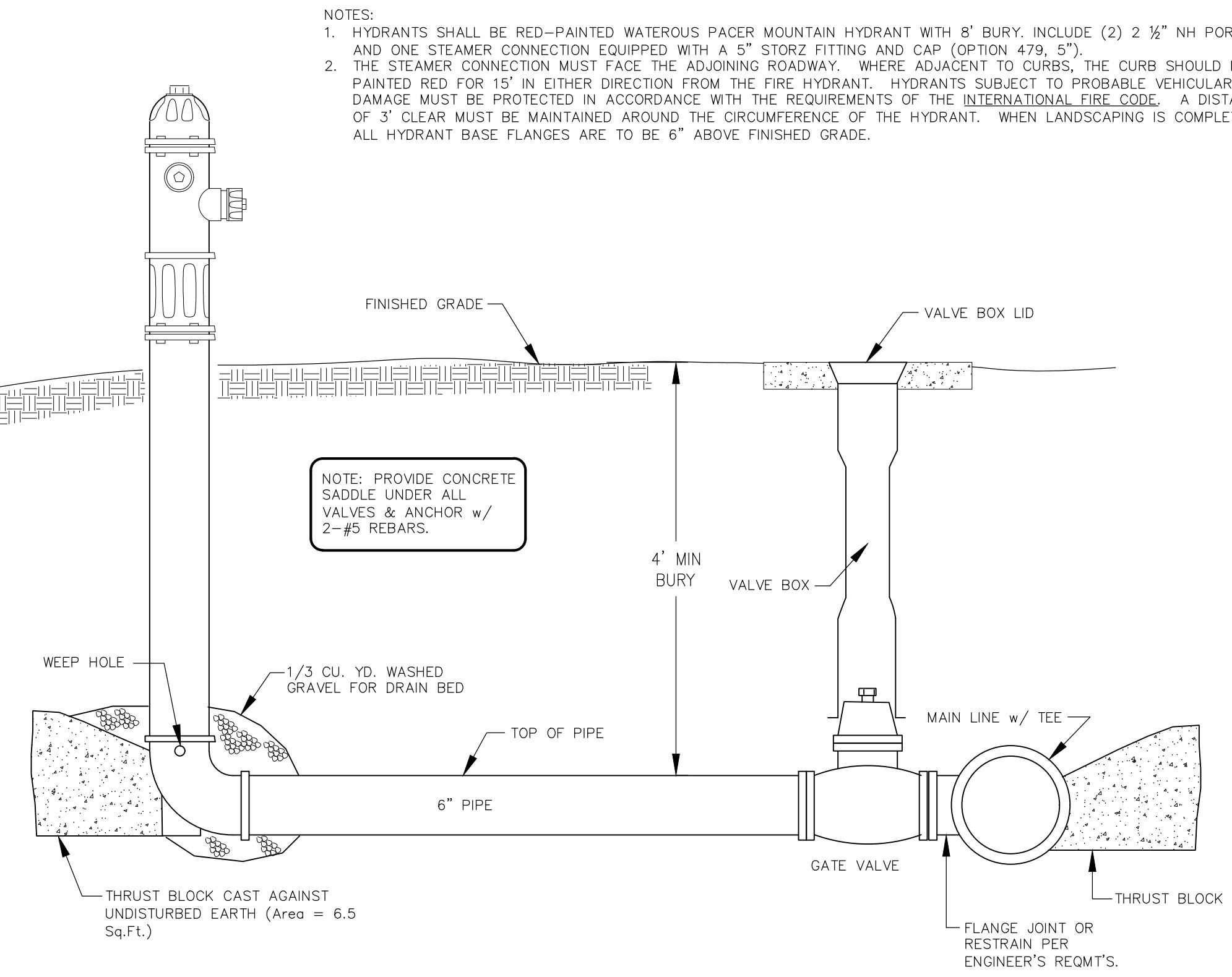


1 TRENCHING & BACKFILL (NON-PAVED AREAS)

2 WATER VALVE BOX DETAIL
(NO SCALE)



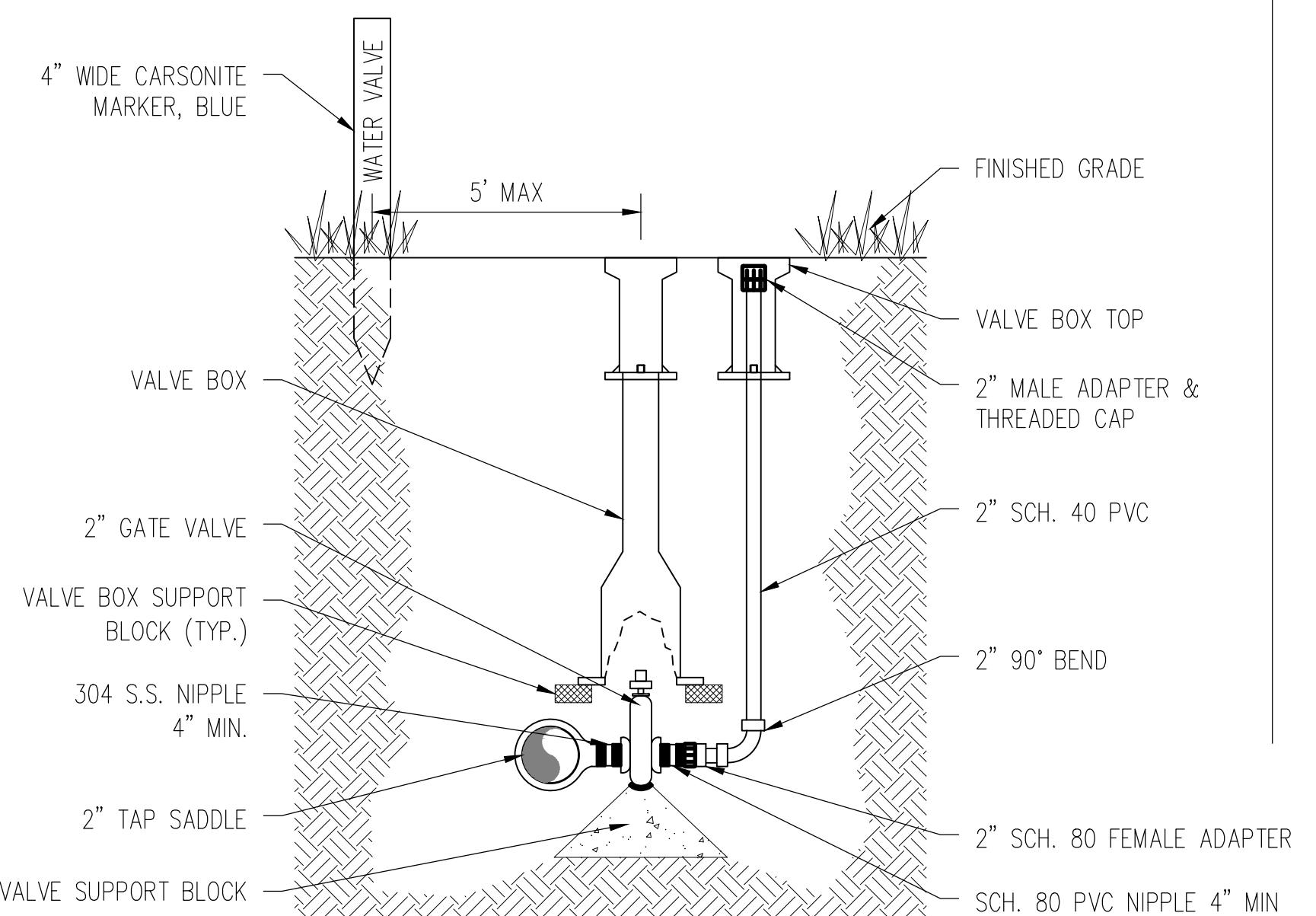
3 FIRE HYDRANT DETAIL
(NO SCALE)



4

5

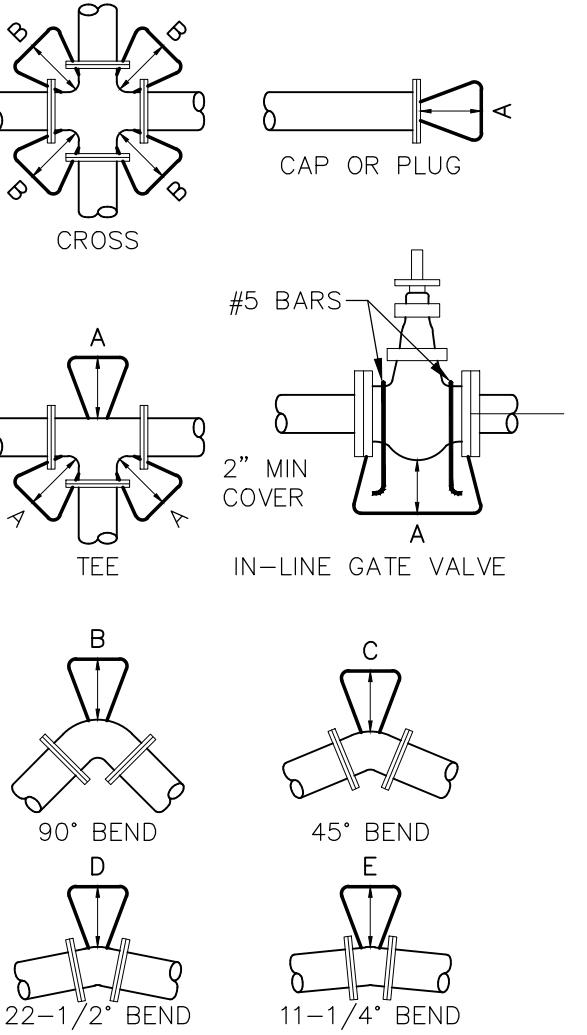
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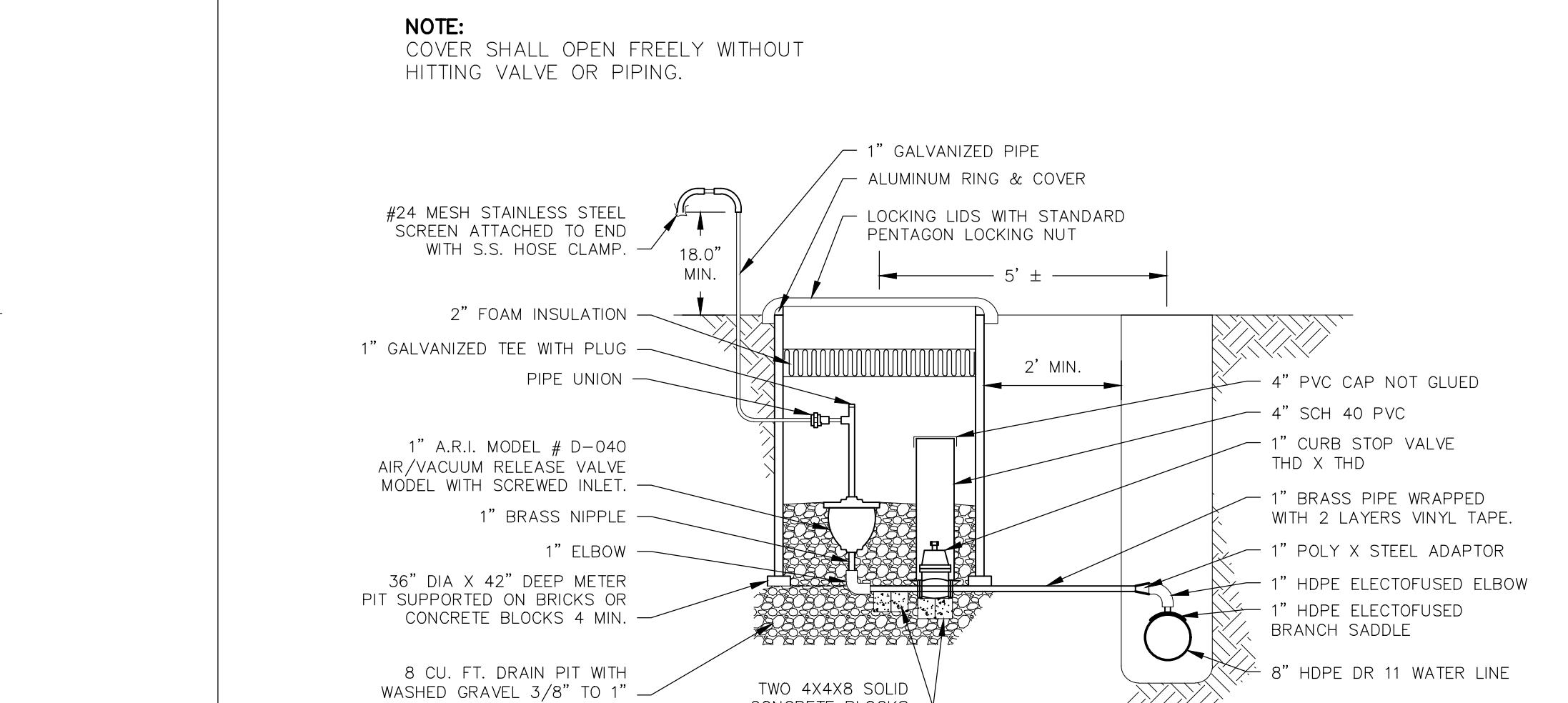
4 BLOWOFF DRAIN ASSEMBLY
(NO SCALE)

MINIMUM REQUIRED BEARING AREA (SQ FT)					
Tees/ends	90°	45°	22.5°	11.25°	
PIPE	A	C	D	E	
4"	1.3	1.8	1.0	0.5	--
6"	2.8	4.0	2.2	1.1	0.5
8"	5.0	7.1	3.8	2.0	1.0
10"	7.8	11.1	6.0	3.0	1.5
12"	11.3	16.0	8.6	4.4	2.2
14"	15.4	21.7	11.8	6.0	3.0

- 1) THE TABLE PROVIDES THE MINIMUM CONCRETE BEARING SURFACE OF THRUST BLOCKS & ARE BASED ON THE FOLLOWING PARAMETERS:
* 1000 PSI INTERNAL FLUID PRESSURE
* 1,000 PSI SOIL BEARING CAPACITY
DEWACTIONS FROM THESE CONDITIONS REQUIRE RECALCULATING SIZE OF THRUST BLOCK.
- 2) CONCRETE SHALL BE CAST-IN-PLACE WITH A MIN 1/4 SQ FT BEARING AGAINST THE FITTING.
- 3) CONCRETE SHALL BEAR AGAINST FITTING ONLY AND NOT ADJACENT PIPING. CONCRETE SHALL NOT IMPEDE Dismantling JOINT or FITTING.
- 4) BLOCKING SHALL WITHSTAND BOTH THE TEST PRESSURE AND ALL OPERATING PRESSURES.
- 5) IF VERTICAL BENDS ARE REQUIRED TO INSTALL THE WATERMAIN, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR CONSTRUCTION DETAILS.
- 6) BEARING AREA MAY BE REDUCED OR ELIMINATED BY USING TIE RODS OR RESTRAINED JOINTS, WHEN DESIGNED AND SEALED BY A P.E.
- 7) VALVES & FITTINGS MUST BE ENCASED IN P.E. IN ACCORDANCE WITH AWWA C-105 PRIOR TO INSTALLING THE THRUST BLOCKING.
- 8) PROVIDE 1 MIL PLASTIC WRAP AS BOND BREAKER AROUND FITTINGS.



4 THRUST BLOCKING SCHEDULE
(NO SCALE)



5 AIR/VACUUM RELEASE VALVE INSTALLATION
(NO SCALE)

Sheet

300

DETAILS



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ROAD & UTILITY IMPROVEMENTS

RICK ROBERTS
SILVERTON, CO

Issue Record:
FOR REVIEW

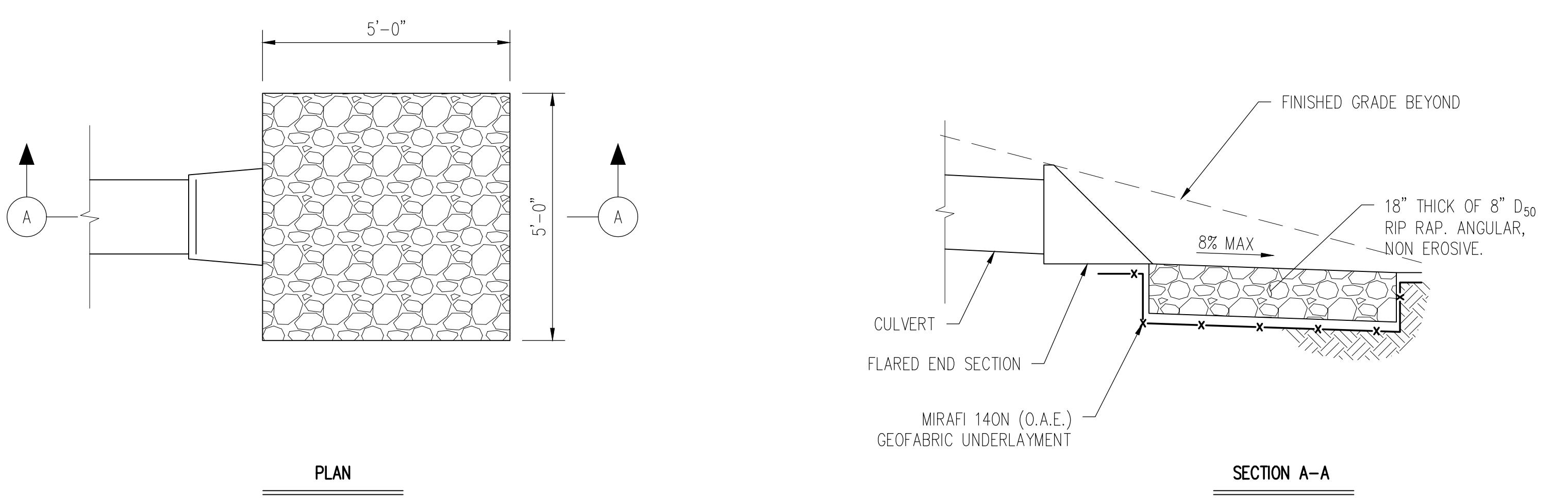
Revisions:

Project Number: 20-185
Drawn By: TWE

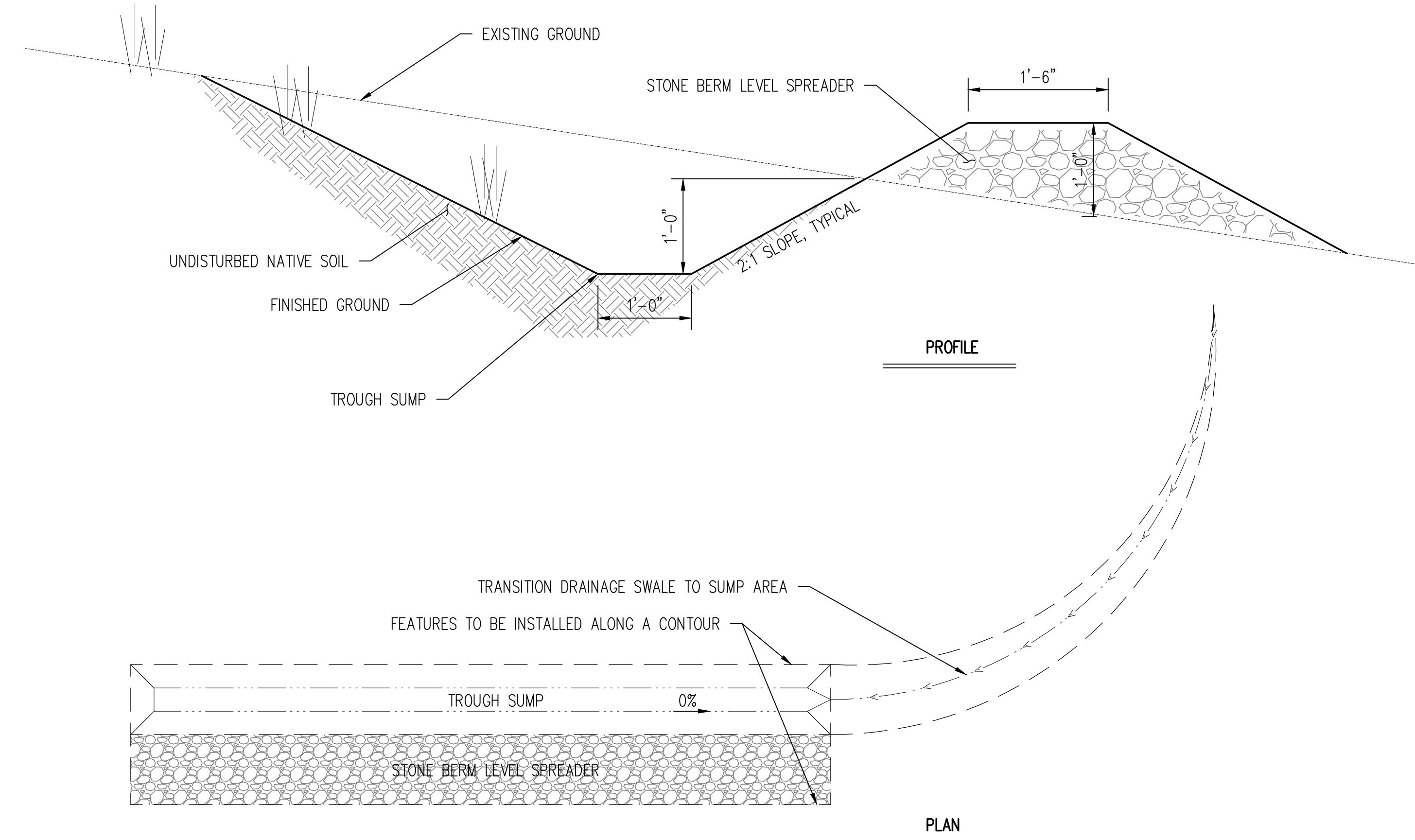
Sheet

301

DETAILS



7



8

RIP RAP OUTFALL
(NO SCALE)

LEVEL SPREADER
(NO SCALE)



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ROAD & UTILITY IMPROVEMENTS

JEFF DIENER

SILVERTON, CO

Issue Record:
FOR REVIEW 07 APR 23
FOR REVIEW 14 AUG 23
FOR REVIEW 24 OCT 23
FOR REVIEW 05 JAN 24
FOR CONSTRUCTION 12 JAN 24

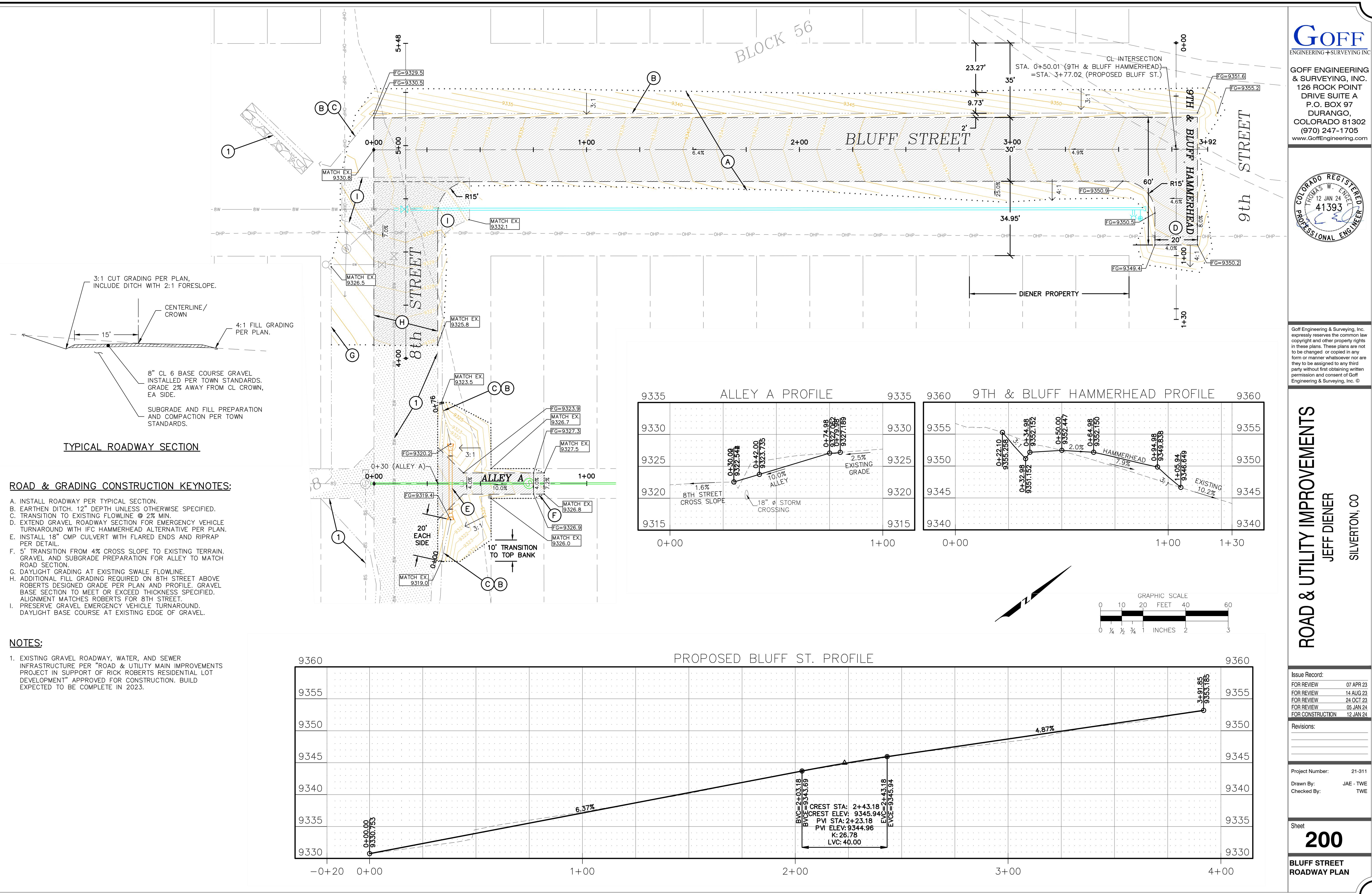
Revisions:

Project Number: 21-311
Drawn By: JAE - TWE
Checked By: TWE

Sheet

200

BLUFF STREET
ROADWAY PLAN





ROAD & UTILITY IMPROVEMENTS

JEFF DIENER

SILVERTON, CO

Issue Record:
 FOR REVIEW 07 APR 23
 FOR REVIEW 14 AUG 23
 FOR REVIEW 24 OCT 23
 FOR REVIEW 05 JAN 24
 FOR CONSTRUCTION 12 JAN 24

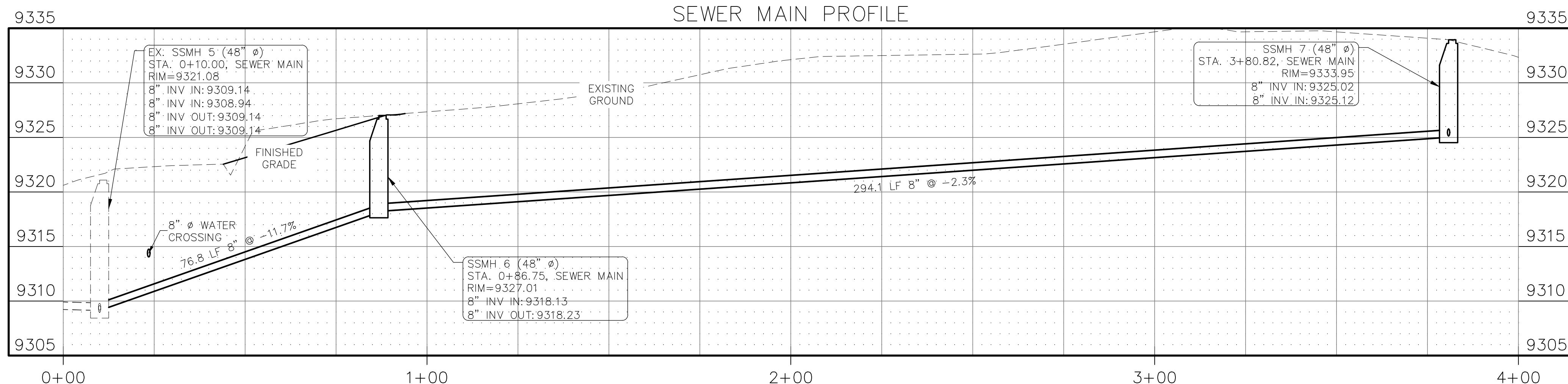
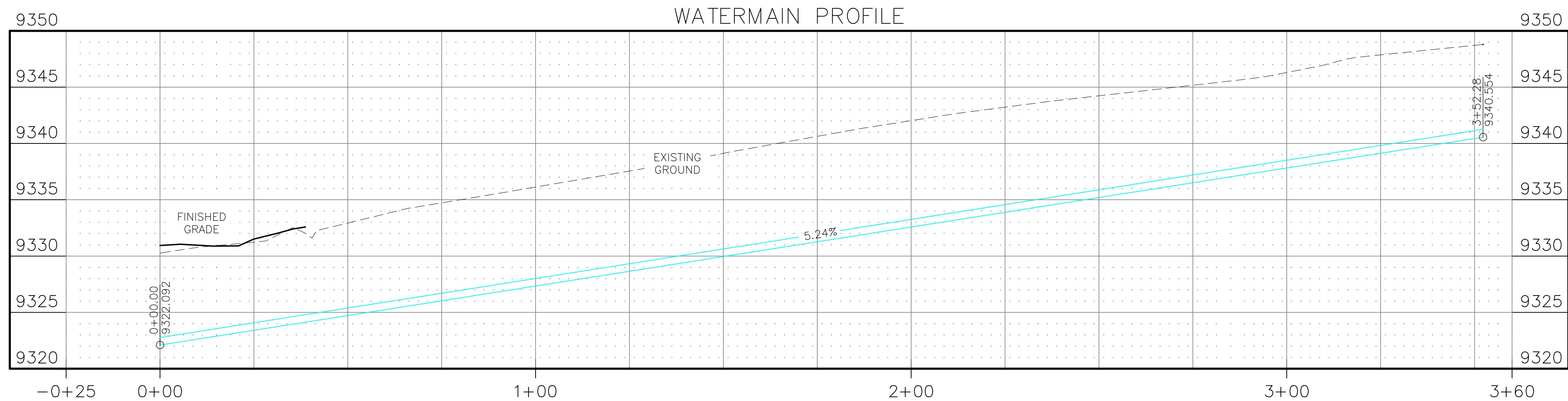
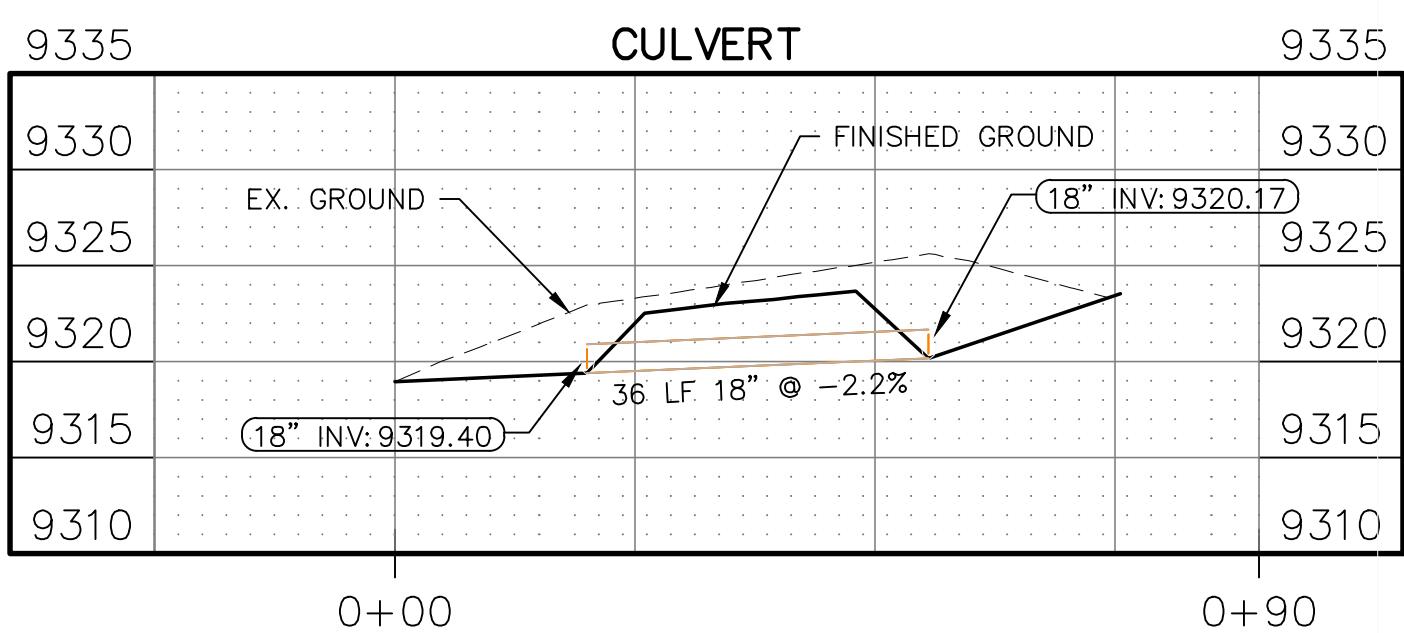
Revisions:

Project Number: 21-311
 Drawn By: JAE - TWE
 Checked By: TWE

Sheet

201

UTILITY PLAN





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ROAD & UTILITY IMPROVEMENTS

JEFF DIENER

SILVERTON, CO

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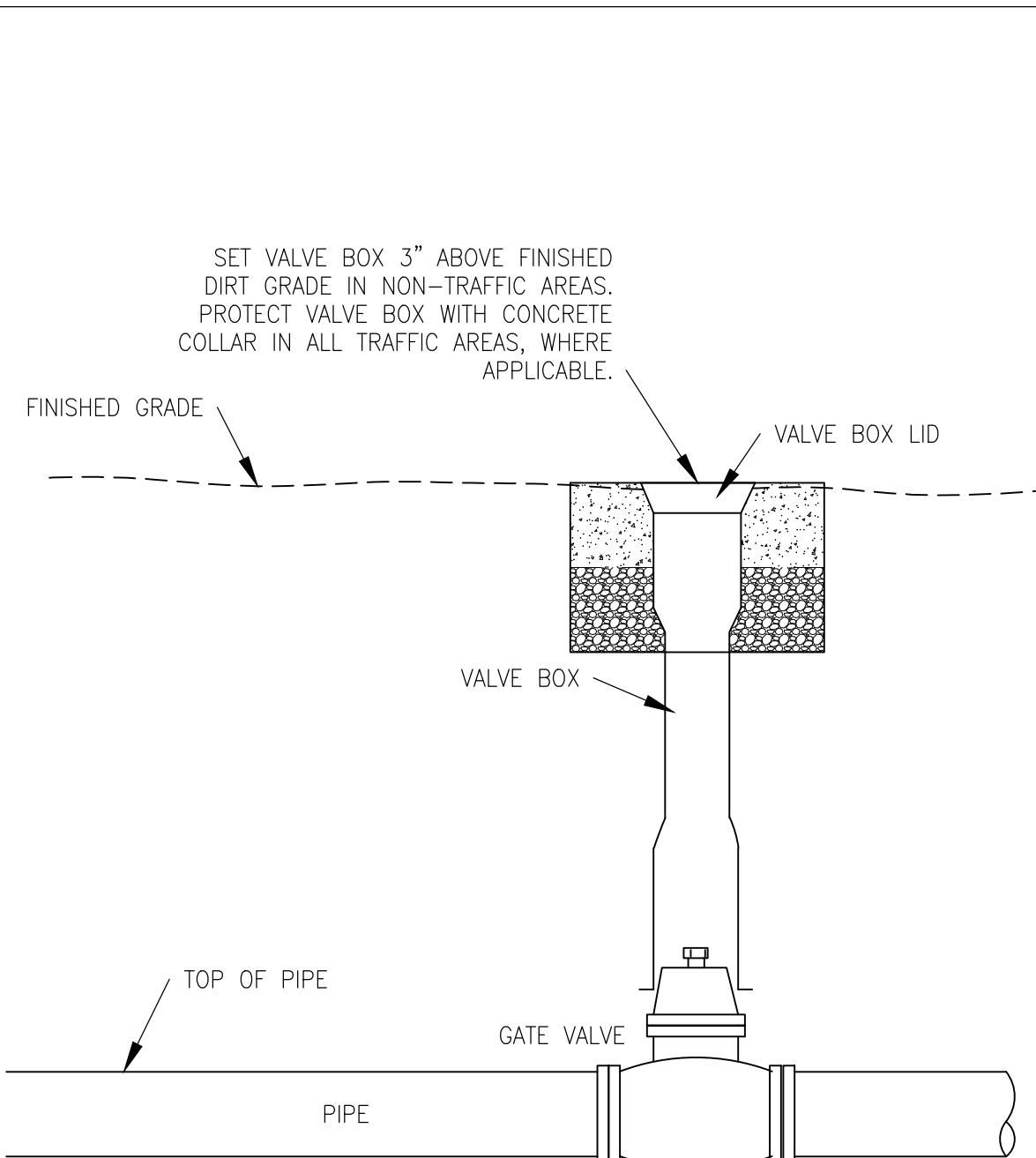
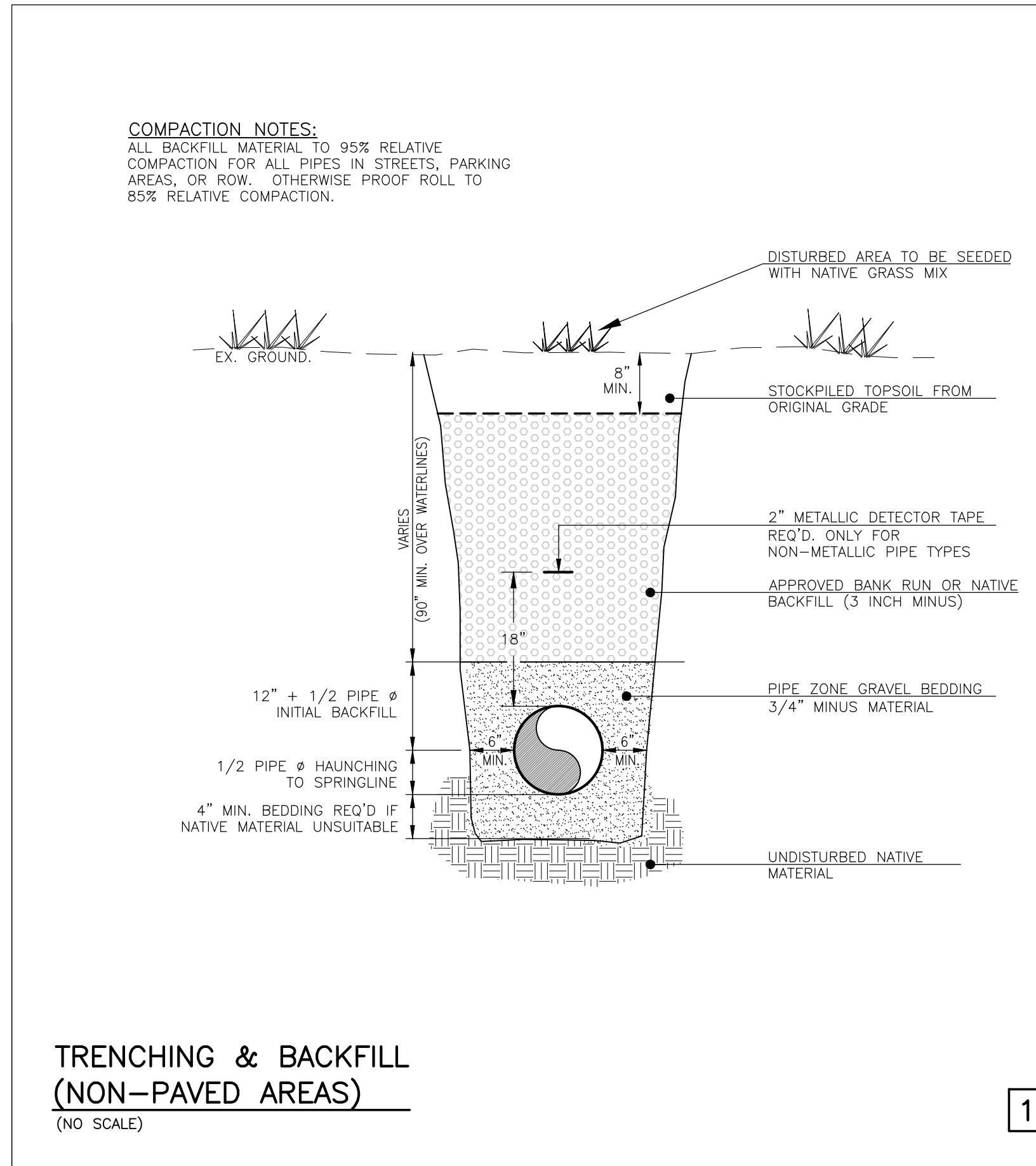
Revisions:

Project Number: 21-311
Drawn By: JAE - TWE
Checked By: TWE

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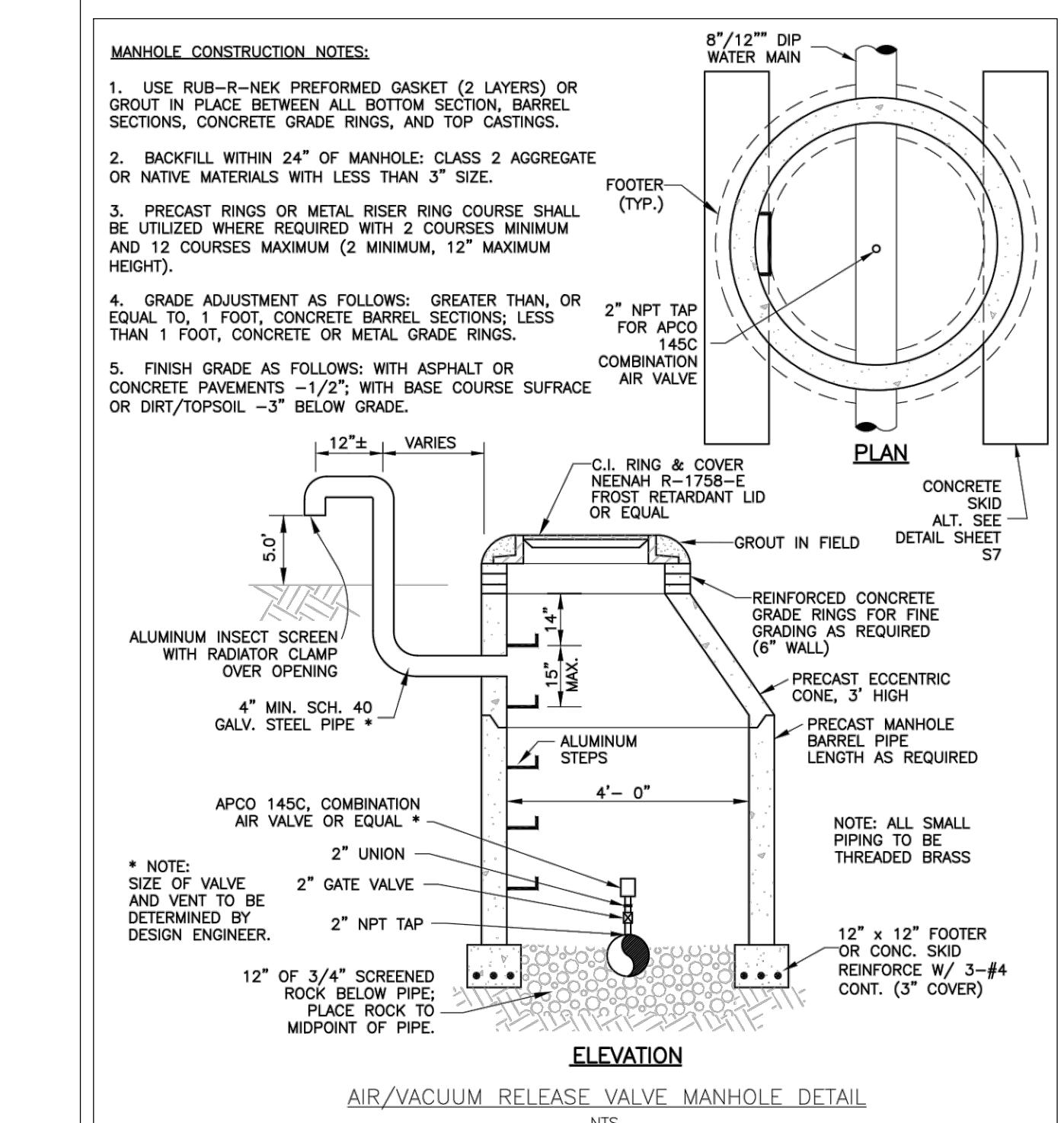
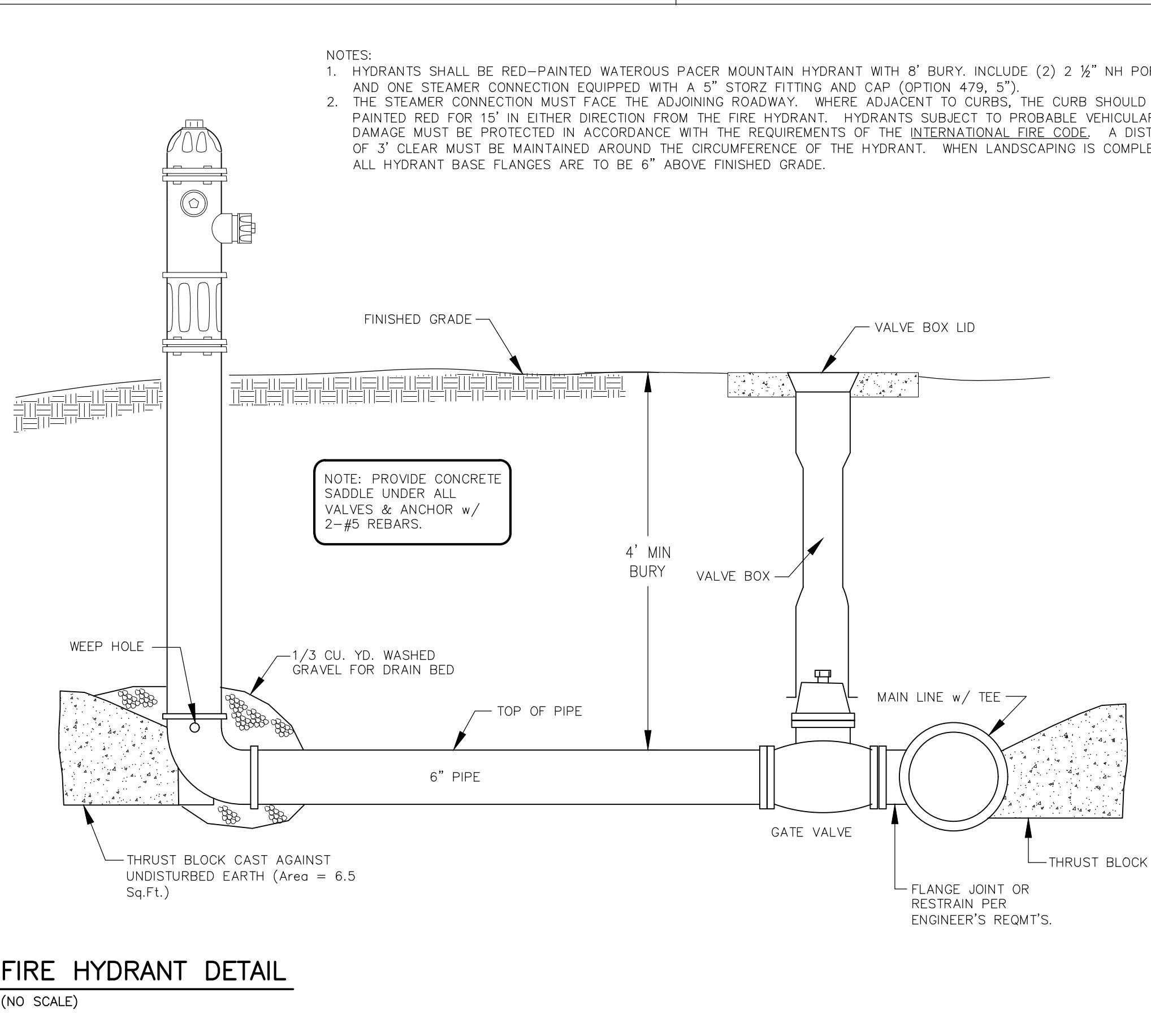
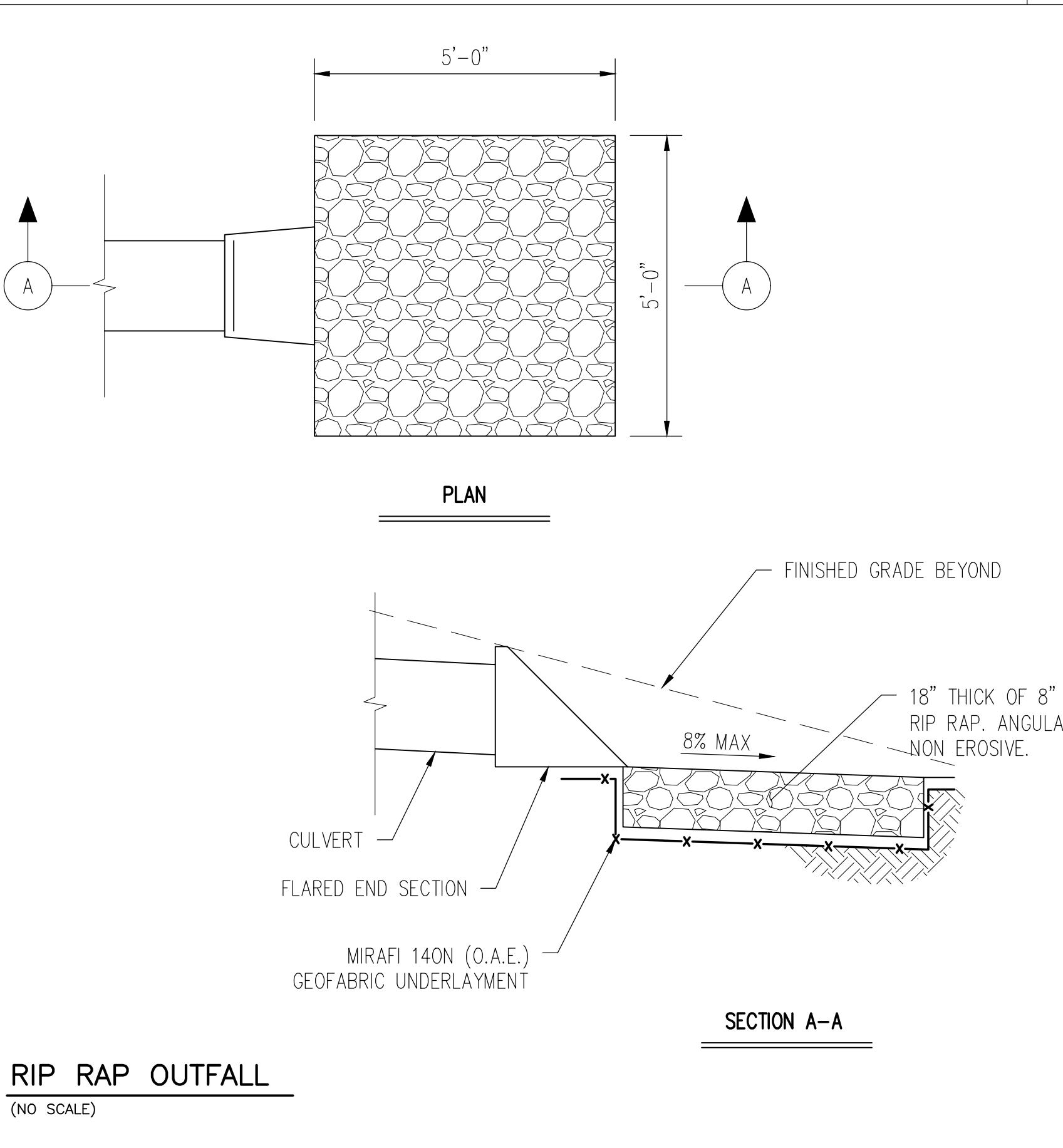
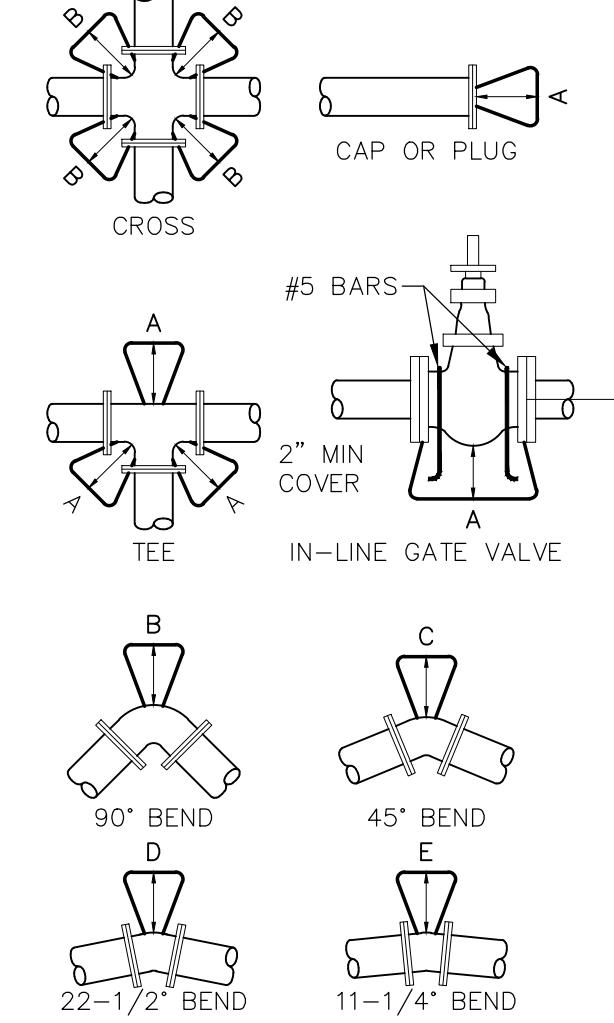
300

DETAILS



PIPE	Tees/ends	MINIMUM REQUIRED BEARING AREA (SQ FT)			
		90°	45°	22.5°	11.25°
4"	1.3	1.8	1.0	0.5	--
6"	2.8	4.0	2.2	1.1	0.5
8"	5.0	7.1	3.8	2.0	1.0
10"	7.8	11.1	6.0	3.0	1.5
12"	11.3	16.0	8.6	4.4	2.2
14"	15.4	21.7	11.8	6.0	3.0

- 1) THE TABLE PROVIDES THE MINIMUM CONCRETE BEARING SURFACE OF THRUST BLOCKS & ARE BASED ON THE FOLLOWING PARAMETERS:
 - * 100 PSI INTERNAL FLUID PRESSURE
 - * 1,000 PSF SOIL BEARING CAPACITY
 - DEVIATIONS FROM THESE CONDITIONS REQUIRE RECALCULATING SIZE OF THRUST BLOCK.
- 2) CONCRETE SHALL BE CAST-IN-PLACE WITH A MIN 1/4 SQ FT BEARING AGAINST THE FITTING.
- 3) CONCRETE SHALL BEAR AGAINST FITTING ONLY AND NOT ADJACENT PIPING. CONCRETE SHALL NOT IMPEDE DISMANTLING JOINT OR FITTING.
- 4) BLOCKING SHALL WITHSTAND BOTH THE TEST PRESSURE AND ALL OPERATING PRESSURES.
- 5) IF VERTICAL BENDS ARE REQUIRED TO INSTALL THE WATERMAIN, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR CONSTRUCTION DETAILS.
- 6) BEARING AREA MAY BE REDUCED OR ELIMINATED BY USING TIE RODS OR RESTRAINED JOINTS, WHEN DESIGNED AND SEALED BY A P.E.
- 7) VALVES & FITTINGS MUST BE ENCASED IN P.E. IN ACCORDANCE WITH AWWA C-105 PRIOR TO INSTALLING THE THRUST BLOCKING.
- 8) PROVIDE 10 MIL PLASTIC WRAP AS BOND BREAKER AROUND FITTINGS.



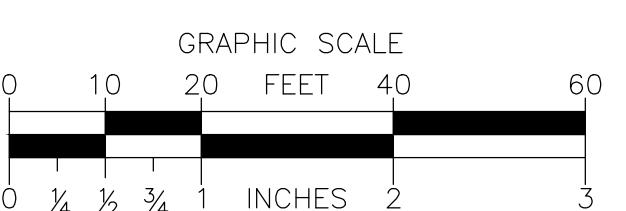


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ROAD & UTILITY IMPROVEMENTS

JEFF DIENER

SILVERTON, CO



Issue Record:
FOR REVIEW 07 APR 23
FOR REVIEW 14 AUG 23
FOR REVIEW 24 OCT 23
FOR REVIEW 05 JAN 24
FOR CONSTRUCTION 12 JAN 24

Revisions:

Project Number: 21-311
Drawn By: JAE - TWE
Checked By: TWE

Sheet

400

EROSION CONTROL
PLAN

LEGEND

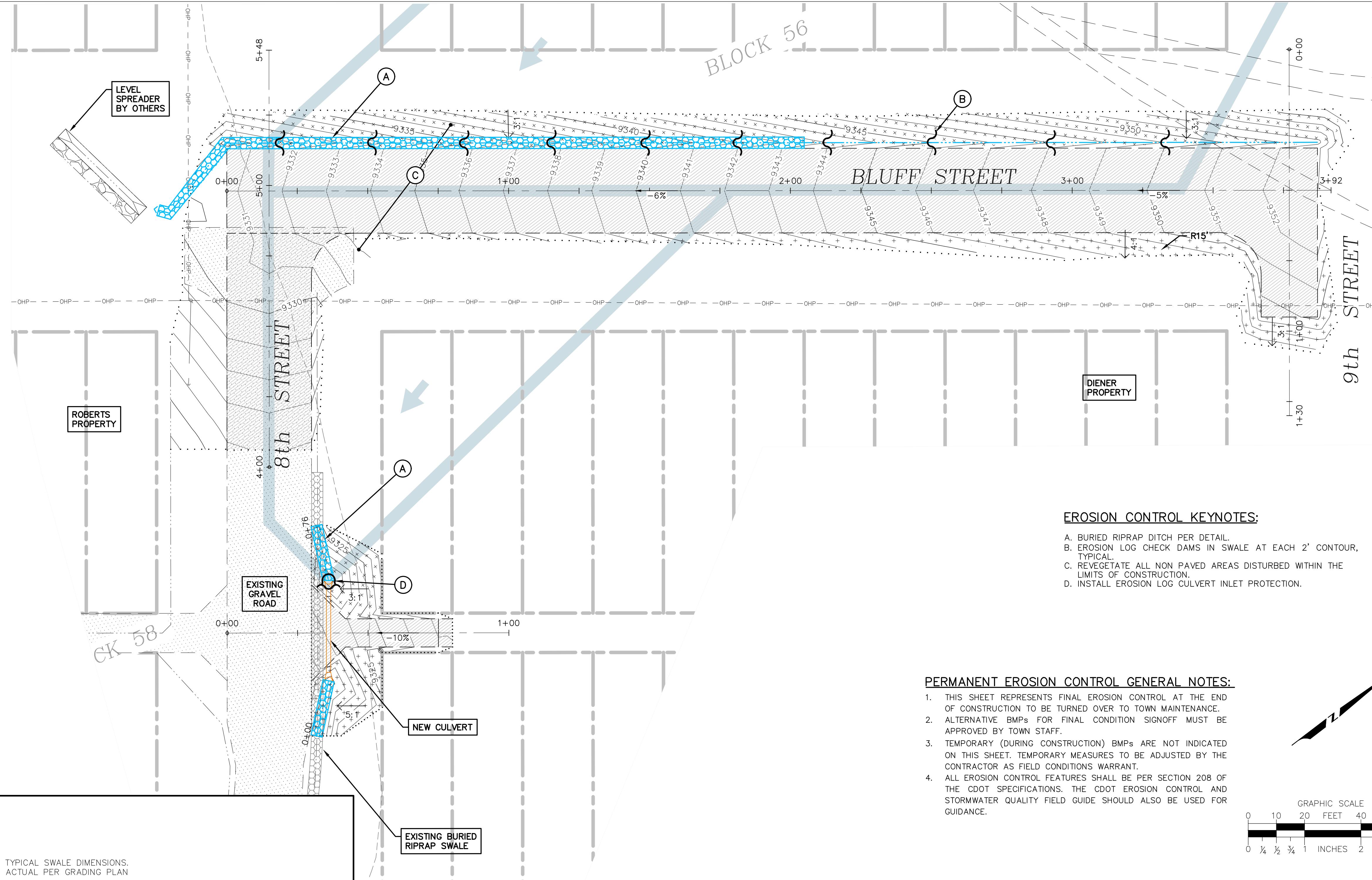
- SHEET FLOW DIRECTION
- CONCENTRATED FLOWLINE
- STORM DRAIN
- PROPOSED DRAINAGE BASIN
- · · · · DAYLIGHT GRADING

EROSION CONTROL KEYNOTES:

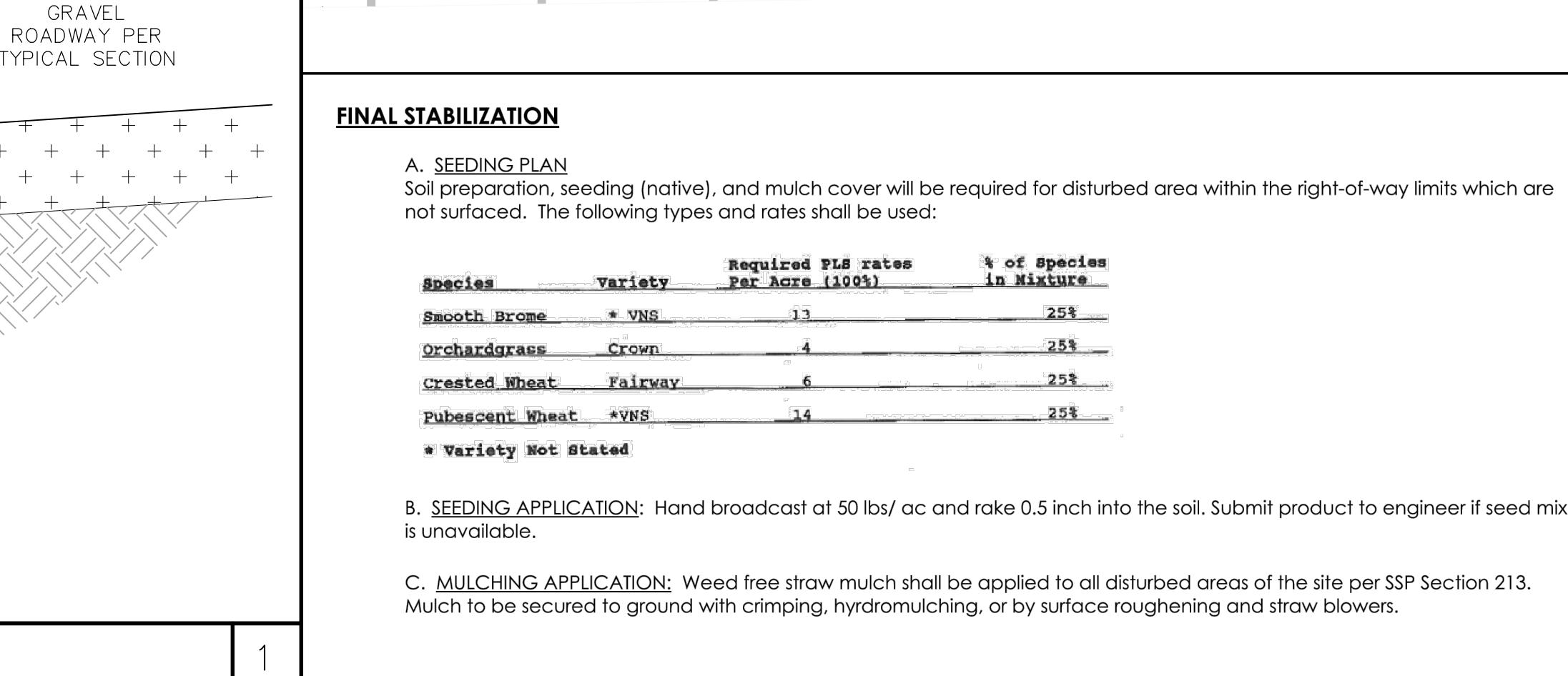
- A. BURIED RIPRAP DITCH PER DETAIL.
- B. EROSION LOG CHECK DAMS IN SWALE AT EACH 2' CONTOUR, TYPICAL.
- C. REVEGETATE ALL NON PAVED AREAS DISTURBED WITHIN THE LIMITS OF CONSTRUCTION.
- D. INSTALL EROSION LOG CULVERT INLET PROTECTION.

PERMANENT EROSION CONTROL GENERAL NOTES:

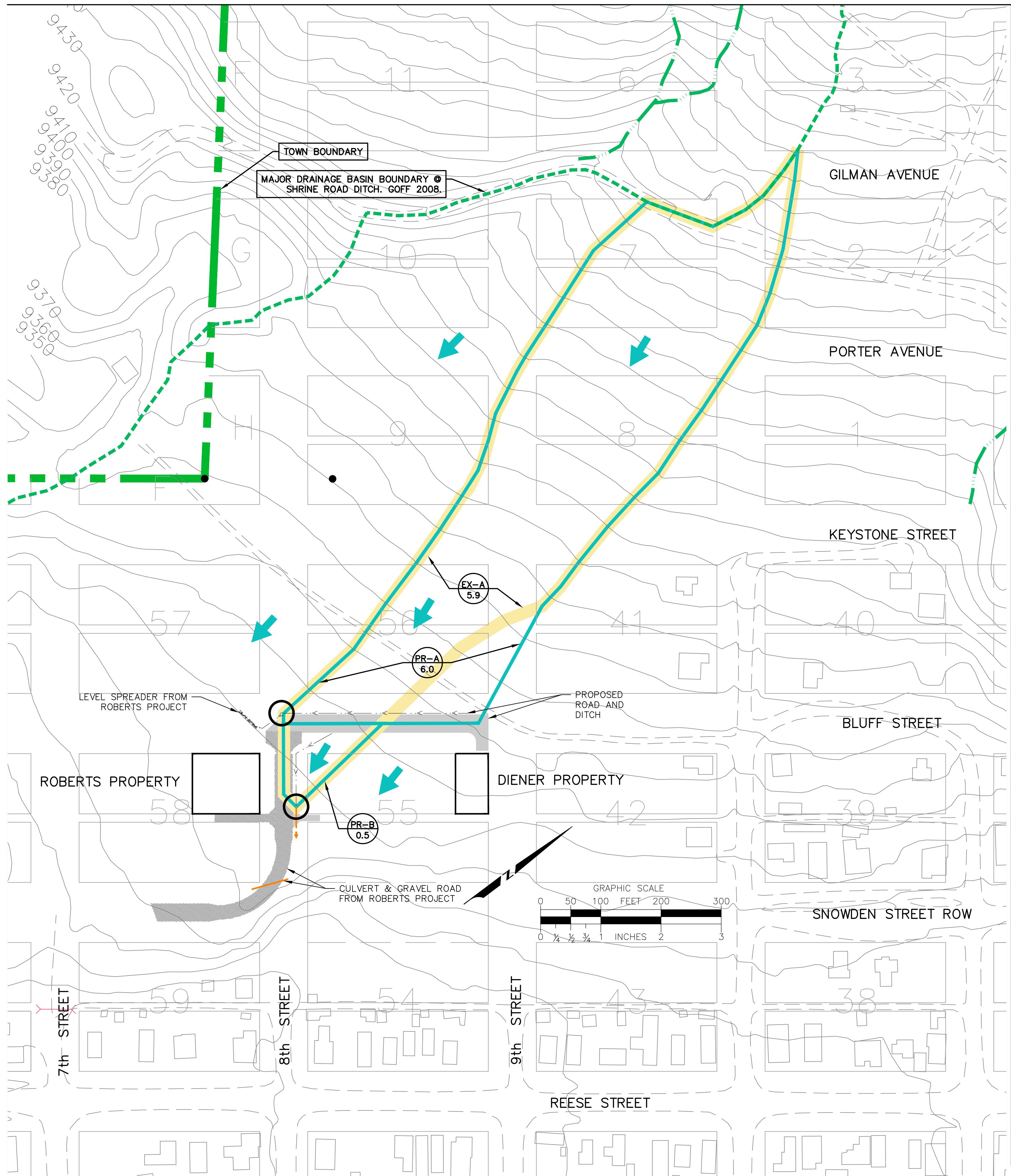
1. THIS SHEET REPRESENTS FINAL EROSION CONTROL AT THE END OF CONSTRUCTION TO BE TURNED OVER TO TOWN MAINTENANCE.
2. ALTERNATIVE BMPs FOR FINAL CONDITION SIGNOFF MUST BE APPROVED BY TOWN STAFF.
3. TEMPORARY (DURING CONSTRUCTION) BMPs ARE NOT INDICATED ON THIS SHEET. TEMPORARY MEASURES TO BE ADJUSTED BY THE CONTRACTOR AS FIELD CONDITIONS WARRANT.
4. ALL EROSION CONTROL FEATURES SHALL BE PER SECTION 208 OF THE CDOT SPECIFICATIONS. THE CDOT EROSION CONTROL AND STORMWATER QUALITY FIELD GUIDE SHOULD ALSO BE USED FOR GUIDANCE.



TYPICAL SWALE DIMENSIONS.
ACTUAL PER GRADING PLAN



DRAINAGE BASINS



DRAINAGE LEGEND

- SHEET FLOW DIRECTION
- CONCENTRATED FLOWLINE
- EXISTING DRAINAGE BASIN
- STORM DRAIN
- PROPOSED DRAINAGE BASIN
- BASE GRAVEL SURFACE

- DRAINAGE CONCENTRATION POINT
- STORM PIPE FLOW DIRECTION
- BASIN IDENTIFICATION
BASIN EXTENTS (ACRES)

FOR REVIEW 07 APR 23
FOR REVIEW 14 AUG 23
FOR REVIEW 24 OCT 23
FOR REVIEW 05 JAN 24
FOR CONSTRUCTION 12 JAN 24

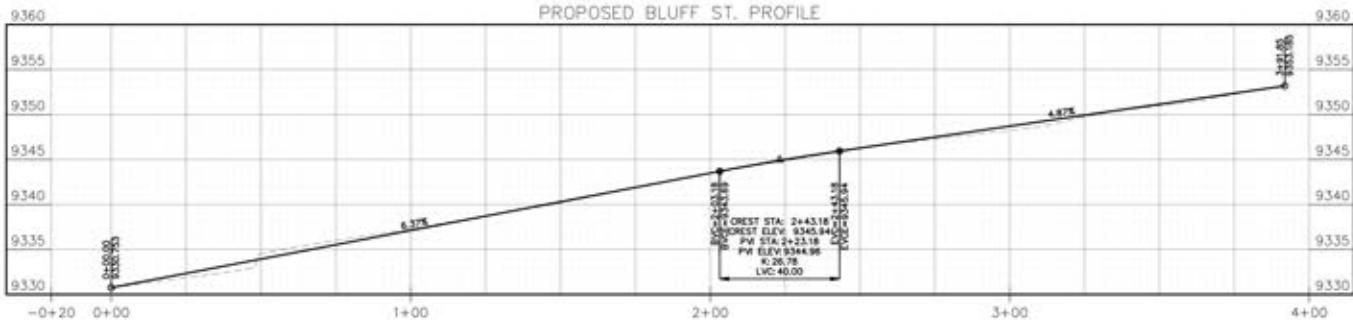
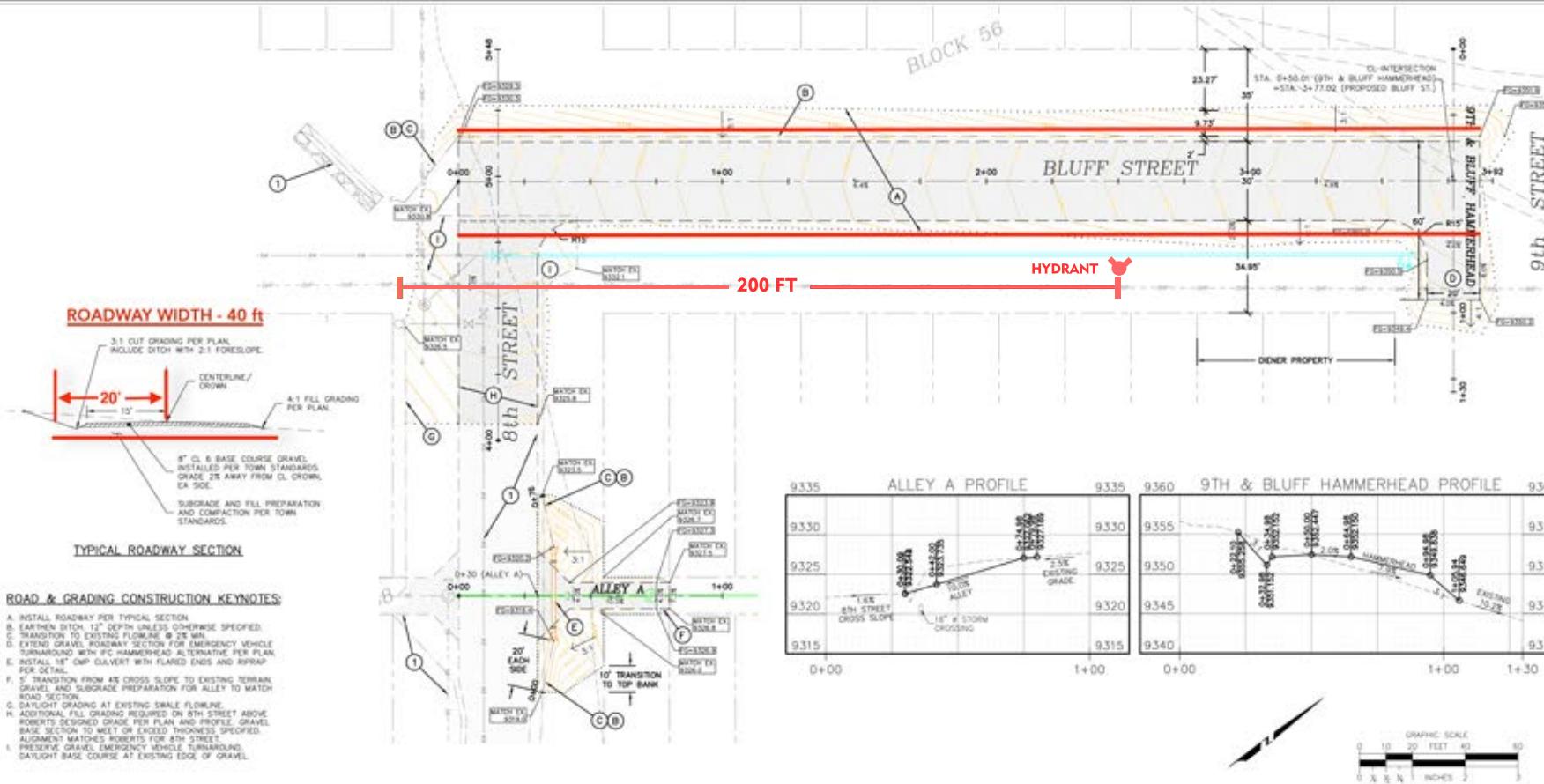
Revisions:

Project Number: 21-311
Drawn By: JAE - TWE
Checked By: TWE

Sheet

X1

DRAINAGE EXHIBIT



Issue Record:	17 APR 23
FOR REVIEW	14 APR 23
FOR REVIEW	24 OCT 23
FOR REVIEW	05 APR 24
FOR CONSTRUCTION	12 APR 24
Revisions:	

Project Number:	21-8111
Drawn By:	JAB - TAB
Checked By:	TAB
Sheet	200
BLUFF STREET ROADWAY PLAN	



AGENDA MEMO

SUBJECT: Special Event Notice & Contract Renewal: Hard Rock 100
STAFF CONTACT: Sarah Friden, Facilities, Parks & Recreation Director
MEETING DATE: 6/23/2025

Overview:

The Hardrock 100 Endurance Run, now entering its 30th year, is up for contract renewal. The previous agreement expired on December 31, 2024. Staff recommends moving forward with a revised agreement that reflects the long-standing partnership between the Town of Silverton and Hardrock, while also updating terms to align with current operational needs.

Key updates to the agreement include:

- Discounted use of Kendall Mountain Community Center and South Field for aid station setup.
- Use of a designated 15x15 storage space in the Visitor Center basement.
- Town commitment to placing trash dumpsters at the facility during the event.
- Hardrock assumes responsibility for securing and maintaining all portable restroom services.
- Administrative transfer of oversight from the PW Director to the Facilities, Parks & Recreation Director.
- Hardrock will be required to increase its aggregate insurance coverage to better reflect Silverton's role as the base of operations and the increased liability tied to multi-jurisdictional participation.

Budget Impact:

As part of the proposed five-year agreement, Hardrock 100 has requested use of the Kendall Mountain Community Center for up to two consecutive weeks each July, during peak wedding and event season. While the Town deeply values its long-standing partnership with Hardrock and recognizes the significant economic and cultural impact the race brings to Silverton, this request presents a notable budget consideration. Under the Town's current nonprofit rate structure, Hardrock is eligible for six days of complimentary use and a 50% discount on any additional days. In 2025, this would result in a substantially reduced rental fee compared to standard market rates.

To illustrate, the standard rental rates for this timeframe are:

- \$4,000 for the first weekend day
- \$1,500 for the second weekend day
- \$1,000 per weekday thereafter

For a full two-week reservation, the total potential rental value exceeds **\$15,000** at standard rates. Given ongoing inquiries from wedding parties and event organizers for this high-demand period, approving this contract would preclude other revenue-generating uses during these dates for the next five years.

While staff supports the continued collaboration with Hardrock 100 and the benefits it brings to the broader community, it is important to acknowledge that this agreement does carry a significant opportunity cost to the Town's event rental revenues.

Recommendation: Staff recommends approving the renewal agreement with revisions.

Master Plan Priority: Strategy D: Plan and Host Events Targeting Locals

Motion or Direction: Request motion to approve the 2025 Hard Rock Contract Renewal with Revisions.

AGREEMENT FOR HARDROCK HUNDRED ENDURANCE RUN SPECIAL EVENT

THIS AGREEMENT FOR HARDROCK HUNDRED ENDURANCE RUN

SPECIAL EVENT (“Agreement”) is entered into this _____ day of _____, 2025, by and between the Town of Silverton, Colorado, (the “Town”), and the Hardrock Hundred Endurance Run (the “Organization”), a Colorado nonprofit corporation (collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Board of Trustees of the Town of Silverton, Colorado has authority pursuant to C.R.S. § 31-15-101 to enter into agreements for the provision of services to town government; and

WHEREAS, Hardrock Hundred Endurance Run (the “Organization”), is significant to the Town as a source of revenue and tourism; and

WHEREAS, the Town has determined that the events and activities surrounding the Organization are in continuous need of significant management and resources; and

WHEREAS, the Organization desires to provide for the Town with certain services associated with the event, as specified herein; and

WHEREAS, the Town desires to contract with the Organization to provide services associated with the event, as specified herein; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND OBLIGATIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Marketing and Communications. The following shall be the Parties’ respective obligations and responsibilities for marketing of the event and communications surrounding the event:

a. **The Organization.** The Organization shall develop web marketing materials and communications for publication on both the Organization’s website and the Town’s website. The Town’s Facility, Parks and Recreation Director or designee shall be provided the opportunity to review the marketing materials before they are posted on the Organization’s website. Any marketing deemed acceptable to the Town’s Communications and Events Manager may be used on the Town’s website. All marketing materials deemed acceptable by the Town shall include the Town’s logo, as provided by the Town.

b. **The Town.** The Town, under the “Visitors” Tab, shall post on its website all marketing materials and communications provided by the Organization. The Town agrees to post schedules to its website not later than 30 days prior to the event or within a reasonable time after provided to the Town by the Organization.

The Town may participate in the Organization’s fundraising for the event. The Town may participate in such events by providing monetary donation, volunteer staff time and/or in-kind use of facilities. In return for participation, the Organization shall advertise the Town’s sponsorship of such fundraising in its web publications of such and shall include the

Town's logo in all print and digital materials. Additionally, the Town shall be permitted to display in the manner of its choosing any banners or displays advertising the Town.

2. **Licensed Use.** The Town licenses the use of Memorial Park and Kendall Mountain Community Center (collectively, the "Licensed Facilities") for the Organization and its event and as further described in below.

a. **Memorial Park.** Memorial Park may be used for race meetings and partner/vendor display booths. The Organization may use the Town's electrical and water connections.

b. **Kendall Mountain Community Center ("KMCC").** KMCC may be used by the Organization for camping outdoors, race meetings, and restrooms. The Organization may use the Town's electrical and water connections. All other facilities at Kendall are not included in the license and shall not be used by the Organization.

This Agreement shall not be construed to authorize use of any property that is not owned by the Town and the Organization warrants that it shall obtain express permission from all private property owners prior to allowing by act or omission the use of such property.

The Licensed Facilities are licensed in their "as is" condition with all faults and without warranties of any kind.

3. **Events and Activities.** The Organization and the Town shall have the following obligations and responsibilities relating to events and activities for the Organization:

In the event of any natural disasters, including floods or fires, or an event that causes closures of Hwy 550, the Parties shall jointly decide and mutually agree to alternatives to the above.

a. **The Town.** The Town shall provide the following services for events and activities for the Organization:

- Electrical and water connections as well as sanitation supplies at the Licensed Facilities.
- An appropriate number of dumpsters or other waste receptacles.
- Barricades and other crowd control mechanisms as requested.
- Use of 15x15 storage space in the Visitor Center Basement.

4. **Emergency Services.** The Organization and the Town shall have the following obligations and responsibilities relating to emergency services for the event:

a. **The Organization.** The Organization shall coordinate with the San Juan County Sheriff's Department, Office of Emergency Management, and Emergency Medical Services regarding support for the event. Such coordination shall include meeting with appropriate representatives prior to the event to discuss plans and contingencies. The Town shall be provided prior written notice of all meetings and provided the opportunity to participate in such meetings, if desired.

The Organization shall provide security for all activities occurring during the event in the form of notification and any needed involvement of the Sheriff's Department or other separately contracted security agencies. The Organization shall coordinate with the Sheriff's Department by meeting with the Sheriff or his designee prior to the event to discuss plans and contingencies. The Town shall be provided prior written notice of all meetings and provided the opportunity to participate in such meetings, if desired.

5. **Facilities Management and Maintenance.** The Organization and the Town shall have the following obligations and responsibilities relating to management and maintenance of the Licensed Facilities for the event:

a. **The Organization.** The Organization shall immediately notify the Town Facilities, Parks & Recreation Director any maintenance or repair at the Licensed Facilities, which is required to accommodate the event's volume of guests. During the event, the Organization shall immediately notify the Town's Facilities, Parks and Recreation Director of any problems or concerns with the electric/water or the waste dumpsters/receptacles. The Organization shall maintain an appropriate number of portable restroom facilities to accommodate the event's volume of guests

b. **The Town.** The Town shall maintain the Facilities in working order and to a level appropriate to accommodate the event's volume of guests. The Town shall provide and maintain throughout the event an appropriate number of portable restroom facilities and dumpsters/receptacles at locations agreed upon by the Town Facility, Parks and Recreation Director and the Organization at the Project Review Briefing, defined herein.

6. **Financing.** The Organization and the Town shall have the following obligations and responsibilities relating to financing for the event:

a. **The Event.** The Organization agrees to the following:

1. Operational Plan Processing Fees: \$200.00 per year
2. Facility Rental Fees over (6)-days' free (combined) per year.
3. Maintain Non-Profit status for remaining days booked (50%) (KMCC).
4. Submit Vendor registration forms a minimum of one (1) week before the event is scheduled to begin.
5. Notice the event in the local newspaper (Silverton Standard and the Miner) at cost.

6. Submit a copy of the Certificate of Liability Insurance (including certificate holder) to the Town (listing the Town of Silverton and San Juan County as additionally insured).
7. The Organization shall be solely responsible for the coordination, scheduling, and timely payment of all portable restroom services.
8. The Organization agrees to allow for VW Camping event in the South Field (3) days over the 4th of July Weekend.
9. The Organization is responsible for disposing trash into provided receptacles.
10. The Organization agrees to pay 25% of all known costs and expenses to the Town within 10 days of executing this Agreement and pay the remainder (75%) within 60 days of executing this Agreement.

b.

The Town. The Town shall agree to the following:

1. Waived use of town owned Facilities for Rentals, not to exceed 6 days (combined use) per calendar year
2. Use of Public Works and Personnel to assist in moving the “Hardrock Rock” to a designated location, place barricades for street closures, banners, and trash receptacles.
3. Two dumpsters shall be provided at KMCC and serviced twice per week throughout the course of time booked.
4. Year-round storage space in the Visitor’s Center Basement (15’x15’)

7. **Contracting.** The Parties may contract independently with third parties in order to meet their respective obligations and responsibilities under this Agreement.

8. **Schedules and Joint Meetings.** The Parties agree to participate in the following joint briefings and the Town and the Organization endeavor to have a representative from their respective Boards at each meeting:

a. An annual briefing and debriefing shall occur twice each calendar year (the “Briefing”). Content shall include date review for the upcoming event, proposed changes or additions to this Agreement, relationship, and assessment.

b. An initial Briefing meeting shall occur prior to February 28th each calendar year, unless mutually agreed rescheduling efforts are made. Contents shall include: All planning and execution of Organization’s events to date, discussion and scheduling of any remaining activities herein committed to by the Town or the Organization, operational plan completed by the Organization.

c. A debriefing meeting shall occur prior to October 1st each calendar year. Contents shall include after action review of current year’s events and community feedback and other governmental agencies feedback.

e. It will be the responsibility of the Organization to secure time with the Town for these meetings. Meetings may occur in conjunction with a regularly scheduled

meeting of the Town Board of Trustees. Either party may bring documented issues and concerns to these meetings to be discussed.

9. Permitting. The Town agrees that the Organization shall not be required to complete annual permitting requests for the Licensed Facilities and the events described herein. The Parties agree that this Agreement contains the terms and conditions for use of the Licensed Facilities for the Organization and event and will be issued a Special Events Permit based on this contract. In the event changes occur to the Town's permitting process for the Licensed Facilities, the parties agree to incorporate said changes by way of Amendment to the Agreement. Notwithstanding the forgoing, the Organization shall obtain any liquor licenses or permits that cannot be waived pursuant to State statute.

10. Insurance. The Organization shall obtain and keep in full force a policy of commercial general liability insurance under which the Organization is named as the insured and the Town is named as an additional insured. The minimum limits of liability shall be a combined single limit with respect to each occurrence of not less than One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000.00) and Two Million Dollars (\$2,000,000.00) aggregate. The policy shall insure against any liability arising out of or related to use of the Town property described herein and the Organization's services and obligations described herein. Proof of such insurance shall be provided to Town at the Annual Kick-off Meeting.

11. Collaboration and Issue Resolution. By way of the terms and conditions herein, the Parties agree to engage in a supportive and collaborative relationship wherein each party, working together, will provide support for the community and its visitors. In the event any issues or conflicts arise in direct relation to this Agreement, the Parties agree that the joint meetings described in Section 8 shall be the first venue wherein issues may formally be addressed. Should issues arise during a day-to-day fulfillment of this Agreement, the agents of the Parties being involved in such issue(s) should be brought to resolve such issue(s) in an amicable and immediate manner. In the event such is not possible, or that further consultation with leadership of either party is necessary, the issue(s) should be brought to either the Town Administrator or the Representative of the Organization Board (collectively, the "Leaders") directly. Should the Leaders be unable to remedy the issue(s) with amicability and immediacy, the matter shall be referred to the next joint meeting for resolution by a quorum of the Boards of both parties.

12. Indemnification and Release. The Town is not responsible for any accidents, or injuries to person or property that occurs at the Licensed Facilities during the event or because of the services being provided by the Organization under this Agreement. The Organization shall at its expense defend, indemnify, and hold the Town, its Board of Trustees, employees, and agents harmless from and against any and all claims, arising out of or in connection with this Agreement and the Organization's services and operations provided for the Event. The Town 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 Town or its officers or employees.

13. Limitation of Liability. Neither party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure. “Force Majeure” shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, Covid-19, fire, flooding, or other casualty, or actions of State or Federal government authorities, including but not limited to the closing of SH 550 by CDOT. If the Organization cannot hold the events because of Force Majeure, the Town shall refund the organization 50% of the total processing fees. If the Organization does not perform for any reason besides Force Majeure, then the Organization will not receive a processing fee refund and the Facilities Rental Fees will be refunded per the facility refund policy only.

Neither party shall be liable to the other for any special, consequential, incidental, punitive or indirect damages arising from or relating to any breach of this agreement, regardless of any notice of the possibility of such damages. Notwithstanding the foregoing, nothing in this paragraph is intended to limit or restrict the indemnification rights or obligations of any party under this agreement or damages available for breaches of the obligations set forth herein.

14. Term. The Term of this Agreement shall be from April 1, 2025, through March 31, 2029. The Parties hereby agree to renew this Agreement annually unless otherwise terminated under paragraph 15. below.

15. Termination and Default. Notwithstanding the time periods contained herein, the Town may terminate this Agreement at any time without cause by providing written notice of termination to the Organization. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the Parties. Upon a breach of the terms of this Agreement, the non-breaching party shall provide the other party with written notice of the default and seven (7) days to cure the default. If the default is not cured in the prescribed time, the non-defaulting party may elect at its option to terminate at a meeting of their respective Board.

16. Compliance with Laws. The Event shall, at its own cost and expense, promptly and properly observe and comply with all present and future orders, regulations, directions, rules, laws, ordinances, and requirements of all governmental authorities (including, without limitation, state, municipal, county, and federal governments and their departments, bureaus, boards and officials and) arising from this Agreement and the Event’s management and operations appurtenant to or in connection with the enjoyment of the Premises.

17. Assignment. The Event may not assign its responsibilities and obligations other than as described herein without the express written consent of the Town.

18. No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of the Town’s sovereign immunity and the Event agrees that the Town through this Agreement has not waived any provision of the Colorado Government Immunity Act.

19. Attorney Fees. If either party brings any action or legal proceeding for damages for an alleged breach of any provision of this Agreement or to enforce, protect or establish any term, condition or covenant of this Agreement, the substantially prevailing party shall be entitled

to recover as a part of such action or proceedings, or in a separate action brought for that purpose, attorneys' fees and costs actually incurred by the substantially prevailing party.

20. General.

a. **Captions.** The captions and headings used in this Agreement are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Agreement.

b. **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.

c. **Waiver.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. No failure to insist upon strict compliance with any of the provisions of this Agreement shall operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

d. **Entire Agreement.** This Agreement is the entire agreement between the parties, and supersedes any prior agreements, representations, negotiations, or correspondence between the parties except as expressed herein. The parties shall not be deemed affiliates, partners, or joint venturers of the other and the parties agree to indemnify and hold the other harmless from all claims, actions or causes of action arising out of or having to do with, directly or indirectly, the business operations of the other. Except as otherwise provided herein, no subsequent charge or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.

e. **Authority.** Everyone executing this Agreement on behalf of a party to this Agreement represents and warrants that he/she/they is/are duly authorized to execute and deliver this Agreement on behalf of such party, and that this Agreement is binding upon such party in accordance with its terms. The Organization agrees to coordinate with the Town's designated agent to be determined by the Town on execution of the Agreement.

DESIGNATED AGENT: _____

f. **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.

g. **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.

h. **TABOR Clause.** The Parties understand and acknowledge that the Town of 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 the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town 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 and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year first above written.

WITNESS:

Gloria Kaasch-Beurger
Town Administrator

**HARDROCK HUNDRED
ENDURANCE RUN**

Dale Garland
Run Director

ATTEST:

Melina Marks
Town Clerk/Treasurer

TOWN OF SILVERTON

Dayna Kranker
Mayor



Town of
Silverton

**Notice of Intent to Conduct a Special Event or Civic Function
Within Incorporated Town Limits**

This Release and Indemnification Agreement shall be effective as of the date set forth below and shall be binding upon me, my successors, representative, heirs, executors, assigns, transferees, and any other person(s) who may enter the premises upon my invitation.

✓ Executed this, the 26th day of March, 2025, by the person whose name and signature appear below.

Signature of Responsible Party:

Dale Garland

Date: 3/26/25

Printed Name:

Dale Garland

Date: 3/26/25

OFFICIAL USE ONLY BELOW THIS LINE

AGENCY	AUTHORIZED SIGNATURE	DATE
San Juan County Sheriff	<u>Chet. W.</u>	<u>06/18/25</u>
Silverton/San Juan EMS		
Office of Emergency Management		
Silverton Board Of Trustees		

TOWN OF SILVERTON DEPARTMENT	AUTHORIZED SIGNATURE	DATE
Facilities, Parks, Recreation	<u>DR</u>	<u>6/17/25</u>
Public Works		
Administrator		
Communications and Events Manager		

APPLICATION PROCESSING FEES		
<100 PARTICIPANTS		\$100.00
100-500 PARTICIPANTS		\$200.00
>500 PARTICIPANTS		Fee to be Negotiated
Date Payment Received:	<u>6/18/25</u>	Payment Processed By: <u>MM</u>
Payment Amount:	<u>\$200</u>	Payment Type: <u>check</u>

THANK YOU FOR CONSIDERING SILVERTON FOR YOUR SPECIAL EVENT!!



Town of Silverton

Notice of Intent to Conduct a Special Event or Civic Function Within Incorporated Town Limits

EVENT ORGANIZER CONTACT INFORMATION

Application Date: 3-26-25 Organization: Hardrock Hundred Endurance Run
Contact Name(s): Dale Garland
Mailing Address: PO 55 Silverton CO 81433
E-mail Address: dale@hardrock100.com
Phone (Primary): 970-769-2872 Phone (Secondary): _____

EVENT INFORMATION

Proposed Event: Hardrock Hundred Endurance Run
Event Date(s): From: 7/11/25 To: 7/13/25
Event Times: From: 0600 To: 0600

EVENT DESCRIPTION

PROPOSED EVENT LOCATION/ROUTE/PARKING PLAN *(Please refer to attachment requirements)*

EVENT SCOPE

(List number of participants, employees and volunteers expected as well as a list of events proposed)



Town of
Silvertown

**Notice of Intent to Conduct a Special Event or Civic Function
Within Incorporated Town Limits**

YES NO - Will this event have Vendors?

YES NO - Will this event serve food and drinks?

YES NO - Will this event have alcoholic beverages?

If Yes, a Special Event Liquor Permit will be required.

YES NO - Will this event have ticket sales or an admission fee?

YES NO - Will this event host outdoor camping?

YES NO - Will animals, dangerous materials or explosive materials be used during this event?

If YES, please explain:

ATTACHMENTS REQUIRED

- Location Map – The Location Map should include clearly marked boundaries and any detour(s), barrier(s) proposed, parking area, security arrangements, and medical personnel location(s).
- Operations Plan with an explanation of Safety, Medical, and Security Plans. (If applicable)
- Certificate of Liability Insurance Naming the Town of Silverton, all Vendors and Event Participants as additionally insured.
- Written permission from property owner to occupy the premises for proposed event.

COMPLIANCE AGREEMENT

The undersigned hereby certifies that I/we agree to assume any and all responsibility and to abide by all rules, regulations and conditions as set forth in the town of Silverton rules, regulations, conditions and stipulations of this permit, and codes for traffic control. The undersigned shall follow the manual on uniform traffic control devices, latest edition, as it relates to this permit and special conditions. If any requirements or conditions of this permit are not in compliance, the permit shall be revoked by order of the Code Enforcement Officer. I/we agree to vacate the right-of-way as directed by the Code Enforcement Officer.

RELEASE AND INDEMNIFICATION

In consideration for being permitted to enter upon the property of the Town of Silverton, Colorado, for the purpose of conducting business, meetings, or events upon said premises, I, the undersigned, hereby acknowledge, represent, and agree as follows:

- I acknowledge that my presence on the Town's property may involve risks of injury, loss or damage.
- I expressly assume all risks of injury, loss, or damage to myself or any third party arising out of or in any way related to my presence on the Town's property.
- I exempt, release, and discharge the Town, its officers, its employees, and its agents from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to my presence on the Town's property.
- I agree to defend, indemnify, and hold harmless the Town, its officers, employee agents, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any way related to my presence on the Town's property.
- I further agree to be fully responsible for and to render payment to the Town for, any damages to the Town's property, which occurs during my use of such property, and which is in any way related to my presence on or use of town property.



30th RUNNING

1992-2025

Town of Silverton Special event application

Event description

The Hardrock Hundred Mile Endurance Run is an ultramarathon of 102.5 miles in length, plus 33,197 feet of climb and 33,197 feet of descent for a total elevation change of 66,394 feet, at an average elevation of over 11,000 feet. The run is held on a loop course on 4WD roads, dirt trails, and cross country in Southern Colorado's San Juan Range, USA. In 2025, the run will be in the counter-clockwise direction. The run starts and ends in Silverton, Colorado and travels through the towns of Telluride, Ouray, and the ghost town of Sherman, crossing thirteen major passes in the 12,000' to 13,000' range. Entrants must travel above 12,000 feet (3,700 m) of elevation a total of 13 times, with the highest point on the course being the 14,048' summit of Handies Peak.

Proposed event/location/parking plan

- The base of operations will be the Silverton School gym.
- On Friday, 7/11/25 Runners will depart from in front of the school gym. From the gym, runners will run north and east out of town, past the Kendall Mountain Ski Area and proceed NE on the Lackawanna Trail. Cross Arrastra Creek and begin the first major climb of the race on jeep roads. After completing the loop thru the San Juans, runners will return to town along the Shrine Road. They will return to town on the marked path connect at 9th St. and Snowden and run down to Snowden and turn right on 12th St.
- Parking plan is included in the operating plan, which accompanies this application

Event Scope

- The Hardrock Hndred will have 146 runners along with approximately 500 volunteers (spread throughout the course) It is administered by a 25 member run committee.
- Beginning on Monday, 7/7, there will be a series of community building, educational, social and administrative events collectively known as Camp Hardrock. The 2025 schedule is still being developed. For

purposes of this application, we have submitted the 2024 schedule as an example. The 2025 version will be similar in scope and facility usage.

TOWN OF SILVERTON
1360 GREENE ST
PO BOX 250
SILVERTON CO 81433-0250 (970) 387-5522

Receipt No: 2.000012713

Jun 18, 2025

Hardrock Hundred Endurance Run

Previous Balance:	.00
LICENSES & PERMITS - SPECIAL EVENT PERMIT	200.00
10-36-720000 Special Event Revenue	
<hr/>	
Total:	200.00
<hr/>	
CHECKS	Check No: 4127
	Payor: Hardrock Hundred Endurance Run
Total Applied:	200.00
<hr/>	
Change Tendered:	.00
<hr/>	

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Application for a Special Events Permit

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

<input type="checkbox"/> Social	<input checked="" type="checkbox"/> Athletic	<input type="checkbox"/> Philanthropic Institution
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Chartered Branch, Lodge or Chapter	<input type="checkbox"/> Political Candidate
<input type="checkbox"/> Patriotic	<input type="checkbox"/> National Organization or Society	<input type="checkbox"/> Municipality Owned Arts Facilities
<input type="checkbox"/> Political	<input type="checkbox"/> Religious Institution	

LIAB		Type of Special Event Applicant is Applying for:		DO NOT WRITE IN THIS SPACE	
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor		\$25.00 Per Day		Liquor Permit Number	
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage		\$10.00 Per Day			
1. Name of Applicant Organization or Political Candidate <i>Hardrock Hundred Endurance Run</i>				State Sales Tax Number (Required)	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>PO 55 Silverton, CO 81433</i>				3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>12th St. between Reese St. & Snowden St. Silverton CO 81433</i>	
4. Authorized Representative of Qualifying Organization or Political Candidate <i>Dale Garland</i>				Date of Birth <i>07-27-1957</i>	Phone Number <i>970-769-2872</i>
Authorized Representative's Mailing Address (if different than address provided in Question 2.)					
5. Event Manager <i>Dale Garland</i>				Date of Birth <i>07-27-1957</i>	Phone Number <i>970-769-2872</i>
Event Manager Home Address (Street, City, State, ZIP) <i>1701 Bright Shore Way, Severance, CO 80550</i>				Email Address of Event Manager <i>dale@hardrock100.com</i>	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____				7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____	
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
List Below the Exact Date(s) for Which Application is Being Made for Permit					
Date <i>7-12-25</i> Hours From <i>11⁰⁰</i> a.m. To <i>8⁰⁰</i> p.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Oath of Applicant					
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.					
Signature <i>Dale Garland</i>		Title <i>Run Director</i>		Date <i>3/26/25</i>	
Report and Approval of Local Licensing Authority (City or County)					
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.					
THEREFORE, THIS APPLICATION IS APPROVED.					
Local Licensing Authority (City or County) <i>Town of Silverton</i>		<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk <i>970-387-5522</i>		
Signature <i>Al M. [Signature]</i>		Title <i>Municipal Judge</i>		Date <i>6/4/25</i>	
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY					
Liability Information					
License Account Number		Liability Date	State	Total \$ <i>•</i>	

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

TOWN OF SILVERTON
1360 GREENE ST
PO BOX 250
SILVERTON CO 81433-0250 (970) 387-5522

Receipt No: 2.000012714 Jun 18, 2025

Hardrock Hundred Endurance Run

Previous Balance:	.00
LICENSES & PERMITS - LIQUOR LICENSE	10.00
10-32-110000 LIQUOR LICENSES	
<hr/>	
Total:	10.00
	<hr/>
CHECKS	Check No: 4125
Payor: Hardrock Hundred Endurance Run	10.00
Total Applied:	<hr/>
Change Tendered:	.00
	<hr/>

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 24 2015

HARDROCK HUNDRED ENDURANCE RUN
C/O NICOLE Y PIETERSE
PO BOX 2673 126 W COLORADO AVE 204
TELLURIDE, CO 81435

Employer Identification Number:

47-1608016

DLN:

17053351395034

Contact Person:

EDWARD S SCHLAACK

ID# 31536

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:

January 1, 2014

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

HARDROCK HUNDRED ENDURANCE RUN

We have sent a copy of this letter to your representative as indicated in your power of attorney.

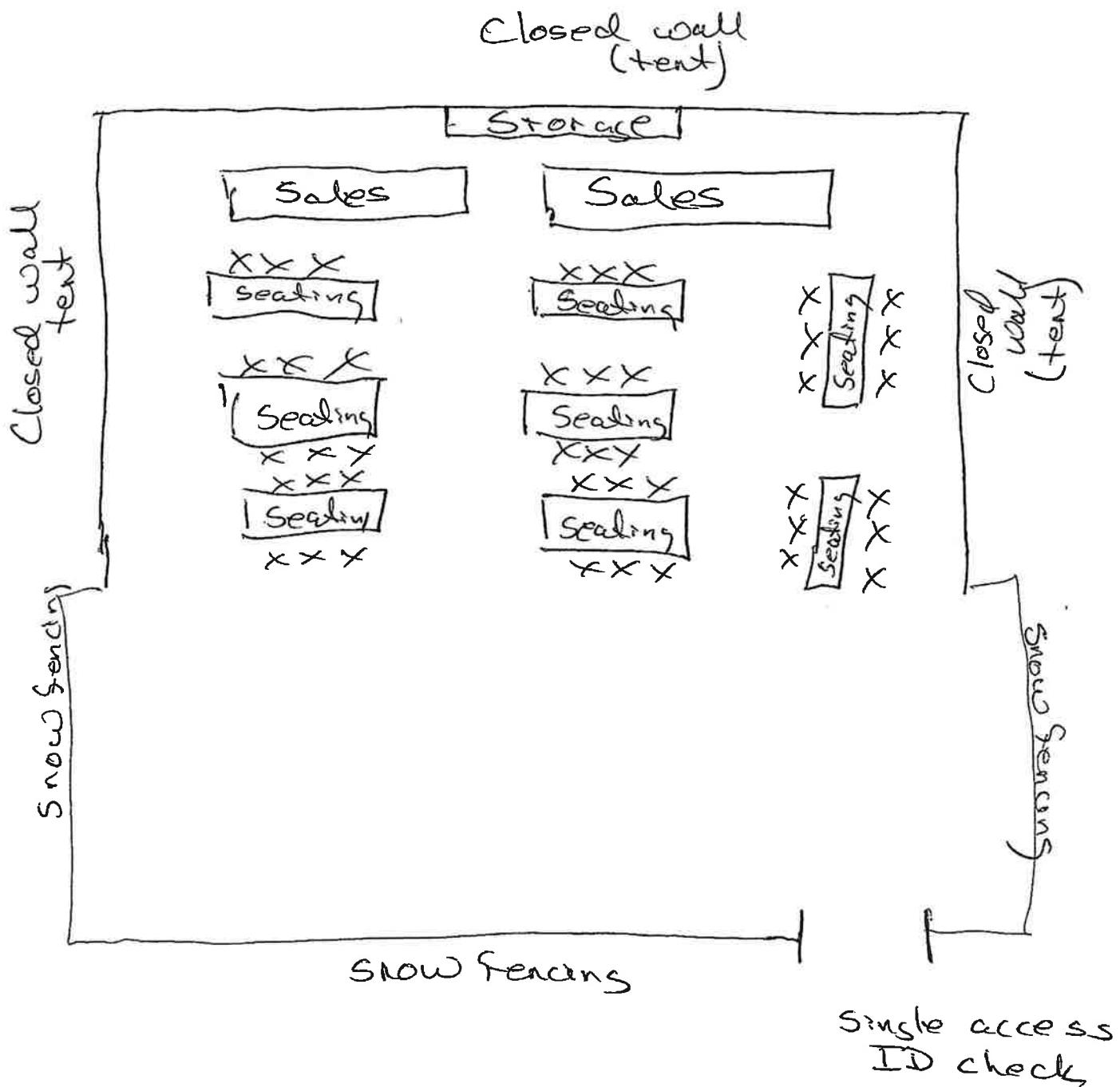
Sincerely,



James P. Rosenblatt
Director, Exempt Organizations

Beverage Tent

Hardrock Hundred Finish Line





Town of
Silvertton

Public Banner Permit

For the Installation of Temporary Banners

Advertising and Promoting Community-Wide Special Events and Holidays

All applications must comply with the following standards for the display of Banners on town Property and Town Right-of-Way:

1. Banners may NOT be larger than 4' by 20'
2. Banners shall be constructed at no less than the following specification: 8 oz., 70/30 (30% air flow) vinyl banner mesh. This material is printable and commonly available at most retail sign establishments. Any other material preferences must be approved by the Town prior to installation. Banners must have "D" rings installed in the corners and be no less than 4 feet apart and sewn in to a minimum 1 ½ inch hem. Banners must be attached with climbing grade carabiners at each "D" ring provided by the applicant.
3. Banners must advertise events that promote the general interest of the Town as a whole.
4. Banners with commercial advertising including corporate and business trademarks, logos and other identifiers are permitted only if commercial advertising, trade names, logos, etc. take up 50% or less of banner square footage. The special event advertising must be equal to or larger than the commercial ad size.
5. Dates for hanging banners must be reserved with the Town at least 60 days in advance. Banners may be hung for a maximum of two weeks prior to the event. The time may be less if it conflicts with the advertising banner installed for an earlier event. Banners must be scheduled for removal within 24 hours after the completion of the advertised event if there is another banner scheduled to be installed or up to 5 days after the event if no other banner is scheduled for installation. The time allowed to remove a banner may be extended by the authorization of the Town.
6. It is the obligation of the owner of the banner to arrange for the hanging of the banner and the removal of the banner with the Town. Banner installation and removal shall be done only by the Town or an installer approved of by the Town. The Town assumes no responsibility for the



Town of Silverton

Public Banner Permit

maintenance, damage or storage of any banner. Maintenance of installed banners can be arranged with the Town at a fee of \$100 per hour at the discretion of the Public Works Director. Scheduling the installation and removal may only be done after the banner application has been approved.

7. The Town reserves the right to refuse to allow any banner to be hung that it deems unsafe, damaged, or is constructed in a manner that will become damaged and create a hazard. The Town reserves the right to have any banner removed immediately if the banner becomes damaged, is deemed hazardous, extreme wind conditions exist, or if other safety hazards are a consideration. The removal of the banner shall be at the owner's expense.
8. Banners must be presented to the Town for inspection a minimum of 48 hours prior to installation.
9. These Banner Standards shall be administered by the Code Enforcement Officer, Public Works Director or other Town Staff as delegated by the Town Administrator.
10. The Permit Fee for one week of banner placement at either the entrance to Town or the 14th Street bridge (entrance to Kendall Mountain Recreation Area) is \$100.

APPLICATION DATE: 3-26-25

NAME OF APPLICANT: Hardrock Hundred Endurance Run **PHONE:** 970-769-2872

MAILING ADDRESS: PO 55 Silverton, CO 81433

DATE BANNER TO BE INSTALLED: 7/7/25 **DATE BANNER TO BE REMOVED:** 7/14/25

BANNER INSTALLED BY: _____ **BANNER REMOVED BY:** _____

INSTALLATION LOCATION (SELECT ONE): X ENTRANCE TO TOWN 14TH STREET (KENDALL)

BANNER SIZE:

LENGTH _____ HEIGHT _____ TOTAL SQ. FT. _____

TEXT: _____

TOWN OF SILVERTON
1360 GREENE ST
PO BOX 250
SILVERTON CO 81433-0250 (970) 387-5522

Receipt No: 2.000012715 Jun 18, 2025

Hardrock Hundred Endurance Run

Previous Balance:	.00
LICENSES & PERMITS - SIGN PERMIT	100.00
10-32-270000 MISCELLANEOUS PERMITS	
<hr/>	
Total:	100.00
<hr/>	
CHECKS	Check No: 4126
Payor: Hardrock Hundred Endurance Run	100.00
Total Applied:	100.00
<hr/>	
Change Tendered:	.00
<hr/>	

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Our RRCA Club Name	Hardrock Hundred Endurance Run
Address of RRCA Club/ Event Member	PO 55 Silverton CO 81433
Contact Person	Dale Garland
Phone	970-769-2872
Would you like to opt in to receive text messages from our team?	Yes
E-mail	dale@hardrock100.com
Event Details	
Date of Event	07/11/2025
Title and Type of Event	Hardrock Hundred Endurance Run 100 Mile Run
Additional Insured Details	
Name of Additional Insured	Town of Silverton
Additional Insured Address	PO Box 250 Silverton CO 81433
Additional Insured Contact Name	Sarah Friden
Additional Insured E-mail Address	sfriden@silverton.co.us
Additional Named Insured Special Noting	No
Special Form (Endorsement, Additional Insured, Waiver of Subrogation)	No
Relationship to Event	Lessor/Owner of Premises
Type of Membership	1M
Additional Information	
If you have more than one additional insured for the same event, please include that information (name, address, contact name, and email address) in the special instructions space below.	
Special Instructions	
File upload	

The message has been sent from 38.109.216.85 (United States) at 2025-06-17 15:24:47 on Chrome 37.0.0.0
Entry ID: 44070

June 23, 2025

8. Discussion/ Direction Items

For items requiring staff direction but not formal action.



SAN JUAN COUNTY COLORADO

**1557 GREENE STREET
P.O. BOX 466
SILVERTON, COLORADO 81433
PHONE 970-387-5766 admin@sanjuancolorado.us**

Dear Gloria Kaasch-Buerger,

We appreciate your summary of the current lodging or bed tax uses and contributions to affordable housing by the Town of Silverton and San Juan County. The County and Town have a long history of collaborative engagement sharing services and resources for the benefit of our community. We do not see San Juan County as separate from the Town of Silverton and its' constituents. We are proud to support projects like the town's recent application for Natural Resources Damages Settlement funding and upgrades to the town's infrastructure, even at the expense of County projects when the Town's needs are greater. We have nothing but the utmost respect and appreciation for the Town's contribution to affordable housing and we apologize for any slight the town perceives from the Commissioners or Staff. We believe there is some misinterpretation from the Commissioners' discussion on intergovernmental funding and town contributions. We would like to clarify the concerns we discussed at the May 14th meeting and address some of the other concerns from your letter and we hope to reaffirm our commitment to support of the town's goals and services where we can help residents and visitors.

Our discussion related to lodging tax (bed tax) that is collected by the town was related to childcare and Silverton Learning Center's current financial struggles due to reduction in funding by State and Federal Partners, not affordable housing. April 23, Silverton Family Learning Center came before the Commissioners with a request for almost \$45,000 of lodging tax funds, allotted to be used for affordable housing and childcare, to cover these deficits in funding to continue operation for the remainder of 2025.

For those not familiar, voters in the State of Colorado approved Counties' ability to expand use of lodging tax to include; affordable housing and childcare, as well as services used for visitor enhancement, in addition to the previous use of marketing related to local tourism. San Juan Commissioners worked closely with other County officials, Colorado Counties Inc., and our legislators to support HB 22-1117 at the State level. After the success of the state ballot initiative, voters in San Juan County adopted the use of 40% of lodging tax to be utilized as marketing and promotion of local tourism, 40% to fund housing & childcare, and 20% to visitor enhancement in November of 2022. So far nearly \$157,000 has been collected for Affordable Housing and Childcare, \$20,850 has been awarded to the Silverton Housing Authority with an additional \$100,000 committed. With the current commitments to the Silverton Family Learning Center and the Silverton Housing Authority the ending fund balance for 2025 is projected to be about \$55,000.

In addition to that \$45,000, Silverton Family Learning Center made clear their expectation to apply for funding from the Lodging Tax fund yearly to cover an approximately \$90,000 annual financial shortfall. We discussed that in order to meet an overwhelming funding imbalance, that SFLC should consider all avenues available to cover that shortfall, including approaching the Town of Silverton for support. We discussed that since the town collects a similar bed tax, it could be a fruitful topic for discussion if those funds could be earmarked for similar uses. We also discussed other funding proposals such as healthcare initiatives the County has received in recent months and the need to discuss support of these proposals with Town Officials.

We appreciate the town's commitment to affordable housing and taking the lead on these projects. We appreciate the professionalism and work that the Housing Authority and Anne Chase in particular have brought to affordable housing at the Anvil Mountain Subdivision. In our initial discussion, we expressed concerns about our small community's ability to finance a shared Housing Authority in the long term. We wanted to explore regional partners like Housing Solutions of the Southwest, and Colorado Housing and Finance Authority (CHFA) before pursuing a shared Housing Authority. At your request, we will re-examine this decision and discuss our future role in the Housing Authority. In order to consider this fully, we would request a budget meeting with the housing authority to better understand long term budgeting needs. Meanwhile, we will continue to support affordable housing in San Juan County and our regional partners any way we can.

We'd also like to recognize our gratitude to the dedication of former and present San Juan Commissioners and staff, particularly Pete McKay, Ernie Kuhlman, Terry Rhodes, Scott Fetchenheir, Willy Tookey and Anthony Edwards as well as the management of Durango Mountain Resort for the opportunities we have at Anvil. At the time, this affordable housing project was doubted by many a waste of taxpayer dollars and a threat to private property values. The county faced many challenges that threatened the success of the project, including opposition from the Town of Silverton. Much of the project spanned recession where the County was not in a favorable position to undertake such an ambitious project. One of the county's housing partners, Colorado Housing Inc. filed for bankruptcy, leaving the county to manage and develop the project. Annexation by the town was waylaid by previous Town Boards and staff contributing to the slow initial growth at Anvil.

In addition to the recent contributions, you've listed for the town and county, over 4.3 million dollars in grants, in kind work, and County financing has been spent on the Anvil Project in the past 20 years. The Brownsfield Cleanup of the site cost over \$775,000. Water, Sewer and other Infrastructure development totaled over \$600,000. The County was able to leverage over 1 million in grant funds and took out a 1.2 million loan to fund the rental apartments which the county manages and maintains at an annual cost of \$165,000 not including staff time. Including that loan, the County has spent almost 2 million dollars in grant matches, in kind work, and other contributions. The County never intended to be developers or landlords managing these projects directly and we would be woefully behind in responding to the current economic challenges without the dedication and forethought of these public servants from San Juan County.

The Town's budgetary constraints and accounting errors you mentioned have never been discussed with County officials. We can appreciate the difficulties of financial hardships created by a deficit budget and dwindling reserves, but we can't help manage shortfalls to shared services when we're not apprised of them, nor can we be expected to cover every shortfall and honor every financial request, particularly in the current political landscape. While we're optimistic about the health of the County's current budget, State and Federal budget cuts on several fronts have placed additional burden on the County, particularly regarding federal land management, social services, and healthcare. This year the USFS doesn't have funding or staff to pump toilets or fund trash removal from high density areas like Molas, or Ice Lakes. The County is working with and committing funding and resources to the USFS, BLM, and partners like San Juan Mountains Association to have porta-potties placed and support trash services in these areas to reduce contamination and human waste. Because of these circumstances, the Town's decision to remove trash services to visitors and residents without notice or discussion with County officials is deeply concerning to the commissioners. We feel this decision will have major impact these areas and the County as a whole and we look forward to collaborative discussion with the Town officials to mitigate these impacts. In addition, the county is seeing an increase of funding requests from locally driven initiatives that address wildfire concerns, primary health care access, addressing capacity of emergency services, and diversifying tourism, which benefit Silverton residents disproportionately. With decreased funding from State and Federal Partners, the success of some of these ambitious projects will require the support and commitment of resources from both town and county governments.

With current circumstances, we would like the opportunity to discuss these topics with the Town Board and staff sooner than later. We fear waiting until fall, pushes these discussions too far out and leaves too little time to respond to these challenges and enact any change for next year's budget. We respectfully request returning to quarterly scheduled work sessions or joint meetings to discuss these issues. COVID-19 and other factors have made this schedule difficult to keep, but we think it's important that we return to regularly scheduled joint meetings. We also would ask that these meeting agendas be reserved for dialogue between town and county officials. While convenient, we do not feel presentations from outside entities such as Tri-State, Chamber of Commerce, and Eco-Action Partners best honors the time and commitment of officials and staff. While it is difficult to coordinate the time of 10 officials and staff, we also feel it would be best to schedule these meetings outside of our own regular meetings to allow focus on our shared agenda. Again, we'd like to reiterate our commitment to supporting the Town of Silverton where we are able and apologize for any malign criticism during our discussion of the Silverton Family Learning Center's request of support. We look forward to working with our partners at the Town to respond to these challenges in a respectful and cooperative dialogue.

Best Regards,



Austin Lashley, Chairman
San Juan County



Town of Silverton

Gloria Kaasch-Buerger
Town Administrator
gkaasch-buerger@silverton.co.us

May 16, 2025

Dear County Commissioners,

I would like to take this opportunity to provide some clarifying comments in response to the May 14th County Commissioners' Meeting. Given the late hour of the meeting, I felt it would be more appropriate to address the matter in writing rather than extend the discussion further at that time.

Lodging Fee

The lodging fee imposed by the Town of Silverton is not a lodging tax. The Town is unable to implement a lodging tax because we are not a home-rule municipality. Although we have explored the possibility of becoming a home-rule municipality in consultation with the Colorado Municipal League (CML), we do not meet the minimum population requirement of 900 residents to pursue that option.

Instead, the Town has established a lodging fee, which is charged to local lodging establishments. As outlined in Resolution 2024-27, the current lodging fees are as follows:

- \$4.00 per night, per unit, per bed for hotels and motels
- \$3.00 per night, per unit for campsites
- \$6.00 per night, per bed for vacation rentals

In 2022, a proposal to allocate these funds to affordable housing was not approved by the Board of Trustees. Instead, Resolution 2022-31 was adopted, stipulating that all lodging fee revenues must be used to offset expenditures directly related to lodging and camping operations. These include, but are not limited to, support for the Visitor Center, special events, and marketing efforts.

In 2024, the Trustees approved a \$2.00 increase to the lodging fee, with the additional revenue designated for the Town's water and sewer funds to support critical infrastructure projects. As a result, lodging fee revenue increased from \$67,845 in 2023 to \$126,348 in 2024. The additional funds from the fee increase have been allocated to water and sewer infrastructure improvements.

Affordable Housing Funding



Town of Silverton

Gloria Kaasch-Buerger
Town Administrator
gkaasch-buerger@silverton.co.us

The Town is grateful for the generous support of the County for the Silverton Housing Authority projects. Here is a breakdown of the funding we have received from the County's Lodging Tax to date:

Townhomes:

County Funding: \$31,100 (\$100,000 contingency pending)

Leveraged Funding (DOH AHOP): \$616,000 / \$1,066,000 if awarded CHF

Boxcar Apartments:

County Funding: \$8,809

Leveraged Funding (EIAF More Housing Now): \$79,281

Totals:

If not awarded CHF Grant

County Lodgers Fund: \$139,909

Leveraged Funding: \$695,281

If awarded CHF Grant

County Lodgers Fund: \$39,909

Leveraged Funding: \$1,145,281

There appears to be a perception that the Town has not contributed our share to the Housing Authority's budget. I'd like to take this opportunity to clarify the Town's support for affordable housing over the past three years and highlight the importance of continued collaboration with the County to address this significant and complex issue. I hope this letter provides clarity and transparency. I'd also like to acknowledge and express my appreciation for the many years prior to the formation of the Housing Authority that the county has supported affordable housing through the Anvil neighborhood and apartments. The Town looks forward to continued collaboration to support this pressing issue for our community.

Time and Leadership Commitment

One of the Town's most substantial contributions has been the time and effort dedicated by our elected officials and staff. The Trustees and Mayor — who receive annual stipends of \$3,599 and \$5,846, respectively—have collectively spent hundreds of hours over the past three years establishing and supporting the Housing Authority. Town staff have also devoted significant time and resources to advancing Housing Authority initiatives.



Town of Silverton

Gloria Kaasch-Buerger
Town Administrator
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Direct Financial Contributions

Since its formation, the Town has contributed over \$232,710 from the General Fund directly to affordable housing efforts. These contributions have supported a range of needs, including matching benefits for the Housing Authority Director, operational support, grant leverage, training, and surveys.

In addition, the Town waived \$103,047 in fees for the Anvil Townhomes project—another substantial form of financial support.

Indirect Support

While not reflected in the monetary total, the Town has provided essential in-kind support, including office space, computer equipment, and use of a Town vehicle for training, insurance coverage, accounting services, and office supplies. These resources are vital to the day-to-day functioning of the Housing Authority and should not be overlooked.

Future Funding and Regional Collaboration

To ensure the long-term sustainability and effectiveness of affordable housing efforts, the Town has previously recommended forming a multi-jurisdictional housing authority under CRS 29-1-204.5(1). Unlike a single-jurisdiction housing authority, which has limited funding mechanisms, a multi-jurisdictional authority can generate revenue through a levy on sales or use taxes, a levy on property taxes, and development impact fees.

While our current single-jurisdiction Housing Authority has enabled us to pursue critical projects—such as the Anvil Townhomes—it lacks the broader financial tools needed for future initiatives. The Town, as mentioned before, does not have the same taxing authority as the County to generate sustainable funding sources for affordable housing due to our status as a non-home rule municipality. The formation of a multi-jurisdictional housing authority would provide access to these tools and foster a more sustainable, collaborative approach to funding affordable housing solutions between the Town and County.

As state and federal grant funding continues to decline, I respectfully urge the County to revisit the discussion of forming a multi-jurisdictional housing authority during a joint Town and County work session later this summer. This partnership is essential to addressing our region's housing challenges with the scale and resources they demand.



Town of Silverton

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Town Administrator
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The Town's Budget

In 2025 the town is building their emergency reserves up to 25% of our general fund revenues after an accounting error that led to overspending. We have cut services, positions, and scaled back operations to ensure that we are efficient with our funds. Our aggressive budget cuts this year will bring us back into the black and allow us to start saving for our larger projects next year.

Leadership in the Community

I encourage us to engage with one another in a more inclusive and collaborative manner as we navigate the challenges ahead. We are facing unprecedented times, and the funding issues before us will undoubtedly bring difficult conversations. In light of this, I respectfully ask that we approach each other's actions with the assumption of good intent and a spirit of curiosity.

Our community is too small to allow division to hinder progress. Jumping to conclusions, contributing to the rumor mill without verifying facts, or isolating ourselves within our respective jurisdictions only makes our work more difficult and less effective.

By working collaboratively and presenting a united front, we can set a powerful example for our community. Unity and cooperation will be critical to successfully navigating these trying times and building a stronger future together.

I would like to propose a full-day Town/County budgeting work session this fall. This would be a day for the Trustees and Commissioners to come together and discuss our services in the community, potential funding issues, and collaborate on solutions.

I appreciate your dedication to addressing affordable housing in our community and look forward to continued collaboration and strong relationships. Please reach out with any questions.

Sincerely,

Gloria Kaasch-Buerger

PRESS RELEASE



Town of Silverton
1360 Greene Street
Silverton, CO 81433
970.387.5522
www.townofsilverton.colorado.gov

Tuesday, June 9, 2025
FOR IMMEDIATE RELEASE

Media Contact:
Gloria Kaasch-Buerger
Town Administrator
970-880-4087
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Trash Talk in Silverton Sparks Community Conversation About Waste Management

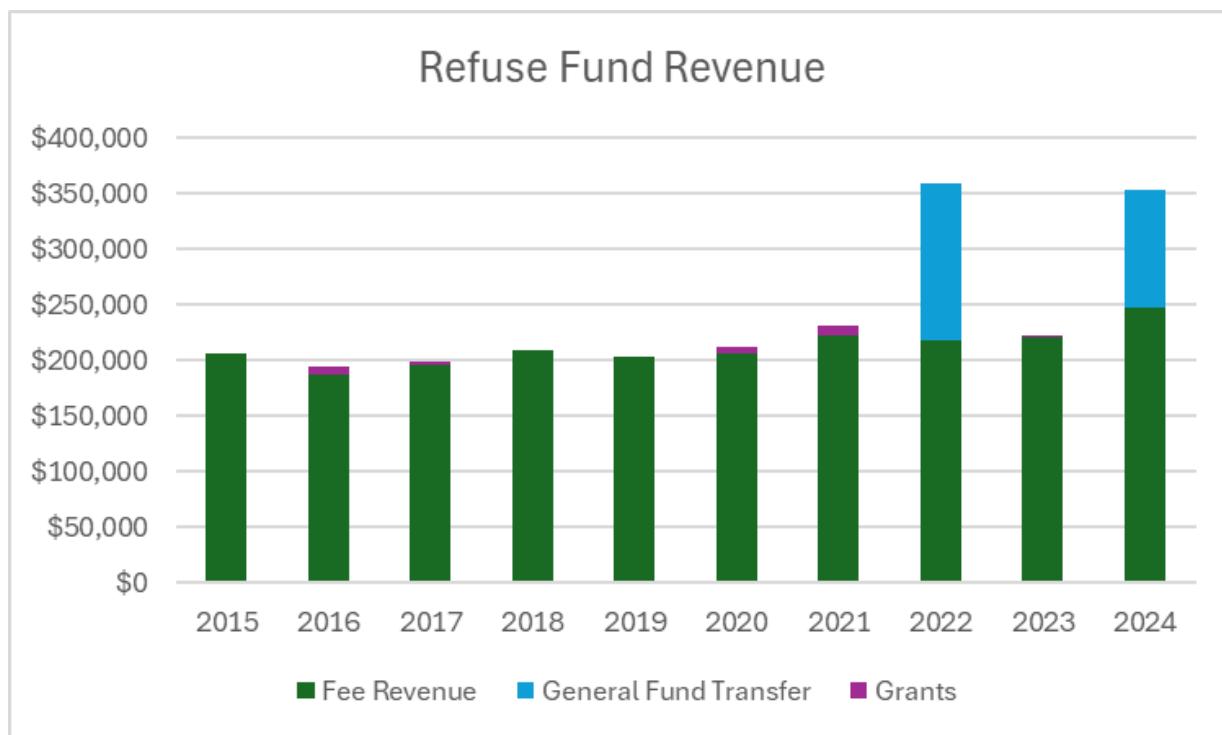
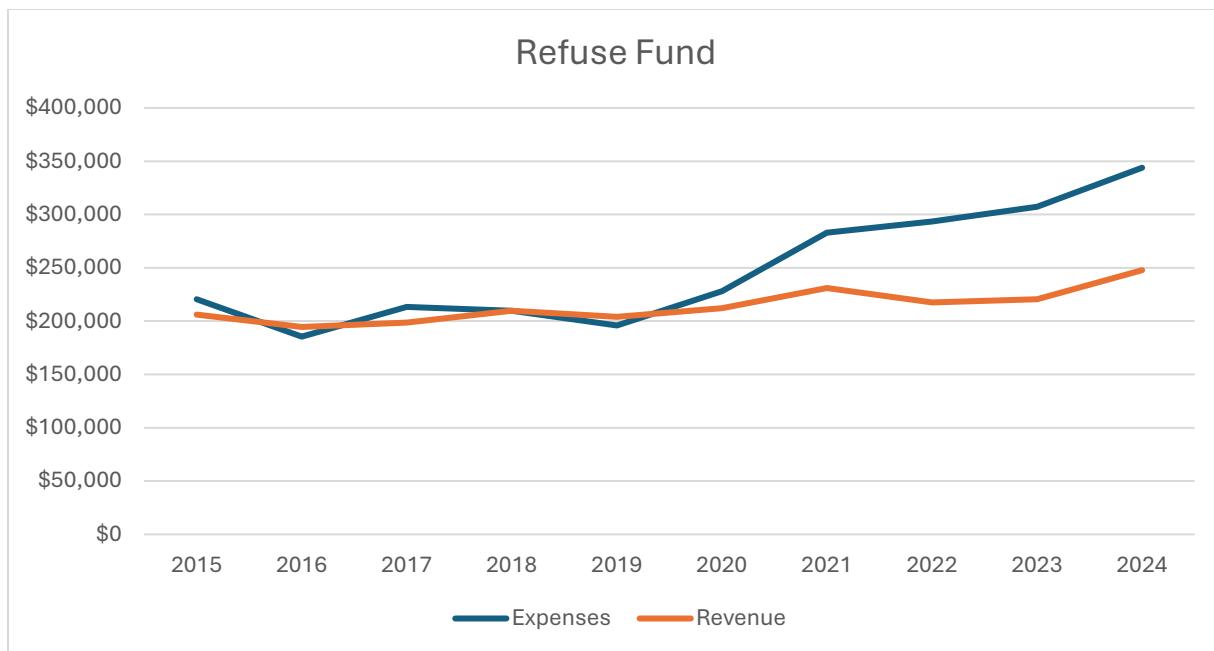
Silverton, CO — A recent social media post from the Town of Silverton regarding local trash services sparked widespread discussion among residents and visitors alike. The original post, which announced the removal of the "camper dumpster" and encouraged visitors to pack out their trash and for residents to participate in volunteer clean-ups, received criticism for its tone and lack of context. Now, the Town is stepping forward with more details and a renewed call for community dialogue around waste management, fiscal sustainability, and public responsibility.

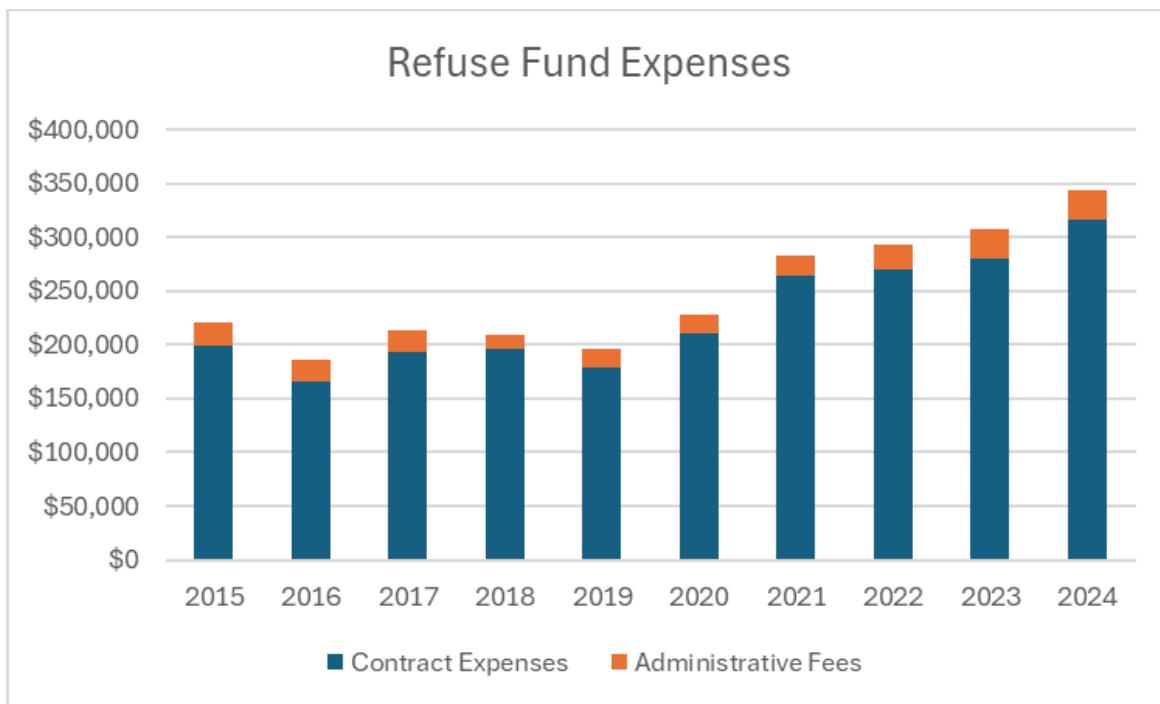
The Bigger Picture: Waste Services Under Pressure

Silverton's refuse program has been facing serious financial and operational challenges. Since entering a 10-year waste-hauling contract with Bruin Waste in 2020—the only company willing to service the area—costs have climbed steadily. The contracted rate has increased by nearly 18%, and additional expenses are incurred each time the transfer station's roll-off containers are filled and hauled off. The more trash that is produced, the more the Town must pay.

Despite a 2024 adjustment to commercial billing rates that brought in an additional \$27,164, the Refuse Fund still faced a \$96,096 shortfall, which was covered by the Town's General Fund, which is funded primarily by tourism-driven sales tax. This was the second time in the last three years that the General Fund has supported the Refuse Fund. The first infusion from the General Fund to the Refuse Fund for \$141,322 was in 2022 to help balance the account that had been in the negative.

The now-removed 30-yard "camping dumpster" alone cost the Town about \$4,500 per month, totaling roughly \$18,000 during peak season. Not just used by campers and overflowing regularly, the site became a hotspot for litter. A citizen-led volunteer clean-up last week collected 37 bags of garbage from the "camping dumpster" site and surrounding area.





Seeking Sustainability

To make refuse services financially sustainable, the Town estimates that residential accounts would need to see a \$26 increase per billing cycle to close the funding gap. This has not been proposed to the Trustees. Instead, staff are exploring other solutions, such as implementing direct fees for non-residents who use the transfer station, ensuring they are capturing all the waste entering the station and charging appropriately, and more education on reducing trash in our community.

To support this, the Town has submitted several grant applications aimed at modernizing trash infrastructure. Proposed upgrades include:

- A point-of-sale system and an on-site Town-employed attendant at the transfer station (the Bruin contract does not allow their employees to take payment)
- Starlink internet to support operations and security
- Surveillance systems to deter illegal dumping
- A used pickup truck to help staff manage convenience cans more efficiently
- A new shed for the attendants
- An education program for dealing with waste in the community

The Wildlife Factor

Beyond the financial strain, Silverton also faced a spike in human-wildlife conflict during the 2024 season, culminating in the tragic death of a mother bear. This prompted the formation of a Wildlife Coalition, which is now working with the Town to develop long-term solutions for safe coexistence.

One result has been the rollout of wildlife-resistant trash cans equipped with bear-resistant latches. Town staff consulted Colorado Parks and Wildlife on how to retrofit the trash cans to ensure that they would be wildlife resistant. Some residents have voiced concerns about the usability of these cans—and the Town is working to improve the design without compromising their effectiveness.

Service Changes for Summer 2025

Considering staffing limitations and budget constraints, the Town of Silverton has made adjustments to its waste service offerings this summer. These include:

- Removal of the camper dumpster and the Memorial Park dumpster due to excessive misuse
- Continued availability of convenience cans along Greene Street, Blair Street, Library and Shrine Hill
- An additional dumpster at the Whistle Stop Gas Station which already uses surveillance cameras to deter illegal dumping
- An improved trash management system for our large events
- A commitment to stocking and emptying the dog waste stations
- Close collaboration with Bruin Waste to ensure consistent service

Despite fewer resources, Town staff will step in to service trash bins as needed outside of scheduled pickups.

Moving Forward Together

The Town Administrator, Gloria Kaasch-Buerger, acknowledges that the Town's initial message on social media was poorly worded and lacked clarity but hopes the expanded context helps residents understand the difficult choices being made. With increased visitation, increasing costs, and a fragile ecosystem, the community must decide how to balance services, sustainability, and fiscal responsibility.

"This is a shared responsibility, and we're committed to working together to find solutions that protect our natural surroundings and accommodate our guests while being fiscally prudent," Administrator Kaasch-Buerger stated, "Town officials recognize the importance of

transparency and community involvement, and they welcome constructive feedback as part of an open and respectful dialogue. As efforts continue, the Town is actively seeking practical strategies to manage waste more effectively while preserving the natural beauty and character of Silverton for future generations.”

Silverton community members and guests are encouraged to use the Text-to-Report number 970-903-3328 to report a code violation or trash issue such as an overturned dumpster, excessive litter site, or full trash can. This number is not for public comment.

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June 23, 2025

9. Committee Reports

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

June 23, 2025

10. Open Discussion/ Future Agenda Items

Allows Trustees to discuss matters with staff and collectively determine future agenda items.

June 23, 2025

11. Public Comment

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

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

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

Comments that are submitted via email about an agenda item will be accepted up until the agenda packet is constructed on noon on Wednesday before the Regular Meeting. Comments that are received after this deadline will be emailed to the trustees and not included in the packet.

Comments that are emailed are not considered “official public comment” unless they are presented at the meeting or submitted for a Public Hearing before the Wednesday deadline.

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

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