

Intergovernmental Agreement Between the Town of Silverton and San Juan County Concerning the Duties and Obligations of Each with Respect to the Anvil Mountain Subdivision and 5th Street Corridor

Whereas, C.R.S. 29-20.105 permits municipalities to enter into joint development plans in areas of mutual interest;

Whereas, the Town of Silverton ("Town") and San Juan County ("County") desire to manage development in a coordinated manner in the vicinity of the Town of Silverton; and

Whereas, the Town of Silverton has the capacity and ability to serve adjacent development with central treated water and sewer services and has done so in the past; and

Whereas, it is necessary to supplant certain regulations of the Town of Silverton and San Juan County to promote mutual interests and encourage affordable and attainable housing in the area;

Now therefore, in consideration of the provisions expressed herein, it is hereby agreed by and between the parties as follows:

- A. The "Anvil Mountain Subdivision" shall be identified as the geographic area within San Juan County shown on the attached Anvil Mountain Subdivision Map.
- B. The "5th Street Corridor" shall be defined as the geographic area within the Town's established Fifth Street right of way used to connect existing Town Infrastructure with that of the Anvil Mountain Subdivision.
- C. "Town Standards" shall mean the development standards and specification adopted and in effect at the time of plan review.
- D. The "Anvil Mountain Subdivision" and "5th Street Corridor," as described above, and together with any appurtenant improvements undertaken by the County, shall collectively be referred to as the "Anvil Mountain Development."
- E. Within the 5th Street Corridor the County agrees to:
 1. Construct water and sewer mains in compliance with Town Standards.
 2. Construct 5th Street westerly from Snowden Street to the Town Boundary in accordance with Town Standards, with the exceptions that the street will not have an asphalt surface and the finished width shall be less than the specified 80 feet. 5th Street will instead be constructed with a minimum four inches of compacted sub base and a "Class 6" aggregate road base surface with a depth of not less than four inches.
 3. Construct 5th Street sub base a minimum of sixty (60) feet in width and the road base a minimum of forty (40) feet. Design and construct drainage to provide adequate

continuous surface drainage with grades that permit flow without ponding. Design must insure continuity of drainage between the proposed construction and existing or future construction.

4. Purchase and install street name signs for 5th Street and cross streets.
5. Warrant all infrastructure for one year from final acceptance by the Town, after which it shall be the responsibility of the Town of Silverton.

F. Within the Anvil Mountain Subdivision, the County agrees to:

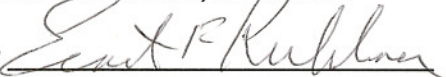
1. Construct treated water distribution and sewer collection systems in compliance with the Town Standards and good engineering practices. Water and sewer systems shall be sized depending on the outcome of a professional hydraulic analysis. Substantial variances from the requirements not set forth in this document may be granted on a case-by-case basis upon the majority vote of the Silverton Town Board upon recommendation by the Town Public Works Director and Town Administrator. Other minor variances may be approved by the Public Works director.
2. Require all units within the development to be connected to the Town water distribution and sewer collection systems and be served by the Town and conform with the applicable requirements of Chapter 9 of the Town Code with the exception that no monthly service fees shall be levied on any property before that property's initial use of water and sewer service. The construction of all mains and service lines to each lot line shall be included as part of the project's as-build design plans and during the initial construction phase, the County shall construct as many service lines to individual lots as is financially practicable.
3. Install an automated water flushing system designed to periodically flush the sewer line with treated water as necessary to prevent freezing and the unlawful accumulation of disinfection byproducts in the treated water line and to facilitate the movement of solids in the sewer line. Through this agreement, the County warrants the proper operation of this system until residential build-out and occupation of the site is extensive enough so as to ensure that regular operational flows sufficiently mitigate against these potential issues.
4. As to all other components of the project's water and sewer infrastructure, the County warrants the satisfactory operation thereof for one year from final acceptance by the Town, after which it shall become the responsibility of the Town. Provide to the Town easements for all utility and service lines over the entire width of street rights-of-way. Such easements shall be specified on the plat at the time of recording.
5. Provide the Town of Silverton with all designs and plans for infrastructure installation, which shall be subject to the Town's pre-construction review and approval. Further, all work and progress shall be subject to such inspection by the Town. The County shall be responsible for all direct or indirect engineering costs reasonably incurred by the Town in the course of its review of these proposed infrastructure improvements, such pass-through costs billable to the County on a monthly basis.

6. The County consents to future annexation and waives any potential objections to such possible annexation by the Town of the Anvil Mountain Development property henceforth. As the owner of the property, the County for itself and on behalf of all future owners of property within the development, hereby irrevocably consents to, and waives any objections it might have concerning, annexation of the Anvil Mountain Development by the Town of Silverton. Notice of this consent to annexation shall be given to all purchasers of property within the Anvil Mountain Development by recording the same in the land records of San Juan County, Colorado. Nothing contained in this consent to annexation and waiver of objections shall require or be deemed to require the County to make any expenditure in connection with annexation by the Town. Nothing contained in this consent to annexation and waiver of objections shall be deemed to excuse compliance by the Town with all lawful requirements for annexation.

G. Within the Anvil Mountain Subdivision, the Town agrees:

1. To provide its regular water and sewer service to all housing units within the development, including administration, billing, and any other water and wastewater services regularly and customarily provided to residents within Town limits.
2. To charge standard utility rates (including tap fees, plant investment fees, and monthly service fees) not different from those paid by residents within the limits of the Town of Silverton. If the Town finds that costs of service to the unannexed development exceed revenues and and this finding is corroborated by a professional independent study, the Town may raise rates beyond those paid by other users within the Town boundaries.
3. That those multi-family structures with three or more dwelling units shall be serviced by a single water and sewer tap and service line with each unit having an individually isolated and metered system.
4. To allow within the 5th Street Corridor the construction of a hard-surface trail at least eight feet in width and separated from the automobile surface with a drainage swale.

SAN JUAN COUNTY, COLORADO

by 

Ernest Kuhlman, Chair
San Juan County Board of Commissioners

THE TOWN OF SILVERTON, COLORADO

by 

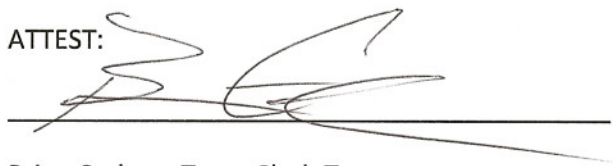
Terrence M. Kerwin, Mayor
Town of Silverton Board of Trustees

ATTEST:



Witness

ATTEST:



Brian Carlson, Town Clerk-Treasurer