



REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – Monday, July 8, 2024
Call to Order & Roll Call –@7:00pm

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

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

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

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

Regular Meeting @ 7:00pm

- 1) Staff and/or Board Revisions to Agenda
- 2) Public Comment - *Comments must be limited to three (3) minutes in duration.*
- 3) Presentations/Proclamations
- 4) New Business
 - a) Emergency Management Operation Plan and Wildfire Management Group
 - b) Led and Copper Self Certify Water Rate Discount
 - c) ADA Digital Accessibility Plan
- 5) Consent Agenda
 - a) Payroll
 - b) Meeting Minutes 6.24.24
 - c) Accounts Payable
 - d) Contract with Grady Ham for Kendall lift maintenance
- 6) Staff Reports
- 7) Committee/Board Reports
- 8) Trustee Reports
- 9) Continued Business
 - a) Historic Review Committee Vacancy
 - b) Resolution 2024-15 A Resolution Setting a Land Use Application Meeting Schedule and Limiting the Number of Land Use Applications for the Board of Trustee Meetings
- 10) Public Comment



Adjourn

Up-coming Meeting Dates:

- 7.11 @12pm Personnel and Ordinance Committee Meeting
- 7.15 @9am Finance Committee Meeting
- 7.16 @7pm San Juan Regional Planning Commission Meeting
- 7.22 @5pm Housing Authority Meeting
- 7.24 @4pm LUC Stakeholder Meeting

End of Agenda

July 8, 2024

BOARD OF TRUSTEES

REGULAR MEETING PACKET

July 8, 2024

1. Staff and/or Board Revisions to Agenda

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

July 8, 2024

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

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

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

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

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

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

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

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

July 8, 2024

3. Presentations and Proclamations

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

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

July 8, 2024

4. New Business

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

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

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



AGENDA MEMO

SUBJECT: Emergency Management Updates and Assignments
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: June 8, 2024

Overview:

The Town of Silverton and San Juan County have an Intergovernmental Agreement for the establishment of unified emergency management updated on September 20, 2021. The terms of this agreement allow for the agreement to automatically be renewed on an annual basis as needed, but OEM is working on updating the Emergency Operations Plan every three years and since it has been three years since the last MOU was signed, OEM has requested that we renew our MOU for the updated EOP.

The Office of Emergency Management has the following requests for assignments from the Board of Trustees:

1. Town chain of command in the event of a declared disaster. The Office of Emergency Management is the umbrella and lead agency for both County and Town in a disaster which came about as a need after the Gold King Mine Spill.

The Town Administrator suggests that the Mayor and the Town Administrator be the first contact for an emergency with the Mayor Pro Tem as the alternate for the Mayor and the Public Works Director as the alternate for the Administrator. Please see attached MOU.

2. The Office of Emergency Management will be forming a Wildfire Risk Management Group with the County which will lead to the formation of a Wildfire Council. OEM is requesting 1 representative from the Town Board Trustee. The Wildfire Risk Management Group will meet on a quarterly basis or more as needed.

Budget

No impact

Master Plan:

Operational Priority

Attachments:

- MOU updating the roles and responsibilities of Town Staff and Board of Trustees for the EOP
- San Juan County Emergency Operations Plan

Suggested Motion or Direction:

Motion to approve the updated Intergovernmental Agreement for the reaffirmation of the Unified Emergency Management between San Juan County and the Town of Silverton

Motion to appoint Trustee_____ and the Building and Code Enforcement Officer to the Wildfire Risk Management Group

**INTERGOVERNMENTAL AGREEMENT FOR THE REAFFIRMATION OF THE
UNIFIED EMERGENCY MANAGEMENT BETWEEN SAN JUAN COUNTY AND THE
TOWN OF SILVERTON**

THIS AGREEMENT is made and entered into this _____ day of JULY, 2024, by and between San Juan County, a political subdivision of the State of Colorado (hereinafter called the “County”) and the Town of Silverton, a municipal corporation of the State of Colorado, (hereinafter called the “Town”).

WHEREAS, the parties are empowered to enter into this agreement pursuant to C.R.S. § 29-1-203; and

WHEREAS, the County established a “local disaster agency” with the formation of the San Juan County Office of Emergency Management on March 23, 2011; and

WHEREAS, the Town of Silverton and San Juan County entered into an Intergovernmental Agreement to manage local disasters through a unified local emergency management organization on March 23, 2011; and

WHEREAS, pursuant to C.R.S. § 24-33.5-707(4), the minimum composition of a disaster agency is a director or coordinator appointed and governed by the chief executive officer or governing body of the appointing jurisdiction and the director or coordinator is responsible for the planning and coordination of the local disaster services; and

WHEREAS, C.R.S. § 24-33.5-707(8) provides that the director must “prepare and keep current a local disaster emergency plan for its area”; and

WHEREAS, this agreement reaffirms the commitment to utilize the San Juan County Office of Emergency Management and the San Juan County Emergency Operations Plan to manage a human or natural disaster that impacts the Town and County; and

WHEREAS, the parties find that the proper coordination and expeditious delivery of support and assistance during emergency and disaster events is necessary to preserve life, property, and the environment; and

WHEREAS, the Town desires to reaffirm the commitment to use the National Incident Management System for all resources under its jurisdiction and work in close partnership with the County; and

WHEREAS, the County has the capability to manage a unified emergency management organization; and

WHEREAS, the Town has representation in the stakeholder group known as the Local Emergency Planning Committee and Multi Agency Coordination Committee managed by the San Juan County Office of Emergency Management; and

WHEREAS, the San Juan County Office of Emergency Management has prepared the revised San Juan County Emergency Operations Plan and supporting documents (the “Plan”) attached hereto and incorporated herein by reference; and

WHEREAS, no plan can completely prevent death and destruction in the event of a human or natural disaster, the Board finds that the Plan comports with the requirements of federal and state law and incorporates and coordinates the best possible approaches to the mitigation and response to disasters and emergencies described therein.

NOW THEREFORE, BE IT RESOLVED BY THE SILVERTON TOWN BOARD:

1. The Office of Emergency Management will provide the following services:
 - a. Provide technical assistance to the Town staff and elected officials in the management of a disaster.
 - b. Include Town staff in incident operations and the Plan.
 - c. Train Town staff on the Plan and on the implementation of the National Incident Management System (NIMS).
2. The County and Town agree to utilize one emergency manager for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of a human caused or natural disaster within the County or Town.
3. The Town will provide an updated resource list of equipment that may be used in a disaster.
4. The Plan shall be an extension to the State of Colorado's Emergency Operations Plan and shall be reviewed and exercised periodically and revised as necessary to meet changing conditions.
5. The San Juan County Office of Emergency Management is authorized and responsible for direction and control of Town and County resources as set forth in the Plan.

It is hereby mutually agreed:

1. The San Juan County Office of Emergency Management will include representation of all signatory parties.
2. The San Juan County Office of Emergency Management shall be comprised of a County Emergency Manager appointed by the San Juan County Board of County Commissioners.
3. The term of this agreement shall run from the date of mutual execution and shall automatically renew on an annual basis as needed to further the mutual objectives of the parties expressed herein, unless terminated by either party. The parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of the Town pursuant to Section 20(4)(b) of Article X of the Constitution of Colorado.

4. In the event of major revisions or changes to the plan or a change in personnel the agreement may be revised and updated.
5. The parties may terminate this agreement with ten (10) days written notice at any time without penalties or further obligations.

**APPROVED AND ADOPTED IN SILVERTON, SAN JUAN COUNTY,
COLORADO THIS _____ day of _____, 2024**

**BOARD OF COUNTY COMMISSIONERS
OF SAN JUAN COUNTY, COLORADO**

ATTESTED

Clerk to the Board

Austin Lashley, Chairman

APPROVED AS TO FORM:

San Juan County Attorney

**TOWN OF SILVERTON
a municipal corporation of the State of COLORADO**

ATTESTED

Town Clerk

Dayna Kranker, Town Mayor

APPROVED AS TO FORM:

Town of Silverton, Attorney:

Emergency Operations Plan

San Juan County, Colorado



Base Plan, November 2021

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Record of Changes

<u>Date</u>	<u>Author</u>	<u>Distribution</u>	<u>Remarks</u>
1/2013	Kristina Maxfield	Version 1.0	Plan creation
6/2015	Jim Donovan	Electronic-Shared Drive	Multiple revisions of content, name change and logo change.
6/2015	Jim Donovan	Electronic-Shared Drive	Multiple revisions
3/2017	Jim Donovan	Electronic-Shared Drive	Multiple revisions
6/2019	Jim Donovan	Electronic-Shared Drive	Total re-write and adoption by the County Commissioners. Version 5.0
12/2020	Jim Donovan	Version 2.0	Update for 2020
1/26/2021	Jim Donovan	v2.5	Update 2021
11/1/2021	Jim Donovan	Version 3	Updated to comply with DHSEM EOP Checklist. Added more elements of Town of Silverton involvement.

Record of Distribution

The record of distribution demonstrates that tasked individuals and organizations listed in this plan have acknowledged the receipt, review, and/or acceptance of the plan. A digital copy of the Base Plan is placed on the San Juan County website. Digital access is available at the San Juan County Courthouse, Silverton Town Hall and Silverton Public Library.

Name	Title	Agency	Delivery Date	Signed

Promulgation

RESOLUTION NO. 2021-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, COLORADO, APPROVING AND ADOPTING THE SAN JUAN COUNTY EMERGENCY OPERATIONS PLAN

WHEREAS, the County established a “local disaster agency” with the formation of the San Juan County Office of Emergency Management on March 23, 2011;

WHEREAS, C.R.S. 24-33.5-707 (4) The minimum composition of a disaster agency is a director or coordinator appointed and governed by the chief executive officer or governing body of the appointing jurisdiction. The director or coordinator is responsible for the planning and coordination of the local disaster services.

WHEREAS, C.R.S. 24-33.5-707 (8) provides that the director must “prepare and keep current a local disaster emergency plan for its area”.

WHEREAS, the Board finds that the proper coordination and expeditious delivery of support and assistance during emergency and disaster events is necessary to preserve life, property and the environment;

WHEREAS, the Board desires to reaffirm San Juan County’s commitment to use the National Incident Management System;

WHEREAS, the San Juan County Office of Emergency Management has prepared the revised San Juan County Emergency Operations Plan and supporting documents (the “Plan”) attached hereto; and

WHEREAS, no plan can completely prevent death and destruction, the Board finds that the Plan comports with the requirements of state law and incorporates and coordinates the best possible approaches to the mitigation and response to disasters and emergencies described therein.


NOW THEREFORE, BE IT RESOLVED BY THE SAN JUAN COUNTY BOARD OF COUNTY COMMISSIONERS:

1. The Revised Plan attached hereto is hereby adopted as the San Juan County Emergency Operations Plan effective as of this date.
2. The Board directs the San Juan County Office of Emergency Management to distribute the Plan to those parties described in the Plan Distribution List. Such parties are hereby directed to accept the responsibilities as assigned and to conduct organizational planning and training as necessary to implement the Plan to the extent required. It is the responsibility of all agencies and departments with roles identified

in the Plan to advise the San Juan County Office of Emergency Management of any changes which might result in its improvement or increase its effectiveness.

3. The Board reaffirms the commitment to the National Incident Management System.
4. The Plan shall be an extension to the State of Colorado's Emergency Operations Plan and shall be reviewed and exercised periodically and revised as necessary to meet changing conditions.
5. The San Juan County Office of Emergency Management is authorized and responsible for direction and control of county resources as set forth in the Plan.

APPROVED AND ADOPTED IN SILVERTON, SAN JUAN COUNTY, COLORADO
THIS 10th day of February, 2021



Scott L. Fetchenhier, Chairman

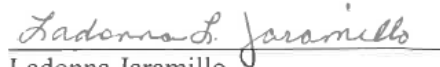


Ernest Kuhlman



Austin Lashley

ATTEST:



Ladonna Jaramillo
Clerk and Recorder

**INTERGOVERNMENTAL AGREEMENT FOR THE REAFFIRMATION OF THE
UNIFIED EMERGENCY MANAGEMENT BETWEEN SAN JUAN COUNTY AND THE
TOWN OF SILVERTON**

THIS AGREEMENT is made and entered into this 13th day of SEPTEMBER, 2021, by and between San Juan County, a political subdivision of the State of Colorado (hereinafter called the "County") and the Town of Silverton, a municipal corporation of the State of Colorado, (hereinafter called the "Town").

WHEREAS, the parties are empowered to enter into this agreement pursuant to C.R.S. § 29-1-203; and

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WHEREAS, the Town has representation in the stakeholder group known as the Local Emergency Planning Committee and Multi Agency Coordination Committee managed by the San Juan County Office of Emergency Management; and

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6. The San Juan County Office of Emergency Management is authorized and responsible for direction and control of Town and County resources as set forth in the Plan.

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financial obligation of the Town pursuant to Section 20(4)(b) of Article X of the Constitution of Colorado.


4. In the event of major revisions or changes to the plan or a change in personnel the agreement may be revised and updated.
5. The parties may terminate this agreement with ten (10) days written notice at any time without penalties or further obligations.

**APPROVED AND ADOPTED IN SILVERTON, SAN JUAN COUNTY,
COLORADO THIS 13th day of September, 2021**

**BOARD OF COUNTY COMMISSIONERS
OF SAN JUAN COUNTY, COLORADO**

ATTESTED

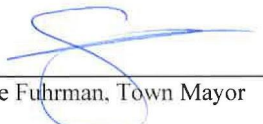

Clerk to the Board


Scott Fetchenhier, Chairman

**TOWN OF SILVERTON
a municipal corporation of the State of COLORADO**

ATTESTED


Town Clerk


Shane Fuhrman, Town Mayor

APPROVED AS TO FORM:

Town of Silverton, Attorney:

/s/ Lane P. Thomasson #49094
Lane P. Thomasson
Associate Attorney
Hockersmith & Whitmore, LLC

“Everyone has a plan until they get punched in the mouth”

-Mike Tyson

Mission

"The Mission of the San Juan County Office of Emergency Management is to serve the citizens of San Juan County by building a more resilient community through cooperation and competence in response to disasters. The Office takes a "Whole Community Approach" by engaging all elements of the community in San Juan County. "

Vision

"Building a ready, responsive, and resilient San Juan County when encountering disasters."

Priorities

In the event of a disaster, these are our priorities:

1. Life, Safety, Health
2. Property Conservation
3. Restoration of Essential Government Services
4. Restoration of Essential Utilities
5. Environmental Protection
6. Communication and Coordination among stakeholders in the San Juan County community

Principles

- **A Whole Community Approach:** Take into account all hazards, all phases, all stakeholders and all impacts relevant to disasters.
- **Proactive:** Learn from the past to prevent future disasters and take preparatory measures to build a disaster resistant and resilient community.
- **Risk Management:** Use sound risk management principles (hazard identification, risk analysis, and consequence analysis) in assigning priorities and resources.
- **Integrated:** Ensure unity of effort among all levels of government and all elements of the community.
- **Collaborative:** Create and sustain broad and sincere relationships among individuals and organizations to encourage trust, advocate a team atmosphere, build consensus, and facilitate communication.
- **Coordinated:** Synchronize the activities of all relevant stakeholders to achieve a common purpose.
- **Flexible:** use creative and innovative approaches in solving disaster challenges.
- **Professional:** Value a science and knowledge-based approach based on education, training, experience, ethical practice, public stewardship, sound fiscal management and continuous improvement.

Purpose and Scope

Purpose

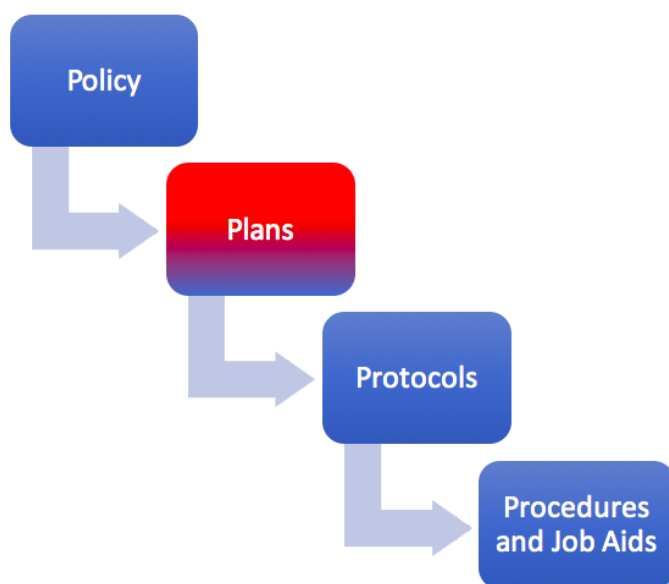
The San Juan County Emergency Operations Plan (EOP) is designed to reduce the risk of disasters by making San Juan County safer and more resilient for our citizens, visitors, county staff and emergency services personnel. This is accomplished by developing a plan which provides a flexible blueprint for the overall coordination of major emergencies and disasters. This EOP unifies County and Town departments and community partners in a common goal to mitigate against, prepare for, respond to, and recover from the threats and hazards that pose a risk to San Juan County. This includes incorporated areas of San Juan County, which have agreements with and/or rely on San Juan County for the provision of emergency management assistance. As with all plans of this type, this emergency plan is a tool, and should be used as a guide. It is not possible to cover every possible situation that may arise. It is not the purpose of this plan to replace or countermand existing policies and procedures of emergency service agencies, other governmental entities or state or federal laws.

Policies are set by the San Juan County Commissioners, plans are the implementation of the policy and protocols or guidelines are implemented at the agency level (Figure 1.0). This EOP is intended to provide a broad framework for all entities involved in disaster response and preparedness in San Juan County. This plan does not dictate tactical or operational activities of departments or agencies responding to an incident, as those activities will be directed by the agency having authority. Each jurisdiction and public safety agency within San Juan County is expected to understand this plan and how it aligns with their guidelines and protocols. It is the responsibility of San Juan County and its partner agencies/entities to ensure that their respective emergency plans are compatible with and do not contradict each other. This EOP and the program of the Office of Emergency Management aligns with the Colorado Disaster Emergency Act. All jurisdictions, organizations, agencies and special districts in San Juan County are encouraged to develop and maintain a specific Continuity of Operations Plans (COOP) as defined in the National Incident Management System (NIMS) and the National Response Framework (NRF).

The Emergency Operations Plan is broken into 2 sections for readability.

1. The “Base Plan” covers the essentials of the EOP. The base plan is essential reading for policy makers.
2. The Functional and Supporting Annexes cover specific plans and elements and can be considered stand-alone plans. The annexes address more agency specific operational concepts.

Figure 1.0 The Emergency Operations Plan in relation to policies, protocols and job aids.



Scope

1. The San Juan County EOP is part of a larger system of connected plans at the local, state and federal levels. They are founded upon the National Response Framework (NRF), National Disaster Recovery Framework (NDRF), and the principles of the National Incident Management System (NIMS). The interrelated nature of the plans and incident management are designed to allow maximum coordination and cooperation between responders from all levels of government.
2. San Juan County shall cooperate with municipalities situated within its borders. This plan is applicable to all of San Juan County, but it does not supersede or replace Town or agency specific emergency operations or recovery plans.
3. This plan covers San Juan County and the Town of Silverton.
4. San Juan County applies the “Whole Community” approach to emergency management. This includes: understanding and meeting the actual needs of the whole community; engaging and empowering all parts of the community; and strengthening what works well in the community on a daily basis.

Approval and Implementation

This document shall be known as the San Juan County Emergency Operations Plan. The San Juan County Emergency Operations Plan was established, adopted and signed by the Board of County Commissioners via Resolution in 2011. An Intergovernmental Agreement was signed by the Town of Silverton and San Juan County in 2011 and updated in 2021. The agreement creates a unified approach to managing disasters between the Town and County governments. All San Juan County departments and offices as well as Town and

County personnel are directed to accept their respective responsibilities and roles in coordinating preparedness, mitigation, response and recovery activities prior to and during emergencies as outlined in this plan. This includes the organizational planning and training necessary to implement the plan when required.

Nothing in this plan is intended to interfere with the delivery of a departments' primary services, although during an emergency, resources may be temporarily redirected in order to effectively address the emergency. As necessary, a local disaster declaration will be issued to address those issues. This Emergency Operations Plan will be updated regularly, to ensure that it remains an effective and accurate tool for managing emergencies. Updates may be conducted to the plan as necessary and after significant incidents with improvements captured in After Action Reports and debriefs. The updates are considered policy implementations only after approval by the Board of County Commissioners. Updates are conducted by the Emergency Manager or designee.

Authorities and Foundational Documents

The San Juan County EOP recognizes and incorporates the various jurisdictional and functional authorities of local agencies, private-sector organizations and non-governmental organizations. This plan is applicable to all agencies and organizations that may be requested to provide assistance or conduct operations in the context of actual or potential incidents within the county. This plan addresses the full spectrum of activities related to incident management. The San Juan County EOP focuses on those activities that are directly related to an evolving incident or potential incident. Relevant authorities and foundational documents are listed below, ranging from the federal to the local level.

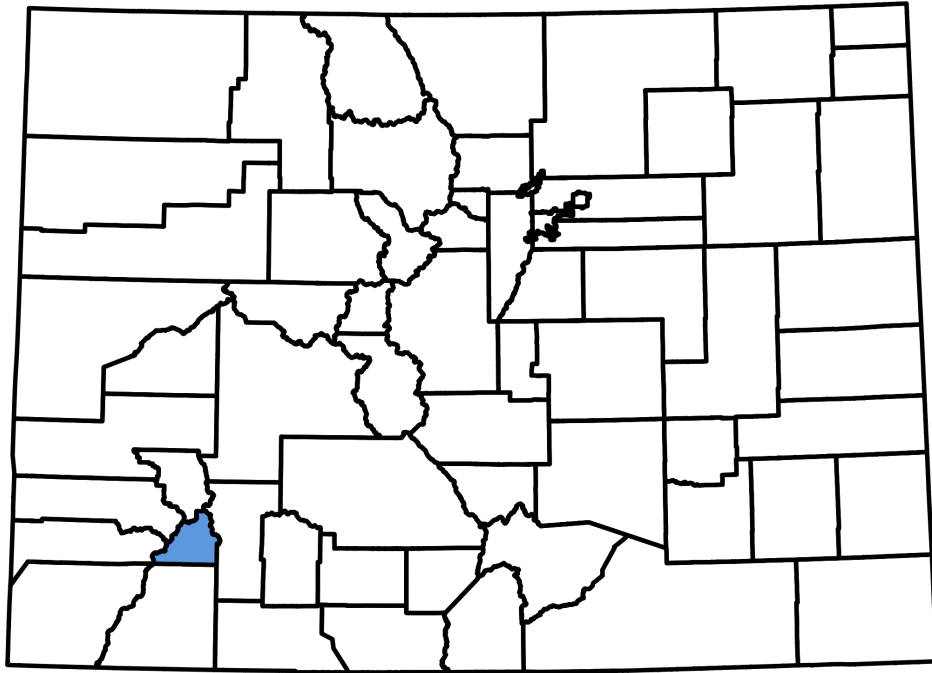
- [Robert T. Stafford Disaster Relief and Emergency Assistance Act \(Public Law 93-288, as amended, 42 U.S.C. 5121-5207\)](#)
- [Title 44 of the Code of Federal Regulations, Emergency Management and Assistance](#)
- [Homeland Security Act \(Public Law 107-296, as amended, 6 U.S.C. §§ 101 et seq.\)](#)
- [Homeland Security Presidential Directive 5, 2003](#)
- [Post-Katrina Emergency Management Reform Act of 2006 \(Public Law 109-295\), October 4, 2006](#)
- [National Response Framework, October, 2019](#)
- [National Disaster Recovery Framework, June 2016](#)
- [National Incident Management System, 3rd Edition October 2017](#)
- [Comprehensive Preparedness Guide 101-Developing and Maintaining Emergency Operations Plans version 3.0 2021](#)
- [Presidential Policy Directive 8: National Preparedness, March 2011](#)
- [National Preparedness Goal 2nd Edition, September 2015](#)
- [FEMA Incident Management Handbook \(FEMA B-761\) 2017](#)

- [The Plain Writing Act of 2010](#)
- [Emergency Planning and Community Right-to-Know Act \(EPCRA\)](#) of 1986
- [The Americans with Disabilities Act](#) of 1990
- [The Pets Evacuation and Transportation Standards Act](#) of 2006
- [Colorado Revised Statutes, Colorado Disaster Emergency Act, part 7. CRS 24-33.5-701 \(amended 2018\).](#)
- [State of Colorado Emergency Operations Plan](#) 2019
- [Resolution 2021-02](#). A Resolution of the Board Of County Commissioners, San Juan County Colorado Approving and Adopting the San Juan County Emergency Operations Plan and Local Emergency Management Resolution.
- [The Public Health Emergency Operations Plan 2020](#) establishes the framework and authority for public health emergencies by San Juan County Public Health. The Director of Public Health has statutory authority to act upon public health disasters such as pandemics.
- 2021 Intergovernmental Agreement between the Town of Silverton and San Juan County, authorizing the Office of Emergency Management to manage all disasters impacting jurisdictions in San Juan County.

Situation Overview

The San Juan County Emergency Operations Plan covers emergency and disaster response for the citizens and government of San Juan County. San Juan County is one of the 64 counties of the State of Colorado. As of the 2010 census, the population was 699, making it the least populous county in Colorado. With a mean elevation of 11,240 feet, San Juan County is the highest county by elevation in the United States. The County has a total area of 388 square miles which covers mountains and valleys. It is the fifth smallest county in Colorado by area. The County is located in the heart of the San Juan Mountains of Colorado. The Animas River, South Mineral Creek and Cement Creek are the three principal waterways in the County. The Plan covers the Town Of Silverton through an Intergovernmental Agreement.

Figure 2.0. The geographic location of San Juan County within the State of Colorado.



Hazard Vulnerability Analysis

San Juan County is vulnerable to and may be impacted by a variety of hazards and events with implications for disaster management, public health and environmental emergencies. Such emergencies or events could occur at any time and may include:

- Natural and manmade disasters as well as public health and medical emergencies;
- Terrorist threats or incidents using chemical, biological, nuclear/radiological, or large explosive devices;
- Infectious disease outbreaks and pandemics;
- Other circumstances that create actual or potential emergencies, natural disasters, public health or environmental emergencies.

The San Juan County Office of Emergency Management uses four sources for the analysis of hazards that can impact the county.

1. A comprehensive Regional Hazard Vulnerability Analysis (HVA) was conducted in November 2018 to identify and prioritize the likely risks for the Southwest region of Colorado by the Southwest Health Care Coalition (SWHCC). The analysis took into account that each community is unique and may have specific population elements, geography, and other needs to consider. These will often overlap with the hazards confronted by the Coalition member organizations and are identified using historical and current data from

multiple sources. The HVA process is iterative and is reviewed on an annual basis or after major incidents. Regional impacts can have a significant impact on San Juan County.

2. An Annual Threats and Hazards Survey is conducted by the Local Emergency Planning Committee that is available as a separate Annex.

3. A regional Threats and Hazards Analysis (THIRA) that covers Southwest Colorado and is conducted by the Southwest Region All Hazards Committee. This is treated as an Annex.

4. A historical analysis of disasters that have impacted San Juan County and are addressed as an Annex.

Table 1.0: Hazards and Impacts to Regional Capabilities as a Hazards and Vulnerability Analysis (HVA) conducted in 2018.

Hazard	Impact to Regional Capabilities
Critical Personnel Shortage - Our county has limited routes and small roads. Any incident impacting one of the primary routes will impact personnel's ability to respond.	1. Ability to serve the general public and the access and functional needs population 2. Lack of personnel to staff ESF and IMT positions 3. Lack of response personnel 4. Ability to effectively coordinate throughout the Southwest Region 5. Internal and external communications 6. Transportation
Cyber Attack - Almost all internet traffic is dedicated to one fiber line into our counties.	1. Internal and external communications 2. Information sharing 3. Emergency Communications
Severe Weather and Natural Hazards - San Juan County is at risk from severe snowstorms and blizzards, intense cold, high winds, and heavy rain, rockfall, flooding, mine spills and avalanches.	1. Ability to serve the general public and the access and functional needs population 2. Staffing shortage 3. Internal and external communications 4. Information sharing 5. Situational awareness 6. Transportation and response times 7. Supply shortage 8. Sheltering capabilities

Communication Failure - Our mountain top antennas and broadcast systems are physically at risk from fires, heavy snow and lightning. Our network is at risk from numerous single points of failure from a multitude of threats.	1. Ability to serve the general public and the access and functional needs population 2. Internal and external communications 3. Information sharing 4. Situational awareness 5. Transportation and response times 6. Public information warning platforms 7. Transportation
Power Utility Outages - Our region depends on a power supply that travels great distances to reach this area and is primarily fed by a single line. If the primary line is damaged, it could take days or weeks for power to be restored.	1. Ability to serve the general public and the access and functional needs population 2. Internal and external communications 3. Information sharing 4. Situational awareness 5. Transportation and response times 6. Public information warning platforms

Table 2.0 Detailed Hazard Analysis

Hazard/Threat	Description/Frequency	Impact on Life/Property
1. Flood	The Animas River and Cement Creek both flow south through Silverton and across open space beyond the town limits. Flooding has occurred both in the spring from snowmelt runoff and in the fall from severe rainstorms.	Buildings are located in the Animas floodplain; they have been and may again be impacted by high water. Tourists, campers, and others using the backcountry areas are at risk from flash flooding. The Animas River is also a highly utilized recreational waterway, rafters and kayakers are at risk during high water times.
2. Severe Winter Storm	A severe winter storm (one with heavy snowfall and wind sufficient to cause white-out conditions with blowing and drifting snow) is a regular occurrence.	Motorists on Highway 550 are in danger of becoming stranded or driving off the roadway. CDOT has the primary responsibility for the safety of motorists and will verify that there are no motorists on the highway before they close the road. Silverton residents are in no immediate danger from a severe winter storm but a prolonged storm would disrupt the normal food and

		fuel supplies from arriving in town. Any person using the backcountry is in danger.
3. Avalanche	Danger from avalanches is increasing due to the increase in use of backcountry areas during the winter/spring months. Avalanches and/or heavy snow may close roads cutting off ingress and egress to the town of Silverton for extended periods of time.	Loss of life from avalanches is increasing throughout the state each year due to increased use of backcountry areas. Zoning to prevent development in avalanche zones is protecting lives and property. People may become trapped on roadways by avalanches or deep snow. Loss of electricity and/or communications for extended periods of time can occur after avalanches caused by a severe winter storm.

4. Mass Transportation Accident		
a. Roadways	The county is highly dependent on HWY 550 and the 4x4 roads that move well over 300,000 motorized vehicles over these roads during the summer months, and this county is seeing a rise every year in motorized traffic due to the increase in tourism. During the winter months HWY 550 is the only ingress and egress for the Town of Silverton. Should HWY 550 be closed due to a transportation accident movement of traffic and the ability to get emergency vehicles in and out of Silverton could become compromised.	A mass casualty accident would pose a heavy burden to the local response facilities and have a devastating impact on life and safety issues. There is no doctor/hospital in Silverton and only a small number of EMT's and two ambulances. Any accident involving multiple casualties may require mutual aid from surrounding communities.
b. Rail Road	The Durango & Silverton Narrow Gauge Railroad (DSNGRR) is a world renowned attraction traveling from downtown Durango to downtown Silverton. Depending on the time of year, there may be 1-4 trains daily.	Each train can have 300+ passengers aboard. The train travels at a very low speed, but a major derailment could have a large impact on life and safety, particularly in the remote areas of the route. The route is 45.4 miles long, 27.6 miles of the route are

		located in the very remote Animas River Canyon and 22.5 miles of the railway is located in San Juan County. Access to an accident in San Juan County would be complicated by the fact that the response would need to be by rail or aircraft, and the same would hold true for the evacuation of train passengers. The train has the potential for starting fires during dry conditions that can threaten private property.
5. Hazardous Materials	CDOT explosive storage area, Silverton LP Gas bulk propane plant, Silverton Mountain explosive storage area, and possible new mining operations	
a. Fixed Facility Storage of Hazardous Materials		
b. Hazardous Material Transportation Accidents	Although there is no designated HAZMAT route through the county, flammables, pesticides, explosives and many other hazardous substances have been transported over county roads and HWY 550 on their way to destinations in San Juan County or other delivery points. The steep winding roads compound the possibility of an accident on any of these roadways.	Any spill on a county road or HWY 550 would have severe consequences in either loss of life and/or river contamination. The water ways being Cement Creek, The Animas River or South Mineral Creek.
6. Drought	Water is vital to the county; Silverton's water supply is from the tributaries to the Animas River.	Drought would have impact on life as well as significantly increase the likelihood of wildfire danger.
7. Wildfire	Wildfires are a yearly occurrence; they may be started by natural causes such as lightning or by careless use of fire by man.	There is danger to life and property throughout the county when a fire breaks out due to the remoteness of the area.
8. Earthquake	Little risk. San Juan County is not in an earthquake prone area.	An earth quake could trigger a landslide or avalanche and could cause rocks or snow to fall. Road, electric power lines, and communication abilities may be damaged or destroyed.

9. Landslide / Mudflow / Falling Rocks	Mudslides may occur on the 20 – 60 % slopes. Road/railroad closure is rare but occasionally happens. Falling rocks are a constant hazard due to the steep slopes.	Impact tends to be isolated in regard to loss of life, occurring mostly with climbers. Rocks falls cause road damage and occasionally cause injury/death when they impact automobiles.
10. Attack, Other Than Nuclear (Chemical, Biological, Conventional, Terrorist)	Terrorist attack is considered unlikely in this county, but civil disturbance by activist groups is on the rise in the area and any large gathering of people presents a potential target. The seasonal train also presents a nationally recognized and high visibility target.	None to date.
11. Nuclear Attack	This county is low risk for nuclear attack. Additionally, the distance of the county from high risk target areas, and prevailing wind patterns make it low risk for the effects of radioactive fallout.	Fallout effects would be minimal on people, livestock and agriculture. However, the county must plan to be a reception area in the event of evacuation from higher risk counties.

Planning Assumptions

1. An emergency or disaster can occur at any time and any location in San Juan County. It may create significant degrees of human suffering, property damage and economic hardship to individuals, governments, the environment, and the business community.
2. The premise of the National Response Framework (NRF), National Disaster Recovery Framework (NDRF), National Incident Management System (NIMS), the Incident Command System (ICS) and the San Juan County EOP is that all levels of government share responsibility for working together in preparing for, responding to and recovering from the effects of an emergency or disaster. Partnerships also include non-profit organizations and the private sector.
3. Incidents are typically managed at the local government level. State and federal support may not arrive until after 24 hours or more.
4. When threatened by any hazard, citizens expect elected and appointed officials to take immediate action to help them resolve the problem. Citizens expect the government to marshal its resources, channel the efforts of the whole community including voluntary organizations and the private sector and, if necessary, solicit assistance from outside the jurisdiction.

5. The greater the complexity, impact, and geographic scope of a disaster or emergency, the more multi-agency coordination may be required.
6. Depending on various factors, including the scope and magnitude of the incident, San Juan County may not be able to meet all of the responsibilities indicated in this plan.
7. Participating agencies, county departments will respond to an incident to the extent of available resources. Once these resources have been exhausted, mutual aid may be requested. If these efforts are determined to be insufficient, requests may be made from the county to the region and to the state; and the state to the federal government.
8. When requested, the state and federal government may provide emergency assistance to San Juan County in accordance with NIMS, NRF, NDRF, and the Stafford Act.
9. The principles found in NIMS/ICS will be utilized in the implementation of this plan.

Concept of Operations

San Juan County is responsible for emergency response operations in the entirety of the county. The San Juan County Emergency Operations Plan was developed using the “Whole Community” concept of community preparedness planning. San Juan County supports emergency response operations, and coordinates with the Town of Silverton, the only municipality in the County. In the event of an emergency, County and Town resources may be redirected to manage the situation. County and Town staff will need to adjust to an emergency mindset and operate under different organizational conditions.

San Juan County has adopted the National Incident Management System (NIMS) to manage emergencies, which includes:

1. The Incident Command System (ICS) is implemented for managing all incidents.
 - a. The Multi-Agency Coordination (MAC) System to support complex incidents.
 - b. The Joint Information System (JIS) to coordinate incident information.
 - c. Incidents will be managed using the ICS structure, utilizing either a single Incident Commander or a Unified Command, depending on the scope and type of incident.
 - d. The Emergency Support Functions (ESF) model provides a framework for this plan. See the NIMS/ICS Annex for further details on the organizational models that will be implemented in the event of an emergency.
 - e. Every County and Town department or office may be required to assist in supporting an emergency. If a department does not have a specific response role in a given emergency, that department may still be relied upon to fill support roles.

- f. Each County and Town Department and Office is responsible for ensuring that staff have been trained to the appropriate level of incident command and incident management.
 - g. All County and Town staff are expected to have been oriented and trained on roles and responsibilities in their departmental Continuity of Operations Plans (COOP) and departmental emergency procedures.
 - h. For disasters impacting the county, a formal declaration of a disaster by the San Juan County Board of Commissioners may be required as a precondition of some form of State or Federal assistance or to expedite State assistance.
- 2. Upon notification of a disaster, the Emergency Manager, Chairperson, Board of San Juan County Commissioners, or the next senior member of the board, or a pre-authorized representative will activate the EOP and declare a specific emergency response phase of operations to be in effect. Those persons may also activate the Emergency Operations Center (EOC) and take other actions as appropriate.
- 3. San Juan County's emergency management program covers four mission areas:
 - a. **Protection:** The capabilities necessary to secure the county against acts of terrorism and manmade or natural disasters.
 - b. **Mitigation:** The capabilities necessary to reduce the loss of life and property by lessening the impact of disasters.
 - c. **Response:** The capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.
 - d. **Recovery:** The capabilities necessary to assist communities affected by an incident to recover effectively.

Plan Activation

Activation of the EOP is dependent on an occurrence or threat of a Level 2 emergency listed in Table 2.0. The Emergency Activation Level indicates the operational tempo of the County emergency management system. Emergency activation of a Level 2 or 1 initiates the activation of the Emergency Operations Plan, the activation of the EOC or the implementation of an Incident Management Team (IMT).

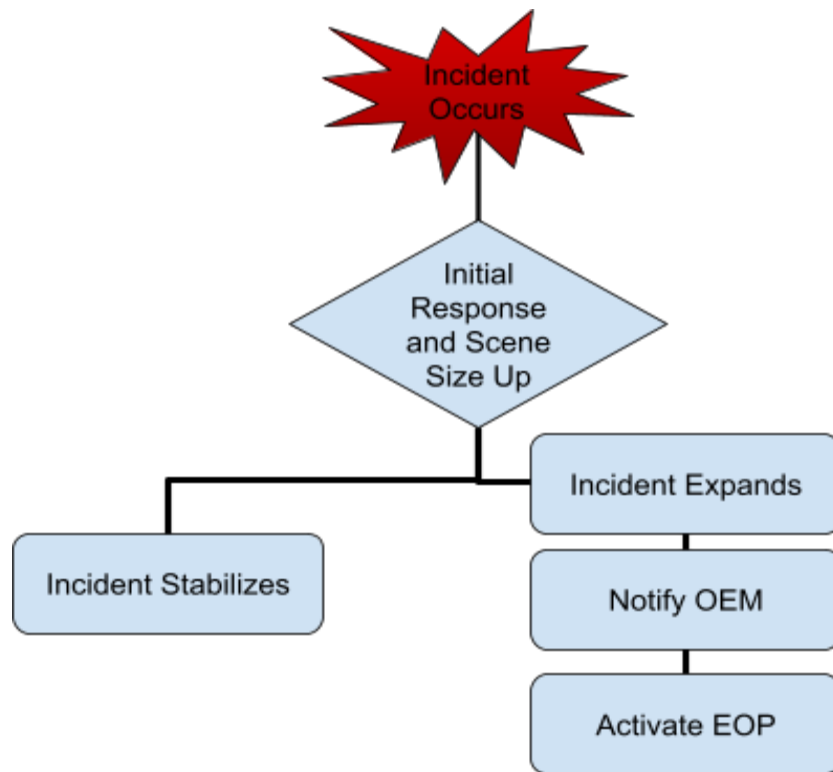
Table 2.0 County emergency system activation level.

Level	Activation Level	Description
3	Normal Operations/ Steady-State	Activities that are normal for the system, when no major incident or specific risk or hazard has been identified or are underway. This includes routine watch, warning, readiness and planning activities.
2	Enhanced Steady State/ Partial Activation	Certain EOC/IMT members and organizations are activated to monitor a credible threat, risk or hazard and/or to support the response to a new and potentially evolving incident.
1	Full Activation	EOC/IMT team is activated, including personnel from all assisting agencies for a major incident or credible threat.

The Office of Emergency Management will be notified according to the following process:

1. **Incident Occurs** and dispatch is notified.
2. **Initial Response:** Appropriate response emergency resources mobilize (e.g., law enforcement, fire, sar, public health, public works).
3. **Complexity Assessment:** The on scene incident command will make an assessment on the complexity of the incident and contact the Emergency Manager if the incident is expanding beyond local resource capabilities. If the incident is expanding, the Emergency Manager conducts a reassessment of the incident complexity assessment.
4. **Activation:** If an incident is expanding from a Type 4 to a Type 3 then the EOP and Functional annexes are activated in accordance with their plans. A team and an Incident Action Plan (IAP) or elements of an IAP may be assembled or requested.

Figure 3.0 The EOP activation process.



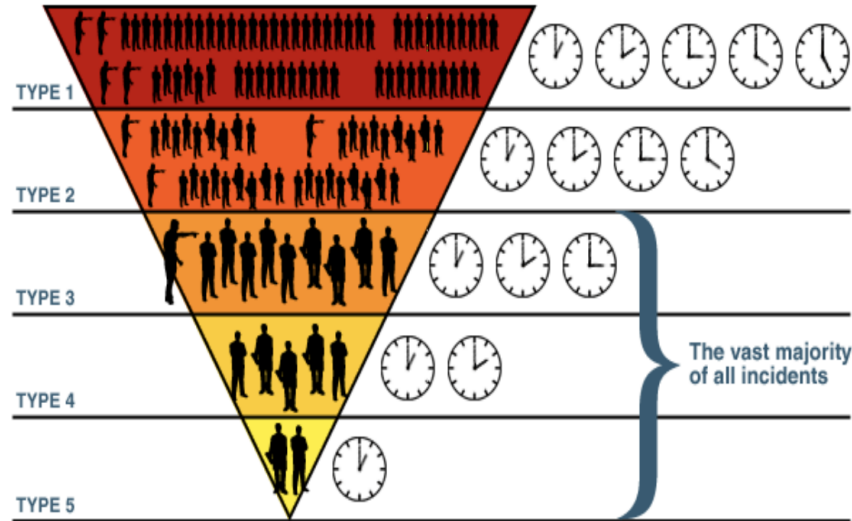
Incident Types

NIMS, ICS, and the NRF describe emergency incident complexity on a spectrum of Type 5 to Type 1 with Type 1 being the most complex. Incident typing enables emergency management personnel to organize an appropriate response by matching resources and capabilities to the complexity of the incident (i.e., Type 1 IMT for a Type 1 incident). San Juan County has been impacted by all incident types.

- Type 1– Most complex, requiring national resources for safe and effective management and operation. A Type 1 response may continue for many weeks or months.
- Type 2 – Incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. Often requires the activation of response resources from outside the local area. The incident is occurring across jurisdictions and requires significant resources.
- Type 3 – Incident needs exceed onsite capabilities and additional resources from the local area may be brought in to support the response. The response will last longer than one or two operational periods or 2 to 3 days. Multiple agencies and stakeholders are involved.
- Type 4 – Minor incident that can usually be resolved within a day with onsite resources and support from other personnel. More than 1 agency responds.

- Type 5 – Small incident that can usually be resolved within a few hours with onsite resources. A single agency responds.

Figure 4.0 A visual depiction of the Incident Types, displaying the amount of personnel and time per type.



Disaster Declaration

Upon activation of the Emergency Operations Plan, the Emergency Manager shall communicate with the County Administrator on declaring a disaster. The Town of Silverton Administrator will also be briefed on the situation. The main purpose of declaring a disaster is to request resources beyond the capability of San Juan County. A disaster declaration is a formal policy process. By doing so, the County gains access to policies, procedures, and agreements that are not necessarily available on a day-to-day basis. If a disaster is occurring, the County Administrator, Emergency Manager, County Attorney and the Board of County Commissioners and the Town Board of Silverton must convene a special meeting and determine if the Disaster Declaration is warranted. The County Sheriff, subject matter experts and information from situation reports may help in the decision.

The Colorado Disaster Emergency Act (C.R.S. 24-33.5-701) provides the legal and procedural framework for preventing, preparing, mitigating, responding, and recovering from disasters in the state of Colorado.

1. The principal executive officer of a political subdivision has the sole authority to declare a local disaster. It shall not be continued or renewed for a period in excess of seven days, except by or with consent of the governing board of the political subdivision. This action will be conducted by the County Administrator and Town Administrator.

2. A disaster declaration shall activate the response and recovery aspects of any and all applicable local emergency plans and to authorize the furnishing of aid and assistance under such plans.
3. A disaster declaration shall be given prompt and general publicity, and shall be filed promptly with the County Clerk and Recorder and the Colorado Division of Homeland Security and Emergency Management (CDHSEM).
4. All disasters are local, meaning they originate within some county or municipal jurisdiction. Elected authorities are ultimately responsible for ensuring the safety and security of their citizens, and thus responding to disasters within their jurisdiction. When the disaster exceeds the capabilities of the local jurisdiction, they may call upon assistance from neighboring jurisdictions through a pre-arranged Mutual Aid Agreement (MAA).

A local disaster declaration is necessary before a jurisdiction may qualify for state emergency aid. If recognized by the Governor, then the combined resources of the state, including the National Guard, may be drawn upon to respond to the disaster. The Governor, in turn, may request additional resources from other states through the Emergency Management Assistance Compact (EMAC). If together these are still insufficient to deal with the disaster, then the Governor may issue a state emergency or disaster declaration requesting federal aid.

Once the disaster is contained and external resources are no longer necessary, a second declaration must be issued terminating the disaster and cancelling any further outside aid. If the disaster requires federal assistance, the State makes a request, via the Governor's directive for a Presidential Disaster Declaration. This process will function as the primary coordination mechanism for requesting federal assistance.

5. Under a Stafford Act major disaster declaration, the local authority having jurisdiction (AHJ) is responsible for all initial payments, and then may submit reimbursement requests for the cost shared amount for eligible expenses. Typically, the federal government takes 75% of eligible expenses, leaving local governments with a cost share of 25% of eligible expenses plus 100% of the ineligible expenses. The state, at the Governor's discretion, may share in the costs as well.
6. To be eligible for assistance under the Stafford Act, local governments must first perform an initial damage assessment to assess the impact of the disaster. This assessment should provide a rough estimate of the extent and location of damages. When the information has been collected, it is provided to the EOC and then

forwarded to the Colorado Division of Homeland Security and Emergency Management (CDHSEM). If warranted, state and federal officials then conduct a joint preliminary damage assessment (PDA) with local officials to further estimate the extent of the disaster and its impact on the community. The Federal Emergency Management Agency (FEMA) uses this information to supplement the Governor's request for federal assistance.

Agreements

Jurisdictions often enter into agreements with other public and private agencies to share resources. Typically, either a Mutual Aid Agreement or other agreement is used to establish terms and conditions related to the resource sharing. Agreements may provide liability protection, establish fiscal provisions, and identify clear processes for assistance during an incident.

1. A Mutual Aid Agreement is a written understanding between emergency management organizations to provide reciprocal emergency management aid and assistance. In an emergency, each signatory is responsible for providing assistance as they are able and in accordance with the signed agreement.
2. The Wildfire Mobilization Plan establishes a process to quickly notify, assemble, and deploy fire and equipment. This plan is outlined in the Annual Operating Plan for Wildfires and is managed by the Colorado Division of Fire Prevention and Control and the Durango Interagency Dispatch Center.

Delegation of Authority

Delegation of Authority is a statement provided to an Incident Commander of an Incident Management Team by the Agency Administrator or designee delegating authority and assigning responsibilities to managing a disaster. The Delegation of Authority should include objectives, priorities, expectations, constraints, cost share arrangements, turn back goals, and other considerations or guidelines as needed. Many agencies or established incident management teams require a written Delegation of Authority to be given to the Incident Commander and Incident Management Team prior to assuming command on larger incidents. In Southwest Colorado, a Type III Incident Management Team is available to manage "all hazards" incidents. Type 1 and 2 are regional and national based Incident Management Teams that handle the most complex disasters. The Jurisdiction Having Authority (JHA) still maintains all legal and political responsibility for the incident. An Agency Administrator is the point of contact to implement the delegation of authority.

Organization and Responsibilities

Each Town of Silverton and San Juan County department has roles and responsibilities in emergency planning and emergency operations. Based on State and Federal standards, these roles and responsibilities are identified as Emergency Support Functions (ESF). Shown in Table 3.0 below are each Emergency Support Function, the lead County department and supporting departments/agencies. Some ESF lead agencies and ESF support may be non-county organizations. The organizational structure can vary depending on the incident and available staffing. San Juan County Departments and Offices are listed below, with their lead ESF, and ESF's the department or office may support (Table 3.0). Also listed are the department's primary roles and responsibilities in emergency operations. In most instances, every County department supports every ESF at some level. In addition, the emergency/disaster may dictate adjustments to ESF Lead and Support. The Emergency Support Functions may be organized in different models based on the incident.

Multi Agency Group and Local Emergency Planning Committee (MAC/LEPC)

Representatives from respective departments and the community participate in the Local Emergency Planning Committee/Multi Agency Coordination System (MAC/LEPC) and serves as a pool of trained personnel that can assist in an emergency. The committee is comprised of stakeholders that provides coordinated input and guidance for the program of the Office of Emergency Management. The following program elements are covered by the LEPC:

- Emergency planning, development and review
- Community Outreach prioritization, activity and review
- Training and Exercise prioritization
- Program review and oversight
- Hazardous Materials program review

The advisory committee shall meet with a frequency determined by the Emergency Manager to provide regular input.

Organizational Structures

Normal operating organizational roles for San Juan County are listed in Figure 5.0. Organizational roles may get shifted and reassigned during an emergency. The following examples show how organizational roles may be organized. In some cases an EOC team and an **Incident Management Team** may operate on the same incident.

Figure 5.0 The normal operating organizational structure of the San Juan County government.

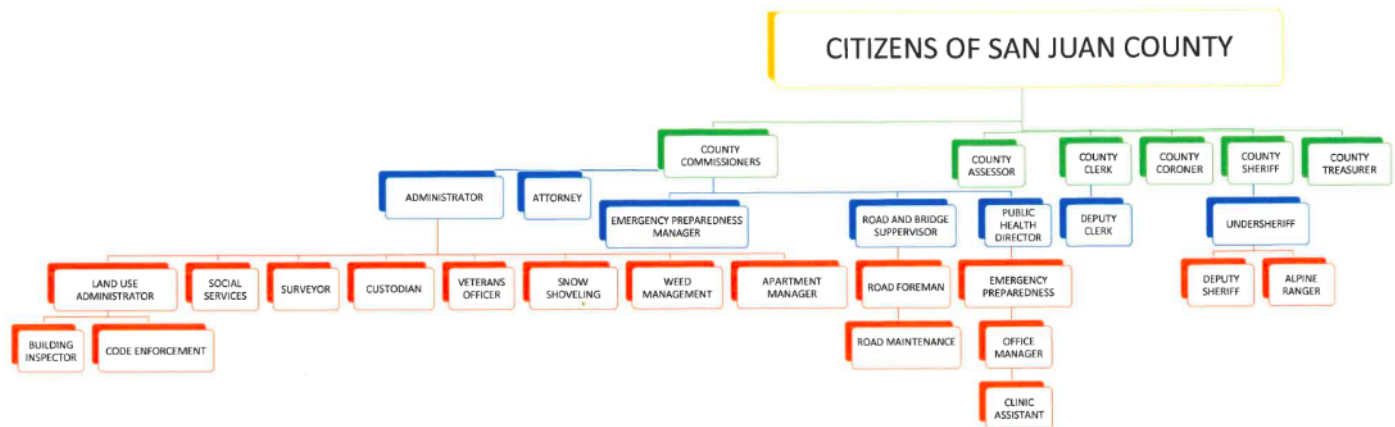


Figure 6.0 Shows an example of an Emergency Operations Center organizational structure. A combination of emergency services personnel, town and county employees and volunteers may fill in the different roles after they have received training. This model is commonly used in conjunction with a stand alone Incident Management Team. Specific duties for positions are described in the ICS Annex.

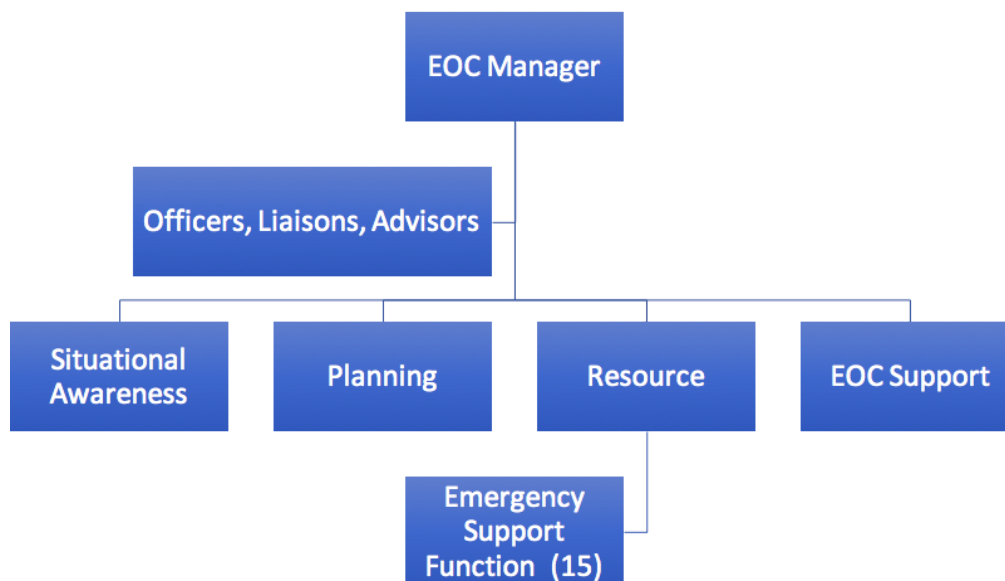


Figure 8.0 shows an example of an Incident Management Team organizational structure. A combination of emergency services personnel, town and county employees and volunteers may fill in the different roles after they have received training. This may also be filled by trained personnel from other jurisdictions through a mutual aid request. This may also be a self contained team (Type III to Type I Incident Management Team) that is requested to manage an incident. In the event that it is an outside team a "Delegation of Authority" must be

provided to the incoming team. Specific duties for positions are described in the ICS annex.

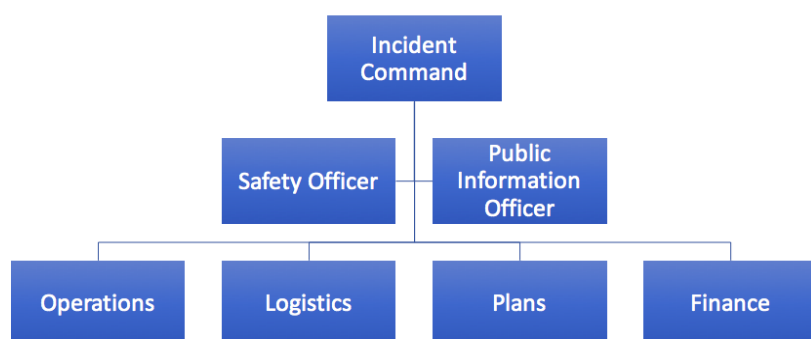
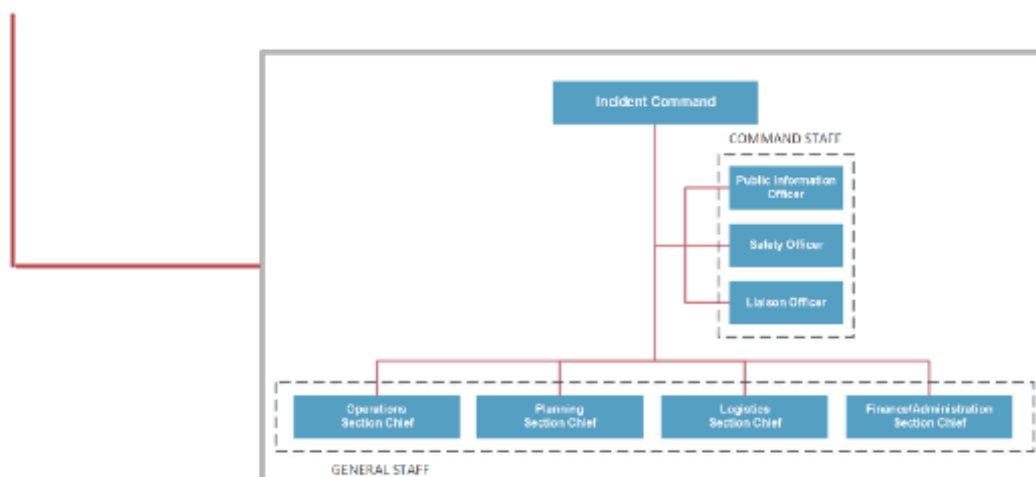


Figure 9.0 shows the organizational relationship between Agency Administrators, Cooperators and the IMT. The IMT gets a delegation of authority to manage the incident and ensures that the Administrators and Cooperators are kept informed and also can provide input on outcomes of the incident actions. The Liaison Officer Manages this process which takes place as a daily meeting with Agency Administrators and Cooperators.

- **Agency Administrator**
- **Cooperators**



Direction, Control, and Coordination

This section gives a general overview on staff roles and responsibilities with regard to direction, control and coordination and jurisdictional notes.

Many of these roles and responsibilities pertain to Continuity of Operations for particular offices and elected officials. It should be noted that a small well trained but “ad hoc” team will be assembled to manage and coordinate the response and recovery to a disaster.

In the event that an Incident Management Team is brought in to manage a disaster, the Emergency Manager functions in the role of liaison with the team and the Town/County Government.

Certain terminology and definitions are used, especially in the wild land fire context and these are listed below.

The Town and County have a unified approach to emergency management and utilize one Emergency Operations Plan. This is defined in the 2021 Intergovernmental Agreement between the Town of Silverton and San Juan County, authorizing the Office of Emergency Management to manage all disasters impacting jurisdictions in San Juan County.

Agency Administrator - The official responsible for administering policy on an area of public, private or tribal land and having full authority for making decisions and providing direction to the incident management organization. The Emergency Manager or designee may play this role. (Figure 9.0)

Cooperating Agency - An agency providing assistance, other than direct tactical support, to support incident management objectives; e.g. American Red Cross, local law enforcement, utilities, supporting federal agencies. If an incident does not have direct impact on the Town/County, then the EM may play the role of “Cooperator” in an incident.

All Town/County Staff are expected to:

Pre-Event

1. Train to appropriate level of the ICS.
2. Understand your Emergency Support Function (ESF) and how it fits with a state or federal counterpart.
3. Understand their organizational/jurisdictional role in a disaster.
4. Maintain a level of situational awareness regarding weather and hazard conditions.
5. Understand the County Continuity of Operations Plans (COOP).
6. Review the San Juan County EOP on an annual basis.
7. Know which office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.

During An Emergency

1. Understand the severity of the situation.

2. Provide assistance beyond normal operating procedures. This may involve participating in the EOC.

Post Emergency

1. Participate in an After Action Review.
2. Participate in recovery planning efforts.

Roles and Responsibilities

The following town and county positions are described with their responsibilities in disaster situations. This list is not comprehensive of all staff that may need to be involved in a disaster situation. The list of duties is an overview and is not meant to be comprehensive of all the duties that may be assigned during a disaster.

The Board of County Commissioners

- a. The Chair of the Board of County Commissioners is the Chief Elected Official.
- b. Upon recommendation by the Emergency Manager and County Administrator, sign a resolution declaring, continuing or terminating a disaster or emergency.
- c. Follow the communication protocol delineated by the Public Information Officer.
- d. Participate in situation briefings and media conferences, as needed.
- e. Perform community outreach measures.
- f. Communicate to constituents.
- g. Inform emergency fiscal decisions.
- h. Be available for emergency commissioner meetings either in person or via a communication tool.

The Board of the Town of Silverton

- a. Upon recommendation by the Emergency Manager and Town Administrator, sign a resolution declaring, continuing or terminating a disaster or emergency.
- b. Follow the communication protocol delineated by the Public Information Officer.
- c. Participate in situation briefings and media conferences, as needed.
- d. Perform community outreach measures.
- e. Communicate to constituents on the situation.
- f. Inform emergency fiscal decisions.
- g. Be available for emergency town board meetings either in person or via a communication tool.

The Office of Emergency Management

- a. Coordinate the County's disaster operations with all pertinent entities including the Town of Silverton.

- b. Provide initial and continuing assessments and reports on the status of the situation (including damage assessments if applicable) to the Sheriff, County Administrator, BOCC and Town Board.
- c. Act as principal advisor to the County Administrator and Board of Commissioners, Town Board before, during and after potential or actual emergency/disaster situations.
- d. Recommend and coordinate a disaster declaration with the County Administrator; BOCC and the Town Board and appropriate local, state or federal agencies.
- e. Negotiate on behalf of San Juan County for the establishment of mutual aid agreements as may be deemed necessary by the Board of County Commissioners and other governmental agencies.
- f. May function as the Incident Command in complex local multi-agency disasters.
- g. May function as the Agency Administrator in coordination with an Incident Management Team.
- h. May function as the role of Cooperator in multijurisdictional incidents.
- i. Activate the EOC and direct its operation.
- j. Coordinate and organize information relevant to the emergency or disaster for the public and media through a designated Public Information Officer.
- k. Resolve policy decisions on matters not addressed by the LEOP.
- l. Maintain an ongoing dialog with the Colorado Department of Homeland Security, Division of Emergency Management (CDHSEM), including situation and damage assessment reports.
- m. Report weather-related damage to the National Weather Service.
- n. Initiate formal requests for outside assistance from other jurisdictions.
- o. Monitor and control expenditures and allocate resources within the structure of the EOC or IMT.

Chair of Board of County Commissioners

- a. Is the Chief elected official for the County .
- b. Authorizes the County Administrator and the Office of Emergency Management to coordinate the response to the disaster.
- c. Acts as the point of communication with the Board of County Commissioners.
- d. Is responsible for the coordination, commitment, and direction of San Juan County government activities in support of emergency or disaster relief efforts.
- e. Issue directives to County departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers as needed.
- f. Act as intergovernmental liaison, thereby ensuring cooperation with outside agencies and jurisdictions.
- g. Engage legal services, or establish a legal team, to address legal concerns or issues.
- h. Provide information to the public and to the media through the Public Information Officer.
- i. Provide support for, and direct other department heads to support the Office of Emergency Management.

- j. Authorize the procurement of vital supplies, equipment, and services needed for the protection of life and property.

County Administrator

- a. Initiate declaration of disaster or emergency.
- b. Be responsible for the coordination, commitment, and direction of San Juan County government activities in support of emergency or disaster relief efforts.
- c. Participates on the Local Incident Management Team in the Policy Group.
- d. Issue directives to County departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers as needed.
- e. Act as intergovernmental liaison, thereby ensuring cooperation with outside agencies and jurisdictions.
- f. Engage legal services, or establish a legal team, to address legal concerns or issues.
- g. Provide information to the public and to the media through the Public Information Officer.
- h. Provide support for, and direct other department heads to support the Office of Emergency Management.
- i. Authorize the procurement of vital supplies, equipment, and services needed for the protection of life and property.
- j. Functions as the Human Resources Director for the County.
- k. Functions as the Finance Director for the County.

Finance Director

- a. The County Administrator is the designated Finance Director.
- b. The Town Administrator works with the County Administrator on the Finance Function.
- c. The Finance Director is responsible for all financial management functions during a disaster.
- d. Track costs, analyze cost data, make estimates, and recommend cost-saving measures. They ensure that equipment and personnel for which payment is expected are properly.
- e. Identify, obtain and record cost data, and analyze and prepare estimates of incident costs.
- f. Manages all financial matters pertaining to leases and vendor contracts.
- g. Manages the daily recording of incident personnel and equipment time in accordance with the policies of the County and the Town.

Human Resources Director

- a. The County Administrator functions as the Human Resources Director.

- b. The Town Administrator works in conjunction with the County Administrator on this role.
- c. Ensure adequate timesheets are kept and recorded for all Volunteers from the start of the incident;
- d. Ensure adequate timesheets are kept and recorded for all County Employees from the start of the incident;
- e. Prepare medical care compensation information for injured County employees through Worker's Compensation Plans;
- f. Assist the County in returning to its normal productivity, while also ensuring that the reputation of the organization is kept intact;
- g. Assist in developing, maintaining, updating, and implementing the Continuity of Operations Plan (COOP);
- h. In the case of displacement from the San Juan County Courthouse, the San Juan County Human Resources will work from the San Juan County EOC (or other location as directed) and will need computers, telecommunications and internet access

County Attorney

- a. Function as principal legal advisor to county officials before, during and after disaster/emergency incidents, and on policy and documentation matters associated with the emergency/disaster.
- b. Draft and/or review emergency contracts, resolutions, proclamations memoranda of understanding, intergovernmental agreements, and other legal documents to provide effective authority in the county for timely emergency response.
- c. Provide interpretation of laws and regulations issued by Federal and State governments.
- d. Provide legal support for the County Commissioners, County Administrator and the Emergency Manager.

Sheriff

- a. Establish and maintain law and order within the County.
- b. Work with the Emergency Manager providing direction and resources to respond to disasters/emergencies.
- c. Coordinate communications and oversee communications staff to support emergency operations.
- d. Initiate and be primarily responsible for evacuations of persons who are or may be threatened by an imminent disaster, and reporting such evacuations to the Office of Emergency Management for coordination of support functions.
- e. Establish and implement, when appropriate, traffic control plans (including evacuation routes) as required by each type of recognized hazard threat.
- f. Provide security for emergency centers (i.e. EOC, temporary morgues), evacuated areas, shelters accommodating evacuees, and disaster-impacted areas.

- g. Recommend to the Board of County Commissioners the imposition of a fire ban. The sheriff will be responsible for enforcing this ban.
- h. The Sheriff functions as Designated Emergency Response Authority (DERA) for hazardous materials incidents with San Juan County.

The County Road and Bridge Department

- a. Conduct regularly assigned duties, maintaining routes, facilities in operational mode.
- b. Provide materials, equipment, and/or personnel for the emergency maintenance and/or restoration of basic services to the public.
- c. Restore damaged roads, bridges, and other related infrastructure.
- d. Report infrastructure damage to the EOC.
- e. Provide for transportation services in support of emergency response and recovery efforts (i.e., movement of county personnel, equipment and supplies to designated staging areas).
- f. Conduct debris removal, clearance of public right-of-ways, and planning for road/route recovery operations, with priority assigned to critical emergency service corridors, including snow removal.
- g. Provide initial damage assessment information to the EOC; relevant to road damage, county equipment, and hazardous conditions.
- h. Assist in evaluating County road conditions and damage during large-scale emergencies, including prioritization for restoration.
- i. Participate with representatives of other County departments on the damage assessment team and on local and/or state damage survey field teams as needed.
- j. Develop plans, policies and procedures for the central control and repair of all transportation assets for maximum emergency utilization of all county vehicles, heavy equipment, supplies and assigned county personnel. Privately owned resources and facilities may be included as authorized by the Board of County Commissioners in accordance with the state of emergency.
- k. Provide support to first responders by conducting traffic control measures such as barricades and flares, including establishment of emergency traffic routes and identification and marking of dangerous areas in coordination with the Sheriff's Department. If road closures are necessary, communicate them to the EOC.

Town Administrator

- a. Initiate declaration of disaster or emergency for the Town of Silverton, based on guidance from the Office of Emergency Management.
- b. Functions as the main contact for the Office of Emergency Management.
- c. Participates on the Local Incident Management Team in the Policy Group.
- d. Function as the main contact for the Town Board.
- e. Coordinates Town legal resources.
- f. Be responsible for the coordination, commitment, and direction of Town of Silverton government activities in support of emergency or disaster relief efforts.

- g. Issue directives to Town departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers as needed.
- h. Act as intergovernmental liaison, thereby ensuring cooperation with outside agencies and jurisdictions.
- i. Engage legal services, or establish a legal team, to address legal concerns or issues.
- j. Provide information to the public and to the media through the Public Information Officer.
- k. Provide support for, and direct other department heads to support the Office of Emergency Management.
- l. Authorize the procurement of vital supplies, equipment, and services needed for the protection of life and property.
- m. Manages financial expenditures that impact the town.
- n. Works in conjunction with the County Administrator on Finance, HR and Administration.

Silverton Public Works Department

- a. Maintains normal operation of water and sewer systems.
- b. Communicate the status of the water and sewer systems to the OEM.
- c. Assists in facilities protection and emergency repairs to town public buildings, roads, utilities, and other essential facilities.
- d. Report damages(s) to public property, water and sewer operations to the OEM.
- e. Assist in emergency traffic control by providing barricades, cones and marking of traffic routes and dangerous areas in cooperation with the Sheriff's Department.
- f. Supervises and/or coordinates infrastructure repairs in Silverton.
- g. Removes debris from public streets and other public property. On a priority basis, maintains all town streets and alleys in a manner such that they are open and passable for all emergency vehicles.

The County Clerk

- a. Maintain copies of official documents (i.e., proclamations, emergency/disaster declarations) generated through the EOC or other sources.
- b. Provide for the preservation and safeguard of the vital records maintained by the Clerk's Office. These records include: loan transactions on vehicles, documents affecting real property, Board of County Commissioners records, marriage licenses, and election and voter records.
- c. May assist in determining household occupancy through voter or motor vehicle registration records.
- d. Will provide deputized staff to witness and record the EOC or BOCC meetings.
- e. County Clerk may swear in other elected officials by conducting an oath of office.

The County Coroner

- a. Establish and maintain a system for body identification and disposition and initiate action to acquire expanded mortuary services as required.

- b. Establish a procedure for releasing the names of verified deaths during a disaster emergency situation.
- c. Respond to the scene when required for investigation, documentation and consolation and whenever possible for multi-fatality incidents or requested by the Sheriff's Department.
- d. Communicate situational status with the Emergency Manager and the EOC.
- e. Maintain and implement the San Juan County Coroner's Office Mass Fatality Incident Plan.
- f. Develop and maintain relevant Standard Operating Procedures (SOPs) related to Mass Fatality Plan.
- g. In conjunction with other health officials, develop and implement procedures for the safe handling of those persons who have or may have died of an infectious or contagious disease.

The County Assessor

- a. Act as the lead department in the assessment of damage to private property resulting from the disaster, including working with Town and County officials.
- b. Provide for training and staffing damage assessment teams.
- c. Lead on Geographic Information Systems (GIS) to map affected areas.
- d. Functions as IT Lead and support and Liaison with IT Contractor.
- e. Coordinate with GIS to use aerial photography and mapping capabilities to locate and assess affected properties.
- f. Adjust property values based on damage assessment and update records accordingly.
- g. In the case of displacement from the Assessor's Office, the Assessor's Office personnel will operate from the Road and Bridge facility and will need computers, internet, telecommunications, scanners, and access to their servers.
- h. State law permits a temporary facility to be established within the city of Dove Creek (the county seat) for the San Juan County

GIS Department

- a. The County Assessor acts as the lead on the Geographic Information Systems.
- b. Provide situational and incident maps to the IC or Emergency Management or response workers as needed;
- c. These maps may include, but are not limited to, available data showing approximate property boundaries, approximate structure locations, property ownership, other pertinent property data maintained by the San Juan County Assessor's Office,
- d. geographic features, USGS topography or other utilized data or data collected by operations personnel;
- e. Assist with Emergency Operations as needed;
- f. Development and maintenance of standard operating procedures (SOP's);

- g. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

Information Technology Department

- h. The County Assessor acts as the lead on the Information Technology Systems.
- i. Assist with Emergency Operations as needed;
- j. Provides support on hardware and software systems used by the County.
- k. Maintains data back ups and archiving data systems.

The County Treasurer

- a. Establish and maintain a financial record keeping system to accurately track expenses involving manpower, equipment, supplies, and other miscellaneous items while a declared disaster or emergency is in progress.
- b. Select, or appoint a suitable person to be the Finance Section Chief. The responsibility of the Finance Section Chief will be to document and keep accurate records of expenditures, and commitments to spend, while the event is taking place.
- c. Keep the BOCC informed as to amounts expended and anticipated expenditures.
- d. Prepare a final report of all expenditures for presentation to the BOCC.
- e. San Juan County maintains an unassigned fund balance of 25% in its General Fund, and maintains an emergency reserve in an amount equal to at least 3% of fiscal year spending in accordance with Article X, Section 20 of the Colorado Constitution.

Town/County Planner

- a. Provide staffing to be assigned by the Emergency Manager to assist in emergency response or by the County Administrator to assist in maintaining continuity of Town and County governmental services during a disaster or emergency.
- b. Record significant population concentrations within the county.
- c. Provide staffing to the Damage Assessment team, if requested.
- d. Support in GIS.

Town/County Code Enforcement Officer

- e. Provide staffing to be assigned by the Emergency Manager to assist in emergency response or by the County Administrator to assist in maintaining continuity of Town and County governmental services during a disaster or emergency.
- f. Monitor code violations
- g. Provide staffing to the Damage Assessment team, if requested.

Silverton-San Juan Fire and Rescue Authority

- a. The Fire Chief is the principle contact for the SSJFRA.

- b. Conduct regularly assigned functions regarding fire protection and control activities within San Juan County. Perform assistance/support roles as outlined in established mutual aid agreements. Assist emergency management and law enforcement in warning the public of impending danger and, as necessary, assist in the evacuation of potential danger areas.
- c. Extricate trapped victims.
- d. Identify requirements for debris clearance, if required.
- e. Provide security in evacuated areas, as requested by law enforcement.
- f. Assist in rescue operations.
- g. Be prepared to receive and utilize additional resources for outside the County, as the situation and support needs dictate, as determined by the Incident Commander (IC) and EOC.
- h. Work with law enforcement to conduct evacuations as needed.

Silverton Medical Rescue

- a. Conduct regularly assigned functions regarding delivery of pre-hospital emergency medical services.
- b. Coordinate ambulance service to areas where such medical assistance is required. Be prepared to receive and utilize additional resources from outside the County, as the situation and support needs dictate, as determined by the IMT or EOC.
- c. Will advise or consult with the San Juan County Public Health Department when multiple cases of illness exhibit similar symptoms or when patients exhibit symptoms suspected of being related to an infectious disease.
- d. Coordinate on-scene mass casualty treatment and transport to medical treatment facilities.

San Juan County Search and Rescue

- a. Conduct regularly assigned functions regarding search and rescue functions.
- b. Coordinate and perform search and rescue missions as directed by the sheriff.
- c. Provide personnel to assist with disaster management operations.
- d. Be prepared to receive and utilize additional resources from outside the County, as the situation and support needs dictate, as determined by the IMT or EOC.
- e. Assist other responders to safely access and exit a scene.

The Silverton School District Superintendent

- a. Provide for the safety of students and staff.
- b. Provide school bus support for evacuation and other lifesaving purposes, as requested.
- c. Coordinate with designated shelter management personnel when use of the schools is directed for emergency care requirements (i.e., feeding and/or sheltering).
- d. Maintain an up-to-date Memorandum of Understanding (MOU) for use of school district facilities by emergency personnel.

San Juan County Public Health Department

- a. Advise the County Administrator and Emergency Manager on potential, pending and imminent public health disaster situations.
- b. Cross reference the Public Health Emergency Operations Plan (PHEOP).
- c. Provide 24/7 environmental health services such as: inspection of food supplies and restaurants, water testing, zoonotic investigations, and identification of any other unsanitary conditions that present health hazards to the general public.
- d. Provide guidance on disposal of contaminated or spoiled foods and animal carcasses, protection of food supplies or drinking water, and other potentially hazardous conditions.
- e. Provide epidemiologic services such as disease surveillance, patient tracking and public information.
- f. Provide technical support, to include prophylaxes or vaccination for the prevention of disease.
- g. Develop and maintain a Strategic National Stockpile plan, including receipt, storage and distribution of medical supplies from this federal asset.

County Social Services

- a. Establish and manage emergency shelters and/or feeding facilities with the assistance of the Social Services Director and other agencies.
- b. Coordinate Volunteer Organizations, (i.e. the American Red Cross, Salvation Army)
- c. Provide temporary and immediate housing for displaced disaster victims.
- d. Assist incident victims with immediate emergency needs (i.e., food, water, shelter, clothing, personal articles, physical and mental health counseling, and referrals).
- e. Provide food, beverages, and other assistance to emergency response personnel and emergency relief workers.
- f. Assist with the management of donated goods, including cash, food, cleaning supplies, blankets, building materials, tools, work gloves, toiletries, and personal items, etc.
- g. Maintain database of volunteers within their organizations.

Other Agencies and Partners

- a. Mental health agencies will provide services to support mental health with responder, affected populations, and the community at large.
- b. Religious and counseling activities as suitable to displaced persons and others impacted by the disaster/emergency situation. Religious organizations may also provide services under volunteer organizations.
- c. Public utilities, in time of emergency or disaster, shall expedite restoration of public facilities and utilities with priorities dictated by the EOC.
- d. Hospital Partners: Mercy Medical Center in Durango CO and Montrose Memorial Hospital in Montrose CO are the 2 closest out of county hospital facilities used by the San Juan County community. The hospital partners maintain situational awareness with regards to medical surges and the potential increased use of

hospital facilities by San Juan County. The EMS Director manages the contact in coordination with the Public Health Director.

- e. Amateur Radio Operators may provide emergency communications support.
- f. Animal Control will establish measures for animal control including: the coordination of animal relief measures, animal care, animal evacuations, and animal identification and tracking. Also will assist in care for animals of displaced persons in shelter facilities. Coordinating activities with any animal response teams.

Emergency Support Functions

The concept that each agency has an Emergency Support Function is defined in the National Response Framework. The following is a summary of the Emergency Support Functions (ESF) for San Juan County. Each "ESF" has an analog at the local, state and federal jurisdictional level. Below is a chart of ESF Primary Agency ESF Support Agency for San Juan County.

SAN JUAN COUNTY EMERGENCY SUPPORT FUNCTION MATRIX															
Emergency Support Function	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Administrator (+Finance)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Assessor (GIS, IT support)			S		S						S			S	
Attorney	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Board of County Commissioners	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Clerk and Recorder		S					S							S	S
Coroner					S	S	S	S	S				S	S	
Dispatch	S	P	S	S	S				S	S			S		
Emergency Management	S	P	S	S	P	S	P	S	S	S	S	S	S	S	P
Information Technology	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Human Resources	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Public Health					S	S	S	P	S	S	P		S	S	S
Road and Bridge (Public Works)	P		P	S	S	S	S	S	S	S		P	S	S	
Code Enforcement														S	
Sheriff (D.E.R.A., Wildland)	S	S	S	P		S	S	S	P	P	S	S	P	S	S
Social Services					S	P	S	S						S	
Treasurer	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Non-County Department/Agencies Upon Request of County Lead															
Fire Districts	S	S	S	P	S	S	S	S	S	S	S	S	S	S	S
Emergency Medical Services	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Silverton Medical Clinic	S	S	S	S	S		S	S	S	S			S	S	S
San Juan County School District	S	S			S	S	S							S	
Public Utilities	S					S	S							S	S
Private Business Sector							S								
State and Federal Agencies	S	S			S	S	S				S	S	S	S	

Refer to the [National Response Framework](#) for detailed descriptions of ESF's. This table is intended to point San Juan County agencies to the correct ESF responsibility. S= SUPPORTING DEPARTMENT/AGENCY P= ESF LEAD DEPARTMENT/AGENCY.

Information Collection, Analysis, and Dissemination

During a disaster situational Information is very important to the public, staff and policy makers. As a disaster evolves, information will be collected from a variety of sources. As an incident expands a dedicated Section or Unit will be charged with collecting and reporting incident situational awareness data. Public messaging will go through the designated Public Information Officer (PIO). The PIO will ensure that all information about an incident is verified prior to release.

The following lists a few examples of potential sources of operational information:

- On-scene responders
- Incident Command System form 214- Activity Logs
- Situation status reports
- Incident briefings
- Department briefings
- Public agencies and non-governmental organization partners
- Radio, and print media, social media
- Victims of the emergency or the general public
- Subject matter experts

Analyze Information

After information has been collected, it must be analyzed to determine its operational relevance. Incident personnel will analyze information that is received and prepare situation status reports for staff and policy makers.

Media Monitoring and Rumor Control

During an emergency, the potential for dissemination of false or misleading information is high. This can lead to operational difficulties for responders and confusion among the public. Misleading information can be produced from several sources including television, radio, print, and especially social media. Accordingly, emergency management will establish a media monitoring and rumor control team. Media monitoring will be coordinated by the Public Information Officer.

Dissemination

Message dissemination is categorized into internal messaging and public messaging. Internal messaging refers to messages crafted for responders and partners, while public messaging refers to messages crafted for public dissemination.

Internal Messaging

The Public Information team will assist in conveying information as necessary to the Policy Group. Additionally, the Planning Section will maintain and update a situation status report which will contain critical information and intelligence updates for responders and partners. This will occur at the Emergency Operations Center. Other methods of internal information dissemination include written messages via ICS General Message Form 213, emails and text messaging. All efforts will be made to capture incident communication for documentation purposes.

Public Messaging

Various methods of public information dissemination are available. The decision to use a particular medium will be based on the urgency of information and the intended audience. Some methods of distribution include:

- Press releases
- Press conferences
- Website updates
- Print, radio, or televised announcements
- Social media updates

To ensure a centralized, consistent and accurate voice representing the county, all public information releases will be coordinated through the Public Information Officer. If the incident expands a Joint Information System (JIS) may be created where multiple public information officers develop a coordinated information clearinghouse.

Communications

Procedures and protocols for communicating during an emergency will follow the guidelines set forth in NIMS and ICS. All communication pathways will be resilient, interoperable, and redundant.

Communication is divided into two categories: tactical or “on-scene” communication and strategic communication. In tactical communication, responders communicate within a particular command element on activities necessary for carrying out operational objectives. Strategic communication reaches across ICS organizational elements and conveys situational awareness, resources requests, and other response-related information.

Tactical communication

Tactical communication modalities will be assigned by each agency/department involved in an incident. Personnel will receive pre-event or just-in-time training on the use of communication equipment and proper communication protocols.

Strategic communication

Strategic communication will use landline and cellular phone as the primary method of communication. Radio, email, and other web-based communications will be used in the event that primary methods of communication are unusable. All communicative devices used in emergency operations will be identified in an Incident Action Plan.

Administration, Finance, and Logistics

Administration and Finance operations will be established when the EOP is activated. Time and resource requests will be logged using the appropriate ICS forms. Volunteers and temporary hires will follow County personnel policies.

The following information will be tracked:

- the acquisition of resources, personnel time, vendor contracts, and costs associated with used, borrowed, or damaged equipment.
- Resources are inclusive of personnel teams, facilities, equipment, and supplies. Resources can be supplemented by procurement, mutual aid, volunteer and donation management, and personnel reassignment.

Administration and Finance operations are critical to ensure costs are reconciled with funding sources. This is accomplished by tracking four main categories of expenses:

1. Compensation/Claims: financial concerns resulting from damage to property, injuries, or fatalities at the incident.
2. Cost: tracking and analyzing cost data, making estimates, and recommending cost saving measures.
3. Procurement: financial matters concerning vendors contracts.
4. Time: recording time for incident personnel and hired equipment.

Mutual Aid Agreements

San Juan County utilizes various partnerships and agreements to provide the required resource in the most efficient manner possible. Mutual aid agreements are in the form of both verbal and written agreements with local and regional jurisdictions.

Local Agreements

1. **Hazardous Material Response.** Agreements with Colorado State Patrol to provide hazardous material response capability to San Juan County and municipalities within San Juan County.
2. **Wildland Fire Suppression with Fire Protection Districts.** Agreement between San Juan County and Durango Fire Protection Districts (DFPD) to provide suppression on wildfires that occur within San Juan County up to Coalbank Pass, This includes outside DFPD's boundaries, with specified costs that are reimbursable by the county.
3. Colorado Emergency Fire Fund (EFF). Wildland fire suppression capability provided by the State of Colorado.
4. Wildland Fire **Operating Plan** (OP). Specifies how different agencies, to include county, state, and federal departments, will conduct wildland fire suppression operations within San Juan County.
5. Southwest Area Mutual Aid. Currently mutual aid agreement between fire chiefs in the region to provide fire suppression as needed.
6. Emergency Shelters. Agreements (pending) between facilities capable of providing shelters and Red Cross, coordinated by San Juan County OEM.
7. Mutual aid between bordering Counties. Emergency Managers bordering San Juan County have a general verbal agreement to provide support for up to 48 hours between Ouray, La Plata, San Miguel, Hinsdale, Dolores Counties.

Plan Maintenance, Training and Exercises

Authority for maintenance and regular updates of this plan rests with the Emergency Manager and the San Juan County Office of Emergency Management. The Office of Emergency Management may conduct exercises and training sessions to ensure that all departments and offices with assigned responsibilities understand provisions of the plan. Departments, offices and other organizations with authorities identified in the plan are encouraged to conduct their own exercises and training sessions. Staff participation in periodic exercises provides the best opportunities for refining plans and procedures in preparation for actual disaster and emergency events. The Emergency Manager will coordinate multi-agency and multi-jurisdictional exercises.

CHECKLIST FOR PLAN MAINTENANCE, TRAINING AND EXERCISES

- ☐ Ensure that ICS policies and procedures are communicated to all agencies that may become involved in emergency response operations.
- ☐ Provide ICS and EOC training and exercise opportunities to all agencies and offices with emergency management responsibilities.
- ☐ Encourage all agencies with emergency responsibilities to develop and maintain current internal procedures for carrying out assigned functions, where appropriate.
- ☐ Conduct multi agency and multi jurisdictional exercises to improve coordination and reduce overall training costs.
- ☐ Establish procedures for distributing plan revisions to all agencies with assigned responsibilities.

PART II: Functional and Support Annexes

The Base Plan provides a broad, overarching framework relevant to emergency planning as a whole for San Juan County. Annexes are covered under the Base Plan. The annexes focus on specific responsibilities, tasks, and operational actions that pertain to the performance of a particular emergency operations function. These annexes also establish preparedness targets (e.g., training, exercises, equipment checks and maintenance) that facilitate achieving function-related goals and objectives during emergencies and disasters. Certain annexes may be retired or expired when deemed appropriate. Annexes can have their own adoption, review and promulgation schedules. A crosswalk is conducted on any new annex plan development in order to eliminate redundancy between “Annex Plans” and other relevant plans in the County.

Functional Annex Plans

- ICS and EOC Operations with list of ESF’s
- [Emergency Alert and Warning](#)
- Mass care and Evacuation
- [Resource management](#)
- Training and Exercise
- Hazards and Hazards Vulnerability Analysis
- Wildfire Hazards Analysis
- Damage Assessment

- Debris Management
- Mutual Aid Agreement List (in progress)

Support Annex Plans

- Public Health Emergency Operations Plan (and associated Public Health Plan Annexes)
- [Avalanche Safety Plan](#)
- Event Plans (HR 100, IHBC, 4th of July)
- Continuity of Operations/Continuity of Government Plan
- Animas River Alert And Notification Plan
- DSNRR Passenger Train Emergency Preparedness Plan
- EPA Emergency Action Plan
- SW RETAC Mass Casualty Plan
- [Community Wildfire Protection Plan](#)
- Storm Ready Plan (with National Weather Service)
- [Wildland Fire County Operating Plan \(OP\)](#)
- Historical Disasters of San Juan County
- [Local Government Guide to Recovery 2017](#)



BOARD PACKET MEMO

SUBJECT: Lead and Copper Compliance/Utility Discount for Self-Survey
MEETING DATE: July 8, 2024
STAFF CONTACT: Stephen Mead, John Sites

Overview:

Rules and regulations for the Silverton water system, and all systems across America, will require verification of the material of the service line entering homes. This information is needed to ensure the safety of drinking water, and data will be submitted to the State Health Department (CDPHE) in October 2024. We are proposing to offer a discount for those that self-inventory by August 15th. We are open to your suggestion for a dollar amount. At the utility committee meeting, discounts of \$10 and \$20 were discussed. Customer self-certification is an acceptable method of survey by the Health Department. The self-survey can be performed by the tenant in a property owner / tenant arrangement. It is the responsibility of the property owner and tenant to sort out the discount as it will be applied to the bill for the service address. The discount will be delivered through a reduction on the utility bill that will be sent out at the beginning of September.

Project Scope:

An effort to survey the entire town needs to be made. This will be done by staff contacting customers and accessing crawl spaces or by residents physically surveying service lines.

A customer letter is attached to this Memo for consideration of delivery with the next water bill. Customers will receive instructions on how to self-verify their service line materials and how to submit the information at Town Hall or through a QR code.

Budget:

The time required for town staff to coordinate with property owners, and the time staff spends accessing the crawl space to inventory the service line material justifies the one-time discount. If half of the 594 customers self-survey at \$10 it would total \$2,970, at \$20 it is \$5940.

Master Plan:

Continue to invest in Infrastructure.

Suggested Motion or Direction:

Motion to allow for a one-time discount towards individual water bills as a reward for a customer self-survey of service line material by August 15th.

Please Read Important Information About Your Water System and How You Can Help Ensure the Safety of Your Drinking Water and Keep the Water System Serving You in Compliance

Rules and regulations for the Silverton water system, and all systems across America, will require verification of the material of the service line entering your house. This information is needed to ensure the safety of your drinking water and data will be submitted to the State Health Department (CDPHE) in October 2024 to keep your water system in compliance with the Lead and Copper Service Line Inventory Rule. Customers may schedule with town employees to inspect the service line in your crawl space, or you can do this on your own by filling out a customer survey using the QR code below or picking up a hard copy at town hall which will have instructions for completing the service line material verification. Self-inventories completed by August 15th will be discounted \$20 towards the water bill. The self-survey can be performed by the tenant in a property owner / tenant arrangement. It is the responsibility of the property owner and tenant to sort out the discount as it will be applied to the bill for the service address. To schedule an inspection with a Town employee, call 970.708.1851. Customers whose service line material is inspected by a Town employee will not receive the discount. The town of Silverton would like to thank you in advance for your flexibility and cooperation.





AGENDA MEMO

SUBJECT: ADA Digital Accessibility Plan
STAFF CONTACT: Gloria Kaasch-Buerger
MEETING DATE: July 8, 2024

Overview:

[CRS 24-24-802](#) New law requires the following from Local Governments to become compliant with their accessibility requirements:

11.2 Purpose

Define the technology accessibility standards and compliance parameters, as directed by HB 21-1110, Colorado Laws for Persons with Disabilities, and SB 23-244, Technology Accessibility Cleanup

11.2 Scope

Includes both internal and external facing information technology

11.3 Applicability

The rules apply to any Colorado state government

The standards established also apply to public entities in Colorado, which includes local governments and any department, agency, special district, or other instrumentality of a local government

Information technology in current active use, and newly created or acquired as of July 1, 2024, and pre-existing technologies not in active use when they're requested or altered

The Town uses Civic Plus as a platform for our Municode and they offer a product called Monsido. Currently we are using Monsido to identify and address accessibility issues on our website.

In order to be in compliance with the state regulations the town staff will:

1. Make a plan for accommodations or modifications (presented in the plan tonight)
2. Post a statement describing how to request accommodations or modification (upon adoption, this will be published on our website)
3. Make a plan to address accessibility (presented tonight)
4. Focus on current and future technology
5. For the issues that we can't address in the near future, document the undue burden that we are facing to get it all right now
6. Follow the plan and keep it updated.

Budget

Monsido costs \$4,000/year. The town will use it for the first year to organize and assess our website, then we will reassess. This will be taken out for the General Government Operations Professional Services- IT 10-41940-340

Master Plan:

State mandated

Attachments:

Digital Accessibility Plan

Motion or Direction:

Motion to adopt the Town of Silverton ADA Digital Accessibility Plan.



Town of Silverton ADA Digital Accessibility Plan

The Town of Silverton values full inclusion and access for all facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services.

The goal of this plan is digital content that reasonably enables an individual with a disability to access the same information, engage in the same interactions, and enjoy the same services offered to other individuals, with the same privacy, independence, and ease of use as exists for individuals without a disability. This includes all information and communication technology (ICT). ICT is defined as information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content.

Accessibility is one of the most important parts of creating web services. When you improve the online experience for people with disabilities, you improve usability for all. In addition, you enhance trust in government, drive innovation, and extend service reach. The quality of accessible content you create and share is the difference between a colleague or community member's success and failure in their ability to accomplish a goal or receive essential services.

The Town has established an ADA Compliance Team consisting of the the Town Administrator, Town Clerk, and Deputy Clerk. This group will meet as frequently as necessary to track progress, review updates from the State of Colorado Office of Information Technology and make recommendations for improvement. Questions or problems should be directed to Val Coniff deputyclerk@silverton.co.us or call or text 970-903-3328.

Background Information

Title II of the Americans with Disabilities Act (ADA) established that local governments are prohibited from discriminating against individuals on the basis of a disability in spaces of public accommodation. The Department of Justice (DOJ) has interpreted this to include online technology.

Colorado House Bill 21-1110 (HB 21-1110) requires local governments to meet full digital accessibility by July 1, 2024. Colorado House Bill 24-1454 (HB24-1454) establishes a one- year grace period that extends the current deadline for full compliance to July 1, 2025, under specific conditions. Public entities and state agencies must make a good faith effort toward compliance and create a progress-to-date report with quarterly updates. We have posted a spreadsheet detailing our conformance status.

Section 508 Compliance

The Town of Silverton recognizes the importance of ensuring that its digital platforms are accessible to all users, including those with disabilities. To this end, we are committed to complying with Section 508 of the Rehabilitation Act, which mandates that all electronic and information technology developed, procured, maintained, or used by the federal government be accessible to people with disabilities.

How is Silverton Improving Digital Accessibility?

The Town of Silverton is dedicated to ensuring digital accessibility for all. TheTown is working toward compliance with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, which set the standard for website accessibility. Our goal is to enable citizens to successfully gather information and conduct business through our digital platforms. We are committed to providing timely responses to

reports of inaccessible digital content or requests for reasonable accommodation or modification.

The Town of Silverton is currently using a number of CivicPlus platforms. This content management system is built to be highly compliant with ADA Section 508 and WGAC 2.1 A and AA levels. CivicPlus is the leading government website provider and leader in accessibility and compliance.

As part of our digital accessibility plan, the Town is focusing on making Town services as inclusive as possible. This includes taking the following steps:

- Designing digital accessibility policies, guidelines and strategies alongside partners with a diverse range of abilities and perspectives.
- Providing easy ways for people to request special accommodations and report any issues.
- Providing ongoing training, support and resources to staff.
- Improving procurement processes and supporting Town employees with procurement guidelines, training and support.
- Third party vendors will be advised that any digital content provided to the Town must be accessible or made available in an alternative format. See Vendor Accessibility Checklist at <https://oit.colorado.gov>.
- Use of Monosido accessibility tools which feature automated remediations and continuous monitoring on the main Town website <https://townofsilverton.colorado.gov/>

Technology Accessibility Statement

The Town of Silverton will provide a timely response to reports of inaccessible ICT or requests for a reasonable accommodation or modification. Our accommodation

statement, which is featured on all of our digital platforms and printed on messaging and agendas, offers multiple methods for individuals to request reasonable accommodations.

Remediation of Existing Content

The Town of Silverton is working on both remediation of existing digital content assuring that new content meets the ADA standards. Our compliance plan aims to specify current issues and seek remediation. A checklist has been created to facilitate this process. This is an evolving document which will allow website visitors to see the action steps being taken as well as track the progress.

Due to funding and staffing limitations, remediating all digital content before the July 2024 deadline would cause an undue burden to the Town of Silverton.

By prioritizing content and providing paths for content to be requested in alternative formats, we ensure equal access to our programs and services. For new content, content creators are responsible for developing and publishing content that meets best practices for digital accessibility.

Town of Silverton ADA Action Plan		
Task	Staff Lead	Status
Formation of ADA Team	Town Administrator/PIO	6/17/24
Monthly Meetings - Until Quarterly	Town Administrator/PIO	continuing
ADA Email Creation	IT	in progress
All Staff Accessibility Training	Deputy Clerk	in progress
Web Content Creation and Formatting Training	Town Administrator	in progress
Social Media Training	Deputy Clerk	in progress
Update Job Descriptions as Needed	Deputy Clerk	in progress
Update Onboarding Training	Town Administrator	in progress
"Cheat Sheet" - Front Line Staff	PIO	in progress
"Newsletter ADA Updates"	PIO	scheduled
Update Board Agendas with Verbiage	Deputy Clerk	7/22/24
Audit Images, Content Headings, and PDFs on the Website	Monsido	in progress
Review Website for Forms Not Used	Monsido	in progress
Accommodation Statement	Town Administrator/Attorney /PIO	7/8/24
Prioritize PDF to be transitioned to Form Center or HTML/webpage	Multimedia/Department Heads	in progress
Update Website with ADA Verbiage	Deputy Clerk	in progress
Creation of Best Practices For Content	Monsido	in progress
Creation of Digital Accessibility Plan	Town Administrator	in progress
Boilerplate language for Bidding	Deputy Clerk, Attorney	in progress
Updates to Purchasing Policy	Town Administrator	in progress
Vendor Letter - Compliance	Deputy Clerk	in progress
Continue Working With Firm for PDF Response	Town Administrator	in progress
Kendall and Molas Website	Facilities and Events Coordinator	in progress
Public Outreach	Town Administrator/PIO	in progress
Creation of How-To and Accessible Docs.	Deputy Clerk	in progress
Form Center	Department heads/IT	in progress
Creation of button for front page of website linking to policy	Deputy Clerk/Monsido	in progress
Ensure policy is on all social media pages	Town Administrator	in progress
Monsido Audit Reports	Deputy Clerk	in progress
Obtain software for pdf compliance/remediation	Deputy Clerk	scheduled
Create a grievance policy and procedure	ADA Compliance Team	in progress

July 8, 2024

5. Consent Agenda

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

Typical items found in the consent agenda:

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

Suggested Motion:

Motion to approve the consent agenda items.

Statistical Summary

Company: Z9X - Town of Silverton Service Center: 0075 Northern California Status: Cycle Complete
 Week#: 26 Pay Date: 06/28/2024 P/E Date: 06/22/2024
 Qtr/Year: 2/2024 Run Time/Date: 17:31:38 PM EDT 06/25/2024

Taxes Debited	Federal Income Tax	3,896.02
	Earned Income Credit Advances	0.00
	Social Security - EE	3,069.21
	Social Security - ER	3,069.15
	Social Security Adj - EE	0.00
	Medicare - EE	717.80
	Medicare - ER	717.79
	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	1,811.31
	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	30.83
	State Family Leave Insurance - EE	0.00
	State Family Leave Insurance - ER	0.00
	State Family Leave Insurance Adj - EE	0.00
	State Medical Leave Insurance - EE	0.00
	State Medical Leave Insurance - ER	0.00
	State Medical Leave Insurance Adj - EE	0.00
	State Cares Fund - EE	0.00
	Transit Tax - EE	0.00
	Workers' Benefit Fund Assessment - EE	0.00
	Workers' Benefit Fund Assessment - ER	0.00
	State Child Care Fund - EE	0.00
	State Child Care Fund - ER	0.00
	Local Income Tax	0.00
	School District Tax	0.00
	Total Taxes Debited	13,312.11

Statistical Summary

Other Transfers		ADP Check Acct. No.XXXXXXXXXX8915Tran/ABAXXXXXXXXX	3,307.07	52,182.18	Total Liability	52,182.18
		Full Service Direct Deposit Acct.	35,563.00			
		Total Amount Debited From Your Account				
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00				
Taxes- Your Responsibility	None this payroll					
						52,182.18

Statistical Summary - Statistics

Company:Z9X - Town of Silverton
 Week#:26
 Qtr/Year:2/2024

Service Center:0075 Northern California
 Pay Date:06/28/2024
 Run Time/Date:17:31:38 PM EDT 06/25/2024

Status:Cycle Complete
 P/E Date:06/22/2024

Statistics	Amount	Number of Pays
Gross Pay	49,561.66	
Vouchers		
eVouchers		33
Checks (A)	3,307.07	3
Direct Deposits (B)	35,563.00	33
Adjustments/Prepay/Voids (C)	0.00	
Net Payroll (A + C)	3,307.07	
Net Cash (A + B)	38,870.07	
Net Pay Liability (A + B + C)	38,870.07	
Other Transfers (D)	38,870.07	
Taxes - debited from your account (E)	13,312.11	
Total Amount Debited from your Account (D + E)	52,182.18	
Taxes - your responsibility (F)	0.00	
Company Liability (C + D + E + F)	52,182.18	
Net Cash pays 1,000.00 or more		20
Flagged Pays		12

Statistical Summary - Federal Taxes

Company:Z9X - Town of Silverton

Service Center:0075 Northern California

Status:Cycle Complete

Week#:26

Pay Date:06/28/2024

P/E Date:06/22/2024

Qtr/Year:2/2024

Run Time/Date:17:31:38 PM EDT 06/25/2024

Federal Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount
Federal Income Tax	3,896.02		48,364.41	
Social Security	3,069.21	3,069.15	49,502.50	49,502.50
Medicare	717.80	717.79	49,502.50	49,502.50
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#:26
Qtr/Year:2/2024

Service Center:0075 Northern California
Pay Date:06/28/2024
Run Time/Date:17:31:38 PM EDT 06/25/2024

Status:Cycle Complete
P/E Date:06/22/2024

State Code	State Tax Type	EE Withheld	ER Contribution	EE Taxable Amount	ER Taxable Amount	Experience Rate	State Tax Rebate Amount
CO	State Income Tax	1,811.31		48,364.41			
CO	Unemployment Tax		30.83		15,413.37	0.20	

Statistical Summary - Hours & Earnings

Company:Z9X - Town of Silverton
Week#:26
Qtr/Year:2/2024

Service Center:0075 Northern California
Pay Date:06/28/2024
Run Time/Date:17:31:38 PM EDT 06/25/2024

Status:Cycle Complete
P/E Date:06/22/2024

Field Number	Hours/Earnings Code	Description	Hours	Earnings
1	Regular		1,547.60	44,501.75
2	Overtime		15.69	491.20
3	CTM	Comp Time T	22.00	
3	HOL	holiday work	88.13	2,325.56
3	PTO	P.T.O.	135.07	2,243.15

Statistical Summary - Deductions

Company:Z9X - Town of Silverton

Week#:26

Qtr/Year:2/2024

Service Center:0075 Northern California

Pay Date:06/28/2024

Run Time/Date:17:31:38 PM EDT 06/25/2024

Status:Cycle Complete

P/E Date:06/22/2024

Deduction Code	Description	Deduction	Category
401	CCOERA EE 4	1,138.09	Other
AFL	AFLAC PRETAX	36.48	Other
CK1	CHECKING	33,494.94	Deposit
CK2	CHECKING	1,546.05	Deposit
DEN	Den Pre Tax	20.00	Other
SV1	SAVINGS	522.01	Deposit
VIS	Vis Pre Tax	2.68	Other

Statistical Summary - Memos

Company:Z9X - Town of Silverton
 Week#:26
 Qtr/Year:2/2024

Service Center:0075 Northern California
 Pay Date:06/28/2024
 Run Time/Date:17:31:38 PM EDT 06/25/2024

Status:Cycle Complete
 P/E Date:06/22/2024

Memo Code	Description	Memo
DEN	Employer De	399.00
HLT	Employer He	7,470.00
LIF	Employer Li	51.03
LIN	EmployerLin	87.74
MAT	CCOERA ER 4	897.57
PTO	PTO Availa	1,947.31
VIS	Employer Vi	74.58
X01	401K MAX EL	49,561.66



SILVERTON HOUSING AUTHORITY, BOARD OF TRUSTEE WORK SESSION & REGULAR MEETING –
Silverton Board of Trustees
Silverton Town Hall – June 24, 2024
Call to Order & Roll Call –Work Session @5:00pm, Silverton Housing Authority @ 6:00pm and
Regular Meeting @7:00pm

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

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

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

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

Work Session @5:05pm

- 1) Land Use and Development Code- Hazard Overlays
 - Elizabeth Garvin, Gabby Hart, and Sheila Booth from CPS and Clarion presented to the board and provided an update on the land use and development code.

Silverton Housing Authority @ 6:07pm

- 1) Public Comment - *Comments must be limited to three (3) minutes in duration.*
- 2) Directors Report
 - Anne Chase reviewed her director's report with the housing authority.
- 3) Zanoni Conceptual SHIP plan review
 - Anne Chase reviewed the Zanoni Conceptual SHIP plan.
 - Tim Reinen & Joseph Espinosa introduced themselves.
 - Anne provided an overview of what has occurred thus far.
 - Anne presented the four concepts on the table and stated that choosing one does not mean a 100% commitment and concepts can be mixed and matched.
 - The housing authority discussed the pros and cons of each design.



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

Absent:

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks, CDD Lucy Mulvihill, Events Coordinator Ana Mendiluce, Building Inspector Bevan Harris, Attorney Clayton Buchner

Regular Meeting @ 7:00pm

- 1) Staff and/or Board Revisions to Agenda
 - No revisions
- 2) Public Comment - *Comments must be limited to three (3) minutes in duration.*
 - No public comment
- 3) Presentations/Proclamations
 - a) Introduction to the Silverton Creative District- Lisa Branner, Director
 - Lisa Branner presented to the board.
- 4) New Business
 - a) PUBLIC HEARING: 24-15 OVR: A request for Exterior Building Alterations on an Existing Commercial Structure within the Architectural Review Overlay District (AROD) and Historic Overlay District Located at 1337 Greene Street.
 - Chris Masar from CPS presented the request for Exterior Building Alterations on an Existing Commercial Structure within the Architectural Review Overlay District (AROD) and Historic Overlay District Located at 1337 Greene Street.
 - Staff do not have any site-specific recommendations for this application.
 - The applicant, Shane Fuhrman, stood to speak regarding his project and requested that Mayor Pro Tem Harper recuse from this discussion as he is a hotel owner who is directly in competition with the Wyman Hotel.
 - Mayor Pro Tem Harper refused.
 - Attorney Clayton Buchner provided some insight and said he doesn't see a clear conflict in this matter.
 - Shane Fuhrman read a letter of support on behalf of Lorrin Lew and Fritz Klinke as partners in this project.
 - No public comment.
 - Trustee Gardiner expressed support and highlighted that this project was already recommended by the Historic Review Committee.
 - Trustee Schnitker also spoke about the discussion that occurred at the HRC meeting and expressed support for the historic thoughtfulness that has gone into this project.
 - Mayor Kranker expressed support.
 - Trustee Wakefield asked a technical question regarding the land use application.
 - CDD Lucy Mulvihill explained that this was an editing error.
 - Trustee Wakefield reviewed the number of existing units and said that parking could be an issue moving forward, however this project should be exempt.
 - Mayor Pro Tem Harper said that since the Wyman is on a corner, there is plenty of parking.
 - Mayor Pro Tem Harper asked about the 10 vs. 15 feet setback of the second floor.
 - Shane Fuhrman explained.



Trustee Gardiner moved, and Mayor Pro Tem Harper seconded to approve the request for Exterior Building Alterations on an Existing Commercial Structure within the Architectural Review Overlay District (AROD) and Historic Overlay District Located at 1337 Greene Street. Passed unanimously with roll call.

b) Historic Review Committee Vacancy

- CDD Lucy Mulvihill provided background information regarding David Polit's resignation and the need for someone to fill the vacancy.

The board directed staff to initiate the solicitation for Historic Review Committee Applications.

c) Resolution 2024-14 A Resolution of the Town of Silverton Adopting the San Miguel County and Ouray County Regional Climate Action Plan San Juan County and Town of Silverton Appendix

- Administrator Kaasch-Buerger provided context regarding the proposed Resolution.
- Mayor Kranker expressed support and noted a typo in the Resolution.
- Trustee Halvorson expressed support as a member of the Sneffels Energy Board.
- Mayor Pro Tem Harper and the rest of the Trustees briefly discussed the possibility of this boxing the town in- however this isn't likely, it is a thought.

Trustee Halvorson moved, and Mayor Pro Tem Harper seconded to approve Resolution 2024-14 A Resolution of the Town of Silverton Adopting the San Miguel County and Ouray County Regional Climate Action Plan San Juan County and Town of Silverton Appendix. Passed unanimously with roll call.

d) Library Board Vacancy

- Administrator Kaasch-Buerger stated that Patty Dailey stepped down from the Library Board last week.
- Administrator Kaasch-Buerger said that the same applicants who applied last time are still interested in taking a seat.
- Mayor Kranker thanked Patty Dailey for her time and dedication.
- Mayor Kranker stated that Christine Fonner could bring some different background experience to the table.
- Trustee Gardiner expressed support for Jordan Bierma.
- Trustee Wakefield expressed support for Jim Lindaman.
- Trustee Halvorson expressed support for Christine Fonner.

Mayor Pro Tem Harper moved, and Trustee Schnitker seconded to appoint Christine Fonner to the Library Board. Passed unanimously with roll call.

e) New Special Event: Cruiser on the Rocks July 24th

- Events & Facilities Coordinator Ana Mendiluce provided background information regarding this new event.
- Mayor Kranker asked about the management of camping at Kendall.
- Ana responded.
- Trustee Wakefield asked Mayor Pro Tem Harper if hotel reservations have increased for the proposed weekend.
- Mayor Pro Tem Harper stated that all businesses should do well.

Trustee Wakefield moved, and Trustee Gardiner seconded to approve the New Special Event: Cruiser on the Rocks on July 24th. Passed unanimously with roll call.

f) Regular Meeting Agenda Proposed Changes



- Administrator Kaasch-Buerger provided context and proposed that “New Business” only be included on the second meeting of the month (the 4th Monday of the month) moving forward.
- Clayton Buchner expressed support for this proposal as it has worked well in other municipalities.
- Mayor Kranker expressed support.
- Administrator Kaasch-Buerger further requested that we limit land use applications to 3 per meeting.

The board directed staff to proceed with this request.

5) Consent Agenda

- a) Payroll
- b) Meeting Minutes 6.10.24
- c) Accounts Payable
- d) April Sales Tax Report
- e) Special Event Notice: Aravaipa Alpine Run July 6th and Kendall Run July 7th
- f) Special Event Notice: Hardrockers Holidays August 9th-11th
- g) Special Event Notice: Colorado Ride August 19th

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

6) Staff Reports

- Administrator Kaasch-Buerger, Clerk Melina Marks, and Trustee Schnitker briefly discussed the CML Conference they attended last week.

7) Committee/Board Reports

- a) 6.11 Historic Review Committee Meeting
 - Trustee Schnitker reviewed the HRC Meeting.
- b) 6.12 Personnel and Ordinance Committee Meeting
 - Mayor Pro Tem Harper discussed the P&O Committee Meeting.
- c) 6.17 Finance Committee Meeting
 - Mayor Kranker reviewed the Finance Committee Meeting.
- d) 6.18 San Juan Regional Planning Commission-Town Hall
 - Trustee Halvorson provided a review of the San Juan Regional Planning Commission Meeting.

8) Trustee Reports

- Mayor Kranker mentioned that the Senior Lunch is tomorrow.

9) Continued Business

- No continued business.

10) Public Comment

- No public comment.

11) Request to enter executive session pursuant to CRS 24-6-402(4)(b) Conferences with an attorney for the purposes of receiving legal advice and update on the Silverton Square Building

Trustee George moved, and Trustee Gardiner seconded to approve the request to enter executive session pursuant to CRS 24-6-402(4)(b) Conferences with an attorney for the purposes of receiving legal advice and update on the Silverton Square Building. Passed unanimously.



Adjourn @ 9:58pm

Up-coming Meeting Dates:

6.25 @4pm Utility Committee Meeting
6.27 @6pm Land Use Code Community BBQ @Kendall
7.8 @7pm Regular Meeting

End of Agenda

Report Criteria:

Report printed and checks created

Due Date	Vendor Number	Name	Invoice Number	Net Due Amount	Pay	Payment Amount	Discount Amount	Remittance
10/09/2023	1403	Prinoth	23050068	1,225.56-	N	80	.00	Vendor Address
10/23/2023	1062	LAWSON PRODUCTS INC	93109653	278.33-	N	88	.00	Vendor Address
10/23/2023	1080	Lincoln National Life Insurance	46098521	556.27-	N	88	.00	Vendor Address
07/08/2024	24	ADAMS OVERHEAD	33564	336.96	Y	336.96	.00	Vendor Address
07/08/2024	104	ATCO INTERNATIONAL	10631169	217.50	Y	217.50	.00	Vendor Address
07/08/2024	123	BALL SEPTIC TANK SERVICE	209627	3,180.00	Y	3,180.00	.00	Vendor Address
07/08/2024	180	BOB'S JOHNS	97283	1,050.00	Y	1,050.00	.00	Vendor Address
07/08/2024	241	Callaway Packing Inc.	05685	451.72	Y	451.72	.00	Vendor Address
07/08/2024	2180	Carl Schnitker	6/18/24	539.35	Y	539.35	.00	Vendor Address
07/08/2024	322	CJB Auto Supply	7/1/24 331	1,419.75	Y	1,419.75	.00	Vendor Address
07/08/2024	326	Clayton M. Buchner, Attorney a	0826	4,338.00	Y	4,338.00	.00	Vendor Address
07/08/2024	340	Coast to Coast Computer Prod	A2683515	381.98	Y	381.98	.00	Vendor Address
07/08/2024	407	Community Planning Strategies	6/1/24-6/3	4,625.00	Y	4,625.00	.00	Vendor Address
07/08/2024	2174	Element Engineering, LLC	6/1/24-6/3	3,315.00	Y	3,315.00	.00	Vendor Address
07/08/2024	620	EVANS CONSTRUCTION	6/27/24	308.37	Y	308.37	.00	Vendor Address
07/08/2024	686	FOUR CORNERS WELDING	GR001887	22.00	Y	22.00	.00	Vendor Address
07/08/2024	759	Gloria Kaasch-Buerger	6/18-6/21	155.00	Y	155.00	.00	Vendor Address
07/08/2024	2156	La Plata County Public Health	6112	215.60	Y	215.60	.00	Vendor Address
07/08/2024	1173	Melina Marks	6-18-24	112.76	Y	112.76	.00	Vendor Address
07/08/2024	1259	NALCO COMPANY LLC	66027699	1,332.03	Y	1,332.03	.00	Vendor Address
07/08/2024	2163	Over The Top Services, LLC	0055	3,043.04	Y	3,043.04	.00	Vendor Address
07/08/2024	2176	Pathfinder Locating Services, L	6/18/24	400.00	Y	400.00	.00	Vendor Address
07/08/2024	2121	Peak Companies	1390693	360.00	Y	360.00	.00	Vendor Address
07/08/2024	2130	Professional Management Solu	84945	9,995.00	Y	9,995.00	.00	Vendor Address
07/08/2024	1598	SAN MIGUEL POWER ASSOC	37168 & 3	104.29	Y	104.29	.00	Vendor Address
07/08/2024	1664	SILVERTON GROCERY	7/1/24 552	83.54	Y	83.54	.00	Vendor Address
07/08/2024	1666	SILVERTON HARDWARE	2407-3224	2,917.91	Y	2,917.91	.00	Vendor Address
07/08/2024	1670	SILVERTON LP GAS	7/1/24	3,023.07	Y	3,023.07	.00	Vendor Address
07/08/2024	1691	SILVERTON-SAN JUAN FIRE	7/3/24	13,687.50	Y	13,687.50	.00	Vendor Address <i>Fire Contract</i>
07/08/2024	1837	THE CLEAN TEAM	736917	1,295.00	Y	1,295.00	.00	3
07/08/2024	1852	The WhistleStop	1615	2,681.95	Y	2,681.95	.00	Vendor Address
07/08/2024	1959	Vero Fiber Networks, LLC	14305032	160.65	Y	160.65	.00	Vendor Address
07/08/2024	1970	VISION SERVICE PLAN	82068412	91.54	Y	91.54	.00	Vendor Address
07/08/2024	2132	Water Rates by Brandewie LLC	7/2/24	4,687.50	Y	4,687.50	.00	Vendor Address
Totals:				62,471.85		64,532.01	.00	

Number of invoices to be fully paid: 31
 Number of invoices to be partially paid: 0
 Number of invoices with no payment: 3
 Total number of invoices listed: 34
 Total checks from invoices selected: 31
 Total adjustment checks: 0
 Total adjusted invoices: 0
 Total negative checks not created: 0

Cash Requirements Summary

Date	Net Due Amount	Payment Amount	Discount Taken
10/09/2023	1,225.56-	.00	.00
10/23/2023	834.60-	.00	.00
07/08/2024	64,532.01	64,532.01	.00
	62,471.85	64,532.01	.00

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into the most recent day and year set forth below by and between Town of Silverton, a municipal corporation and political subdivision of the State of Colorado (the “Principal”), whose mailing address is P. O. Box 250, Silverton, CO 81433, and Grady Ham. (the “Contractor”). The Principal and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide services related to the following scope of services: those Services described in the **Proposal for Services Kendall Mountain Ski Lift** attached hereto as **Exhibit A** and incorporated herein by reference. The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the “Scope of Services.” All provisions of the Scope of Services, if any, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Scope of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated beginning on the date of signature of this contract. Services shall be completed no later than November 31, 2024. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.

3. Early Termination by Principal. Notwithstanding the time periods contained herein, the Principal may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Principal, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Principal may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension

date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Principal for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the Principal Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Principal agrees to pay the Contractor in accordance with the terms proposed by the Contractor in the **Proposal for Services Kendall Mountain Ski Lift**, attached hereto as **Exhibit A** and incorporated herein by reference and will not exceed \$25,000 for the entire project. The Principal shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Principal periodically, but no more frequently than twice a month. Principal shall have no obligation to make any payments until such time as the Principal accepts Contractor's performance as satisfactory. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Principal may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to services that are not performed according to this Agreement. The Principal will pay for any portion of the services performed according to this Agreement.

(c) The Contractor has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Principal has made payments to the Contractor.

7. Principal Representative. The Principal will designate, prior to commencement of work, its project representative (the "Principal Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Principal Representative.

8. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the Principal. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Principal for the performance of the services specified in this Agreement. **As an independent contractor, the Contractor agrees that:**

(a) Contractor does not have the authority to act for the Principal, or to bind the Principal in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Principal; and

(b) Principal does not establish a quality standard for the Contractor, except that Principal can provide plans and specifications regarding the work but does not oversee the actual work or instruct the Contractor as to how the work will be performed; and

(c) Principal cannot terminate the ordered services during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of this Agreement; and

(d) Principal does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established under this Agreement; and

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

(f) Principal will not pay the Contractor personally but rather makes checks payable to the trade or business name of the Contractor; and

(g) Neither Contractor, nor its employees or Contractors, will receive benefits of any kind from the Principal, and **Contractor will not receive unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity, and that the Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship created by this Agreement; and**

(h) Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Principal; and

(i) All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and

(j) Contractor will not combine its business operations in any way with the Principal's business operations and each party shall maintain their operations as separate and distinct; and

(k) Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and

(l) Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own tools, except when the Town requires use of the Town's supplies or equipment, and at hours and times as determined by Contractor.

9. Personal Services. It is understood that the Principal enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Principal. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Principal's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

10. Accuracy of Work and Warranty. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Principal's approval shall not diminish or release the Contractor's duties, since the Principal is ultimately relying upon the Contractor's skill and knowledge. The Contractor hereby represents, warrants, and guarantees to the Principal all workmanship, equipment and/or materials paid for by the Principal pursuant to this Agreement for a period of two (2) years following the date of purchase by the Contractor. Such warranty shall be construed to include, but is not limited to, representations that all workmanship, equipment, and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the Principal. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the Principal within such reasonable period of time as specified by the Principal in writing. If the Contractor fails to repair such defect within such period of time specified by the Principal, the Principal may repair such defect or contract for such repairs at the expense of Contractor.

11. Duty to Warn. The Contractor agrees to call to the Principal's attention errors in any drawings, plans, sketches, instructions, information, requirements,

procedures, and other data supplied to the Contractor by the Principal or a third party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Principal. Nothing shall detract from this obligation unless the Contractor advises the Principal in writing that such data may be unsuitable, improper, or inaccurate and the Principal nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

12. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any.

13. Unauthorized Workers. The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an unauthorized worker. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an unauthorized worker, the Contractor shall: (i) notify the subcontractor and the Principal within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an unauthorized worker; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the unauthorized worker, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Principal may terminate this Agreement for breach, and the Contractor shall be liable for actual and consequential damages to the Principal. If the Contractor participates in the Department Program, the Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Principal.

The Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal

law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

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

15. Acceptance Not Waiver. The Principal's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Principal under this Agreement.

16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity, except as required by Paragraph 13 (Unauthorized workers).

18. Indemnification; No Waiver of Liability. Contractor shall indemnify, save, and hold harmless the Principal, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. As part of this obligation, the Contractor shall compensate the Principal for the time, if any, spent by its legal counsel in connection with such claims or actions. If an Additional Scope of Services contains any provisions purporting to require the Principal to defend, indemnify, or hold harmless the Contractor or purporting to effect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the Principal does not agree or accept such provisions and such provisions are not part of the Agreement. The Principal is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the Principal or its officers or employees.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

20. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the Principal's mailing address is located.

21. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

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

24. Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of Town funds for purposes hereof, as determined by the Principal's Board of Directors. In the event that said funds, or any part thereof, become unavailable as determined by the Principal, the Principal may immediately terminate this Agreement or amend it accordingly.

25. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Principal. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the Principal. The Principal understands such documents are not intended or represented to be suitable for reuse by the Principal or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Principal's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.

26. Taxes. The Principal is a governmental entity and is therefore exempt from state and local sales and use tax. The Principal will not pay for or reimburse any sales or use tax that may not directly be imposed against the Principal. The Contractor shall use the Principal's sales tax exemption for the purchase of any and all products and equipment on behalf of the Principal.

27. Business License. The Contractor shall maintain an active Business License and/or Contractor's Work Permit as required by the Town during the entirety of the Agreement. The Principal shall obtain all permits as required prior to beginning work.

28. Time Is of the Essence. All times stated in this Agreement are of the essence.

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

30. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

31. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

CONTRACTOR:
Grady Ham

By: _____

Name: Grady Ham

Title: Owner/Operator

Date: _____

PRINCIPAL:
Town of Silverton

By: _____

Name: Gloria Kaasch-Buerger

Title: Town Manager

Date: _____

PROPOSAL FOR SERVICES

KENDALL MTN SKI LIFT

OVERVIEW

I, Grady Ham am pleased to submit this proposal for services to address the current electrical issues on the Kendall Mountain ski lift. After several visits over the winter I have determined that the electrical infrastructure, i.e. the wiring and components should be replaced and upgraded in an attempt to eliminate the intermittent electrical problems that have hindered the consistent and reliable operation of the ski lift. Along with this work I would provide training and instruction to ski area employees to futhure advance their knowledge of the inner workings of the ski lift.

The Objective

- **Need #1: Determine the materials and components needed to complete the project and provide a cost.**
- **Need #2: Provide a timeline for completing the project.**
- **Need #3: Complete the project and test the operation of the ski lift.**

The Opportunity

- **Goal #1: Provide training to ski area employees through hands on work and explanation of the electrical and mechanical components.**

MY PROPOSAL

I will work on a Time and Materials Basis. First determining the materials needed, order and purchase materials, replace or upgrade electrical wiring and components, fully test the lift safeties and operation, address issues that may arise. While intermittent electrical issues are very difficult to pinpoint, I feel this is a good starting point and is necessary as the ski lift is exposed to the weather and as wiring and components wear out over time.

The Town of Silverton will be responsible for the material and components cost: estimated at \$8,000.

My time working on this project is estimated at 120 hours @ \$95/hr - \$11,500

In closing I would like to thank the board for the opportunity to help address the challenges that our town ski lift has been displaying over the last few years. Kendall Mountain Ski Area is an important asset to our community and provides recreation to all ages. I feel it's important that we develop and maintain the reliability of the ski lift to gain back the trust of our community.

June 24, 2024

6. Staff Reports

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

Town of Silverton Staff Report

Department: Administration
Head of Department: Gloria Kaasch-Buerger
Date of Trustee Meeting: July 8, 2024

For immediate Trustee consideration:

Regular Meetings & Communication:

6.25 OEM meeting on the EOP
 6.26 Team GOLD
 6.26 NRD Funding Meeting
 6.26 LUC Stakeholders Meeting
 6.27 Meeting with Jessie Rowe
 6.28 Water Sewer Rate Study
 6.28 Fading West Kickoff Meeting
 7.1 ADA Team Meeting
 7.1 Water Sewer Rate Study
 7.2 Team GOLD
 7.2 New Trustee Budget Training

AUDIT is almost complete

Top on the TO DO list:

2023 Audit
 Assist with WWTP and Water Funding
 Code Rewrite Grant Reporting
 Finance Organization- Starting with SOPs for GL Codes
 Rate Study Assistance
 Energizing Rural Communities Prize Administration
 Assist with Affordable Housing Projects
 Social Media Communications
 SMPA Totally Green Program
 RV Ordinance revisions
 Contract Management
 Visitor's Room at Town Hall

Grants (applications, updates, awards):

Applied/Awaiting Award:

Applied for \$10,000 in SJC Tourism Fund for marketing and visitor's room
 Applied for \$30,000 in SJC Tourism Fund for grant match for entrance signs
 T-Mobile Grant for Kendall Lift -DID NOT RECEIVE

Upcoming:

Team GOLD Energize Rural Communities Phase II
 Natural Resource Damages
 Community Change Grant
 SIPA leak detection system

Upcoming Issues:

2025 Budget
 CDOT Shed relocation
 Power Redundancy/Micro Grid
 Signs/Parking around town
 Entrance Monument
 Snow Route Code Rewrite
 Municipal Court Code Rewrite
 Blair Street Project
 Marijuana Code Rewrite
 Perimeter Trail Planning
 PW and FPR Capital Improvements Plan
 Perimeter Trail

Notable completed tasks:

Completed last new trustee budget training

Learning/ Professional Development:

**Town of Silverton
Staff Report**

Department: Town Clerk/ Treasurer Head of Department: Melina Marks Lanis Date of Trustee Meeting: July 8th, 2024	
For Immediate Trustee Consideration: None	
Regular Meetings & Communication: <ul style="list-style-type: none"> - Weekly Staff Meetings - Bi-weekly Regular Trustee Meetings - Housing Authority Meetings - Monthly Finance Committee Meetings - HRC Meetings when necessary. - Consistent communication with the rest of staff daily - Consistent communication with the town accountant 	Top on the TO DO List: <ul style="list-style-type: none"> - Continue with the Audit/ finish well before July 31st. - Research new payroll systems. - Edit/ revise/ update the Employee Handbook for the P&O Committee to review. - Submit payroll info to CIRSA – WC Paperwork. - Support/ continue to train new Deputy Clerk. - Cemetery responsibilities.
Grants (applications, updates, awards):	Upcoming Items: <ul style="list-style-type: none"> - Re-establish the Cemetery Committee.
Notable Completed Tasks: <ul style="list-style-type: none"> - Ongoing Audit responsibilities. - Attended CML Conference. - Implemented commercial EQR rates. - Clerk Dept. SOP Binder - Addition of Credit Card Coding to Regular Board of Trustee Meeting Packets. - Finally upgraded to Neptune 360 – meter reading software for utilities. - Personal Accomplishment: The Alpine Marathon on July 6th! 	Ongoing Project Updates: <ul style="list-style-type: none"> - Allocate lodging fee revenue to water & sewer funds. - Stabilize payroll. - Master Caselle. - Communicate with the accountant. - Support staff and administration. - Pursue more grant funding. - SOP Construction. - Google Drive updates. - Streamline the Clerk's Office function.
Learning/Professional Development: <ul style="list-style-type: none"> - Caselle Summit Attendance in October. - Accounting support and education from our accounting firm. 	COVID Related: None

June 10, 2024

7. Committee Reports

Trustees will report on their respective committees if they have met.

July 8, 2024

8. Trustee Reports

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

July 8, 2024

9. Continued Business

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

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

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



BOARD PACKET MEMO

SUBJECT: Historic Review Committee Appointments

STAFF CONTACT: Lucy Mulvihill

Overview:

The Historic Review Committee currently has a vacancy. Following the Board's direction at the meeting on June 24, 2024, Staff released a solicitation for Historic Review Committee member applications. The town has received one application from Charles Lanis. Staff has reviewed the application and has found that Lanis is eligible to serve on the Historic Review Committee.

Current Members of Historic Review Committee	
Year-round resident of the Town and owner of property in the Historic Overlay District.	Jessie Rowe
Year-round resident of the Town	Vacant
Member of the Board of Trustees	Carl Schnitker
Non-Trustee San Juan Regional Planning Commission Member	Melissa Childs
Member of the Historical Society	Maria Samora
Silverton Highschool Member (optional non-voting member)	Vacant

Options:

Appoint Charles Lanis to the Historic Review Committee.

Extend the solicitation for applications and reschedule the appointment to a future meeting.

Staff Recommendations:

Appoint Charles Lanis to the Historic Review Committee.

Motion:

Motion to appoint Charles Lanis to the Historic Review Committee.



Historic Review Committee Application

TOWN OF SILVERTON

Application Information

Full name:	<u>Lanis Charles A.</u>	Date:	<u>01-JUL-2024</u>
	<small>Last First M.I.</small>		
Address:	<u>725 W 5th St PO Box 405</u>	Phone:	<u>970-919-0864</u>
	<small>Street address PO Box #</small>		
	<u>Silverton, CO 81433</u>	Email:	<u>alexanderlanis@gmail.com</u>
	<small>City State Zip Code</small>		

Qualifications

Please Select al that apply.

Year-round resident of the Town and owner of property in the Historic Overlay District. Yes ☒ No ☐

Year-round resident of the Town Yes ☒ No ☐

Member of the Board of Trustees Yes ☐ No ☒

Non-Trustee San Juan Regional Planning Commission Member Yes ☐ No ☒

Voting Member of the Historical Society Yes ☐ No ☒

Silverton Highschool Member Yes ☐ No ☒

Professionals or shall have extensive expertise in a Preservation-related discipline Yes ☐ No ☒

If yes, explain?

Narrative

Please attach a narrative of why you are applying to be a Historic Review Committee member and your qualifications.

Signature

I certify that my answers are true and complete to the best of my knowledge.

Signature:

Date:

01-JUL-2024

As a multi-generational Silverton resident with a deep passion for public service, I am interested in applying my experience to contribute to Silverton's Historic Review Committee. With a strong background in public service and historic preservation, including owning and renovating historic structures, I bring practical expertise and a commitment to preserving our town's heritage. My experience managing complex projects and navigating regulatory environments ensures that I can effectively contribute to the committee's goals and support the preservation of Silverton's unique historical character.



RESOLUTION NO. 2024-15

A RESOLUTION OF THE TOWN OF SILVERTON SETTING A LAND USE APPLICATION MEETING SCHEDULE AND LIMITING THE NUMBER OF LAND USE APPLICATIONS FOR BOARD OF TRUSTEE MEETINGS

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

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

WHEREAS, the Board of Trustees (“BOT”) of the Town of Silverton (“Town”) are authorized to review various land use applications per the Town's Municipal Code Chapter 16 Zoning and Chapter 17 Subdivision; and

WHEREAS, land use applications are placed on BOT agendas by Town staff after the applications are deemed completed, and reviewed by staff, Planning Commission or the Historic Review Committee; and

WHEREAS, the BOT desires to provide adequate time for consideration of each agenda item including applicant testimony and public presentations during the meeting.

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

- 1. Designated Land Use Agenda.** The BOT hereby designates the second regular meeting of each month as the land use application review meeting.
 - a. Land use applications will be allowed on the second BOT agenda each month.
 - b. Should a land use application need to be scheduled for another BOT meeting, Town Staff will request approval by the BOT at a prior meeting or by email from the Town Mayor.
- 2. Limitation of Land Use Agenda Items.** The BOT hereby limits the number of land use applications that may be placed on a BOT agenda;
 - a. Except as may be required by law, no more than three (3) land use applications requiring formal action by the BOT shall be placed on the designated land use meeting agenda.
 - b. Land use applications that meet the Silverton Municipal Code 1-2-10 definition of affordable housing will take priority for public hearing.
 - c. Land use applications placed on the consent agenda are not calculated in the maximum allowance.

THIS RESOLUTION was approved and adopted the ____ day of July, 2024 by the Board of Trustees of the Town of Silverton, Colorado.

ATTEST:

TOWN OF SILVERTON:

Melina Marks Lanis, Town Clerk

Dayna Kranker, Mayor

July 8, 2024

10. Public Comment

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

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

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

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

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

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