

**SAN JUAN COUNTY, COLORADO**  
**BOARD OF COMMISSIONERS MEETING AGENDA**  
January 14, 2026

**CALL TO ORDER:** 8:30 A.M.

**OLD BUSINESS:**

Consider Bills and Authorize Warrants  
BOCC Meeting Minutes December 15, 2025  
Other Business  
Adjourn

**CALL TO ORDER**

**BOARD REORGANIZATION**

**APPOINTMENTS:**

8:40 A.M. - Road Supervisor Rusty Melcher  
9:00 A.M. - Anne Chase, Silverton Housing Authority  
9:30 A.M. - Martha Johnson, Social Service Director  
10:00 A.M. - Becky Joyce, Public Health Director, Hospital Building Usage  
11:00 A.M. - Bavan Harris, Wildfire Resiliency Code  
11:30 A.M. - Acceptance of Sheriff Conrad Resignation - Discussion and Possible Action  
Regarding the Sheriff Replacement Process  
Executive Session pursuant to C.R.S §24-6-402(4)(b) to receive legal advice from counsel  
regarding Sheriff vacancy, process for replacement, and related matters.

**Lunch at a Location to be Determined**

**CORRESPONDENCE:**

Resignation letter from Sheriff Conrad

**NEW BUSINESS:**

Appointments to Boards and Offices  
Designate Courthouse Entrance for Official Posting of Meetings  
San Juan County Colorado Public Health Medical Officer Contract  
Emergency Services Funding Request  
Credit Card Policy  
Furnace Repairs  
November Financial Report  
Treasurer's Semi-Annual Report  
Treasurer's Report  
Sales Tax Report  
Public Comment  
Commissioner Reports

**OTHER:**

**ADJOURN:** Next Regular Meeting – 6:30 PM, January 28, 2026

**Times listed above are approximate.**

**Discussion of an agenda item may occur before or after the assigned time.**

Join Zoom Meeting

<https://zoom.us/j/92136473203>

By Telephone: Dial 1 669-900-6833 and enter the Webinar ID 92136473203 when prompted.

Meeting ID: 921 3647 3203

You Tube (live and recorded for later viewing, does not support public comment):

<https://www.youtube.com/@sanjuancountycolorado/streams>

SAN JUAN COUNTY BOARD OF COMMISSIONERS MET JANUARY 14, 2026  
AND THE FOLLOWING BILLS WERE APPROVED FOR PAYMENT

26390 ORKIN	CUSTODIAN BILL	75.00
26391 AMAZON CAPITAL	EPD SUPPLIES	209.99
26392 SILVERTON GROCERY	EPA DINNER BILL	641.91
26393 AMAZON CAPITAL	CUSTODIAN BILL	49.99
26394 CITIZENS STATE BANK	ANVIL PAYMENT	6770.33
26395 HUMANA INSURANCE CO	DENTAL-VISION-LIFE INSURANCE	2098.34
26396 AMAZON CAPITAL	SOCIAL SERVICE BILL	43.33
26397 MASTERE'S TOUCH	TREASURERS POSTAGE TAXES	1528.30
26398 GREAT-WEST LIFE	GROUP RETIREMENT	6962.74
26399 CIC	ANNUAL BILL	18135.00
26400 VERO FIBER	BILL	971.18
26401 VISA	BILLS	7464.73
26402 VISA	SOC SER-COMMUNICATION BILLS	651.19
26403 CENTURY LINK	SHERIFFS BILL	74.39
26404 CENTURY LINK	CUSTODIAN BILL	104.35
26405 AFLAC	INDIVIDUAL INSURANCE	182.78
ACH10 ALLIED BENEFIT SYS	INSURANCE	20964.77
26406 PETER MAISEL	REIMB SPOUSE INSURANCE-SS	1364.54
24607 WILLIAM TOOKEY	REIMB SOC SEC	362.91
24608 LADONNA L. JARAMILLO	REIMB SOC SEC	348.96
24609 SCOTT L. FETCHENHIER	REIMB SOC SEC	372.43
26410 BRUCE E. HARING, MA, LPC	MENTAL HEALTH PAY	5100.14
26411 CASSANDRA ROOF	SENIOR YOGA PAY	1820.00
26412 ROBERT ROOF, LPC	COMMUNITY COUNSELING PAY	500.00
26413 MARIAH REEVES	SWORD FOOD-MILEAGE	230.23
26414 MIRAJ REEVES APRICITY LTD	NURSE ASSISTANT PAY	750.00
26415 SILVERTON GROCERY	NURSE BILL	158.97
26416 CO SHERIFFS OF COLORADO	2025 MEMBERSHIP DUES	2292.00
26417 SILVERTON LP GAS	COURTHOUES-FD TANK FILL UP	5758.24
26418 ALSCO UNIFORMS	CUSTODIAN BILL	179.98
26419 DOMAIN NAME SERVICES	SHERIFFS BILL	265.00
26420 DENNIS R. GOLBRICHT	DEC 25 SERVICES	2125.00
26421 SILVERTON AMBULANCE	DEC 25 MONTHLY PAYMENT	49133.33
26422 SILVERTON SCHOOL	REIMB TROWER DEC 2025	3251.17
26423 SAUL'S CREEK ENGINEERING	JAN-JUN 26 MAINT-SUPPORT	4560.00
26424 CO SHERIFFS OF COLORADO	2026 MEMBERSHIP DUES	2361.00
DD ABIGAIL ARMISTEAD	SHERIFF DEPUTY WAGES	3991.19
DD KIMBERLY A. BUCK	ASSESSORS WAGES	3969.51
DD ADAM CLIFFTON	SHERIFF DEPUTY WAGES	4077.19
DD BRUCE CONRAD	SHERIFF WAGES	4400.14
DD GARY DAVIS	VETS OFFICER WAGES	1069.41
DD ARTHUR DONOVAN	EPD WAGES	4973.81
DD ANTHONY EDWARDS	COMMUNICATIONS WAGES	5207.18
DD SCOTT L. FETCHENHIER	COMMISSIONERS WAGES	2167.42

DD	AMIE GARDINER	NURSE-SHERIFF DEPUTY WAGES	3171.69
DD	JOHN A. JACOBS	SHERIFF DEPUTY WAGES	2052.30
DD	DEANNA M. JARAMILLO	TREASURERS WAGES	3911.53
DD	LADONNA L. JARAMILLO	COUNTY CLERK WAGES	4021.93
DD	REBECCA JOYCE	COUNTY NURSE WAGES	4140.44
DD	CHARLES LANIS	DEPUTY CLERK WAGES	3794.88
DD	AUSTIN LANIS	COMMISSIONERS WAGES	1754.57
DD	STEPHEN LOWRANCE	UNDER-SHERIFF WAGES	4487.33
DD	PETER MAISEL	COMMISSIONERS WAGES	2154.39
DD	KERI METZLER	CORONER WAGES	1009.63
DD	KRISTINA RHOADES	SOCIAL SERVICE WAGES	3869.53
DD	REBECCA RHOADES	CUSTODIAN WAGES	2864.12
DD	WILLIAM TOOKEY	ADMINISTRATOR WAGES	5956.96
ACH 1	PAYROLL TAXES	FED-SOC-MED	22990.82
ACH1	PAYROLL TAXES	STATE TAXES	3759.00
ACH1	CITIZENS STATE BANK	HAS SAVINGS	3000.00
26425	SAN MIGUEL POWER	BILLS	6639.37
26426	VERIZON	SHERIFFS BILL	113.07
26427	REGION 9 ECONOMIC DEVELOPMENT	REGION 9 DUES	933.00
26428	SILVERTON LIBRARY	FOOD BANK	767.76
26429	PATTY DAILEY	FOOD BANK	767.76
26430	SILVERTON SCHOOL	FOOD BANK	767.76
26431	CAPITAL BUSINESS SYSTEMS	MONTHLY COPIER BILL	51.50
26432	CAPITAL BUSINESS SYSTEMS	COPIER USAGE	185.40
26433	DEANNE GALLEGOS	PUBLIC INFO SEPT THRU DEC 25	5624.00
26434	KENNY SCHAAF	2025 COUNTY SURVEYER PAY	2500.00
26435	SAN JUAN REGIONAL PLANNING COM	DONATION	400.00
26436	CLUB 20	DONATION	300.00
26437	VOLUNTEERS OF AMERICA	DONATION	300.00
26438	CEMETERY	DONATION	250.00
26439	FIRE DEPARTMENT	SANTA DONATION	100.00
26440	FIRE DEPARTMENT	FIREWORKS DONATION	250.00
26441	SAN JUAN DEVELOPMENT	DONATION	6000.00
26442	COLORADO SMALL BUSINESS DEVELOP	DONATION	211.00
26443	AXIS MENTAL HEALTH	DONATION	500.00
26444	MSI	DONATION	1000.00
26445	SILVERTON YOUTH CENTER	DONATION	500.00
26446	CREATIVE CRACKERJACK	CARDS-CHRYSTAL CUBES	402.21
26447	HIGH COUNTRY REMOTE CARE, LLC	BILLS	2318.75
26448	WEX BANK	SHERIFF FUEL	1020.48
26449	BOB'S JOHNS, INC	TOILET ON RED MOUNTAIN	632.26
26450	LA PLATA DETENTION	DEC 25 JAIL BILL	78.00
26451	ANGELES CONSTRUCTION	DEC 25 SHOVELING	1350.00
26452	INTEGRATED DOCUMENTS	DEC 25 MAILERS	52.53
26453	COUNTY CLERK	REIMB PETTY CASH	92.00
	TOTAL GENERAL		284764.04

# ROAD

7764	ALSCO UNIFORMS	BILL	40.00
7765	HUMANA	DENTAL-VISION-LIFE	322.97
7766	JOHN DEERE FINANCIAL	JD GRDR	6848.38
7767	CITIZENS STATE BANK	ROAD SHOP PAID OFF	25458.09
7768	GREAT-WEST LIFE	GROUP RETIREMENT	805.74
7769	VISA	BILL	298.28
7770	FOUR CORNERS WELDING	KOX-MAC	46.50
7771	SILVERTON LP GAS	12-25/1-26 TANK FILL UPS	1158.21
7772	SILVERTON HARDWARE	SUPPLIES	85.77
7773	WAGNER EQUIPMENT	PARTS	718.61
7774	SAN MIGUEL POWER	BILLS	475.47
7775	WHISTLESTOP	FUEL	725.93
7776	BLOWN AWAY	PLOWING 11-15-25/12-15-25	3000.00
7777	DANIE BECHTEL	REIMB CLOTHING ALLOWANCE	92.98
7778	ALSCO UNIFORMS	BILL	80.00
7779	CENTURY LINK	BILL	156.11
ACH1	ALLIED BENEFIT SYS	MEDICAL INSURANCE	4675.97
DD	DANIEL BECHTEL	ROAD OPERATOR WAGES	3804.96
DD	MICHAEL KRISNOW	ROAD FOREMAN WAGES	3809.21
DD	RUSTY MELCHER	ROAD DIRECTOR WAGES	5046.27
ACH1	PAYROLL TAXES	FED-SOC SEC-ED	4504.29
ACH1	PAYROLL TAXES	STATE TAXES	672.00
ACH1	CITIZENS STATE BANK	H S A SAVINGS	750.00
7780	KOMAT'SU	ESCAVATOR PAYMENT	9706.32
7781	POWER MOTIVE	BILL	103.84
	TOTAL ROAD		73385.90

GENERAL	284764.04
ROAD	73385.90
TOTAL ALL FUNDS	358149.94

WERE ALLOWED SETTLEMENT IN FULL BY ORDER OF SAN JUAN COUNTY COMMISSIONER.

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AUSTIN LASHLEY, CHAIRMAN

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SCOTT L. FETCHENHIER, COMMISSIONER

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PETEER C. MAISEL, COMMISSIONER

\_\_\_\_\_  
LADONNA L. JARAMILLO, CLERK

SAN JUAN COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING FRIDAY, DECEMBER 15, 2025  
AT 8:30 A.M.

Call to Order: The meeting was called to order by Commissioner Scott Fetchenhier. Present were Commissioners Pete Maisel and Austin Lashley via Zoom, and Attorney Dennis Golbright and Administrator William Tookey.

Payment of Bills: Commissioner Maisel moved to authorize payment of the warrants as presented. Commissioner Lashley seconded the motion. The motion passed unanimously.

Minutes: Commissioner Fetchenhier moved to approve the minutes of November 24, 2025. Commissioner Maisel seconded the motion. The motion passed unanimously.

Road Supervisor Rusty Melcher was present to provide the Commissioners with his monthly reports. Supervisor Melcher also discussed improvements to CR 22A. A work session will be scheduled to discuss CR 22A.

Kelly Conde of the Wilderness Land Trust was present via Zoom to request a Letter of Support for the acquisition of the Pearson claims near Tower Mountain and within and around the Handies Peak Wilderness Study Area and the Red Cloud Peak Wilderness Study Area. Upon completion of her presentation Commissioner Fetchenhier moved to provide a letter of support from San Juan County. Commissioner Maisel seconded the motion. The motion passed unanimously.

Brandy Logan from the Department of Natural Resources and Katie Birch from the Colorado Parks and Wildlife were present via Zoom to inform the Commissioners on the recommended 2026 Instream Flows for the Pando Creek and Mill Creek located within San Juan County. It was the consensus of the Commissioners to provide a letter in support of the proposed Instream Flow Rates for Pando Creek and Mill Creek as presented.

Commissioner Fetchenhier moved to Approve the 2026 Meeting and Holiday Schedules. Commissioner Maisel seconded the motion. The motion passed unanimously.

Commissioner Fetchenhier moved to approve the 2026 Governmental Service Agreement. Commissioner Maisel seconded the motion. The motion passed unanimously.

Commissioner Maisel moved to approve the 2026 Law Enforcement Contract. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

The Communications Liaison Job Description was provided to the Commissioners for their review and comment.

The Sales Tax Report was provided to the Commissioners for their review.

The Treasurers Monthly Report was presented to the Commissioners for their review.

Bill Stucky, Komatsu Global Environmental Director was present via Zoom to provide the Commissioners with an update on the Lead Carbonate Mill Improvement Permit application. Commissioner Fetchenhier moved to continue the Public Hearing to a future date. Commissioner Maisel seconded the motion. The motion passed unanimously.

The Proposed 2026 Budget was presented to the Commissioners for the consideration.

Commissioner Maisel moved to approve Resolution 2025-06 A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The County Of San Juan, Colorado, For The Calendar Year Beginning On The First Day Of January 2026, And Ending On The Last Day Of December 2026. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

Commissioner Maisel moved to approve Resolution 2025-07 A Resolution Levying General Property Taxes For The Year 2026, To Help Defray The Costs Of Government For The County Of San Juan, Colorado, For The 2026 Budget Year. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

Commissioner Fetchenhier moved to approve Resolution 2025-08 A Resolution Appropriating Sums Of Money To The Various Funds And Spending Agencies, In The Amount And For The Purpose As Set Forth Below, For The County Of San Juan, Colorado, For The 2026 Budget Year. Commissioner Maisel seconded the motion. The motion passed unanimously.

Commissioner Maisel moved to Certify the Mill Levies and Revenues for 2026 as follows:

#### MILL LEVIES

	Assessed Valuation	Mill Levy	Revenue
<b>SAN JUAN COUNTY</b>			
General Fund	86,600,215.00	19.000	1,645,404
Road & Bridge	86,600,215.00	0.350	30,310
Social Services	86,600,215.00	0.291	25,201
Temporary Reduction	86,600,215.00	-0.837	-72,484
Refunds/Abatements	86,600,215.00	0.197	17,060
TOTAL	86,600,215.00	19.001	1,645,491
<b>SCHOOL DISTRICT</b>			
Mill Levy per HB20-1418	90,348,306.00	15.009	1,356,038
Hold Harmless	90,348,306.00	0.219	19,786
Authorized Override	90,348,306.00	0.000	0
Abatement	90,348,306.00	0.150	13,552
Bond Redemption	90,348,306.00	1.250	112,935
TOTAL	90,348,306.00	16.628	1,502,312
<b>TOWN OF SILVERTON</b>			
General Operating	52,141,440.00	10.560	550,614
Temporary Reduction	52,141,440.00	-0.783	-40,827
Refunds/Abatements	52,141,440.00	0.000	0
TOTAL	52,141,440.00	9.777	509,787

<b>SOUTHWEST WATER</b>			
General Operating	86,600,215.00	0.407	35,246
Temporary Reduction	86,600,215.00	-0.051	-4,417
Refunds/Abatements	86,600,215.00	0.000	0
TOTAL	86,600,215.00	0.356	30,830
<b>DURANGO FIRE PROTECTION</b>			
General Operating	12,559,231.00	12.650	158,874
Bond	0.00	0.000	0
Temporary Reduction	12,559,231.00	-0.920	-11,554
Refunds/Abatements	0.00	0.000	0
TOTAL	12,559,231.00	11.730	147,320

Social Services Director Martha Johnson was present to provide the Commissioners with an update on Social Services including the uncertainty of the State Districting and Shared Services proposals.

Commissioner Fetchenhier moved to approve Transmittal #10 in the amount of \$11,636.24.  
Commissioner Maisel seconded the motion. The motion passed unanimously.

Having no other business, the Commissioners meeting was adjourned at 12:13 P.M.

The Board of Health convened at 1:30 P.M. for a training session with Public Health Director Becky Joyce.







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Anne Chase  
Executive Director  
achase@silverton.co.us

1/12/2026

Dear San Juan County Commissioners,

Attached you will find nine declarations of affordability covenants for the following properties: Lot 15R, 16A, 16B, 16C, 16D, 17A, 17B, 17C, and 17D of the Anvil Mountain Subdivision. These properties make up the Anvil Townhomes, an affordable housing development owned by Anvil Townhomes LLC, a single-purpose entity of the Silverton Housing Authority.

The declaration is an agreement made between San Juan County, Anvil Townhomes LLC, and the Silverton Housing Authority to govern the sale and use of the properties. Below, I've provided a "cliff notes" version of the declarations, covering the key provisions.

1. Prioritization between existing covenants / deed restrictions and the new covenants.
2. Limiting the sale to qualified buyers earning specific levels of the San Juan County Area Median Income.
3. Sets a term of perpetuity, unless certain circumstances arise.
4. Sets an appreciation cap of 1% annually compounding.
5. Establishes an Option to Purchase for the Silverton Housing Authority, or its successor, in instances of foreclosure.
6. Grants San Juan County enforcement rights in the instance the Housing Authority ceases to exist.
7. Prohibits rentals shorter than six months, and the Housing Authority must approve / monitor rental agreements & terms.

The Silverton Housing Authority accepted all revisions from the San Jaun County attorney, which are incorporated into the final drafts. One buyer is under contract, three applicants are in the queue, and five home remain available. Together, with your generous donation of the land for this project, we are making real progress in housing stability and community sustainability.

Sincerely,



**After recording, return to:**  
Silverton Housing Authority  
P.O. Box 250  
Silverton, CO 81433

## **DECLARATION OF AFFORDABILITY COVENANTS**

THIS Declaration of Affordability Covenants ("Declaration") is made by and between ANVIL TOWNHOMES LLC (together with their heirs, successors and assigns, "Owner"), the SILVERTON HOUSING AUTHORITY, a body corporate and politic (together with its successors and assigns ("Program Manager"), and SAN JUAN COUNTY, COLORADO ("the County") as of this 14<sup>th</sup> day of January, 2026 ("Effective Date").

### **RECITALS**

**WHEREAS**, the Program Manager is a body corporate and politic of the State of Colorado organized for a particular purpose, including providing ownership opportunities for low- and moderate-income people; and

**WHEREAS**, the Program Manager operates a program to preserve affordable ownership opportunities through the stewardship of homes whose owners, at the time of purchase, have agreed to accept title subject to certain covenants, conditions, and restrictions in exchange for a reduced or subsidized purchase price ("Program"); and

**WHEREAS**, the purpose of this Declaration is to include the real property and improvements located at 701 Martha Rose Street, Unit D, Silverton, Colorado, and legally described on Exhibit A ("Home") in the Program. Consistent with the Program, the Declaration includes terms that affect the use and resale price of the Home and are designed to ensure the Home continues to be affordable to low- and moderate-income households over an extended period and through a succession of owners and that limit the proceeds the Owner may receive from a sale of the Home; and

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

**WHEREAS**, the 2017 Restrictive Covenants shall remain in full force and effect, but to the extent this Declaration conflicts with any previously recorded restrictions of the 2017 Restrictive Covenants, this Declaration shall prevail; and

**WHEREAS**, on or about August 13, 2020, San Juan County executed the San Juan County Use Covenant and Regulatory Agreement, Anvil Mountain Subdivision, San Juan County, Colorado (the "2020 Deed Restriction") which placed further restrictions on the properties in Anvil Mountain Subdivision. The 2020 Deed Restriction was recorded in the San Juan County Clerk and

Recording office as Reception No. 152950; and

**WHEREAS**, the Housing Authority of the Town of Silverton and San Juan County intend for this Declaration to replace and supersede, in its entirety, the 2020 Deed Restriction.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants set forth herein, the Owner, Program Manager, and County agree to create, declare, represent, restrict and covenant as follows:

**ARTICLE 1**  
**SUBMISSION OF REAL ESTATE; DEFINED TERMS**

1.1. Submission of Real Estate. By signing this Declaration, the Owner submits the Home to the covenants, conditions, and restrictions of this Declaration for the benefit of the Program Manager. The Program Manager may enforce this Declaration.

1.2. Excess Proceeds.

a. The Owner recognizes that it would be contrary to the purposes of this Declaration if the Owner could receive more than the Maximum Resale Price as the result of an eminent domain proceeding, foreclosure, or other transfer of the Home. It would also be contrary to the purposes of this Declaration if the Owner could receive financial benefit by violating Section 2.3. Therefore, the Owner irrevocably assigns to Program Manager all net proceeds of any sale, eminent domain proceeding, foreclosure, lease, refinancing, or other transfer of the Home that would otherwise have been payable to the Owner after satisfaction of all Permitted Mortgages and that exceed the amount of proceeds that the Owner would have received if the property had been sold only for the Maximum Resale Price, [leased only in accordance with Section 8.2,] refinanced only in accordance with ARTICLE 7, or used only in accordance with Section 2.3 ("Excess Proceeds"). The Program Mortgage will secure the payment of any Excess Proceeds. Any party conducting any sale or eminent domain proceeding, foreclosure, refinancing, or other transfer, shall pay Excess Proceeds directly to Program Manager. If Excess Proceeds are paid to Owner, Owner shall promptly pay such amount to Program Manager.

b. In addition to the lien of the Program Mortgage, the Program Manager shall have, and the Owner hereby grants and consents to, a lien upon the Home for any Excess Proceeds. Such lien shall be prior to all other liens and encumbrances on the Home except (i) liens and encumbrances recorded before the recording of this Declaration, (ii) Permitted Mortgages; and (iii) liens for real property taxes and other governmental assessments or charges against the Home. For the avoidance of doubt, Owner's assignment to Program Manager of Excess Proceeds in Section 1.3(a), and the Program Manager's right to enforce collection of Excess Proceeds through foreclosure of its lien under the Program Mortgage and this Section 1.3(b), is subordinate in all respects to the lien of any Permitted Mortgage.

1.3. Term. This Declaration shall remain in effect in perpetuity after the Effective Date ("Term"), unless terminated earlier by any of the following:

a. foreclosure of a Permitted Mortgage and expiration of the Program Manager's Purchase Option.

1.4. Covenants Run with the Land. The Owner intends, declares, and covenants: (a) that this Declaration, including all restrictions, rights, and covenants contained in this Declaration, are covenants running with the land, encumbering the Home for the Term, and bind the Owner and the Owner's successors in title and assigns; (b) are not merely personal covenants of the Owner; and (c) inure to the benefit of and be enforceable by the Program Manager and its successors and assigns for the Term. Because the Declaration runs with the land, it will encumber the Home for the Term and bind the Owner's successors in title and assigns regardless of whether successors in title and assigns agree in writing to be bound by the Declaration or execute a new Declaration at the time of sale.

1.5. State and Local Laws. The Home is subject to the Code and the Program Guidelines, including any amendments thereto if the amendments do not have a materially adverse effect on the interests of the Owner.

1.6. Defined Terms. The following terms are defined as follows:

a. "Appraisal": A fair market valuation of the Home performed by a licensed appraiser, conducted by analysis and comparison of comparable properties, disregarding all the restrictions of this Declaration.

b. "Capital Improvements": Any improvements that change the number of bedrooms or the footprint, square-footage, or height of the house, or increase or decrease the number of structures on the Property, or any other improvement the cost of which would exceed \$5,000.

c. "Capital Improvements Credit": A monetary credit for the value added by Capital Improvements.

d. "Default": Any violation of the terms of this Declaration or the Program Mortgage unless the violation has been cured.

e. "Election Period": 90 days after the Program Manager receives the Notice of Offer.

f. "Eligible Buyer": A person or household:

i. (i) whose household gross income does not exceed 80% of the median household income for San Juan County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development ("HUD") or any successor ("AMI Eligibility Threshold");

ii. who has completed a homeownership counseling program certified by HUD approved by Program Manager.

g. "Foreclosure Action": A foreclosure sale, a deed in lieu of foreclosure, or any other right or remedy exercised by a Mortgagee that results in the Owner no longer having title to the Home.

h. "Increase in Market Value of the Home": The fair market value of the Home as determined by the Appraisal minus the Initial Market Value.

- i. “Ineligible Buyer”: A person or household, or a person and his or her spouse, not meeting the requirements of an Eligible Buyer.
- j. “Intent-to-Sell Notice”: The Owner’s notification to the Program Manager that the Owner wishes to sell the Home.
- k. “Maximum Resale Price”: The maximum price for which the Owner can sell the Home.
- l. “Mortgagee”: The holder of any mortgage, deed of trust, or other encumbrance on the Home.
- m. “Notice of Exercise of Option”: A notice from the Program Manager to the Owner and any Permitted Mortgagee informing the Owner and Permitted Mortgagee that the Program Manager intends to exercise its Purchase Option.
- n. “Notice of Intent to Purchase”: A notice from the Program Manager to the Owner informing the Owner of the Program Manager’s intent to exercise the Program Manager’s right of first refusal to purchase the Home.
- o. “Option Trigger Event”: Any of the following events:
  - i. the Program Manager’s receipt of an Intent-to-Sell Notice;
  - ii. the Program Manager’s receipt of notice of a Foreclosure Action;
  - iii. any sale or transfer resulting from a Foreclosure Action; or
  - iv. a Default by the Owner.
- p. “Original Purchase Price”: The total price paid for the Home by the Owner.
- q. “Permitted Mortgage”: A loan secured by a security interest in the Home, for which the Owner has obtained the written permission of the Program Manager, together with any later modifications.
- r. “Permitted Mortgagee”: The lender shown on the security instrument securing a Permitted Mortgage, its assignees, and the owner of such Permitted Mortgage.
- s. “Program Mortgage”: The deed of trust executed by the Owner in favor of the Program Manager, dated and recorded the same date as this Declaration, to secure the Owner’s monetary and non-monetary obligations under this Declaration.
- t. “Purchase Option”: The Program Manager’s option to purchase the Home at the Maximum Resale Price.
- u. “Resale Fee”: The fee that the Owner pays to the Program Manager upon resale of the Home to compensate the Program Manager for performing certain of its obligations under this Declaration.

v. “Unpaid Amounts”: Any amounts, including any interest, due under this Declaration to Program Manager that remain unpaid when the Home is sold.

## **ARTICLE 2 USE OF HOME**

2.1. Primary Residence. The Owner shall use the Home as Owner’s principal place of residence and occupy the Home for at least eight months of each year. The Owner may use the Home, and allow others to use the Home, only for residential purposes and any activities related to residential use that are permitted by local zoning laws.

2.2. Use. The Owner must use the Home in a way that will not cause harm to others or create any public nuisance and must maintain the Home in good working order, in a safe, sound, and habitable condition, and in full compliance with all laws and regulations. The Owner shall comply, and cause the Home and all occupants to comply, with all declarations, easements, Permitted Mortgages, and other documentation recorded against the Home. If the requirements of any recorded documents are inconsistent with the requirements of this Declaration, the Owner shall comply, and shall cause the Home and all occupants to comply, with the stricter requirement.

2.3. Lease, Sale, Transfer, Encumbrance. The Owner shall not grant, sell, assign, convey, or transfer any interest in the Home, including a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, limited estate, leasehold estate, tenancy, easement, mortgage, deed, lien, security interest, or other encumbrance except in accordance with this Declaration.

2.4. Short Term Rentals. Any rental of a residential dwelling unit or any room therein for lease for a term of less than six (6) consecutive months is strictly prohibited and shall result in a default pursuant to Section 9.2 herein.

## **ARTICLE 3 ROLE OF PROGRAM MANAGER**

3.1. Annual Meetings. The Program Manager may conduct annual meetings with the Owner in the offices of the Program Manager or in the Home or some other mutually convenient location (or via mutually convenient electronic means) to obtain occupancy certifications, confirm insurance renewals, collect proof that taxes and assessments have been paid, and address any other Program requirements. The Owner shall cooperate with the Program Manager in scheduling and attending these meetings and provide Program Manager with the requested information. The Program Manager may opt to request such information from the Owner by phone, mail, email, or some other method instead of conducting an in-person (or electronically facilitated) meeting.

3.2. Inspections. The Program Manager or its agent may inspect any exterior part of the Home at any reasonable time after notifying the Owner at least 5 days before the inspection. In addition, if the Program Manager has received an Intent-to-Sell Notice, then the Program Manager or its agent may inspect the interior and exterior of the Home to determine its condition prior to the sale. The Owner shall cooperate with the Program Manager’s efforts to schedule and conduct the inspection, and if negative property conditions are identified, the Program Manager or its agent has the right to re-inspect the Home until they are resolved.

3.3. Escrow. If a Permitted Mortgagee declines to escrow funds from the Owner for taxes, assessments, and insurance, the Program Manager may escrow these funds, and the Owner shall cooperate with the Program Manager in setting up the escrow.

3.4. Capital Improvements. If the Owner wishes to make Capital Improvements, the Program Manager will work with the Owner as provided in ARTICLE 5.

3.5. Financings or Transfers. If the Owner wishes to finance or otherwise transfer the Home, the Program Manager will work with the Owner as provided in ARTICLE 7 or ARTICLE 8.

3.6. Successors and Assigns. The Program Manager, upon consent from the County, may designate a successor or assign to its rights and obligations under this Declaration if such successor or assign is a governmental body, governmental agency, or non-profit entity with a charitable purpose consistent with the Program. For clarity, the Program Manager may contract with a for-profit person or entity to assist Program Manager in running the Program, but the Program Manager itself cannot be a for-profit person or entity. In the event that the Silverton Housing Authority or an allowed successor or assign ceases to exist for any reason or fails to adequately perform the duties set forth in these Covenants, the County may elect to become the successor-in-interest to Silverton Housing Authority (The Program Manager) under this Declaration. A written notice of such election and the reasons therefore shall be provided to the Program Manager. The parties hereto consent to an expedited judicial proceeding if such election is contested. If not contested or upon judicial confirmation of said election, the County shall record notice of the election and the effective date.

3.7. Nonliability of Program Manager. The relationship between Owner and Program Manager is solely that of an Owner and a program administrator. The Program Manager has no responsibility or duty to the Owner to select, review, inspect, supervise, pass judgment on, or inform the Owner of the quality, adequacy, or suitability of the Home or any other matter. The Program Manager does not owe a duty of care to protect the Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home. Instead, the Owner has made his or her own investigation of these matters and hired home inspectors and other professionals to assist this investigation to the extent the Owner deemed necessary. Neither Owner nor Owner's heirs, successors, or assigns may ever claim, have, or assert any right or action against the Program Manager or the County for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the Program Manager harmless from any liability, loss, or damage for these things.

#### **ARTICLE 4 DECLARATION FEES; TAXES AND ASSESSMENTS**

4.1. Resale Fee. To compensate the Program Manager for performing its obligations under this Declaration, the Owner shall pay to the Program Manager upon a resale of the Home a Resale Fee of 1.5% of the gross sale price of the Home. The Owner's obligation to pay Program Manager any amounts under this Declaration is subordinate in all respects to any Permitted Mortgagee's right to receive payment of all amounts secured by a Permitted Mortgage. The Owner and the Program Manager shall execute other documents for a Permitted Mortgagee to prioritize payment of the amounts owed to it, and they will not execute any document that contradicts such priority.



4.2. Taxes and Assessments. The Owner shall pay when due all taxes and governmental and Owner association assessments unless taxes and assessments are escrowed and paid by a Permitted Mortgagee, in which case the Permitted Mortgagee will direct payment.

4.3. Program Manager May Pay Taxes. If the Owner or its Permitted Mortgagee fails to pay the taxes or assessments, the Program Manager may pay such taxes or assessments on the Owner's behalf at the sole and absolute discretion of the Program Manager. The Owner shall reimburse the Program Manager for any amounts paid by the Program Manager to cover taxes or assessments promptly upon demand by the Program Manager.

4.4. Interest. If the Program Manager has not received any amounts due under this Declaration on or before the due date, the Program Manager may require the Owner to pay interest on the unpaid amount from the due date through and including the date when payment is received at a rate not to exceed 10% per annum. Such interest is an additional Program Fee, and the Owner shall pay it to the Program Manager upon demand and shall be in addition to any other remedies the Program Manager is entitled to hereunder or at law.

## **ARTICLE 5 IMPROVEMENTS TO THE HOME**

5.1. Home Improvements. The Owner shall not make any Capital Improvements to the Home without the prior written consent of the Program Manager, which the Program Manager may withhold in its discretion. The Owner may make other improvements to the Home without the consent of the Program Manager if such improvements are constructed in a professional manner and all applicable laws and regulations. This Section 5.1 does not apply if the Home is damaged or destroyed following a casualty.

5.2. Consent from Program Manager. For any proposed Capital Improvements, the Owner shall submit a written request to the Program Manager. The Program Manager may request information from the Owner, including drawings, a list of materials, and the name of the proposed contractors. If the Owner would like to receive Capital Improvements Credit, the Owner must include a statement requesting the Program Manager to permit such a credit. The Program Manager shall inform the Owner of its decision to grant or withhold consent to the proposed Capital Improvements, as well as its decision to grant or withhold consent to any requested Capital Improvements Credit. If the Program Manager consents to a requested Capital Improvements Credit, the Program Manager shall also inform the Owner of the value attributed to the Capital Improvements or the method to determine their value at resale, including application of depreciation rates, which may result in a Capital Improvements Credit less than the actual cost of the Capital Improvements.

5.3. Building Permits and Inspections. Before commencing construction of any Capital Improvements, the Owner shall provide the Program Manager with copies of all necessary building permits. The Program Manager may inspect the Capital Improvements while under construction and after completion to confirm consistency with the information presented in Section 5.2, and may adjust the Capital Improvements Credit to account for any inconsistency. Any inspection and identification of inconsistencies by the Program Manager are only for the Program Manager's benefit.

5.4. Liens. The Owner shall not permit any statutory or similar lien to be filed against the Home which remains more than thirty days. The Owner shall take action to discharge a lien, whether by payment, deposit, bond, court order, or other means permitted by law. If the Owner fails to discharge the lien within the thirty-day period, then the Owner shall immediately notify the Program Manager. The Program Manager shall have the right to discharge the lien. The Owner may, at Owner's expense, contest the validity of the lien if the Owner has furnished a bond or other acceptable surety in an amount sufficient to release the Home from the lien. The Owner shall reimburse the Program Manager for any amounts paid by the Program Manager upon the Program Manager's written demand.

## **ARTICLE 6**

### **INSURANCE, DAMAGE OR DESTRUCTION, TAKING FOR PUBLIC USE**

6.1. Insurance. The Owner shall, at the Owner's expense, keep the Home continuously insured against physical loss with a coverage limit equal to the estimated full replacement cost of the Home. The insurance policy must satisfy all requirements of the Program Mortgage and any Permitted Mortgage. The Owner shall deliver certificates of insurance to Program Manager prior to the purchase of the Home and upon the Program Manager's request thereafter. Whenever the Permitted Mortgagee has the capability of escrowing funds from the Owner for the payment of insurance premiums, the Owner shall establish such an escrow.

6.2. Damage or Destruction. If a fire or other damage occurs to the Home, the Owner shall take all steps necessary to repair the damage and restore the Home to its condition prior to the damage. The Owner shall complete all repairs and restoration as promptly as possible. The Owner shall also promptly take all steps necessary to assure that the damaged Home does not constitute a danger to persons or property. The Owner's obligations to repair and restore the Home are the same in a case of insufficient insurance proceeds as in a case of excess insurance proceeds. In either case, the Owner must still repair and restore the Home, obtain additional funds (in the case of insufficient insurance proceeds) or, if permitted by the terms of the policy and the terms of any Permitted Mortgage, retain excess funds (in the case of excess insurance proceeds). If repair and restoration are not feasible, the Owner shall provide reasonably acceptable documentation to the Program Manager, and in such case the Owner will be excused from repairing and restoring the Home. However, the Owner shall use available insurance proceeds to pay off any Permitted Mortgage and any other lien on the Home. In any event, if the terms of a Permitted Mortgage conflict with this Section 6.2, the terms of the Permitted Mortgage will control.

6.3. Condemnation.

a. If all of the Home is taken by eminent domain or otherwise for public purposes, or if so much of the Home is taken that the Home is lost or damaged beyond repair, this Declaration shall terminate as of the date when Owner is required to give up possession of the Home. However, the Owner shall pay any Excess Proceeds arising from eminent domain or other public use proceedings to the Program Manager.

b. If a taking of a portion of the Home results in damage to the Home that can reasonably be restored to a residential use, then this Declaration will remain in full force and effect, and the damage shall be treated as damage is treated in Section 6.2.

## **ARTICLE 7 FINANCING**

### **7.1. Mortgages.**

a. The Owner may only grant a lien or security interest, including a deed of trust on the Home (either at the time of purchase of the Home or after purchasing the Home to refinance an existing Permitted Mortgage or to finance home repairs) or encumber the Home in any other way after obtaining the written permission of the Program Manager. Any Permitted Mortgage or other lien, security interest, or other encumbrance will be subject to this Declaration.

b. The Program Manager will not permit a loan if the loan increases the Owner's total mortgage debt to an amount greater than 95% of the then-current Maximum Resale Price, or if any Permitted Mortgagee has not provided written consent to the loan, or if the terms of the transaction otherwise adversely affect the interests of either the Owner, Permitted Mortgagee, or Program Manager.

c. The Program Manager may require the Owner to submit, in writing, certain information about the proposed terms and conditions of the loan at least thirty days prior to the expected closing of the loan.

**7.2. Property Assessed Clean Energy.** Property Assessed Clean Energy ("PACE") financing in connection with the Home is prohibited.

### **7.3. Remedies by Mortgagees.**

a. If any Mortgagee conducts a Foreclosure Action, this Declaration will continue to encumber the Home as follows:

i. With respect to any Mortgagee who is also a Permitted Mortgagee, this Declaration shall survive until expiration of the Purchase Option. If the Program Manager exercises the Purchase Option, completes purchase of the Home, and satisfies the amounts owed under the Permitted Mortgage, this Declaration will continue in full force and effect. If the Program Manager fails to exercise the Purchase Option, or exercises the Purchase Option but fails to complete the purchase within the ninety-day period, or fails to satisfy the amounts owed under the Permitted Mortgage, then this Declaration will terminate and be of no further force and effect, and the Program Manager shall cooperate with the Permitted Mortgagee or transferee at the Foreclosure Action to record a termination and release.

ii. With respect to any Mortgagee who is not a Permitted Mortgagee, this Declaration will apply to the transfer of the Home resulting from the Foreclosure Action, and all other provisions of this Declaration will continue to encumber the Home and will bind the grantee receiving the Home by virtue of the Foreclosure Action.

b. The Owner authorizes any Mortgagee to provide the Program Manager with any information requested by the Program Manager with respect to the obligations secured by a Mortgage, including the original or maximum principal amount of the loan, the interest rate and other terms governing repayment, payment history, including any history of delinquent payments,

current payments of principal, interest, and late fees due or delinquent, and the amount of total obligations currently secured by the Mortgage.

c. Nothing in this Declaration constitutes a promise or guarantee by the Program Manager that the Mortgagee will actually receive the amount to satisfy its Mortgage, the Maximum Resale Price, or any other price for the Home, or impairs the rights and remedies of the Mortgagee in the event of a deficiency.

## **ARTICLE 8 TRANSFERS**

8.1. Transfers Generally. The Owner may transfer the Home only as permitted by this ARTICLE 8 (and, in the event of a Foreclosure Action, Section 7.4). Any purported transfer that does not follow the procedures below (or in the event of a Foreclosure Action, the procedures of Section 7.4) will be null and void.

8.2. Leasing. The Owner shall not lease or rent any portion of the Home except as allowed under the terms of any Permitted Mortgage and with the written permission of Program Manager. The Program Manager may withhold such consent to further the purposes of this Declaration. For any lease proposed by the Owner:

a. the lease must be in writing with a proposed form approved by the Program Manager in advance;

b. the lease term cannot be shorter than six months;

c. the lease must subject to the terms of this Declaration;

d. the tenant must satisfy current income requirements for Eligible Buyers;

e. the rent may not exceed the amount necessary to cover Owner's obligations to any Permitted Mortgagee, along with payment of taxes, assessments, and insurance, or the maximum permitted rent as determined by the Program Manager, whichever is less.

f. the Owner shall provide a fully executed copy of the lease to Program Manager promptly after execution.

8.3. Relatives.

a. Subject to the requirements of subsection (b) below, and if the Owner has obtained the written permission of any Permitted Mortgagee, the Owner may transfer the Home, or an interest in the Home, without monetary consideration, as follows:

i. to the spouse of the Owner who, by virtue of the transfer, becomes a co-owner of the Home with the Owner;

ii. to the child or children of the Owner if such child or children qualify as Eligible Buyers;

- iii. between spouses as part of a marriage dissolution proceeding; or
- iv. by the Owner into an inter vivos trust in which the Owner is the beneficiary.

b. Before proceeding with a transfer under this Section 8.3, the Owner shall give the Program Manager at least thirty-days' prior written notice, promptly provide the Program Manager with documentation requested by the Program Manager, and obtain the Program Manager's written confirmation that the transfer qualifies as a permitted transfer under subsection (a).

c. Any transferee permitted under this Section 8.3 will take title subject to this Declaration and shall execute and record such documents as the Program Manager may require.

#### 8.4. Heirs.

a. If the Owner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of the Owner's estate shall notify the Program Manager within ninety days after the date of the death. Upon receiving notice, the Program Manager shall consent to a transfer of the Home to one or more of:

- i. the Owner's spouse;
- ii. the Owner's child or children; or
- iii. members of the Owner's household who have resided in the Home for at least one year immediately prior to Owner's death.

b. Any other heirs, legatees, or devisees of the Owner must demonstrate to Program Manager's satisfaction that they are an Eligible Buyer. If they cannot, they shall not be entitled to possession of the Home but must transfer the Home according to Section 8.5.

c. Any transferee permitted under this Section 8.4 will take title subject to this Declaration and shall execute and record such documents as the Program Manager may require.

8.5. Buyers. If the Owner wishes to sell the Home, the Owner shall deliver an Intent-to-Sell Notice to the Program Manager. Upon delivery of the Intent-to-Sell Notice, the Program Manager shall have one hundred-and-twenty (120) days to either (i) sell the Home to an Eligible Buyer identified according to the Program Guidelines; or (ii) exercise its Purchase Option.

a. If the Purchase Option has expired, or if the Program Manager or its assignee has failed to complete the purchase within the one-hundred-and-twenty-day (120) period, the Owner may sell the Home to any Eligible Buyer for not more than the then-applicable Maximum Resale Price.

b. Resale Fee. The Owner shall pay a Resale Fee to compensate Program Manager for carrying out its responsibilities for the transaction. The amount of the Resale Fee will be 1.5% of the gross sale price.

c. Ineligible Buyers. If the Owner has made diligent efforts to sell the Home for at

least six months after the expiration of the Purchase Option, and the Home still has not been sold, the Owner may then sell the Home for the Maximum Resale Price to an Ineligible Buyer. However, any sale to an Ineligible Buyer is subject to all rights and restrictions contained in this Declaration, and if more than one Ineligible Buyer is ready, willing, and able to purchase the Home, the Owner will give preference to any person or groups of persons identified by the Program Manager as an appropriate household size for the Home earning less than 80% of the AMI Eligibility Threshold.

d. **Program Manager's Power of Attorney.** If the Owner (a) is not then residing in the Home, and (b) has made diligent efforts to sell the Home for at least twelve months after the expiration of the Purchase Option and the Home still has not sold, the Owner hereby appoints the Program Manager as its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Declaration, sell the Home, use the sale proceeds first to satisfy Permitted Mortgages in order of priority, second to pay the Program Manager's costs of sale and any other sums owed the Program Manager by the Owner, and third to pay Owner the remaining proceeds of sale, minus amounts owed to any other secured lien holders.

#### 8.6. Program Manager's Purchase Option.

a. Upon an Option Trigger Event, the Program Manager may purchase the Home at the Maximum Resale Price. When a Foreclosure Action constitutes an Option Trigger Event, the amount of total obligations owed to the Permitted Mortgagee will be calculated as of the date the sale to the Program Manager closes, and no Option Trigger Event occurring after a sale or transfer resulting from a Foreclosure Action will trigger an additional Purchase Option. In the case of a Foreclosure Action where the total obligations secured by the Permitted Mortgage exceed the Maximum Resale Price, the purchase price will be the amount of total obligations under the Permitted Mortgage.

b. If the Program Manager purchases the Home, the Program Manager shall exercise the Purchase Option by delivering a Notice of Exercise of Option within sixty days after the Option Trigger Event, or the Purchase Option will expire with respect to such Option Trigger Event. After giving the Notice of Exercise of Option, the Program Manager may either purchase the Home or may assign the Purchase Option to an Eligible Buyer.

c. The purchase must be completed within ninety days after the Notice of Exercise of Option, or the Purchase Option will expire with respect to such Option Trigger Event. Except as provided in Section 7.4 and except in the case of a Foreclosure Action, the Purchase Option will remain in effect with respect to Option Trigger Events occurring after the subject Option Trigger Event. The time permitted for the completion of the purchase may be extended by mutual agreement of the Program Manager or its assignee and the Owner and, if applicable, the Mortgagee undertaking the Foreclosure Action.

8.7. Right of First Refusal. The Program Manager may give notice to the Owner and any Permitted Mortgagee that the Program Manager has decided to replace the Purchase Option with this Section 8.7, in which case the Program Manager will have a right of first refusal to purchase the Home at the highest documented bona fide third-party offer as follows:

a. If the Owner receives a bona fide third-party offer to purchase the Home that the

Owner is willing to accept, the Owner shall give a Notice of Offer to the Program Manager that includes: (i) the name and address of the prospective purchaser; (ii) the purchase price offered; and (iii) all other terms and conditions of sale. The Program Manager may share such information with the County, and the Program Manager must exercise its right of first refusal within the Election Period by giving the Owner a Notice of Intent to Purchase for the same price and on the same terms as the Notice Offer. However, the purchase price may not exceed the Maximum Resale Price.

b. If the Program Manager exercises the right to purchase the Home, the purchase must be completed within sixty days after the Program Manager gives the Notice of Intent to Purchase.

c. If the Program Manager fails to exercise the right of first refusal within the Election Period, and subject to all other restrictions in the Declaration, the Owner may sell the Home with the transaction described in the Notice of Offer within six months after the Election Period expires but only on terms that are not materially more favorable to the purchaser than those terms described in the Notice of Offer. If the sale is not consummated the six-month period, the Owner's right sell will expire, and this Section 8.7 will apply to any future offer.

d. Any sale or transfer that violates this Section 8.7 will be null and void.

8.8. Maximum Resale Price. Except as permitted in a Foreclosure Action, the Home cannot be sold for a price that exceeds the Maximum Resale Price. The "Maximum Resale Price" equals:

a. the Original Purchase Price plus an annual increase of one percent of the Original Purchase Price compounded annually, plus the Capital Improvements Credit.

8.9. Repairs and Transfer Procedures. The following procedures shall apply to all transfers of the Home pursuant to Sections 8.5 and 8.6. The Owner shall make necessary repairs when he or she transfers the Home as follows:

a. The Owner shall provide in the sales contract with the buyer, through incorporation of Program Manager's current Purchase Agreement Addendum into the sales contract as an exhibit or otherwise, that the buyer shall hire at his or her sole expense an inspector with a current home inspector license to assess the condition of the Home and prepare a written report of the condition ("Inspection Report").

b. The Owner shall provide in the sales contract that the buyer shall provide a copy of the Inspection Report to the Owner and Program Manager within ten days after receiving the Inspection Report.

c. The Owner shall repair specific reported defects or conditions necessary, in the reasonable discretion of the Program Manager, to bring the Home into full compliance with Sections 2.2 and 3.2 before transferring the Home.

d. The Owner shall bear the full cost of the necessary repairs and replacements. However, upon Owner's written request, the Program Manager may allow the Owner to pay all or a portion of the repair costs after transfer from the Owner's proceeds of sale if the Owner cannot

afford to pay such costs prior to the transfer. If the repairs are postponed until after the transfer, either 150% of the unpaid estimated cost of repairs or 100% of the unpaid cost of completed repairs must be withheld from the Owner's proceeds of sale in an escrow account. The Program Manager shall pay documented and verified costs of repair from such account and return any remaining funds to Owner upon completion and full payment of such costs.

e. The Owner shall allow Program Manager, buyer, buyer's inspector, and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.

f. Upon sale or other transfer, the Owner shall either (A) transfer the Home with all originally purchased appliances or replacements in the Home in good working order; or (B) provide the buyer with cash at closing sufficient to purchase comparable new appliances.

g. Deed, Declaration, and Program Mortgage. The Home shall be conveyed by the Owner by special warranty deed conveying marketable title to the Home free from all encumbrances except:

- i. taxes for the then current year as are not due and payable;
- ii. provisions of local building and zoning laws;
- iii. all easements, restrictions, covenants, and agreements of record;
- iv. a Declaration in the form then in use by Program Manager to administer the Program, executed by the transferee and recorded immediately after the conveyance deed, and
- v. a new Program Mortgage in the form then in use by Program Manager to administer the Program.

h. Sales Proceeds. The proceeds of any sale of the Home must be distributed in the following order:

- i. to satisfy Permitted Mortgages in order of priority;
- ii. to pay any Unpaid Amounts;
- iii. to pay taxes, Owner association assessments, and any statutory or municipal fees currently due and payable;
- iv. to pay amounts owed to any other secured lien holders; and
- v. to the Owner.

i. No Guarantee. Nothing in this Declaration constitutes a promise, commitment, or guarantee by the Program Manager to sell or purchase the Home, or that upon resale, the Owner will receive the Maximum Resale Price or any other price for the Home.



## **ARTICLE 9 ENFORCEMENT**

9.1. Monetary Default. If the Owner fails to pay any amounts when due under this Declaration or the Program Mortgage, and the Owner and Permitted Mortgagee fail to cure such default within thirty days after the Program Manager gives written notice to Owner and Permitted Mortgagee, the Owner will be in default under this Declaration.

9.2. Non-Monetary Default. If the Owner fails to abide by any other requirement in this Declaration, the Program Mortgage, or any other document of record encumbering the Home, and such failure is not cured by the Owner or a Permitted Mortgagee within sixty days after the Program Manager gives written notice to the Owner and any Permitted Mortgagee, the Owner will be in default under this Declaration. However, if the Owner or a Permitted Mortgagee begin to cure the default within sixty days and diligently continue to cure but cannot completely cure the default within sixty days, the cure period will be extended for a reasonable amount of time. However, the Owner will not be entitled to cure any violation of Section 5.4, ARTICLE 7, ARTICLE 8, Section 2.3, or Section 9.3, and the Program Manager may exercise its rights and remedies under Section 9.4 for any such violation immediately after giving written notice to the Owner and any Permitted Mortgagee.

9.3. Bankruptcy. If any of the following events occur, the Owner will be in default under this Declaration:

- a. the Home is taken on execution or by other process of law;
- b. any assignment is made by the Owner for the benefit of creditors;
- c. a receiver, trustee in bankruptcy, or other similar officer is appointed to take charge of any substantial part of the Home by a court of competent jurisdiction;
- d. a petition is filed for the reorganization of Owner under any provisions of the Bankruptcy Act; or
- e. the Owner files a petition for reorganization or for arrangements under any the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy, or extend the time for payment of debts.

9.4. Rights and Remedies. If the Owner has defaulted under this Declaration and the default continues beyond any applicable cure period, in addition to all other rights and remedies provided at law or in equity, the Program Manager may take any one or more of the following actions:

- a. enforce this Declaration by appropriate legal proceedings and seek injunctive and other relief;
- b. exercise the Purchase Option;
- c. in the case of a default under Section 9.2 or 9.3, exercise all rights and remedies under the Program Mortgage, including by instituting foreclosure by judicial proceeding or

through the public trustee;

d. in the case of any sale, conveyance, financing, refinancing, or other transfer or occupancy of the Home that violates this Declaration, the Program Manager may seek:

- i. specific performance of this Declaration;
- ii. money damages for Excess Proceeds and Unpaid Amounts;

iii. if the violation is a sale or other conveyance of the Home to an Ineligible Buyer except as permitted in Section 8.5, the Program Manager may locate an Eligible Buyer to purchase or purchase the Home from the Ineligible Buyer on the terms of this Declaration, and a court may order specific performance of the requirement that an Ineligible Buyer shall sell the Home;

iv. to void any contract for sale or any sale, conveyance, or other transfer of the Home in violation of the provisions of this Declaration; and

v. money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Buyer.

e. In addition to these remedies, the Owner shall pay all the Program Manager's fees and expenses (including legal fees) if the Program Manager is successful in any enforcement action against the Owner or Owner's successors or assigns.

f. The Owner for himself, herself, or themselves and his, her, or their successors and assigns, hereby grants to the Program Manager the right to take all actions with respect to the Home that the Program Manager determines to be necessary or appropriate pursuant to applicable law, court order, or with the consent of the Owner to prevent, remedy or abate any violation of this Declaration.

g. All rights and remedies set forth in this Section 9.4 are subordinate to the rights of Permitted Mortgagees.

9.5. Program Manager Default. If the Program Managers fails to abide by any requirement or fulfill any obligation in this Declaration, and such failure is not cured by the Program Manager within sixty days after the Owner gives written notice to the Program Manager, with a copy to the County, the Program Manager will be in default under this Declaration, and the Owner may pursue legal remedies against the Program Manager.

## **ARTICLE 10**

### **NOTICES AND OTHER PROVISIONS**

10.1. Notices. The parties shall give all notices, consents, demands, waivers, or approvals related to this Declaration in writing delivered by: (a) personal delivery, (b) a nationally recognized, next-day courier service, (c) first-class certified mail, postage prepaid, or (d) e-mail. A notice is deemed given on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the fifth business day after its mailing. The parties may change their addresses for notice by

notifying the other parties in the manner provided in this Section 10.1. The parties hereby designate their addresses as follows:

If to Program Manager:       Silverton Housing Authority  
  P.O. Box 250  
  1360 Greene Street  
  Silverton, CO 81433

With a copy to:                 San Juan County  
  P.O. Box 466  
  Silverton, CO 81433  
  Attn: County Administrator

If to Owner:                     To Be Determined  
  P.O. Box \_\_\_\_  
  Silverton, CO 81433

10.2. Severability. The parties acknowledge that if a dispute between the parties arises out of this Declaration or the subject matter of this Declaration, they would want the court to interpret this Declaration as follows:

        a.       with respect to any provision it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

        b.       if an unenforceable provision is modified or disregarded in accordance with this Section 10.2, by holding that the rest of the Declaration will remain in effect as written;

        c.       by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

        d.       if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Declaration, by holding the entire Declaration unenforceable.

10.3. Waiver. No waiver of satisfaction of a condition or non-performance of an obligation under this Declaration will be effective unless it is in writing and signed by the party granting the waiver.

10.4. Entire Agreement. This Declaration constitutes the entire understanding between the parties regarding its subject matter.

10.5. Amendments. Any amendment to this Declaration requires a written agreement of the parties.

10.6. Governing Law. The laws of the state of Colorado, without giving effect to its principles of conflicts of law, govern all adversarial proceedings brought by the parties arising out of this Declaration, whether their claims sound in contract, tort, or otherwise.

*[Signatures appear on the following pages]*

The parties have caused this Declaration to be executed as of the Effective Date.

**OWNER**

ANVIL TOWNHOMES LLC

By: \_\_\_\_\_  
Name: Dayna Kranker  
Title: Chair

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by  
[\_\_\_\_\_].

Witness my hand and official seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*[signatures continue on following page]*

**PROGRAM MANAGER**

SILVERTON HOUSING AUTHORITY

By: \_\_\_\_\_  
Name: Dayna Kranker  
Title: Chair

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Dayna Kranker, as Chair of the Silverton Housing Authority.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY

SAN JUAN COUNTY, COLORADO

By: \_\_\_\_\_  
Name: Commissioner Austin Lashley  
Title: Chairman

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by  
\_\_\_\_\_, as \_\_\_\_\_ of San Juan County, Colorado.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Legal Description of the Home**

LOT 17D, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 2025, UNDER  
RECEPTION NO. 156089, COUNTY OF SAN JUAN, STATE OF COLORADO.





Department of Social Services  
Phone 970-387-5631 \* Fax 970-387-5326  
Martha Johnson, Director  
11/30/2025

Date 12/23/2025  
Transmittal No. 11

Vendor	Date	Num	Amount
La Plata County	11/30/2025	11747	\$ 6,723.67
San Juan County	11/30/2025	11748	\$ 5,278.68
The Law office of Dennis R. Golbricht	11/30/2025	11749	\$ 156.00
<b>TOTAL</b>			<b><u>\$ 12,158.35</u></b>

I, MARTHA JOHNSON, Director of Social Services of San Juan County of Colorado, hereby certify that the payments listed above are available for inspection and have been paid to the payees listed.

  
MARTHA JOHNSON

1-2-2026

I, Austin Lashley, Chairman of the San Juan County Board of Commissioners, hereby certify that the payments as set forth above have this date been approved and warrants in payment thereof issued upon the Social Services Fund.



Austin Lashley

San Juan County Social Services  
**Profit & Loss Budget vs. Actual**  
 January through November 2025

Ordinary Income/Expense	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Jan-Oct 25	Budget
	TOTAL												
Income													
400.001 REVENUE-State Alloc	8,185.25	7,975.61	9,090.29	9,746.24	8,461.11	45,116.20	11,095.20	10,996.20	8,884.53	9,512.57	9,878.91	140,243.11	148,000.00
400.010 Property Tax Current	0.00	134.79	6,436.35	2,049.29	5,844.91	1,086.03	2,528.10	1,098.09	659.40	256.56	494.84	20,590.44	21,349.00
400.020 Specific Ownership tax	129.52	113.38	97.18	110.44	109.38	0.00	256.51	120.64	0.00	0.00	111.51	1,050.54	1,200.00
400.040 Penalties/Int on Tax	0.00	0.00	0.00	1.51	1.04	73.78	4.48	32.34	23.63	0.00	27.28	164.06	150.00
400.100 REVENUE-Family Voice Grant	3,584.12	7,439.16	0.00	0.00	0.00	0.00	3,977.80	1,359.46	0.00	0.00	0.00	16,360.54	0.00
400.145 REVENUE-CSGB Grant	1,331.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,331.63	1,000.00
400.180 REVENUE-EOC	180.00	0.00	0.00	0.00	120.00	0.00	0.00	0.00	0.00	192.86	0.00	462.66	800.00
400.220 REVENUE-Program Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Total Income	13,410.52	15,682.92	15,623.82	11,907.48	14,536.44	47,576.01	17,865.09	13,606.73	9,567.64	9,963.79	10,512.54	180,232.98	173,499.00
Expense													
500.100 EXPENSE-Administration	7,649.25	7,230.09	7,510.54	8,191.55	7,950.53	7,895.85	10,454.10	7,313.59	8,371.34	7,351.37	6,839.49	86,757.70	84,000.00
500.110 EXPENSE-Adult Protectio	0.00	0.00	1,023.76	455.00	0.00	18,575.14	78.00	75.15	0.00	1,573.87	2,975.99	24,756.91	500.00
500.120 EXPENSE-Child Care	49.80	0.00	46.00	0.00	138.90	10,585.05	0.00	149.45	412.97	0.00	61.95	11,445.12	1,500.00
500.130 EXPENSE-Child Support	37.88	73.59	0.00	37.89	39.31	0.00	0.00	0.00	60.49	43.85	0.00	293.01	2,000.00
500.140 EXPENSE-Child Welfare	0.00	0.00	0.00	608.99	0.00	12,500.00	0.00	26.88	0.00	437.02	156.00	13,729.89	30,000.00
500.145 EXPENSE-CSGB Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
500.150 EXPENSE-Colorado Works	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.65	30.65	20,000.00
500.160 EXPENSE-Core Services	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	22,000.00	24,000.00
500.180 EXPENSE-Family Voice Grant	3,584.12	7,439.16	0.00	0.00	0.00	0.00	3,977.80	1,359.46	0.00	0.00	0.00	16,360.54	0.00
500.200 EXPENSE-LEAP	267.67	180.25	166.49	360.17	0.00	0.00	0.00	0.00	0.00	230.13	94.27	1,298.98	5,000.00
Total Expense	13,588.72	16,923.09	10,746.79	11,654.80	10,128.74	51,557.04	16,509.90	10,924.53	10,844.80	11,636.24	12,158.35	176,672.80	168,500.00
Net Income	-178.20	-1,280.17	4,877.03	252.88	4,407.70	-3,981.03	1,355.19	2,682.20	-1,277.16	-1,672.45	-1,645.81	3,560.18	4,999.00



Willy Tookey &lt;admin@sanjuancolorado.us&gt;

## FW: More news from the federal government

2 messages

**Martha Johnson** <MJohnson@lpcgov.org>  
To: Willy Tookey <admin@sanjuancolorado.us>

Thu, Jan 8, 2026 at 7:39 AM

I just sent this to all of my DHS/DSS staff, including Krissy. I will be in and out today and tomorrow because my husband has some medical stuff going on but I will stay as current as I can.

Thank you. Martha

**From:** Martha Johnson

**Sent:** Thursday, January 8, 2026 7:32 AM

**To:** DHS\_10\_Burnett <DHS\_10\_Burnett@lpcgov.org>; Erick Burgos <EBurgos@lpcgov.org>; Kristina John <KJohn@lpcgov.org>

**Subject:** More news from the federal government

Hi, everyone. I am getting really tired of sending emails like this and I know you are all tired of receiving them. But, I will continue to share information with you as I receive it because worrying about unknowns can be worse than dealing with the knowns. (side note: I will be working off and on for the next few days because of some medical stuff going on with my husband. I'll stay as current on this as possible since it is a rapidly-evolving situation.) **\*\*See links lower in this email that will take you to continuously-updated talking points and frequently asked questions (FAQs) from CDHS. This is the most valuable information right now.\*\*** Please send me any questions/concerns. I may not be able to address them right away and I may not have answers, but I don't want any of you to feel alone in this uncertain time.

During the evening of Tuesday, January 6, the Governor's office received three separate letters from the Federal government indicating funding freezes for Temporary Assistance for Needy Families (TANF), Social Services Block Grant (SSBG), and Child Care Development Fund (CCDF) funds to Colorado and a few other states. The letters are attached. TANF funds the basic cash assistance grants to qualifying families as well as our TANF staff time/benefits. SSBG partially funds Child Welfare and Adult Protection services, including placement costs, payments for services, and our staff time/benefits. CCDF funds the Child Care Assistance Program, including paying for childcare for qualifying children and our CCAP staff time/benefits.

I know this sounds very scary and that you are likely worried about your job/paycheck as well as our vulnerable community members. For the month of January, I expect that we will be able to continue as usual while informing our clients of potential major changes ahead. I expect a significant increase in phone calls and other contacts from community members who are scared and worried. **\*\*\*Refer to the talking points linked below for information to share.\*\*\*** We have a strong fund balance (savings account) at the county, which will help maintain staff salaries/benefits while this gets sorted out at the federal level. I can't say if the county or state funds would be able to maintain payments to clients and providers if this goes beyond January – that is unknown and may be very anxiety-provoking for many. The state immediately began and is continuing to conduct a fiscal/legal/communications analysis of the letters. I will be sharing all of this information with our county administration and commissioners, who are strong advocates for us and for the people we serve. They have also already heard from some of our legislators regarding this situation.

I received this at about 7:30pm on Wednesday:

Good Evening County Directors,

Thank you again for your continued partnership and for the thoughtful questions we've received following the recent federal letters. We recognize that these communications can raise both operational and client-level concerns, and we appreciate your patience as we work through the implications together.

I am pleased to provide our **recommended client-facing talking points and frequently asked questions** (PDF) to support consistent messaging across counties. These are intended to help frontline staff respond to client inquiries, or messages to include on websites while we work to gain additional clarification.

We recognize the added complexity this creates during an already demanding time and are grateful for your continued collaboration.

More information will be shared as it becomes available.

-Minna Castillo (Deputy Executive Director of the Colorado Department of Human Services)

Martha Johnson, LCSW

Director

La Plata County Department of Human Services

San Juan County Department of Social Services

10 Burnett Court, 1<sup>st</sup> Floor

Durango, CO 81301

970-382-6146 (phone)

[MJohnson@lpcgov.org](mailto:MJohnson@lpcgov.org)

**Our email addresses have changed. Please update your records [MJohnson@lpcgov.org](mailto:MJohnson@lpcgov.org)**

CAUTION: This email or attachments from the La Plata County Department of Human Services may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient (or authorized to act on behalf of the intended recipient) of this message, you may not disclose, forward, distribute, copy, or use this message or its contents. If you have received this communication in error please notify the sender immediately by return mail and delete the original message from your email system.

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this county-owned email account may be subject to public disclosure.

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### 3 attachments



**CO\_CCDF\_Jan6 final.pdf**  
175K



**CO\_SSBG\_Jan6final.pdf**  
154K



**CO\_TANF\_Jan6final.pdf**  
156K

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**Willy Tookey** <[admin@sanjuancolorado.us](mailto:admin@sanjuancolorado.us)>  
To: Martha Johnson <[MJohnson@lpcgov.org](mailto:MJohnson@lpcgov.org)>

Thu, Jan 8, 2026 at 9:32 AM

Hi Martha,  
Thanks for keeping me in the loop.  
We will keep you and your husband in our prayers.  
Willy

William Tookey  
San Juan County Administrator  
970-387-5766  
[admin@sanjuancolorado.us](mailto:admin@sanjuancolorado.us)  
PO Box 466, Silverton CO 81433

[Quoted text hidden]

ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

Office of the Assistant Secretary | 330 C Street, S.W., Suite 4034  
Washington, DC 20201 | [www.acf.gov](http://www.acf.gov)

January 6, 2026

Governor Jared Polis  
Office of the Governor  
State Capitol Building  
200 E. Colfax Ave., Rm. 136  
Denver, CO 80203

Dear Governor Polis,

The Trump Administration has made clear its commitment to rooting out fraud, protecting taxpayer dollars, and ensuring program integrity across all federal benefit programs. The Administration for Children and Families (ACF) is concerned by the potential for extensive and systemic fraud in Colorado Child Care and Development Fund (CCDF) services that rely on federal funding. These concerns have been heightened by recent federal prosecutions and additional allegations that substantial portions of federal resources were fraudulently diverted away from the American families they were intended to assist. Additionally, ACF has reason to believe that the State of Colorado is illicitly providing illegal aliens with CCDF benefits intended for American citizens and lawful permanent residents.

ACF will be conducting a thorough review of the State's use of funding for compliance and alignment with statutory requirements. ACF is placing the State on temporarily restricted drawdown of CCDF funds until additional fiscal accountability requirements are implemented and necessary information is provided for ACF to complete its review.

Specifically, to facilitate a timely review, ACF requests that the State of Colorado immediately begin implementing additional fiscal accountability requirements to improve compliance with relevant statutes and program regulations. For the CCDF program, the State must always have sufficient fiscal controls and accounting procedures to establish that funds have not been used in violation of the Child Care and Development Block Grant (CCDBG) Act of 1990, as amended (42 U.S.C. §§ 9857 *et seq.*), and the CCDF regulations at 45 C.F.R. Part 98. 45 C.F.R. § 98.67(c)(2). Enhancements of fiscal accountability requirements are clearly necessary to mitigate fraudulent activity. These additional fiscal accountability requirements now requested by ACF must include submission of verified attendance documentation for subsidized child care services to the State prior to further draw down of federal CCDF funding through the Payment Management System (PMS). This verified attendance documentation must, at least, establish: (1) actual units of service delivered (e.g., days, hours, or other units consistent with the Lead Agency's approved payment practices); and (2) contemporaneous payment information maintained by the provider or State. The State must ensure this verified

attendance documentation is sufficient for ACF to determine that the drawdown amount is reasonable, allowable, and allocable.

Until ACF determines that the State has established and implemented these and other internal controls sufficient to ensure that all future drawdown requests are supported by reliable, non-identifiable attendance documentation, the State must report this verified attendance information to ACF in an aggregated, non-identifiable format prior to further drawing down CCDF funding. This information will facilitate ACF's review of the State's compliance with the CCDF program, grant terms, and federal law.

To maintain strong protections for every child involved, the State must aggregate or otherwise de-identify such verifiable attendance documentation so that no personally identifiable information (PII) or identifiable child-level data is disclosed, consistent with the confidentiality protections required under the CCDBG Act. Such information and data include the names of children or parents, Social Security numbers, dates of birth, addresses, and any other information that directly identifies an individual child or family.

CCDF funds shall be temporarily placed on restricted drawdown until these additional fiscal accountability requirements are implemented. ACF must be able to determine that the attendance documentation submitted adequately supports the amount requested, demonstrates that services were delivered to eligible children consistent with the CCDBG Act, and meets all applicable federal fiscal control and accounting requirements.

My staff will coordinate directly with the appropriate state officials to establish a secure reporting method and confirm technical specifications.

The State of Colorado will be placed on this temporary restricted drawdown for all CCDF funds provided by ACF until further notice, pending successful and satisfactory review of the requested information. These additional fiscal accountability requirements may help avoid delayed drawdowns, disallowances, or other corrective actions necessary to further mitigate fraud in the CCDF program.

Thank you for your attention to this critical matter. Please contact my office with any questions or to arrange next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex J. Adams". The signature is fluid and cursive, with the first name "Alex" being the most prominent part.

Alex J. Adams  
Assistant Secretary  
Administration for Children and Families  
U.S. Department of Health and Human Services

CC: Lisa Roy, Executive Director, Colorado Department of Early Childhood



Office of the Assistant Secretary | 330 C Street, S.W., Suite 4034  
Washington, DC 20201 | [www.acf.gov](http://www.acf.gov)

January 6, 2026

Governor Jared Polis  
Office of the Governor  
State Capitol Building  
200 E. Colfax Ave., Rm. 136  
Denver, CO 80203

Dear Governor Polis,

The Trump Administration has made clear its commitment to rooting out fraud, protecting taxpayer dollars, and ensuring program integrity across all federal benefit programs. The Administration for Children and Families (ACF) is concerned by the potential for extensive and systemic fraud in Social Services Block Grant (SSBG) programs that rely on federal funding. These concerns have been heightened by recent federal prosecutions and additional allegations that substantial portions of federal resources were fraudulently diverted away from the American families they were intended to assist. Additionally, ACF has reason to believe that the State of Colorado is illicitly providing illegal aliens with SSBG benefits intended for American citizens and lawful permanent residents.

ACF will be conducting a thorough review of the State's use of funding. As a result, ACF is notifying your office that the State is not authorized to further draw down SSBG without complying with the terms of a temporary restricted draw down until this review is complete.

To aid ACF in a timely review, I am requesting that the State of Colorado provide the complete universe of SSBG administrative data that exist and are in the state's possession for all grantees, their recipients and subrecipients, for all available years and at least 2022 through 2025. This includes recipient name, address, Social Security Number (if collected), date of birth, A-number (as applicable), and any state identification numbers used for program administration. This information is necessary for ACF to conduct a thorough review of program operations and to assess the extent of any irregularities that may have occurred.

ACF also requests documentation demonstrating that the State of Colorado has verified the eligibility, where applicable, of all recipients and subrecipients of SSBG-funded entities in accordance with the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act, 8 U.S.C. §1611, which limits the eligibility of federal public benefits to United States citizens and qualified aliens. This documentation should include the policies,



procedures, system controls, and verification records used by Minnesota to confirm citizenship or qualified alien status during the application and recertification processes.

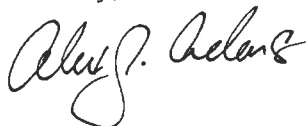
ACF is requesting a comprehensive list of all organizations, subcontractors, service providers, local agencies, community groups, and any other entities that received SSBG funds from the State of Colorado, directly or indirectly, during the period from 2019 through 2025. For each organization, to the extent the information exists and is in the state's possession, I request the amount of SSBG funding provided, the purpose for which the funds were awarded, and documentation describing the state's oversight mechanisms, monitoring activities, and verification processes used to ensure proper use of SSBG dollars.

I request that this information be transmitted to ACF by January 20, 2026. My staff will coordinate directly with the appropriate state officials to establish a secure transfer method and confirm technical specifications.

The State of Colorado will be placed on a temporary restricted drawdown for all SSBG funds provided by ACF until further notice, pending successful and satisfactory review of the requested information.

Thank you for your attention to this critical matter. Please contact my office with any questions or to arrange next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex J. Adams". The signature is fluid and cursive, with the first name "Alex" being the most prominent part.

Alex J. Adams  
Assistant Secretary  
Administration for Children and Families  
U.S. Department of Health and Human Services

CC: Marie De Cambra, Executive Director, Colorado Department of Local Affairs





Office of the Assistant Secretary | 330 C Street, S.W., Suite 4034  
Washington, DC 20201 | [www.acf.gov](http://www.acf.gov)

January 6, 2026

Governor Jared Polis  
Office of the Governor  
State Capitol Building  
200 E. Colfax Ave., Rm. 136  
Denver, CO 80203

Dear Governor Polis,

The Trump Administration has made clear its commitment to rooting out fraud, protecting taxpayer dollars, and ensuring program integrity across all federal benefit programs. The Administration for Children and Families (ACF) is concerned by the potential for extensive and systemic fraud in Temporary Assistance for Needy Families (TANF) services that rely on federal funding. These concerns have been heightened by recent federal prosecutions and additional allegations that substantial portions of federal resources were fraudulently diverted away from the American families they were intended to assist. Additionally, ACF has reason to believe that the State of Colorado is illicitly providing illegal aliens with TANF benefits intended for American citizens and lawful permanent residents.

Effective today, ACF is reviewing Colorado's TANF State Plan for completeness and for program compliance with applicable laws. As a result, ACF is placing the state TANF program on a restricted drawdown in accordance with 2 C.F.R. § 200.339.

To aid ACF in a timely review, I am requesting that the State of Colorado provide the complete universe of TANF administrative data that exist and are in the state's possession for all recipients for all available years, and at least 2022 to 2025. This includes recipient name, address, Social Security Number (if collected), date of birth, A-number (as applicable), and any state identification numbers used for program administration. This information, requested pursuant to 45 C.F.R. § 98.90, is necessary for ACF to conduct a thorough review of program operations and to assess the extent of any irregularities that may have occurred.

ACF also requests documentation demonstrating that the State of Colorado has verified the eligibility of all TANF applicants and recipients in accordance with the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act, 8 U.S.C. § 1611, which limits TANF eligibility to United States citizens and qualified aliens. This documentation should include the policies, procedures, system controls, and verification records used by Colorado to confirm citizenship or qualified alien status during the application and recertification processes.

In addition to individual-level recipient data, ACF is requesting a comprehensive list of all organizations, subcontractors, service providers, local agencies, community groups, and any other entities that received TANF funds from the State of Colorado, directly or indirectly, during the period from 2019 through 2025. For each organization, to the extent the information exists and is in the state's possession, I request the amount of TANF funding provided, the purpose for which the funds were awarded, and documentation describing the State's oversight mechanisms, monitoring activities, and verification processes used to ensure proper use of TANF dollars.

I request that this information be transmitted to ACF by January 20, 2026. My staff will coordinate directly with the appropriate state officials to establish a secure transfer method and confirm technical specifications.

The State of Colorado is placed on a temporary restricted drawdown for all TANF funds provided by ACF until further notice, pending review of the state's current TANF plan for completeness and ACF confirming compliance with applicable laws.

Thank you for your attention to this critical matter. Please contact my office with any questions or to arrange next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex J. Adams". The signature is fluid and cursive, with a large, stylized initial "A".

Alex J. Adams  
Assistant Secretary  
Administration for Children and Families  
U.S. Department of Health and Human Services

CC: Michelle Barnes, Executive Director, Colorado Department of Human Services  
Ian McMahon, Director, Division of Economic and Workforce Support



Willy Tookey &lt;admin@sanjuancolorado.us&gt;

**Federal HHS Funding**

1 message

**Bair, Betsy** <Betsy.Bair@mail.house.gov>  
To: "Bair, Betsy" <Betsy.Bair@mail.house.gov>

Wed, Jan 7, 2026 at 4:38 PM

Dear County Officials,

I am writing to request your immediate input and observations regarding the recent announcement of the U.S. Department of Health and Human Services (HHS) affecting child care and family assistance programs.

On January 6, 2026, HHS announced it had frozen access to Child Care and Development Fund (CCDF), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG).

[HHS Freezes Child Care and Family Assistance Grants in Five States for Fraud Concerns | HHS.gov](#)

Under the freeze, Colorado must now submit justification and documentation before any federal payments are released. HHS has also launched a fraud reporting portal on [childcare.gov](#) to allow reporting of suspected misuse.

We are seeking to understand how this federal action is impacting your county. Please feel free to send any data and documentation to:

[Betsy.bair@mail.house.gov](mailto:Betsy.bair@mail.house.gov); [nick.bayer@mail.house.gov](mailto:nick.bayer@mail.house.gov); [Elizabeth.verrill@mail.house.gov](mailto:Elizabeth.verrill@mail.house.gov); [riley.scott@mail.house.gov](mailto:riley.scott@mail.house.gov); [riley.king1@mail.house.gov](mailto:riley.king1@mail.house.gov)

Understanding these real-world instances at the county level will help inform our office's engagement with federal and state partners, ensure accountability for public funds, and better support families and providers who depend on these critical programs.

Thank you in advance for your input.

Betsy Bair | District Director

Congressman Jeff Hurd (CO-03)

C: 970-902-0824



Betsy Bair | District Director

Congressman Jeff Hurd (CO-03)

C: 970-902-0824





Human Services

**ACCOUNTABILITY · INTEGRITY · RESPECT**

10 Burnett Court, 1<sup>st</sup>  
Floor  
Durango, CO 81301  
970-382-6150

Potential Impacts of the Proposed Federal Funding Freeze regarding  
Temporary Assistance for Needy Families, Child Care and Development Fund, and  
Social Services Block Grant  
January 11, 2026

La Plata County and San Juan County have an intergovernmental agreement to ensure our residents' needs are met by working collaboratively to provide all mandated human services programs. This document addresses potential impacts of the proposed funding freeze that could be experienced by both counties.

Temporary Assistance For Needy Families (TANF)

If the TANF funds are frozen, over 100 La Plata County families with children under age 18 will experience an immediate financial crisis. These low-income families do not have savings accounts or other financial safety nets and they rely on their monthly basic cash assistance payments to meet the cost of essentials such as rent, utilities, and transportation. Additionally, a funding freeze will result in our inability to provide critical support to the Silverton Family Learning Center, potentially leading to the closure of the only licensed childcare provider in San Juan County and the necessary unemployment of up to 12 parents in order to provide appropriate supervision for their young children.

We have 3 full-time staff members who determine eligibility for TANF and provide ongoing case management. A supervisor spends approximately 20% of her time supporting the TANF program, and 10% of common supportive staff and general eligibility determination staff costs are charged to TANF per the approved statewide cost allocation process. If TANF funding is frozen, 3 staff members' positions are at risk as well as our ability to continue to pay 25 other staff members their full salaries.

La Plata County's SFY allocation for TANF is \$1,249,476. Through November 2025, we spent \$507,360 (40.6%) of those funds, which is on track to remain within our allocation throughout the year. \$282,909 of those funds went directly to families and children for basic cash assistance and supportive services. An average of 107 low-income families are assisted through TANF each month, total county population approximately 56,000.

San Juan County's SFY allocation for TANF is \$44,697. Through November 2025, we spent \$3,761 (8.4%) of those funds. \$25,000 of those funds are committed to support the Silverton Family Learning Center (SFLC), which is the only licensed childcare provider in San Juan

County. That reimbursement will be paid to SFLC in January 2026, which will increase our TANF expenditures to approximately 65% of the total allocation. There are currently no families or children receiving direct TANF benefits in San Juan County, total county population approximately 700.

#### Child Care and Development Fund (CCDF)

CCDF is the primary funding source for the Colorado Child Care Assistance Program (CCCAP). If CCDF (CCCAP) funds are frozen, 130 children may immediately lose their access to quality childcare and their parents or other caregivers may need to stop working to provide adequate supervision for their children. This will result in a financial crisis for these families, especially if TANF funds are also frozen so they cannot access that temporary support. Additionally, childcare providers often operate on a very tight financial balance and will be unable to continue to operate when they are receiving partial or no payment. Established childcare providers are likely to close their facilities, exacerbating our existing childcare crisis.

One full-time staff member determines eligibility in the CCCAP program with the support of a ¾-time administrative assistant. A supervisor spends approximately 14% of her time managing this program and 25 staff members are funded at 5% through CCCAP per the approved statewide cost allocation process. If CCDF funding is frozen, 1.75 staff members' positions are at risk as well as our ability to continue to pay 26 other staff members their full salaries.

La Plata County's CCCAP allocation for SFY 2026 is \$1,523,643. Through November 2025, we spent \$419,176 (27.5%) of those funds. \$331,005 of those funds went directly to licensed childcare providers who provided quality childcare to children who met the eligibility requirements. An average of 130 children receive CCCAP support each month. An additional 110 children are eligible for this support each month but our area lacks childcare providers so we are unable to fully meet the needs of eligible children and families.

San Juan County's CCCAP allocation for SFY 2026 is \$8,969. Through November 2025, no children had been determined eligible for CCCAP support in San Juan County.

#### Social Services Block Grant (SSBG)

We receive an average of 37 Adult Protection referrals each month, requiring assessment of the situation and opening an average of 8 referrals each month for investigation and potential intervention to prevent harm to the at-risk adult. We also carry an average of 8 guardianships, providing ongoing case management and monitoring for adults who lack the capacity to self-protect.

We currently have 10 children in out-of-home placements because of ongoing safety concerns in their homes. We receive an average of 100 Child Protection referrals each month, requiring assessment of the situation and opening an average of 38 referrals each month for investigation and possible ongoing case management. Additionally, we provide prevention and support services to approximately 68 children each month, with 9 additional children on a waitlist for these services. Prevention service providers work with children and their families in their homes

to strengthen child safety through increased parenting skills and addressing risk factors such as substance use, mental health challenges, and current and past trauma that may negatively impact their ability to safely parent their children.

SSBG is a small percentage of the overall allocation provided to counties. It provides approximately 5% of the funding for Child Welfare Services and 13% of the funding for Adult Protection Services. With each county's strong fund balance, a short-term freeze would not negatively impact services for children and at-risk adults. If a freeze continued for a long period or if our allocations were permanently decreased, we would see the long-term impacts particularly in Adult Protection, in which we would have to eliminate one caseworker position. This would leave us with a team of 2 caseworkers and a part-time supervisor, which is not adequate to fully assess and monitor the safety of at-risk adults in our communities.

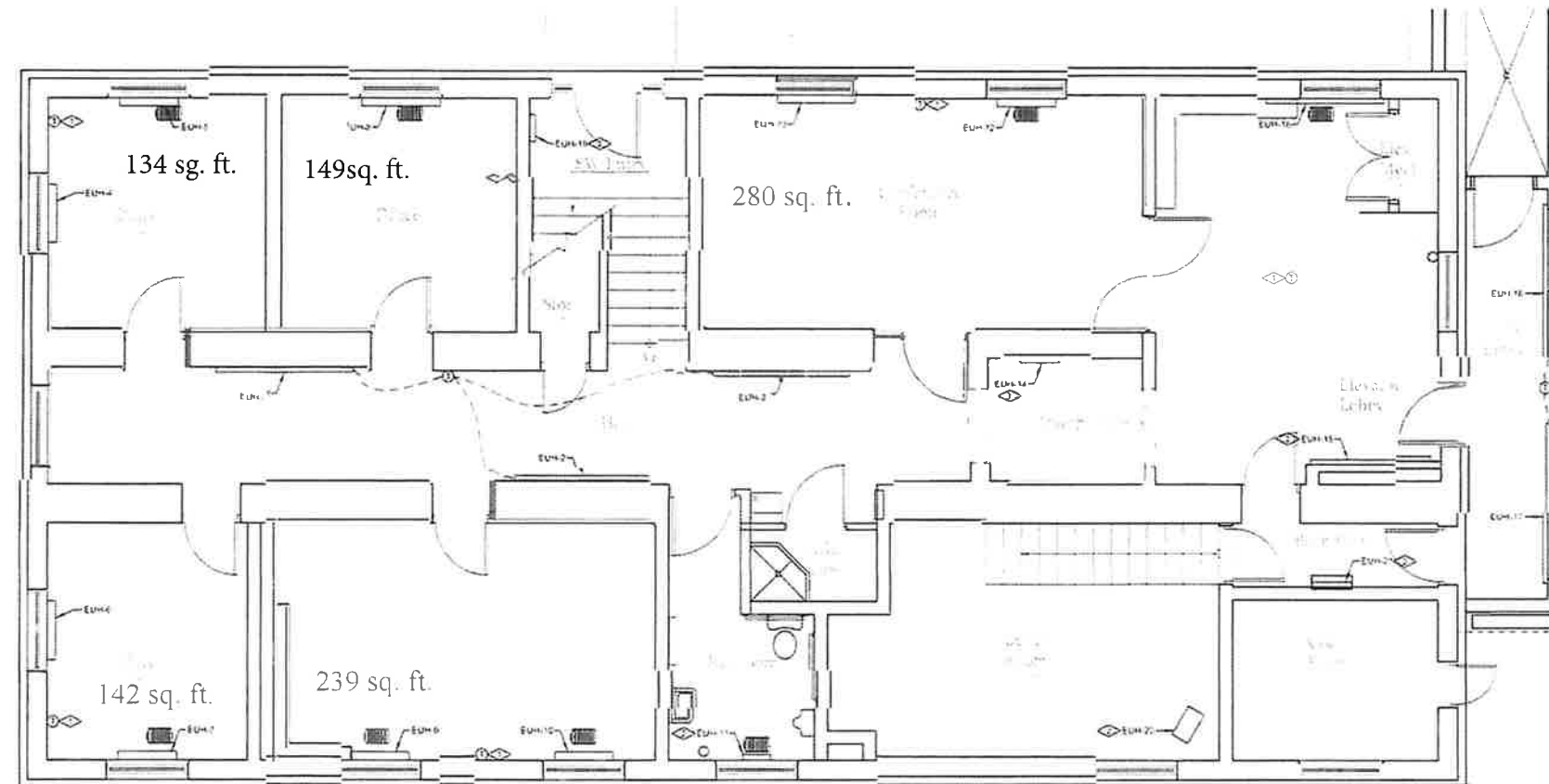
Information provided by  
Martha Johnson, LCSW  
La Plata County Director of Human Services  
San Juan County Director of Social Services  
[mjohnson@lpcgov.org](mailto:mjohnson@lpcgov.org)  
970-382-6146





DRAWINGS IS DIAGNOSTIC IN NATURE. LOCATIONS AND SIZES MAY VARY DURING FIELD COORDINATION & INSTALLATION OF MECHANICAL, PLUMBING & ELECTRICAL. DRAWINGS DO NOT NECESSARILY INDICATE EVERY REQUIRED OFFSET, FITTING, ETC. DRAWINGS ARE NOT TO BE SCALED FOR DIMENSIONS. TAKE ALL DIMENSIONS FROM ARCHITECTURAL DRAWINGS. CERTIFIED EQUIPMENT DRAWINGS AND FROM THE STRUCTURE ITSELF BEFORE FABRICATING ANY WORK. VERIFY ALL SPACE REQUIREMENTS COORDINATING WITH OTHER TRADES, AND INSTALL THE SYSTEMS IN THE SPACE PROVIDED WITHOUT EXTRA CHARGE TO THE OWNER.

1. DUCT DIMENSIONS DO NOT REFLECT ADDITIONAL DIMENSIONS FOR INSULATION. ALL DUCTING SHALL BE INSULATED PER ASHRAE CODE REQUIREMENTS. SUPPLY AND RETURN AIR DUCTS AND PLenums SHALL BE INSULATED WITH NOT LESS THAN R-4 INSULATION WHERE LOCATED IN UNOCCUPIED TOWER SPACES AND WHERE LOCATED OUTSIDE THE BUILDING. RETURN DUCTS INSULATION IN CLIMATE ZONES 3 THROUGH 4 AND NOT LESS THAN R-7 INSULATION. POWER AND POWER VENTING DUCTS LOCATED UNDERGROUND BETWEEN BUILDINGS SHALL BE INSULATED AS REQUIRED WITH THIS SECTION OR HAVE AN EQUIVALENT THERMAL DISTRIBUTION EFFICIENCY METHOD UNDERGROUND DUCTS UTILIZING THE THERMAL DISTRIBUTION EFFICIENCY METHOD SHALL BE LISTED AND LABELLED IDENTIFYING THE R-VALUE EQUIVALENCY WHERE LOCATED WITH A BUILDING OVERHEAD ASSEMBLY. THE DUCT OR PLenum SHALL BE SEPARATED FROM THE BUILDING EXTERIOR OR UNOCCUPIED SPACE BY A LEAKY GASKETED JOINT. INSULATION IN CLIMATE ZONES 3 THROUGH 4 AND NOT LESS THAN R-7 INSULATION IN CLIMATE ZONES 3 THROUGH 4. CLIMATE ZONE 1.
2. COORDINATE FINAL LOCATION OF THERMOSTAT WITH OWNER PRIOR TO INSTALLATION. IF THERMOSTAT IS LOCATED ON EXTERIOR WALL PROVIDE THERMOSTAT WITH INSULATED BACKING.
3. CONDENSING WATER AFTER GAS FURNACE AND BOILER VENT WATER, SHALL COMPLY WITH MANUFACTURER'S LISTED AND DOUBLED MATERIALS. PVC SHALL NOT BE USED FOR FLUE-CONDENSING AIR VENTING MATERIALS. ENGINEERS PREPARED DOUBLE WALL, GASKETED 3" STAINLESS STEEL CONDENSING FLUE VENTING MATERIAL. RECOMMENDED MANUFACTURER'S SEIKO OR JENMAS.
4. ALL REFRIGERANT LINES SHALL BE INSULATED IN 2 WORKMAN LIKE MANNER PER MANUFACTURER'S INSTRUCTIONS. REFRIGERANT LINES SHOULD BE Labeled: **REFRIG. SHALL BE Labeled**
5. ROUTE CONDENSING FROM CONDENSING MECHANICAL EQUIPMENT TO CONDENSATE NEUTRALIZATION VAS. CONDENSATE FROM NEUTRALIZATION KITS SHALL BE DISCHARGED INDIRECTLY THROUGH AIR GAP TO NEAREST FLOOR DRAIN.
6. ALL MOUNTED DAMPERS ON OUTDOOR AIR INTAKES AND EXHAUSTS SHALL BE PROVIDED WITH GLASS VENTED VENTS WITH A MINIMUM LEAKAGE RATE OF 3 CMPI/FAT 1 INCH WATER GAUGE WHEN TESTED IN ACCORDANCE WITH ASHRAE 50.2 PER 2012 IECC.
7. MECHANICAL CONTRACTOR SHALL FIELD OUTLINE EXISTING DUCTWORK PRIOR TO CONSTRUCTION. MECHANICAL CONTRACTOR SHALL COORDINATE THE CONNECTION POINTS OF NEW SUPPLY DIFFUSERS WITH EXISTING DUCTWORK AS NECESSARY.
8. CONTRACTOR SHALL CLEAN AND SERVICE ALL EXISTING EQUIPMENT TO REMAIN. CONTRACTOR SHALL VERIFY ALL EQUIPMENT TO REMAIN IS PROPERLY FUNCTIONING PRIOR TO REMOVAL. EQUIPMENT CONTRACTOR TO INSURE THAT FINAL MECHANICAL SYSTEM WILL OPERATE AS INTENDED ON PROVIDED DRAWINGS.
9. MECHANICAL EQUIPMENT MANUFACTURERS AS SPECIFIED ON MECHANICAL DRAWINGS ARE SUGGESTED MANUFACTURERS. UNLESS NOTED OTHERWISE DUE TO OWNER CLIENT REQUIREMENTS AND PREFERENCES MECHANICAL CONTRACTOR CAN SUBMIT EQUIVALENT EQUIPMENT FROM MANUFACTURERS OTHER THAN THE MANUFACTURER FROM WHICH CONTRACTOR SELECTED ALTERNATE MANUFACTURERS OF MECHANICAL EQUIPMENT UNLESS IT BE REVIEWED FOR EQUIVALENCY OF PERFORMANCE AND FUNCTIONALITY BY ENGINEER.
10. THREE PHASE VENT HEAT PUMP CONDENSER MODULES SHALL BE PROVIDED WITH LOCAL PHASE MONITOR PROTECTION BEFORE EACH INDIVIDUAL CONDENSER MODULE. PHASE PROTECTION DEVICE SHALL BE BETWEEN MAIN POWER SUPPLIED TO THE UNIT AND INTERNAL COMPONENTS. PHASE PROTECTION DEVICE SHALL PROVIDE PROTECTION FROM VOLTAGE SAG, PHASE IMBALANCE AND SPORADIC FREQUENCY. PHASE PROTECTION DEVICE SHALL AUTOMATICALLY SHUT OFF CONDENSER MODULE UPON POWER EVENT ENDING. PHASE MONITOR PROTECTION DEVICE SHALL BE SIMILAR EQUIVALENT TO CHIMRO.
11. SINGLE PHASE VENT HEAT PUMP CONDENSER MODULES SHALL BE PROVIDED WITH LOCAL POWER SOURCE PROTECTION. POWER SOURCE PROTECTION DEVICE SHALL BE BETWEEN MAIN POWER SUPPLIED TO THE UNIT AND INTERNAL COMPONENTS. POWER PROTECTION DEVICE SHALL PROVIDE PROTECTION FROM VOLTAGE SAG AND SPORADIC FREQUENCY. POWER PROTECTION DEVICE SHALL AUTOMATICALLY SHUT OFF CONDENSER MODULE UPON DETECTION OF POWER EVENT. PHASE PROTECTION DEVICE SHALL AUTOMATICALLY ENERGIZE AND START UP CONDENSER MODULE UPON POWER EVENT ENDING.
12. POWER PROTECTION DEVICE SHALL BE SAME AS PHASE PROTECTION DEVICE WITH A POWER SOURCE PROTECTION DEVICE.
13. 1" Ø COLLECTOR DUCTWORK SHALL BE EQUIVALENT TO MORGAN BLACK AND FRANGED DUCTING WITH 3/16" THICK INTERIOR STAINLESS STEEL. NO FASTENERS SHALL SET IN DOWNSTREAM OBSTRUCTING FLOW. ALL 1" Ø COLLECTOR DUCTWORK SHALL BE GROUNDED AND BONDED AT 1.250' ON FITTINGS. SHALL BE CONSIDERED AS BEING WITH GROUNDING ATTENTION.



① SEE ELECTRICAL FOR THERMOSTAT CONNECTION.  
② HEATER TO BE CONTROLLED BY INTEGRALLY MOUNTED THERMOSTAT

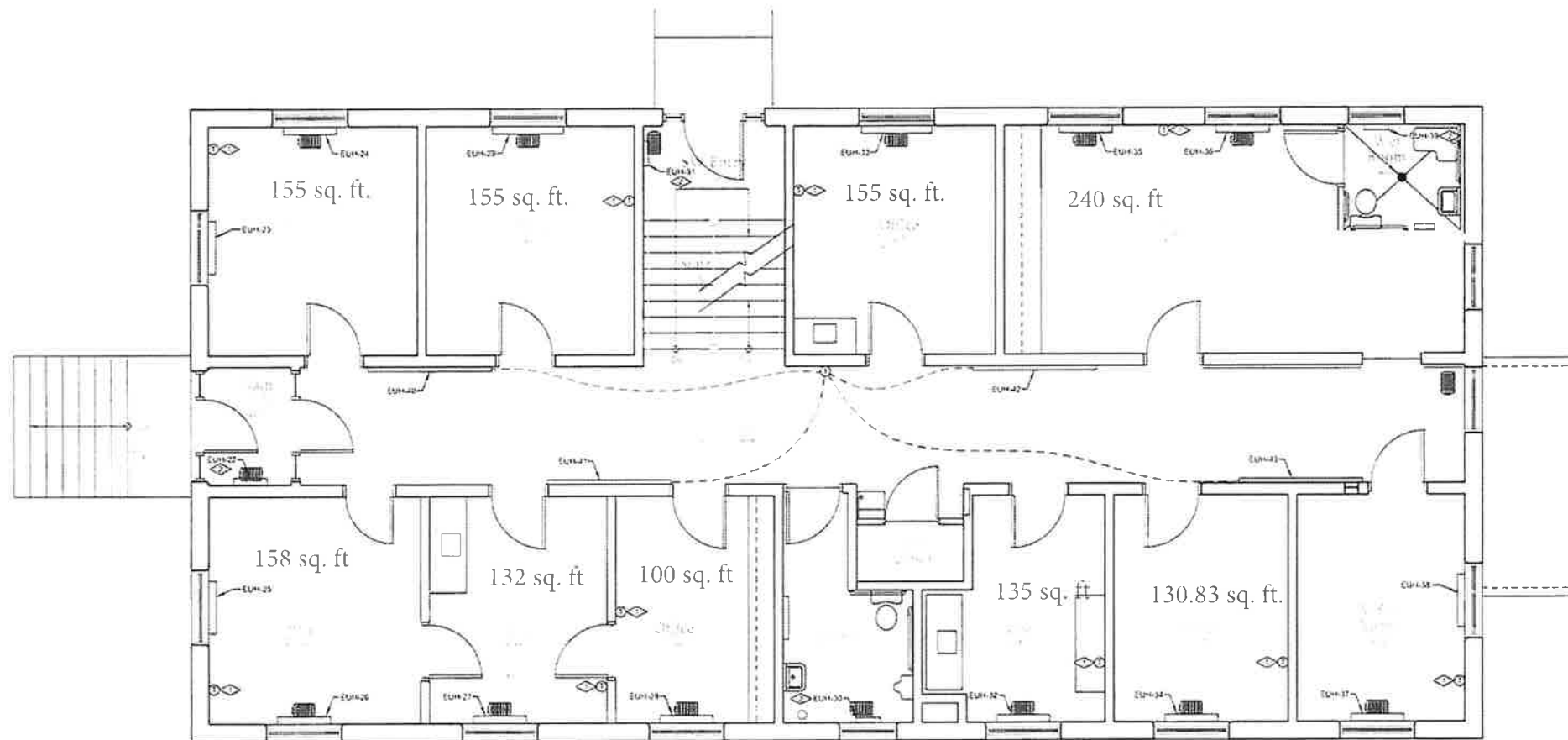
MECHANICAL - 1ST FLOOR PLAN

**Bighorn Consulting Engineers, Inc.**  
Mechanical & Electrical Engineers  
396 Indian Road  
Grand Junction, CO 81501  
Phone (970) 241-4709

**SILVERTON MINER'S HOSPITAL  
MECHANICAL - 1ST FLOOR PLAN**

1315 SNOWDEN ST.  
SILVERTON, COLORADO

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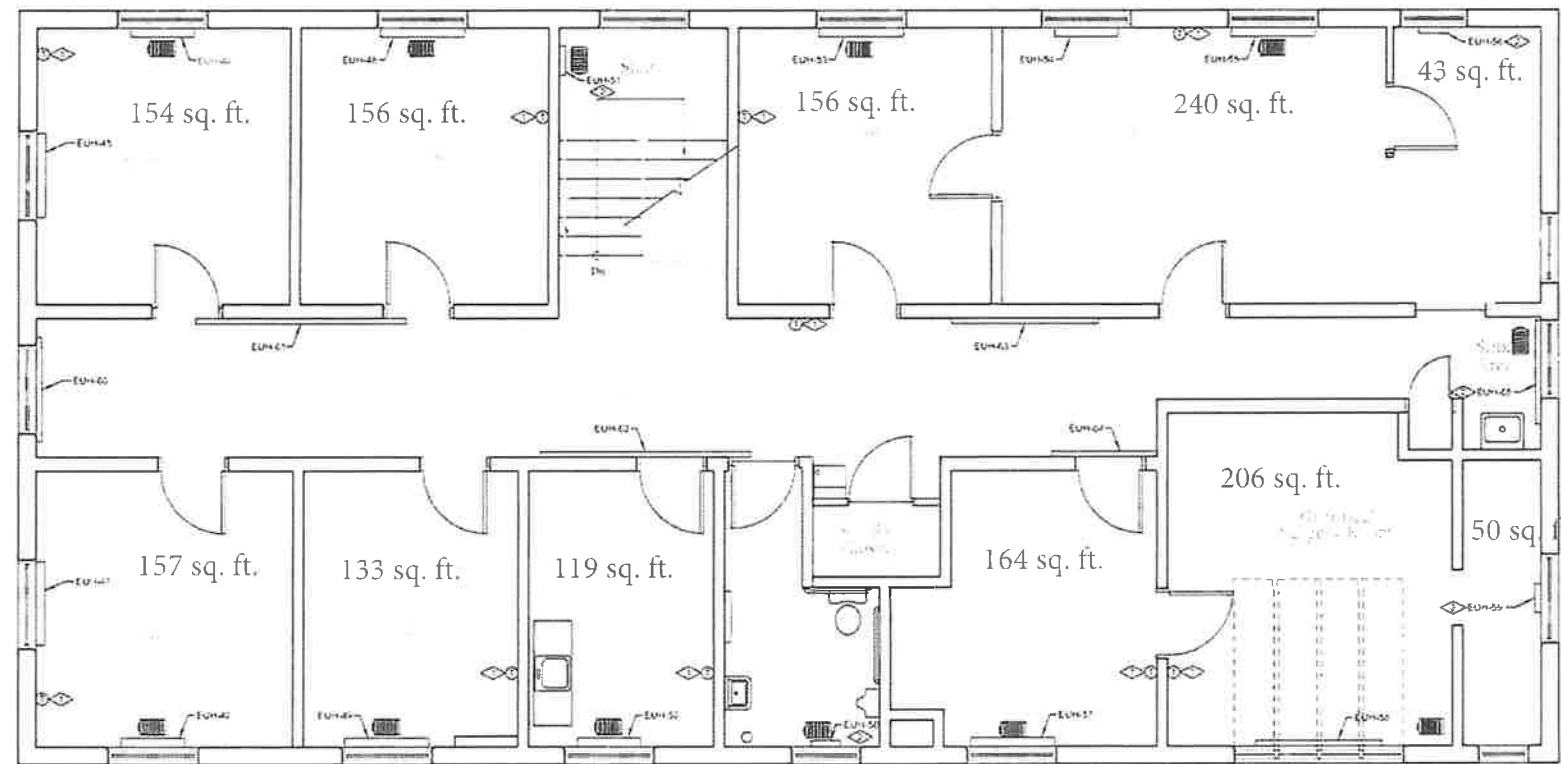
MECHANICAL - 2ND FLOOR  
 SEE ELECTRICAL FOR THERMOSTAT CONNECTION  
 WATER TO BE CONTROLLED BY INTEGRALY MOUNTED THERMOSTATS

MECHANICAL - 2ND FLOOR PLAN  
 SCALE: 1/4" = 1'-0"

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 Phone: (970) 241-9709

SILVERTON MINER'S HOSPITAL  
 MECHANICAL - 2ND FLOOR PLAN  
 1315 SNOWDEN ST.  
 SILVERTON, COLORADO

DATE	ISSUED FOR
2/20/2024	FOR CONSTRUCTION
DATE	2/20/2024
JOB NO.	23-272
DRAWN BY	DCE
CHECKED BY	DCE
SCALE	AS SHOWN
SHEET NUMBER	M1-2



**M1-MECHANICAL REMARKS**  
 ◇ SEE ELECTRICAL FOR THERMOSTAT CONNECTION  
 ◇ HEATER TO BE CONTROLLED BY INTEGRALLY MOUNTED THERMOSTAT

**MECHANICAL - 3RD FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

**BIGHORN CONSULTING ENGINEERS, INC.**  
 Mechanical & Electrical Engineers  
 386 Indian Road  
 Grand Junction, CO 81501  
 Phone (970) 241-8709

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**MECHANICAL - 3RD FLOOR PLAN**  
 1315 SNOWDEN ST.  
 SILVERTON, COLORADO

DATE	ISSUED FOR
09/24/07	FOR THERMOSTAT DV

DATE	BY	SCALE
09/24/07	23/212	AS SHOWN

**M1-3**



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Wildfire  
Resiliency  
Code Board

**2025**

# Colorado Wildfire Resiliency Code

01 June 2025



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**CWRC Version 1.0**

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# Attributions

## ATTRIBUTIONS

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# Chapter 1 - Scope and Administration

## PART 1 GENERAL PROVISIONS

### SECTION 101 SCOPE AND GENERAL REQUIREMENTS

**101.1 Title.** These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as “this code.”

**101.2 Scope.** The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

**101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes).** Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

**101.2.3 HUD Code Homes.** Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

**101.3 Purpose.** The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to



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provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

**101.4 Retroactivity.** The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

**Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

**101.5 Additions or alterations.** Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

**Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

**101.6 Roof coverings.** The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

**Exception:** Existing *roof coverings* that are compliant with Section 403.2.

**101.7 Exterior walls.** The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2



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and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

**Exception:** Existing exterior walls that are compliant with Section 404.3.

**101.8 Maintenance.** Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

## SECTION 102—APPLICABILITY

**102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**102.2 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**102.3 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.4 Referenced codes and standards.** The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

**102.4.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

**102.4.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

**102.5 Subjects not regulated by this code.** Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

**102.6 Matters not provided for.** Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,



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which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

**102.7 Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

**102.8 Existing conditions.** The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

**102.9 Historic structures.** A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

**Exception:** Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

**102.9.1 Historic preservation exemption.** The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

**102.10 Work exempt from permit under this code.** Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.



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5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

## PART 2—ADMINISTRATION AND ENFORCEMENT

### SECTION 103—CODE COMPLIANCE AGENCY

**103.1 Creation of agency.** The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

**103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

### SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

**104.1 Powers and duties of the code official.** The *code official* is hereby authorized to enforce the provisions of this code.

**104.2 Determination of compliance.** The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.



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**104.2.1 Technical assistance.** To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

**104.2.1.1 Costs.** A technical opinion and report shall be provided without charge to the jurisdiction.

**104.2.1.2 Preparer qualifications.** The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.1.3 Content.** The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

**104.2.1.4 Tests.** Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

**104.2.2 Alternative materials, design and methods.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

**104.2.2.1 Approval authority.** An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

**104.2.2.2 Application and disposition.** Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

**104.2.2.3 Compliance with code intent.** An alternative material, design or method of construction shall comply with the intent of the provisions of this code.



**104.2.2.4 Equivalency criteria.** An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

**104.2.2.5 Tests.** Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

**104.2.2.5.1 Fire tests.** Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

**104.2.2.6 Reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

**104.2.2.6.1 Evaluation reports.** Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

**104.2.2.6.2 Other reports.** Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.2.7 Peer review.** The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or



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method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

**104.2.3 Modifications.** Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

**104.3 Applications and permits.** The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

**104.4 Access to Property.** For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

**104.4.1 Authorization.** The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

**104.5 Identification.** The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

**104.6 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

**104.7 Official records.** The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

**104.7.1 Approvals.** A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

**104.7.2 Inspections.** The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.



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**104.7.3 Code alternatives and modifications.** Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

**104.7.4 Tests.** The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

**104.7.5 Fees.** The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

**104.8 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

**104.8.1 Legal defense.** Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

**104.9 Approved materials and equipment.** Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

**104.9.1 Materials and equipment reuse.** Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

**104.10 Other agencies.** When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

## SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

**105.1 General.** The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

**105.2 Conformance.** Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.



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**105.3 Temporary service utilities.** The *code official* is authorized to give permission to temporarily supply service utilities.

**105.4 Termination of approval.** The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

## **SECTION 106—FEES**

**106.1 General.** An AHJ has the authority to establish fees.

## **SECTION 107—STOP WORK ORDER**

**107.1 Authority.** Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

**107.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

**107.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

**107.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.



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## Chapter 2 - Definitions

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

### SECTION 202 DEFINITIONS

**ACCESSORY STRUCTURE.** A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

**AGRICULTURAL BUILDING.** A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

**APPROVED.** Acceptable to the *code official*.

**BUILDING.** Any structure intended for supporting or sheltering any occupancy.

**CLASS A TESTS.** Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

**CODE OFFICIAL.** The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

**DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.



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**EMBELLISHMENTS.** Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

**FIRE INTENSITY CLASSIFICATION.** The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

**FIRE-RESISTANCE-RATED CONSTRUCTION.** The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

**FIRE-RETARDANT-TREATED WOOD.** Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

**FLAME SPREAD INDEX.** A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

**FUEL MODIFICATION.** A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

**HABITABLE SPACE.** A space in a building for living, sleeping, eating or cooking.

**HEAVY TIMBER CONSTRUCTION.** As described in Section 602.4 of the 2024 *International Building Code*.

**HOME IGNITION ZONE.** Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**IGNITION-RESISTANT BUILDING MATERIAL.** A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.



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**IGNITION-RESISTANT VEGETATION.** Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

**LOG WALL CONSTRUCTION.** A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

**MULTILAYERED GLAZED PANELS.** Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

**NONCOMBUSTIBLE.** As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

**OCCUPIABLE SPACE.** A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

**ROOF ASSEMBLY.** A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

**ROOF COVERING.** The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

**ROOF DECK.** The flat or sloped surface not including its supporting members or vertical supports.



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**SLOPE.** The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

**STRUCTURE.** That which is built or constructed.

**STRUCTURE IGNITION ZONE.** Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**TREE CROWN.** The primary and secondary branches growing out from the main stem, together with twigs and foliage.

**WILDLAND-URBAN INTERFACE.** That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.



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## Chapter 3 - Wildfire Hazard Identification

### SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

**301.2 Objective.** The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

### SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

**302.1 Declaration.** The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

### SECTION 303 MAPPING AND APPLICABILITY

**303.1 Mapping of Wildfire Hazard Areas.** Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

**303.1.1 Map.** This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

**303.1.2 Locally Developed Mapping.** The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

**303.2 Fire Intensity Classification.** *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

**303.2.1 Low Fire Intensity Classification.** *Low Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through



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direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

**Key Characteristics Include:**

1. **Fuels:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length:** Less than 2 feet.
3. **Rate of Spread:** Low, increasing with *slopes* over 20 percent.
4. **Spotting:** Very short-range spotting is possible under windy conditions.
5. **Terrain Influence:** More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

**303.2.2 Moderate Fire Intensity Classification.** Moderate *Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

**Key Characteristics Include:**

1. **Fuels:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length:** Up to 8 feet.
3. **Rate of Spread:** Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting:** Short-range spotting is common.
5. **Terrain Influence:** Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

**303.2.3 High Fire Intensity Classification.** High *Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick



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understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

**Key Characteristics Include:**

1. **Fuels:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length:** Up to 30 feet or more.
3. **Rate of Spread:** Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting:** Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence:** *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

**303.3 Applicability of Code Provisions.** The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

## SECTION 304 GROUND-TRUTHING

**304.1 Purpose.** This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.



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**304.2 Determination of Fire Intensity Classification and Code Requirements.** As determined by the *code official*, the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

**304.2.1** Low *Fire Intensity Classification* in accordance with Section 303.2.1

**304.2.2** Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

**304.2.3** High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.



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## Chapter 4- Structure Hardening

### SECTION 401 GENERAL

**401.1 Scope.** Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

**Exceptions:**

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

### SECTION 402 BUILDING MATERIAL

**402.1 Building material.** Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

**402.2 Noncombustible material.** *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

**402.3 Fire-retardant-treated wood.** *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

**402.4 Ignition-resistant building material.** Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723



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for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

**Exception:** Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

**402.4.1 Flame spread.** The material shall exhibit a *flame spread index* not exceeding 25.

**402.4.2 Flame front.** The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

**402.4.3 Weathering.** *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

**402.4.3.1 Evaluation requirements for weathering.** Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A “Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing” in ASTM D2898.

**402.4.3.2 Wood-plastic composite materials.** Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m<sup>2</sup> in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

**402.4.3.3 Plastic lumber materials.** Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m<sup>2</sup> in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.



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## SECTION 403 CLASS 1 STRUCTURE HARDENING

**403.1 General.** Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

**403.2 Roofing.** Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

**403.2.1 Flame and ember protection of roofs.** For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

**403.2.2 Roof valley flashings.** Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

**403.3 Gutters and downspouts.** Gutters and downspouts shall be constructed of *noncombustible* material.

**403.4 Ventilation Openings.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

**403.4.1 Performance Requirements.** Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

**403.4.2 Prescriptive Requirements.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3 corrosion-resistant mesh with openings not to exceed 1/8-inch.



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## SECTION 404 CLASS 2 STRUCTURE HARDENING

**404.1 General.** Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

**404.2 Protection of eaves.** Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall, 2-inch nominal dimension lumber, or 1 inch nominal fire-retardant-treated wood or 3/4 inch nominal fire-retardant-treated plywood*, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall, or 2-inch nominal dimension lumber*.

**404.3 Exterior Walls.** Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber or log wall construction.*
4. *Noncombustible materials* complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. *Ignition-resistant materials* complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

### Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

**404.3.1 Exterior Wall Coverings.** Exterior wall coverings shall be limited to the following:

1. *Noncombustible materials.*
2. *Fire-retardant-treated wood.*
3. *Ignition-resistant building materials.*





**Exception:** Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

**404.3.2 Flashing.** A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

**404.4 Underfloor enclosure.** Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

**404.5 Decking.** Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible materials*
2. Class A rated material

**Exception:** Composite decking material with a minimum of Class B rating

3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

**404.6 Appendages and Projections.** Appendages and projections shall be constructed in accordance with Section 404.3.

**404.7 Exterior Glazing.** Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

**404.8 Exterior Doors.** Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

**Exception:** Vehicle access doors.

**404.9 Vehicle Access Door Perimeter Gap.** Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and



non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

**404.10 Detached Accessory Structures.** Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

**404.10.1 Underfloor areas.** Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

**Exception:** The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction*, *heavy timber construction*, *noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.



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## Chapter 5- Site and Area Requirements

### SECTION 501 GENERAL

**501.1 Scope.** The provisions of this chapter shall apply to parcels subject to this code.

**501.2 Reference.** As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

### SECTION 502 CLASS 1 REQUIREMENTS

#### 502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

**502.1.1 Objective.** This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

**502.1.2 Materials.** Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

**Exception:** Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

**502.1.3 Plantings.** Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

**502.1.4 Trees.** There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

*Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

#### 502.2 Site Signage

**502.2.1 Marking of roads.** *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

**502.2.2 Marking of fire protection equipment.** Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.



**502.2.3 Address markers.** Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

### **502.3 Retaining Walls**

**502.3.1 Retaining Walls.** Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

### **502.4 Fencing**

**502.4.1 Fencing.** Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

**Exception:** Vinyl fencing. Vinyl fencing may be allowed.

## **SECTION 503 CLASS 2 REQUIREMENTS**

**503.1 General.** Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

### **503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone**

**503.2.1 Objective.** This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

**503.2.2 Dead Materials.** Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

**503.2.3 Fuels Accumulation.** Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

**503.2.4 Trees.** *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.



**503.2.4.1 Tree Spacing.** *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

**503.2.5 Shrubs.** Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

### **503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone**

**503.3.1 Objective.** This zone focuses on mitigation that keeps fire on the ground.

**503.3.2 Tree Spacing.** *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.



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## Appendix A: PERMITS

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**A101.1 General.** Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

**A101.2 Permits required.** Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

**A101.3 Permit application.** To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

**A101.3.1 Preliminary inspection.** Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

**A101.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that



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the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**A101.4 Permit approval.** Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

**A101.5 Permit issuance.** The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

**A101.5.1 Refusal to issue a permit.** Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

**A101.6 Validity of permit.** The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

**A101.7 Expiration.** Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.



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**A101.8 Retention of permits.** Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

**A101.9 Revocation of permits.** Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.



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## Appendix B: CONSTRUCTION DOCUMENTS

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**B101.1 General.** Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

**Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

**B101.2 Information on plans and specifications.** Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

**B101.3 Site plan.** In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

**B101.3.1 Defensible Space Site Plans.** Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

**B101.5 Other data and substantiation.** Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

**B101.6 Retention of plans.** One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

**B101.7 Examination of documents.** The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.



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**B101.8 Amended construction documents.** Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

**B101.9 Previous approvals.** This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

**B101.10 Phased approval.** The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.



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## Appendix C: INSPECTION AND ENFORCEMENT

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**C101.1 Inspection.** Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

**C101.1.1 General.** Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

**C101.1.2 Authority to inspect.** The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

**C101.1.2.1 Approved inspection agencies.** The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

**C101.1.2.2 Inspection requests.** It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

**C101.1.2.3 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall



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either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

**C101.1.3 Reinspections.** To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

**C101.1.4 Testing.** Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

**C101.1.4.1 New, altered, extended or repaired installations.** New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

**C101.1.4.2 Apparatus, instruments, material and labor for tests.** Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

**C101.1.4.3 Reinspection and testing.** Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

**C101.2 Enforcement.** Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

**C101.2.1 Authorization to issue corrective orders and notices.** Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

**C101.2.2 Service of orders and notices.** Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the



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premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

**C101.3 Compliance with orders and notices.** Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

**C101.3.1 General compliance.** Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

**C101.3.2 Compliance with tags.** building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

**C101.3.3 Removal and destruction of signs and tags.** A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

**C101.3.4 Citations.** Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

**C101.3.5 Unsafe conditions.** Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

**C101.3.5.1 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

**C101.3.5.2 Notice.** Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or



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requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

**C101.3.5.2.1 Method of service.** Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

**C101.3.5.3 Placarding.** Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

**C101.3.5.3.1 Placard removal.** The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**C101.3.5.4 Abatement.** The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

**C101.3.5.5 Summary abatement.** Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

**C101.3.5.6 Evacuation.** The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.



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**C101.3.6 Prosecution of violation.** If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

**C101.3.7 Violation penalties.** An AHJ has the authority to establish fees.

**C101.3.8 Abatement of violation.** In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.



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Willy Tookey &lt;admin@sanjuancolorado.us&gt;

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**Resignation Letter**

1 message

**Bruce Conrad** <sheriffconrad@sanjuancolorado.us>

Wed, Jan 7, 2026 at 12:51 PM

To: Willy Tookey &lt;admin@sanjuancolorado.us&gt;

To the San Juan County Board of County Commissioners:

Please consider this letter my resignation from the elected Office of Sheriff of San Juan County effective April 1st 2026. It has certainly been the honor and the privilege of my lifetime to serve three terms in this position, but the time has come for new blood to take the reins.

I know vacating the position prior to the end of the term creates a task for the Commissioners. My apologies for the inconvenience and I am happy to share my reasoning and thoughts on the future of the Office upon request.

Thank you Gentleman for the support and leadership you have shown over the years.

Sheriff Bruce Conrad

Sheriff Bruce Conrad  
San Juan County Sheriffs Office  
[1557 Greene Street](#) / PO 178  
Silverton, CO 81433  
970-387-5531 - Dispatch  
General Office Email - [sheriffsoffice@sanjuancolorado.us](mailto:sheriffsoffice@sanjuancolorado.us)





## **PUBLIC NOTICE**

The San Juan County Board of Commissioners is seeking applications for appointments to fill expiring terms on the Tourism Fund Board, the Noxious Weed Management Board and the County Board of Adjustment. These are volunteer appointments for terms of two or three years. Written applications must be received by the County Administrator no later than 4:00 P.M. on Monday, January 12, 2026. Applications may be mailed to PO Box 466 Silverton, CO 81433 or hand delivered to the Courthouse at 1557 Greene St. or emailed to [Admin@sanjuancolorado.us](mailto:Admin@sanjuancolorado.us). For further information contact William Tookey, County Administrator at 970-387-5766.

**SAN JUAN COUNTY, COLORADO**  
**APPOINTMENTS TO BOARDS AND OFFICES**  
**FOR THE CALENDAR YEAR 2025**

Chairman  
Chairman Pro Tem  
Road & Bridge Commissioner  
Buildings and Grounds Commissioner  
Public Agency Liaison Commissioner  
Elected Officials Liaison Commissioner  
Colorado Counties, Inc. Commissioners  
Alternate

Austin Lashley  
Scott Fetchenhier  
Pete Maisel  
Scott Fetchenhier  
Austin Lashley  
Austin Lashley  
Austin Lashley  
Pete Maisel

Planning Commission  
Planning Commission Alternate  
Ambulance Association / EMS Council  
Housing Solutions for the Southwest  
Area Agency on Aging  
Transportation Planning Committee  
Alternate  
Cemetery Board  
Learning Center Council

Austin Lashley  
Scott Fetchenhier  
Scott Fetchenhier  
Scott Fetchenhier  
Pete Maisel  
Pete Maisel  
William Tookey  
Scott Fetchenhier  
Scott Fetchenhier

County Attorney  
County Surveyor  
County Health Director  
Veterans Service Officer  
Land Use Administrator

Dennis Golbricht  
Kenneth Schaaf  
Becky Joyce  
Gary Davis  
William Tookey

Budget Officer  
County Auditor  
Region 9 Economic District  
Region 9 Alt.  
Southwest Colorado COG  
Southwest Colorado COG Alt.  
SWORD  
SWORD Alternate  
Club 20  
Club 20 Alternate  
Water Conservation Board  
San Juan Development Association

William Tookey  
Blair and Associates  
William Tookey  
Austin Lashley  
William Tookey  
Austin Lashley  
Austin Lashley  
San Juan Public Health  
Austin Lashley  
Pete Maisel  
Charles Smith  
William Tookey

Official Newspaper

Silverton Standard

**SAN JUAN COUNTY, COLORADO**  
**APPOINTMENTS TO BOARDS AND OFFICES**  
**FOR THE CALENDAR YEAR 2025**

Avalanche Board Members	Open	2026
	Louis Girodo	2025
	Open	2026
		Alternate
Historic Impact Review Board	Scott Fetchenhier	2025
	David Singer	2025
	Steve Rich	2026
	Beverly Rich	Alternate
Board of Adjustment	Eileen Fjerstad	2025
	Paul Joyce	2025
	Casey Carroll	2025
	Todd Bove	2026
	David Singer	2026
	Alternate	
Tourism Fund Board	Paul Zimmerman	2026
	Jim Lindaman	2026
	Tiffany deKay	2025
	Lisa Branner	2025
	Brooke Stillwell	2025
	Judy Graham Alt.	2025
Noxious Weed Management Board	Lisa Adair	2026
	Terry Kerwin	2026
	Open	2026
	Chris Tookey	2025
	Open	2025

Approved:

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Board of County Commissioners

# LISA K. BRANNER

1521 Cement Street • PO Box 547 • Silverton CO 81433  
970-749-3244 • lisakbranner@gmail.com

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January 8, 2025

Wally Tookey  
Administrator  
San Juan County  
PO Box 466  
Silverton, CO 81433

Dear Mr. Tookey,

I am writing to express my interest in being reappointed to the San Juan County Tourism Fund Board.

I bring extensive marketing and communications experience across the nonprofit, public, and private sectors, including more than 25 years in the outdoor recreation industry—experience that is directly relevant given Silverton's role as a destination for outdoor enthusiasts of all kinds. I have also been deeply involved in Silverton's creative and tourism economy through my long-standing leadership with the Silverton Creative District, first as a founding board member and board chair, and now as Executive Director. This progression has given me firsthand insight into how tourism investment in arts and culture translates into on-the-ground impact for our community.

Previously, as Community Relations Manager for the Town of Silverton and as a board member of several local nonprofit organizations, including the San Juan Development Association and the Silverton Area Chamber of Commerce, I have developed a broad understanding of regional tourism markets and of Silverton and San Juan County's unique challenges and opportunities. I am confident that my experience, perspective, and strategic approach will continue to add value to the San Juan County Tourism Fund Board, and I look forward to continuing to serve our community in this capacity.

Thank you for your kind consideration. Please do not hesitate to contact me if you have questions or require additional information.

Sincerely,



Lisa K. Branner



Willy Tookey &lt;admin@sanjuancolorado.us&gt;

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**Tourism Tax Board**

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**Brooke Stillwell** <bamanweiler@gmail.com>  
To: Willy Tookey <admin@sanjuancolorado.us>

Wed, Jan 7, 2026 at 1:51 PM

Hi Willy,  
Id like to continue on the Tourism Tax board. Please let me know if you need anything else from me.

Thanks and happy new year!  
Brooke



Willy Tookey &lt;admin@sanjuancolorado.us&gt;

**San Juan County Tourism Board**

1 message

**Teller House** <info@tellerhouse.com>

To: admin@sanjuancolorado.us

Mon, Jan 12, 2026 at 3:06 PM

To: San Juan County Commissioners

I am writing to formally express my interest in being reappointed to the Tourism Board. I have valued the opportunity to serve and would be glad to continue contributing my time and experience in support of the Tourism Board's work.

Thank you for your consideration.

Tiffany deKay

—  
The Historic Teller House Hotel  
Silverton, Colorado  
970-387-5423

[tellerhouse.com](http://tellerhouse.com)

[info@tellerhouse.com](mailto:info@tellerhouse.com)

## **SAN JUAN COUNTY COLORADO PUBLIC HEALTH MEDICAL OFFICER CONTRACT**

This Contract is entered into between the San Juan County Board of Health (SJCBOH) and Dr. David Brown, MD (Medical Officer), to provide for Dr. Brown to serve as Medical Officer of the San Juan County Public Health Department.

WHEREAS, the San Juan County Public Health Director (PHD) is not a licensed physician; and

WHEREAS, pursuant to provisions of C.R.S. § 25-1-508, if a public health director is not a licensed physician, a designated medical officer shall be employed or contracted by the county board of health to advise the public health director on medical decisions and be available at all times to the public health director; and

WHEREAS, the qualifications of medical officer are:

- Currently licensed to practice medicine in Colorado without conditions, restrictions, or letters of admonition from any medical board; and
- Graduate of approved medical school (MD or DO).

WHEREAS, the duties of Medical Officer under this Contract are to:

- Advise SJCBOH and PHD on medical issues and medical decisions affecting public health;
- Attend SJCBOH meetings as requested by SJCBOH or PHD, and meet as needed with PHD;
- Review and sign Standing Orders and/or Policies and Procedures for allied health professionals working in the Public Health Department, including vaccine administration protocols, communicable disease protocols, and anaphylaxis protocols;
- Provide DEA and State Board License numbers for the purpose of ordering vaccines and clinic supplies from pharmaceutical companies;
- Be available as needed in a public health emergency;
- Attend any training or education necessary to perform required functions hereunder;
- Carry out any additional duties as described under Colorado Revised Statutes or State Regulations for public health agency medical officers; and
- Maintain current medical license and certifications and provide current proof thereof.

WHEREAS, Dr. Brown has represented that he meets the qualifications and is willing to perform the duties of Medical Officer as set forth herein;

THEREFORE, the parties contract as follows:

1) The term of this Contract shall be twelve months, renewable annually at the January reorganization meeting of the San Juan County Board of County Commissioners acting as the Board of Health. Renewal and/or termination shall be at the absolute discretion of SJCBOH and



subject to the willingness of Medical Officer to continue providing the services. This Contract shall terminate upon Medical Officer becoming unqualified, unwilling or unable to perform the required duties. In the event that Medical Officer chooses not to have the Contract renewed, he shall use best efforts to provide notice of non-renewal by December 1 of the term.

2) For services provided hereunder, Medical Officer shall be paid at the rate of \$200.00 per hour, not to exceed thirty (30) hours per year (for partial years, prorated based upon months of service) unless authorized by further formal action of SJCBOH. In no event shall SJCBOH be liable for payment under this Contract for any amount in excess thereof. Any potential expenditure for this Contract outside the current fiscal year, which have not yet been appropriated, are subject to future annual appropriation of funds for any such proposed expenditure. Payments shall be made to Medical Officer on a monthly basis. Payments will be made within thirty (30) days or within a mutually agreed upon period after receipt of complete invoices, including detailed activity and billing reports from Medical Officer.

3) Medical Officer is not an employee of San Juan County, SJCBOH or the State of Colorado and is not subject to County or State personnel systems. Medical Officer is engaged in an independent trade, occupation, profession or business and is qualified to perform the services pursuant to this Contract. Medical Officer is free to provide services to others and is not required to work exclusively for SJCBOH. Medical Officer is not entitled to workers' compensation benefits or unemployment insurance benefits and is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to this Contract.

4) The parties hereto understand and agree that neither Medical Officer, nor SJCBOH, as well as, commissioners, officials, officers, directors, agents and employees, waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available.

5) Medical Officer shall indemnify and hold harmless SJCBOH and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, to the extent caused by the acts, errors or omissions of Medical Officer, in the performance of professional services under this Contract.

6) The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to SJCBOH and Medical Officer, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person.

7) Medical Officer shall be required to maintain a minimum of \$1,000,000.00 of professional liability and general liability insurance, shall provide evidence that such requirements have been met by providing a current Certificate of Insurance, and shall provide updated information to SJCBOH in the event any changes are made to the Medical Officer's insurance coverage during the term of this Contract.

8) Medical Officer shall preserve and protect all confidential information obtained during his duties, including PII and HIPAA information, consistent with County, State and Federal law.

9) This Contract shall not be construed against a party based upon drafting. This Contract represents the entire Agreement between the parties. Jurisdiction and venue for any action related to this Contract shall be in the appropriate State Court located within San Juan County Colorado.

\*\*\*\*\*

APPROVED AND EXECUTED this \_\_\_\_ day \_\_\_\_\_, 2025.

SAN JUAN COUNTY BOARD OF HEALTH

\_\_\_\_\_  
By: Austin Lashley, Chair

MEDICAL OFFICER

\_\_\_\_\_  
Dr David Brown, MD



2025 PHES TAX FUNDING PROPOSAL FOR FY 2026						
REVIEWING AGENCY: All Participating		REPRESENTATIVE			REVIEWING PRIORITY	
PROPOSING AGENCY	PURCHASE ITEM/SERVICE	AGENCY PRIORITY	REQUEST AGENCY #	AMOUNT REQUESTED		
SJC/SO	Patrol Vehicle		1 of 2	\$ 47,000.00		10.4
SMR	EMS training manikins, adult and neonate		3 of 4	\$ 12,340.00		9.6
SJC/SO	Safety and Duty Equipment		2 of 2	\$ 12,000.00		9.0
SMR	NMETC Tuition		1 of 4	\$ 14,600.00		7.8
SIPHS	Operations and Personnel			\$ 55,000.00		7.6
OEM	Wildfire Planning			\$ 17,500.00		7.6
SSJFRA	FPPA Pension		1 of 4	\$ 15,000.00		7.6
OEM	Radio Communication System			\$ 16,700.00		7.0
SMR	Z I/O kits		2 of 4	\$ 4,496.00		6.8
SSJFRA	Cycle out of date Structure PPE		4 of 4	\$ 15,000.00		5.8
SSJFRA	Operations and Personnel		2 of 4	\$ 40,000.00		5.2
SSJFRA	40K Match for Wildland Engine/30k for Program administration and equipment		3 of 4	\$ 70,000.00		5.0
SMR	Gear Lockers		4 of 4	\$ 5,940.00		1.6
Total				\$325,576		



Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025

Agency:

SAN JUAN COUNTY SHERIFFS OFFICE

Request 1 of 2

Priority Grade:

Leveraging (Will the funding be matched by an outside agency or entity):

Request Amount:

47,000

Purchase Item(s)/Services:

PATROL VEHICLE

Purpose and Issue Addressing:

NECESSARY EQUIPMENT AND OUR  
FLEET IS AGING.

Additional Information:

WE ARE EXTREMELY COST EFFECTIVE  
WITH OUR VEHICLE BUDGET AND HAVE  
STRECHED DOLLARS A LONG WAY, BUT IT  
IS TIME TO INVEST IN OUR PATROL FLEET.

Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025

Agency: <u>SAN JUAN COUNTY SHERIFFS OFFICE</u>
Request <u>2</u> of <u>2</u> Priority Grade: Leveraging (Will the funding be matched by an outside agency or entity): <u>NO</u>
Request Amount: <u>\$12,000</u>
Purchase Item(s)/Services: <u>SAFETY &amp; DUTY EQUIPMENT TO INCLUDE RADIOS, TASERS, DUTY GEAR (BELTS, HOLSTERS, ETC.)</u>
Purpose and Issue Addressing: <u>GENERAL SAFETY AND FUNCTIONALITY OF LAW ENFORCEMENT STAFF</u>
Additional Information: <u>NEW OFFICERS TO BE JOINING THE TEAM REQUIRING ADDITIONAL EQUIPMENT</u>

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Office of Emergency Management

Request \_\$16,700\_\_\_of \_\_\_\_

Priority Grade: High Priority

Leveraging (Will the funding be matched by an outside agency or entity):

SW All Hazards Council

Request Amount: \$16700

Purchase Item(s)/Services:  
See attached

Purpose and Issue Addressing:

Radio broadcasts for emergency information when power and communications are out. This addresses incidents San Juan County has experienced. Small transistor radios will be distributed to the community (\$10). Community members will be instructed on what to do in the event of an emergency.

Additional Information:

OEM will oversee and manage the project. This will be a 1 time project from KSJC



# Community Wildfire Protection Plan (CWPP) Update For San Juan County Colorado 2026

## Summary

*Top Level: Seeking outside funding will delay wildfire mitigation projects and overall wildfire protection for San Juan County. It is most effective to conduct internally by OEM.*

San Juan County will complete a **Community Wildfire Protection Plan (CWPP)** between January and June 2026. The existing CWPP (2013) is over a decade old and no longer reflects current wildfire risk, community needs, or modern CWPP standards, nor does it account for major recent fires such as the 416 Fire (2018), Ice Fire (2020), and Snowshed Fire (2025). San Juan County ranks in the **76th percentile nationally for wildfire risk**, with **over 55% of buildings exposed to ember ignition** and **44% exposed to direct flame**, underscoring the critical need for an updated CWPP that leverages current wildfire strategy, updated building exposure data, and targeted mitigation for San Juan County. Although San Juan County ranks mid-range within Colorado, we remain at high wildfire risk until mitigation is implemented, and waiting for outside funding could leave the community vulnerable until it is too late.

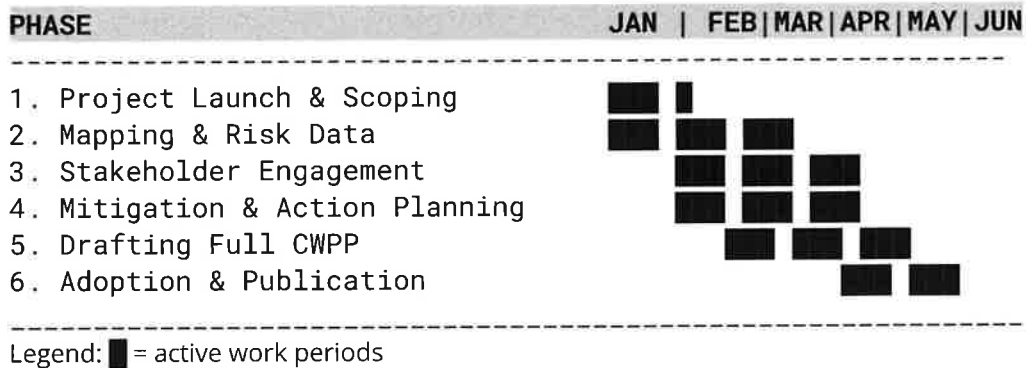
This update will integrate:

- New GIS data (LANDFIRE, Colorado Forest Atlas fuels data, USFS community risk)
- Updated Assessor and GIS layers
- Address the upcoming State **Wildfire Resiliency Code**
- Forest health analysis with CSFS
- Identified vulnerabilities for seniors, youth, and AFN populations
- Infrastructure, utility, and tourism-sector risk
- Modern mitigation priorities aligned with National Cohesive Wildland Fire Management Strategy, Fire Adapted Colorado and the State of Colorado

The final CWPP will provide legally recognized community priorities, strengthen grant competitiveness, and update evacuation and communication planning. **The CWPP will provide a Community Wildfire Mitigation Strategy, Timeline and Action Plan.**

The project requires approximately 6 months, with community stakeholder engagement, multiple public meetings, and agency workshops. The final plan will be formally adopted by the County Commissioners and the Colorado State Forest Service.

## Project Timeline (Jan–Jun 2026)



## Budget Summary

Category	Cost Estimate
Project Lead (OEM) – 120–165 hrs @ \$70/hr	\$8,400 – \$11,550
Assistant – 120–150 hrs @ ~\$25/hr	\$3,000 – \$3,750
GIS printing, maps, materials	\$300 – \$600
Meetings (venue, refreshments, materials)	\$400 – \$800
Graphics & document production	\$150 – \$300
Contingency (5–10%)	\$400 – \$800
<b>TOTAL BUDGET ESTIMATE</b>	<b>\$12,650 – \$17,750<sup>1</sup></b>

## Work Plan Summary

### 1. Project Launch (January 2026)

- Finalize scope, timeline, and stakeholder list; Collect pertinent GIS data (assessor, USFS, CSFS); Schedule public/sector meetings

### 2. Data Compilation (Jan–Mar)

- Fuels, fire history, WUI, structure density; Forest health and insect/disease review; Hydrants, utilities, comms, egress constraints; AFN, school and senior demographics

<sup>1</sup> Consistent cost estimate for rural counties

### 3. Stakeholder Engagement (Feb–Apr)

- Public Kickoff; Seniors/AFN meeting; School/youth meeting; Sector meetings (HOA/Neighborhoods e.g South County, Tourism/Business, Utilities); Agency workshop; Public/comments review meeting

### 4. Action Planning (Mar–May)

- Structure ignition vulnerability analysis; Fuel hazard & forest health findings  
Evacuation & communications annex updates; Prioritization of high/medium/low mitigation projects

### 5. Updating the CWPP (Apr–Jun)

- Writing the plan, integrating pertinent elements from previous version; Integration of maps, tables, and community input, including “potential projects” list; Review by USFS, BLM, DFPC and local agency input; Final formatting, editing, and publication

### 6. Adoption (June 2026)

- Final public meeting; Signature packet completion; Publish to website, distribute to partners; Prepare for approval by (CSFS) and BOCC.

## References

[CSFS Forest Atlas and Wildfire Risk Viewer](#) CSFS

[National Cohesive Wildland Fire Management Strategy](#) USFS

[Wildfire Risk to Communities](#) USFS

[Community Wildfire Protection Plans | Colorado State Forest Service](#)

[2022 Colorado Wildfire Risk Assessment Summary Report for San Juan County](#) CSFS

### OEM Training & Qualifications Summary for CWPP Proposal

Donovan has extensive experience with emergency planning for San Juan County. The CWPP update will be strengthened by recently completed professional wildfire-mitigation training undertaken in 2024–2025. This includes the **Community Wildfire Mitigation Best Practices (CWMBP, N9073)** course. The course is required for a **Wildfire Mitigation Specialist Team Member** and for Team Lead qualifications within the U.S. Forest Service for their **CMAT (Community Mitigation Assessment Team)**. This Summer I participated in **The Learning Exchange** in Gothic, Colorado, a statewide peer-learning event emphasizing rapid community assessments, home ignition evaluations, and collaborative approaches for motivating residents to take action. Completion of the Home Ignition Zone (HIZ)

Training in Gothic provided advanced instruction in extreme wildfire behavior, how homes ignite during firebrand/ember storms, and how to apply ***recognized*** assessment techniques within the HIZ. These trainings scale to the regional, community and home level. These trainings ensure the CWPP is up to date with the most current fire science, aligns with Colorado and national mitigation best practices, and incorporates on-the-ground assessment skills essential for accurate risk analysis and actionable mitigation recommendations.

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: San Juan County Public Health Service
Request \$55,000  Priority Grade:  Leveraging (Will the funding be matched by an outside agency or entity):  SJCPH's operating budget for 2026 will be \$350,000 which is entirely supported through Federal and State grant funding. The building expenses (Miner's Hospital) are provided in-kind by SJC, however, SJCPH does not rely on the County for any other funding. The County has been giving the Silverton Clinic \$27,000 to operate but no funding is passed to SJCPH. Public Health is a separate entity from the Silverton Clinic (now closed) and focuses on herd population.
Request Amount: \$55,000
Purchase Item(s)/Services:  \$45,000 for Core Public Health Services to maintain operations at current level. \$10,000 for a new Medical Director for 2026.
Purpose and Issue Addressing:  Due to the recent 15% budget cuts in Local Public Health dollars (\$45,000 deficit) from the Big Beautiful Bill we are short in funding this year.  We also have a new line item of needing to hire a new Medical Director due to Dr Brokering retiring. Medical Director expense for public health consultation is \$200/hr. We will budget a total of 50 hours/year however we likely won't need the entire amount and will keep the leftover funding in Emergency services for next year.

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

**Additional Information:**

SJCPH has not requested nor received ANY emergency funding from the sales tax. We may not need this funding next year and are asking for emergency relief for 2026 in hopes the State does not have to reduce public health funds as much in future years. Thank you for your consideration!

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton Medical Rescue
Request __1__ of __4__  Priority Grade:  Leveraging (Will the funding be matched by an outside agency or entity): We will be applying to the CREATE grant for matching funds, they historically provide 50% of the tuition for any educational program.
Request Amount: \$14,600
Purchase Item(s)/Services: Paramedic school tuition and associated costs at NMETC. (A & P prerequisite course, tuition, books, background check, drug panel, internship costs. Travel and room and board are covered through an arrangement with SMR and the student.)
Purpose and Issue Addressing:  We have high turnover in our paramedic positions due to our inability to pay competitive wages. One of the ways we have been addressing this is to put our current EMTs through a paramedic program. In return for us covering the cost of the program, they sign a contract to stay and work for us as a paramedic provider for a pre-agreed on period.  We would like to us NMETC which is a Nationally recognized program out of Massachusetts that provides a hybrid learning experience. The first year consists of online classes followed by 6 weeks of in person learning on their campus in Boston. The reason we have chosen this program is because it allows us to keep the EMT we are putting through the program to stay in Silverton and work shifts for us while they are in school.
Additional Information: We are finishing running our first successful trial of this model, one of our full-time EMT employees is finishing clinicals now and we are very happy with the quality of the program and, more importantly, that she was able to stay in Town and work during the majority of her schooling rather than moving to Denver for a year.

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton Medical Rescue

Request \_\_2\_\_ of \_\_4\_\_

Priority Grade:

Leveraging (Will the funding be matched by an outside agency or entity): No available funds to leverage for these devices at this time.

Request Amount: \$4,496

Purchase Item(s)/Services: EZ I/O kits for ambulances and stat packs including drills and needle sets.

Purpose and Issue Addressing: Our current I/O drills have reached the end of their effective life (we have had several issues of near failure on recent calls and our medics have had to improvise). Also, the price of the needles has increased so much that we have trouble buying them out of our disposable medical supplies budget.

Our previous drills from Teleflex have lasted almost 7 years and after researching alternatives, these are the most cost effective.

Additional Information:

Quote attached.



**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton Medical Rescue
Request ____ 3 ____ of ____ 4 ____  Priority Grade:  Leveraging (Will the funding be matched by an outside agency or entity): We have secured \$2,000 from the Western Colorado Community fund to put towards this project.
Request Amount: \$12,340
Purchase Item(s)/Services: EMS training manikins, adult and neonate. These full-size training manikins allow our employees to practice more realistic training scenarios including airway management, 12 lead interpretation with cardioversion and pacing, venous access, chest decompression sites.
Purpose and Issue Addressing: Our employees are required to complete a certain amount of continuing education hours per year to keep their certification current and our current training supplies are in disrepair or non-existent. These manikins would make our continuing education training more realistic and hands-on and will help our staff create tactile memory when practicing skills.  This quote includes a neonate version of this trainer; our team has successfully delivered one 26 week premature baby and have had 3 other pregnant women almost deliver their full-term babies in our ambulance.
Additional Information:  We have recently gotten one of our employees certified as a Pediatric Emergency Care Coordinator and her goal is to double the hours our team trains in pediatric emergencies each year. This manikin will go a long way towards our training and care for pediatric patients.

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton Medical Rescue
Request __ 4 __ of __ 4 __  Priority Grade:  Leveraging (Will the funding be matched by an outside agency or entity):
Request Amount:\$5,940
Purchase Item(s)/Services: Gear lockers
Purpose and Issue Addressing: Our team members bring thousands of dollars of their own equipment to their shifts to respond to backcountry rescue calls and our current storage space is inadequate and many of our team must store their gear on the floor or in the overhead storage space which is not quick or easy to access.
Additional Information: We do not have a quote attached for this item, the cost is simply what the price we get from our supplier for 9 lockers which would accommodate our full-time staff.

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton Medical Rescue
Request __5__ of __5__  Priority Grade:  Leveraging (Will the funding be matched by an outside agency or entity):
Request Amount: \$10,000
Purchase Item(s)/Services: Vehicle Maintenance
Purpose and Issue Addressing: We have had many unforeseen vehicle issues over the past year, and although we have been able to cover them, I would ask for this amount to cover further maintenance costs that we may incur this coming year. This would double our vehicle maintenance budget and will guarantee that we can keep our older vehicles on the road.
Additional Information:

SUMMARY

CREATION DATE 11/13/2025



ARROW  
HUDSON RCI  
LMA  
Pilling  
RUSCH  
WECK

SOLD-TO  
ACCOUNT NUMBER

1154865

SOLD-TO  
ACCOUNT NAME

Silverton - San Juan Ambulance

SOLD-TO  
ADDRESS

1428 Greene Street, Apartment 2B  
Silverton, CO 81433-5065

PRINTED BY

Tyler George  
tyler.george@silvertonrescue.org

ITEM NO.	DESCRIPTION	QTY	UOM	ITEM PRICE	TOTAL
9058	Arrow® EZ-IO® Power Driver	4	EA	\$299.00	\$1,196.00
9079-VC-005	Arrow® EZ-IO® Needle Set - 45 mm	2	BX	\$550.00	\$1,100.00
9018-VC-005	Arrow® EZ-IO® Needle Set - 15 mm	2	BX	\$550.00	\$1,100.00
9001-VC-005	Arrow® EZ-IO® Needle Set - 25 mm	2	BX	\$550.00	\$1,100.00
Subtotal					\$4,496.00
S&H					TBD
Tax					TBD
Total					\$4,496.00

Unless Shipping and Tax costs are specified, they are not included in the Grand Total.



Page URL:

Printed on:

# Shopping Cart

## ESTIMATE SHIPPING

**Country**

United States

**State/Province**

Please select a region, state or province.

**Zip/Postal Code**

## SUMMARY




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Subtotal	\$12,340.00
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Order Total	<b>\$12,340.00</b>
-------------	--------------------

**PROCEED TO CHECKOUT**

**MOVE ITEMS TO QUOTE**

Item	Price	Qty	Subtotal
 Simulaids STAT Manikin with New Deluxe Airway Management Head	<b>\$9,903.00</b>	1	<b>\$9,903.00</b>
			<a href="#">Remove item</a> <a href="#">Edit</a>
 Simulaids Medtronic Physio Quick Combo Training Cables for STAT and PDA STAT	<b>\$251.00</b>	1	<b>\$251.00</b>
			<a href="#">Remove item</a> <a href="#">Edit</a>
 Life/form C.H.A.R.L.I.E. Neonatal Resuscitation Simulator Without Interactive ECG Simulator	<b>\$2,186.00</b>	1	<b>\$2,186.00</b>
			<a href="#">Remove item</a> <a href="#">Edit</a>

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**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton San Juan Fire Rescue
Request <u>  1  </u> of <u>  4  </u>  Priority Grade: 1  Leveraging (Will the funding be matched by an outside agency or entity): DOLA, Town, County
Request Amount: \$15,000
Purchase Item(s)/Services: FPPA Pension Contribution
Purpose and Issue Addressing: FPPA Pension
Additional Information: DOLA, Town, and County matches contribution with \$15,000 each

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton San Juan Fire Rescue

Request   2   of   4  

Priority Grade: 1

Leveraging (Will the funding be matched by an outside agency or entity): El Pomar Foundation, County escrow

Request Amount: \$40,000

Purchase Item(s)/Services:  
Type 6 Wildland Engine

Purpose and Issue Addressing:

Upgrade our wildland firefighting capabilities from current 1997 engine and have the ability to offer as a resource with our suppression module.

Additional Information:

We have an award of \$20,000 from El Pomar Foundation that will expire November 26. We are matching that with \$20,000 from our apparatus escrow account.



**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton San Juan Fire Rescue
Request __3__ of __4__  Priority Grade: 1  Leveraging (Will the funding be matched by an outside agency or entity):
Request Amount: \$30,000
Purchase Item(s)/Services: Wildland Fire program operations, equipment, etc.
Purpose and Issue Addressing: Expand our wildland program for local capabilities as well as the ability to post resources for deployment to state and national fires.
Additional Information:

**Public Health, Safety and Emergency Services  
Tax Funding Request  
FY 2025**

Agency: Silverton San Juan Fire Rescue

Request   4   of   4  

Priority Grade: 1

Leveraging (Will the funding be matched by an outside agency or entity):

Request Amount: \$15,000

Purchase Item(s)/Services:  
Personal Protective Equipment

Purpose and Issue Addressing:  
Purchase PPE for new members, wildland PPE and cycle out of date PPE

Additional Information:  
Firefighting PPE has a usable life of 10 years mandated by NFPA 1851



# SAN JUAN COUNTY

## CREDIT CARD USE POLICY

All transactions charge to a Credit Card shall be made in compliance with San Juan County policies and procedures. San Juan County Credit Cards shall not be used to avoid or bypass adopted purchasing or procurement rules. Employees should exercise good judgement and act responsibly when using a County-issued Credit Card. Credit Cards are to be used only by authorized San Juan County Elected Officials and employees.

Credit cards should be used to discourage employees from using their personal funds to pay for County expenses.

All requests for the issuance of credit cards and card limits must be approved by the San Juan County Board of Commissioners.

The Department Head is accountable for the use of any County Credit Card assigned to their department.

The credit card is the property of San Juan County and must be kept secure at all times.

If a credit card is lost or stolen, the employee shall immediately notify the County Clerk and shall notify their department head and the County Administrator.

All Credit Card users will submit a Credit Card reconciliation monthly, no later than the last business day of the month with an itemized receipt for each charge.

The receipt must include:

1. The Vendor Name
2. Quantity Purchased
3. Unit Cost
4. Description of product
5. Transaction Date

If no itemized receipt is submitted a missing receipt form must be completed and signed by the cardholder and department head listing the required receipt items listed above.

Any employee found using a County Credit Card for an unauthorized use may be subject to the employment disciplinary process, in accordance with the San Juan County Personnel Policy, the following are examples of unauthorized charges:

- A. Personal, non-official expenses of any kind, for any reason.
- B. Purchases considered an inappropriate use of public funds.
- C. Alcoholic beverages.
- D. Entertainment of any kind.
- E. Using the County Credit Card to get Cash, gift cards or other cash equivalents.
- F. Professional services without a current County agreement.

Any unauthorized use may result in criminal charges.

If a County Credit Card is used for personal expenditures by accident the employee will be required to reimburse the County for the expenses charged plus any interest or penalty charges.

This Policy was approved by the San Juan County Commissioners on January 14, 2026.

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Austin Lashley, Chairman  
San Juan County Commissioners

**SAN JUAN COUNTY**

Credit Card Reconciliation Form		
Department	Description	Amount
	Credit Card Invoice Total	0

Name of Cardholder

Cardholder Signature



**Keenan's  
Plumbing & Heating, Inc.**  
2400 E. Main, Suite A, Montrose, CO 81401  
**PH: 970-249-3284 FAX: 970-249-6171**

Proposal Submitted To San Juan County		Phone 970-387-8040	Date January 9, 2026
Street PO Box 466		Job Description Steam Trap Replacement	
City, State, and Zip Silverton, CO 81433		Job Location 1557 Greene St, Silverton, CO 81433	
Attention Collin	Date of Plans	Reference Work Order #	EMAIL admin@sanjuancolorado.us

*Keenan's Plumbing & Heating proposes* hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:

**SEE PRICING BELOW**

**TERMS:** 50% down, balance due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are covered by Workman's Compensation Insurance. All accounts 30-days past due will be assessed a finance charge of 2% per month (24% per year) plus attorney's fees and/or collection fees. All warranty work will be done during normal business hours. Customer will be responsible for additional labor charges if warranty work is done after hours, on holidays or weekends.

Authorized signature: Alex Jay

*Alex Jay*

Note: This proposal may be withdrawn by Keenan's Plumbing and Heating Company if not accepted within 30 days. This number is good for 30 days from the date above. Due to unprecedented increases in the cost of labor and materials all pricing is subject to increase.

**Steam Trap Replacement**

Keenan's Plumbing and Heating, Inc. proposes to provide all labor and material to replace existing steam trap with the following:

1 - Sterlco 4124-GDPX	\$16,368.00
1 - Freight	\$500.00
1 - All associated piping and fittings to hook up new trap	\$1,900.00
Labor:	\$5,640.00

*Thank you for inviting our bid.*

*Upon acceptance, please sign and return one copy to Keenan's Plumbing and Heating. Thank You.*

<b>Acceptance of Proposal</b> – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  Date of Acceptance: _____	Signature _____
	Signature _____





SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>SUMMARY OF ALL FUNDS</b>	Beginning Balance	Revenue	Expenditures	Ending Balance
Total General Operation	1,592,845.87	2,936,760.62	3,332,140.18	1,197,466.31
Road & Bridge Operation	97,085.79	918,857.07	773,518.91	242,423.95
Contingency	54,554.98	0	0	54,554.98
TABOR Emergency	30,000.00	0	0	30,000.00
Social Services	68,955.42	199,719.81	175,221.26	93,453.97
Conservation Trust	15,062.15	1,143.42	0	16,205.57
County Lodging Tax	370,281.32	160,704.28	75,000.00	455,985.60
Emergency Services Fund	1,897,398.52	1,060,102.49	845,932.45	2,111,568.56
Affordable Housing Fund	317,009.80	168,442.34	183,588.67	301,863.47
Noxious Weed Management	11,896.78	0	0	11,896.78
Escrow Accounts (Below)	1,169,421.14	38,515.07	-	1,207,936.21
<b>TOTAL</b>	<b>5,624,511.77</b>	<b>5,484,245.10</b>	<b>5,385,401.47</b>	<b>5,723,355.40</b>

**ESCROW ACCOUNTS**

Ambulance	105,131.76	1,053.62	-	106,185.38
Assessor/Treasurer	3,956.06	298.33	-	4,254.39
Clerk's Technology Fund	5,774.40	623.00	-	6,397.40
Computer Equipment	4,656.53	211.22	-	4,867.75
County Barn	64,478.26	2,208.51	-	66,686.77
Courthouse	148,480.19	21,039.00	-	169,519.19
CR 2 and 110 Asphalt Maintenance	105,231.79	3,512.42	-	108,744.21
Emergency Preparedness	3,146.97	341.61	-	3,488.58
Fire Department	108,808.79	3,035.96	-	111,844.75
Gravel	150,801.11	476.34	-	151,277.45
Historical Archives	620.55	101.05	-	721.60
Land Use Fund	83,580.94	1,327.98	-	84,908.92
LOST 4-Wheelers	4,323.04	158.77	-	4,481.81
Road Equipment	11,958.34	2,362.48	-	14,320.82
Search and Rescue	26,527.54	682.18	-	27,209.72
Secure Rural Schools	139,258.39	-	-	139,258.39
Sheriff's Vehicle	40,516.45	346.43	-	40,862.88
Visitor Enhancement (Lodging Fund)	40,168.22	-	-	40,168.22
Workforce Housing (Lodging Fund)	122,001.81	736.17	-	122,737.98
	<b>1,169,421.14</b>	<b>38,515.07</b>	<b>-</b>	<b>1,207,936.21</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

**REVENUE ALL FUNDS**

			92% of Year	
	Budget	November	Year to Date	% of Budget
General Operation	2,951,182.00	110,426.11	2,664,241.90	0.90
General Operation Grants	142,500.00	-	272,518.72	1.91
General Operation Total	3,093,682.00	110,426.11	2,936,760.62	0.95
Road & Bridge Operation	713,600.00	16,112.69	918,857.07	1.29
Emergency Services Fund	1,100,000.00	165,720.07	1,060,102.49	0.96
Contingency	-	-	-	-
County Lodging Tax	170,000.00	76,739.67	160,704.28	0.95
Conservation Trust	1,200.00	32.39	1,143.42	0.95
TABOR Emergency	-	-	-	-
Noxious Weed Management	-	-	-	-
Social Services	173,499.00	10,146.20	199,719.81	1.15
Anvil Mountain Workforce Housing	200,000.00	11,544.47	168,442.34	0.84
Escrow Accounts (Below)	501,000.00	3,463.13	38,515.07	0.08
<b>TOTAL</b>	5,952,981.00	394,184.73	5,484,245.10	0.92

**Escrow Accounts**

Ambulance	10,000.00	94.65	1,053.62	0.11
Assessor/Treasurer	200.00	26.80	298.33	1.49
Clerk's Technology Fund	400.00	46.00	623.00	1.56
Computer Equipment	200.00	19.02	211.22	1.06
County Barn	10,000.00	198.37	2,208.51	0.22
Courthouse	150,000.00	1,902.70	21,039.00	0.14
CR 2 and 110 Asphalt Maintenance	5,000.00	315.49	3,512.42	0.70
Emergency Preparedness	300.00	30.68	341.61	1.14
Fire Department	20,000.00	272.70	3,035.96	0.15
Gravel	25,000.00	42.79	476.34	0.02
Historical Archives	100.00	9.08	101.05	1.01
Land Use Fund	5,000.00	119.28	1,327.98	0.27
LOST 4-Wheelers	100.00	14.26	158.77	1.59
Road Equipment	163,000.00	212.20	2,362.48	0.01
Search and Rescue	5,000.00	61.87	682.18	0.14
Secure Rural Schools	-	-	-	-
Sheriff's Vehicle	10,000.00	31.12	346.43	0.03
Visitor Enhancement (Lodging Fund)	32,000.00	-	-	-
Workforce Housing (Lodging Fund)	64,700.00	66.12	736.17	0.01
<b>TOTAL</b>	501,000.00	3,463.13	38,515.07	0.08

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

**REVENUES**

				92% of Year
<b>GENERAL FUND</b>	<b>Budget</b>	<b>November</b>	<b>Year to Date</b>	<b>% of Budget</b>
Property Tax	1,393,897.00	32,310.02	1,345,139.16	0.97
Delinquent Tax + Interest	4,000.00	2,318.01	7,244.08	1.81
Treasurer's Fees	25,000.00	4,128.93	29,045.42	1.16
S.O. Tax A, B, C, F	95,000.00	6,744.37	91,554.62	0.96
Miscellaneous Revenue	10,000.00	-	20,385.94	2.04
Cigarette Tax	425.00	31.22	403.27	0.95
Courthouse Rent	-	-	-	-
Hospital Building Rent	8,400.00	700.00	3,500.00	0.42
Preschool Rent	5,000.00	-	3,000.00	0.60
Veterans	14,000.00	-	8,394.78	0.60
Town Contract - Sheriff	378,189.00	-	311,399.58	0.82
Clerk's Fees	55,000.00	9,713.45	53,236.71	0.97
Sales Tax	225,000.00	34,327.17	251,581.75	1.12
Excise Tax	2,200.00	107.31	1,445.16	0.66
Health Dept. Grants & Fees	390,700.00	1,319.07	341,951.47	0.88
Liquor Licenses	1,150.00	-	1,225.00	1.07
Investment Income	65,000.00	5,110.05	56,588.82	0.87
Copies - Maps - etc.	100.00	-	-	-
Building Permits / Fees	-	-	-	-
Subdivision Fees	-	-	-	-
Land Use Fees	7,500.00	132.00	18,014.14	2.40
Alpine Ranger	-	-	-	-
Social Services	75,621.00	5,815.51	57,459.04	0.76
Mineral Lease Severence	-	-	-	-
USFS Contract - Sheriff	7,500.00	-	3,996.84	0.53
BLM Contract - Sheriff	10,000.00	-	-	-
Sheriff's Fees/Fines	5,000.00	-	-	-
Advertise/Overbids	5,000.00	7,669.00	8,136.00	1.63
Road & Bridge Administration	-	-	-	-
IGA with Town of Silverton	20,000.00	-	36,909.00	1.85
Election Riemburse	6,000.00	-	13,631.12	2.27
Emergency Services Insurance	20,000.00	-	-	-
Emergency Services Admin .01%	11,500.00	-	-	-
Lodging Tax Admin. .03%	5,000.00	-	-	-
Anvil Mountain Admin. .03%	5,000.00	-	-	-
Escrow Transfer In	100,000.00	-	-	-
Transfer In ES Sales Tax & Anvil	-	-	-	-
<b>Sub-Total</b>	<b>2,951,182.00</b>	<b>110,426.11</b>	<b>2,664,241.90</b>	<b>0.90</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

GENERAL FUND GRANTS	Budget	November	Year to Date	92% of Year
				% of Budget
Emergency Management	17,500.00	-	33,166.22	1.90
Housing Solution CDBG	-	-	-	-
DOLA Courthouse	-	-	67,885.80	-
SHF Courthouse	-	-	20,247.16	-
CDPHE Communication Liaison	-	-	-	-
Clerks Technology Grant	-	-	-	-
CDPHE Mapping	-	-	-	-
EPA Cooperative Agreement	110,000.00		128,654.55	1.17
Courthouse Security Grant			4,716.99	
Other Grants	15,000.00		17,848.00	1.19
<b>Sub-Total</b>	<b>142,500.00</b>	-	<b>272,518.72</b>	<b>1.91</b>
<b>TOTAL</b>	<b>3,093,682.00</b>	<b>110,426.11</b>	<b>2,936,760.62</b>	<b>0.95</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>REVENUES</b>				92% of Year
<b>ROAD AND BRIDGE FUND</b>	Budget	November	Year to Date	% of Budget
Property Tax	18,000.00	406.78	17,513.49	0.97
Delinquent Tax and Interest	100.00	37.45	128.18	1.28
Highway Users Tax	336,000.00	7,210.89	375,978.84	1.12
S.O. Tax A, B, C, F	1,500.00	124.24	1,686.53	1.12
P.I.L.T.	125,000.00	-	113,586.00	0.91
Forest Reserve	50,000.00	-	12,355.13	0.25
Sales Tax	100,000.00	8,333.33	91,666.63	0.92
CORE Mountain Fee	7,000.00	-	-	-
Refunds	1,000.00	-	-	-
Transportation Permit Fee	10,000.00	-	186,366.69	18.64
EPA COOP Agreement	60,000.00	-	93,165.90	1.55
Title II SRS	-	-	-	-
LATCF	-	-	-	-
Miscellaneous	5,000.00	-	26,409.68	5.28
Sub-Total	713,600.00	16,112.69	918,857.07	1.29
Escrow Transfer In	-	-	-	-
<b>TOTAL</b>	713,600.00	16,112.69	918,857.07	1.29

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

**EXPENDITURES ALL FUNDS**

	Budget	November	Year to Date	92% of Year % of Budget
General Operation Total	3,522,831.00	488,811.16	3,332,140.18	0.95
General Operation	2,706,361.00	488,811.16	3,000,271.18	1.11
General Operation Grants	330,649.00	-	331,869.00	1.00
Road & Bridge Operation	597,736.00	94,283.72	773,518.91	1.29
Emergency Services Fund	941,728.00	115,517.08	845,932.45	0.90
Contingency	10,000.00	-	-	-
County Lodging Tax	203,717.00	-	75,000.00	0.37
Conservation Trust	6,000.00	-	-	-
Noxious Weed Management	1,988.00	-	-	-
TABOR Emergency	-	-	-	-
Social Services	168,500.00	6,388.75	175,221.26	1.04
Anvil Mountain Workforce Housing	172,000.00	33,915.50	183,588.67	1.07
Escrow Accounts (Below)	646,000.00	-	-	-
<b>TOTAL</b>	<b>6,270,500.00</b>	<b>779,220.46</b>	<b>5,744,211.40</b>	<b>0.92</b>

**Escrow Accounts**

Ambulance	-	-	-	-
Assessor/Treasurer	-	-	-	-
Clerk's Technology Fund	-	-	-	-
Computer Equipment	-	-	-	-
County Barn	40,000.00	-	-	-
Courthouse	150,000.00	-	-	-
CR 2 and 110 Asphalt Maintenance	20,000.00	-	-	-
Emergency Preparedness	-	-	-	-
Fire Department	30,000.00	-	-	-
Gravel	120,000.00	-	-	-
Historical Archives	-	-	-	-
Land Use Fund	10,000.00	-	-	-
LOST 4-Wheelers	-	-	-	-
Road Equipment	163,000.00	-	-	-
Secure Rural School	25,000.00	-	-	-
Sheriff's Vehicle	50,000.00	-	-	-
Visitor Enhancement	55,000.00	-	-	-
Workforce Housing	125,000.00	-	-	-
<b>TOTAL</b>	<b>788,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

**EXPENDITURES GENERAL FUND**

	Budget	November	Year to Date	92% of Year % of Budget
Administrator	149,000.00	10,102.77	113,465.32	0.76
Assessor	169,000.00	13,236.65	142,780.86	0.84
Clerk & Recorder	202,000.00	13,543.80	346,560.08	1.72
Commissioners	180,600.00	13,873.36	157,309.40	0.87
Communications Liaison	116,649.00	7,917.47	92,189.94	0.79
Coroner	31,526.00	4,759.62	27,132.60	0.86
County Attorney	55,000.00	4,150.00	46,650.00	0.85
Custodian	201,800.00	17,293.28	155,124.84	0.77
District Attorney	38,246.00	-	40,760.92	1.07
Elections	15,000.00	6,419.81	20,143.91	1.34
Health Dept.	417,467.00	34,027.07	345,676.52	0.83
Intergovernment	304,325.00	119,351.26	235,384.73	0.77
Jail	15,000.00	156.00	24,360.00	1.62
Office of Emergency Preparedness	94,994.00	9,361.37	125,816.77	1.32
Sheriff	657,000.00	80,305.38	487,017.74	0.74
Surveyor	2,500.00		-	-
Treasurer	169,000.00	11,342.12	101,813.63	0.60
Veterans Officer	17,724.00	1,940.48	19,128.35	1.08
Miscellaneous	75,000.00	140,368.55	519,316.63	6.92
<b>Sub-Total</b>	<b>2,911,831.00</b>	<b>488,148.99</b>	<b>3,000,632.24</b>	<b>1.03</b>
Grants	25,000.00	-	610.00	0.02
<b>Sub-Total</b>	<b>2,936,831.00</b>	<b>488,148.99</b>	<b>3,001,242.24</b>	<b>1.02</b>
Treasurer's Fees	35,000.00	662.17	5,493.37	0.16
Transfer to Escrow	300,000.00		-	-
Escrow Expenditures	276,000.00		-	-
<b>Sub-Total</b>	<b>611,000.00</b>	<b>662.17</b>	<b>5,493.37</b>	<b>0.01</b>
<b>General Operations Total</b>	<b>3,522,831.00</b>	<b>488,811.16</b>	<b>3,006,125.61</b>	<b>1.04</b>
Emergency Services Expenditures	781,028.00	115,517.08	845,932.45	1.08
Anvil Mountain Expenditures	145,000.00	33,915.50	183,588.67	1.27
<b>TOTAL</b>	<b>4,473,859.00</b>	<b>638,243.74</b>	<b>4,036,256.73</b>	<b>0.90</b>



SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

EXPENDITURES				92% of Year
ADMINISTRATOR	Budget	November	Year to Date	% of Budget
Personnel	132,954.00	9,690.64	108,872.29	0.82
Supplies	1,000.00	16.55	1,730.02	1.73
Telephone/Internet	1,000.00	87.98	929.18	0.93
Postage	100.00	-	73.00	0.73
Travel	2,000.00	307.60	1,207.26	0.60
Training	1,000.00	-	-	0.00
Electronic Equipment	-	-	-	0.00
Equipment Repair/Maint.	500.00	-	487.50	0.00
Subscription - Dues	250.00	-	104.00	0.42
Planning	10,000.00	-	-	0.00
Miscellaneous	196.00	-	62.07	0.32
<b>TOTAL</b>	<b>149,000.00</b>	<b>10,102.77</b>	<b>113,465.32</b>	<b>0.76</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>EXPENDITURES</b>				92% of Year
<b>ASSESSOR</b>	Budget	November	Year to Date	% of Budget
Personnel	102,090.00	8,486.47	93,866.83	0.92
Supplies	8,000.00	185.18	11,448.32	1.43
Telephone	-	-	-	-
Postage	1,000.00	-	73.00	0.07
Printing	100.00	-	-	-
Travel	2,500.00	-	-	-
Dues	2,000.00	690.00	690.00	0.35
Computer Lease	35,000.00	3,875.00	23,505.39	0.67
Mapping	12,000.00	-	7,750.00	0.65
Master Touch	-	-	2,521.44	-
Equipment	1,000.00	-	-	-
Consulting	5,000.00	-	2,925.88	0.59
Miscellaneous	310.00	-	-	-
<b>TOTAL</b>	<b>169,000.00</b>	<b>13,236.65</b>	<b>142,780.86</b>	<b>0.84</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

**EXPENDITURES**

<b>CLERK</b>	<b>Budget</b>	<b>November</b>	<b>Year to Date</b>	<b>92% of Year % of Budget</b>
Personnel	178,996.00	13,079.89	147,752.51	0.83
Supplies	3,500.00	201.68	6,533.25	1.87
Telephone/Internet	-	-	-	-
Postage	1,500.00	-	226.69	0.15
Printing	750.00	90.23	686.47	0.92
Travel - Training	1,000.00	-	1,841.73	1.84
Dues - Meetings	1,000.00	-	245.08	0.25
Recording Service and Maintenance	10,000.00	-	4,560.00	0.46
Recorder's Equipment Replacement	-	-	-	-
Document Historic Plat Maps	5,000.00	172.00	172.00	0.03
Miscellaneous	254.00	-	-	-
<b>TOTAL</b>	<b>202,000.00</b>	<b>13,543.80</b>	<b>162,017.73</b>	<b>0.80</b>

**EXPENDITURES**

<b>Elections</b>	<b>Budget</b>	<b>Year to Date</b>	<b>92% of Year % of Budget</b>
Personnel	-	-	3,854.85
Supplies Etc.	-	6,419.81	16,289.06
<b>Total</b>	<b>15,000</b>	<b>6,419.81</b>	<b>20,143.91</b>
			<b>1.34</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>EXPENDITURES</b>	92% of Year			
<b>COMMISSIONERS</b>	Budget	November	Year to Date	% of Budget
Personnel	174,946.00	13,761.36	153,660.10	0.88
Supplies	1,500.00	-	2,252.61	1.50
Telephone	-	-	-	-
Postage	50.00	112.00	112.00	2.24
Printing	1,600.00	-	775.36	0.48
Travel	2,000.00	-	509.33	0.25
Miscellaneous	504.00	-	-	-
<b>TOTAL</b>	<b>180,600.00</b>	<b>13,873.36</b>	<b>157,309.40</b>	<b>0.87</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>EXPENDITURES</b>	<b>92% of Year</b>			
<b>CUSTODIAN</b>	<b>Budget</b>	<b>November</b>	<b>Year to Date</b>	<b>% of Budget</b>
<b><u>COURTHOUSE</u></b>				
Personnel	60,000.00	4,648.05	51,837.88	0.86
Supplies	2,500.00	638.99	2,511.60	1.00
Maintenance	2,500.00	75.00	2,239.00	0.90
Repairs	5,000.00	-	14,977.75	3.00
Utilities	11,000.00	1,333.72	13,163.32	1.20
Propane/Coal	40,000.00	3,633.65	26,702.81	0.67
Vehicle Maintenance	500.00	-	543.92	1.09
Miscellaneous	500.00	-	900.00	1.80
<b>Sub-Total</b>	<b>122,000.00</b>	<b>10,329.41</b>	<b>112,876.28</b>	<b>0.93</b>
<b><u>HOSPITAL</u></b>				
Personnel	30,000.00	2,289.34	25,532.10	0.85
Supplies	800.00	-	1,641.33	2.05
Maintenance	4,500.00	1,566.76	3,520.51	0.78
Repairs	4,000.00	-	387.94	0.10
Utilities	40,000.00	3,107.77	11,166.68	0.28
Coal	-	-	-	-
Miscellaneous	500.00	-	-	-
<b>Sub-Total</b>	<b>79,800.00</b>	<b>6,963.87</b>	<b>42,248.56</b>	<b>0.53</b>
<b>TOTAL</b>	<b>201,800.00</b>	<b>17,293.28</b>	<b>155,124.84</b>	<b>0.77</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>EXPENDITURES</b>	92% of Year			
<b>PUBLIC HEALTH DEPARTMENT</b>	Budget	November	Year to Date	% of Budget
Personnel by General Fund	24,000.00	1,400.00	1,400.00	0.06
Supplies	9,000.00	198.00	14,610.21	1.62
Postage	-	-	109.45	-
Telephone	-	-	-	-
Travel - Training	2,500.00	159.89	192.00	0.08
Dues - Meetings	750.00	242.00	595.30	0.79
Licenses & Certifications	270.00		146.00	0.54
Vaccines	500.00		384.43	-
Miscellaneous	500.00		100.00	0.20
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Total Operations	37,520.00	1,999.89	17,537.39	0.47
Personnel by Grant	379,947.00	16,912.68	192,953.18	0.51
Emergency Planning PHEP	20,000.00	-	-	-
CHAPS/PHIP	9,500.00	-	2,200.00	0.23
ARPA	-	-	-	-
STEPP	60,000.00	-	320.64	0.01
IMM3	-	-	9,992.94	-
IMM4	20,000.00	-	-	-
Miscellaneous Grants	10,000.00	6,702.72	8,702.72	-
Senior Grant	2,500.00	1,820.00	16,066.70	6.43
ELC an dELC Enhanced	31,000.00	700.00	25,324.27	0.82
CDC	154,700.00	5,100.14	56,101.54	0.36
SWORD	40,300.00	791.64		
CORE Services	42,700.00	-	15,685.50	0.37
Total Grants	390,700.00	32,027.18	328,139.13	0.84
<hr/>				
<b>TOTAL</b>	<b>428,220.00</b>	<b>34,027.07</b>	<b>345,676.52</b>	<b>0.81</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

**EXPENDITURES**

				92% of Year
<b>INTERGOVERNMENT</b>	Budget	November	Year to Date	% of Budget
La Plata Public Health	2,000.00		-	-
Planning Commission	400.00		-	-
Area Agency on Aging	6,000.00		6,000.00	1.00
Club 20	300.00		-	-
NACO	450.00		450.00	1.00
Volunteers of America	300.00		-	-
Region 9 E.D. District	950.00		-	-
Cemetery Donation	250.00		-	-
Fire Dept. Donations	100.00		-	-
San Juan Development Assoc.	6,000.00		-	-
Social Services	86,434.00	6,512.26	78,247.66	0.91
Social Services Misc.			1,223.42	
Colorado SBDC	211.00		-	-
Town Shared Services	35,000.00		-	-
School - Subdivision Fees	-		-	-
Annual Audit	15,000.00		15,000.00	1.00
Liability Insurance (CTSI)	105,000.00	109,828.00	109,828.00	1.05
Workers Comp. Insurance (CTSI)	4,000.00	3,011.00	3,011.00	0.75
Transportation Dues	450.00		-	-
Housing Solutions Grant	500.00		-	-
AXIS Mental Health	500.00		-	-
CCI Dues	6,730.00		6,829.00	1.01
Preschool Loan	6,000.00		6,000.00	1.00
MSI	1,000.00		-	-
Fireworks Donation	250.00		-	-
Silverton Clinic	26,000.00		8,795.65	0.34
Silverton Youth Center	500.00		-	-
<b>Sub-Total</b>	<b>304,325.00</b>	<b>119,351.26</b>	<b>235,384.73</b>	<b>0.77</b>
 <b>GRANTS</b>				
SHF Courthouse	10,000.00		610.00	0.06
Housing Solutions CDBG	-		-	-
EPA Cooperative Agreement	-		-	-
Other Grants	15,000.00		-	-
<b>Sub-Total</b>	<b>25,000.00</b>	<b>-</b>	<b>610.00</b>	<b>0.02</b>
 <b>TOTAL</b>	 <b>329,325.00</b>	 <b>119,351.26</b>	 <b>235,994.73</b>	 <b>0.72</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

EXPENDITURES				92% of Year
INTERGOVERNMENT	Budget	November	Year to Date	% of Budget
<u>MISC</u>				
Snow Shovelling		925.00	14,712.00	
Eye Insurance			378.56	
Porta Johns			718.00	
VERO		972.14	10,665.70	
Treasury			4,498.00	
Alpine Water Grant			22,337.00	
E 470 Toll			11.50	
Copier		282.19	11,887.11	
Great West Life		4,039.02	39,929.90	
Skid Steer Chains			1,300.00	
S and S Lock Service			12,687.50	
250-150 Donation			1,000.00	
Courthouse Restoration			10,450.00	
Portable Heating System			12,500.00	
Affordable Housing Lodging Tax			13,000.00	
Statewide Internet Portal			1,016.40	
Silverton Family Learning Center			45,000.00	
Hardware			25.98	
Creative Crackerjack - Andrews			1,589.17	
IT - ADA			8,750.00	
Microfiche Replacement			5,565.50	
Preschool Boiler			9,325.00	
SJDA Signs			25,000.00	
SJDA Tourism Enhancement			1,200.00	
SJMA Ice Lake Toilets			3,000.00	
Cat Finance		133,952.35	133,952.35	
Snowmobile Club Donation		116.00	116.00	
Building Inspector Fuel		81.85	81.85	
Hospital Building Heat System			128,619.11	
Total	50,000.00	140,368.55	519,316.63	



SAN JUAN COUNTY  
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**MISCELLANEOUS OFFICES**

November

<b>EXPENDITURES</b>				
<b>COMMUNICATIONS LIAISON</b>				
	Budget		Year to Date	92% of Year % of Budget
Personnel	90,649.00	7,917.47	89,352.90	0.99
Miscellaneous	26,000.00	-	2,837.04	0.11
<b>TOTAL</b>	<b>116,649.00</b>	<b>7,917.47</b>	<b>92,189.94</b>	<b>0.79</b>

<b>EXPENDITURES</b>				
<b>CORONER</b>				
	Budget		Year to Date	% of Budget
Personnel	16,526.00	1,379.62	15,153.41	0.92
Miscellaneous	15,000.00	3,380.00	11,979.19	0.80
<b>TOTAL</b>	<b>31,526.00</b>	<b>4,759.62</b>	<b>27,132.60</b>	<b>0.86</b>

<b>EXPENDITURES</b>				
<b>COUNTY ATTORNEY</b>				
	Budget		Year to Date	% of Budget
Personnel	54,500.00	4,150.00	46,450.00	0.85
Miscellaneous	500.00		200.00	0.40
<b>TOTAL</b>	<b>55,000.00</b>	<b>4,150.00</b>	<b>46,650.00</b>	<b>0.85</b>

<b>EXPENDITURES</b>				
<b>DISTRICT ATTORNEY</b>				
	Budget		Year to Date	% of Budget
Operations	35,545.00		38,060.23	1.07
La Plata Courthouse Remodel	2,701.00		2,700.69	1.00
<b>TOTAL</b>	<b>38,246.00</b>	<b>-</b>	<b>40,760.92</b>	<b>1.07</b>

<b>EXPENDITURES</b>				
<b>EMERGENCY PREPAREDNESS</b>				
	Budget		Year to Date	% of Budget
Personnel	55,444.00	8,788.71	98,211.50	1.77
PIO	9,550.00	-	11,286.00	1.18
Miscellaneous	30,000.00	572.66	16,319.27	0.54
<b>TOTAL</b>	<b>94,994.00</b>	<b>9,361.37</b>	<b>125,816.77</b>	<b>1.32</b>

<b>EXPENDITURES</b>				
<b>SURVEYOR</b>				
	Budget		Year to Date	% of Budget
Personnel	1,659.00		-	-
Miscellaneous	841.00		-	-
<b>TOTAL</b>	<b>2,500.00</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>EXPENDITURES</b>				
<b>VETERANS OFFICER</b>				
	Budget		Year to Date	% of Budget
Personnel	5,597.00	1,380.48	15,606.62	2.79
Miscellaneous	-	560.00	3,521.73	
<b>TOTAL</b>	<b>5,597.00</b>	<b>1,940.48</b>	<b>19,128.35</b>	<b>3.42</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>EXPENDITURES</b>			92% of Year
<b>SHERIFF</b>	Budget	Year to Date	% of Budget
Personnel	521,472.00	368,352.47	0.71
Workers Comp Ins.	11,500.00	6,729.00	0.59
Supplies	15,000.00	16,664.95	1.11
Telephone/Internet	8,000.00	6,618.48	0.83
Postage	500.00	280.48	0.56
Printing	250.00	-	-
Training	2,500.00	2,648.15	1.06
Dues - Meetings	2,000.00	3,465.06	1.73
Ads - Legal Notices	300.00	-	-
Bonds	-	-	-
Vehicle Maintenance	8,000.00	14,825.39	1.85
Gasoline	23,000.00	17,819.74	0.77
Transient Persons	-	-	-
Dispatch Services	36,000.00	19,512.36	0.54
Vehicle Insurance	6,000.00	6,512.00	1.09
Insurance	13,000.00	7,129.00	0.55
Matching Grant Funds	-	-	-
Rescues	150.00	-	-
Communications Towers	8,500.00	7,777.00	0.91
Special Events (4th of July)	500.00	-	-
Miscellaneous	328.00	1,819.66	5.55
Escrow	-	-	-
Sub-Total	657,000.00	480,153.74	0.73
JAIL	15,000.00	9,360.00	0.62
<b>TOTAL</b>	<b>672,000.00</b>	<b>480,153.74</b>	<b>0.71</b>

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>EXPENDITURES</b>				92% of Year
<b>TREASURER</b>	Budget	November	Year to Date	% of Budget
Personnel	102,090.00	8,220.14	90,911.41	0.89
Supplies	1,000.00	21.98	1,219.56	1.22
Telephone/Internet	-		-	-
Postage	500.00		106.67	0.21
Printing	4,000.00		2,111.23	0.53
Travel	1,700.00		-	-
Dues - Meetings	1,500.00	600.00	2,209.44	1.47
Computer Lease	11,139.00	2,500.00	4,714.45	0.42
Electronic Equipment	-		-	-
Maps	-		-	-
Miscellaneous	471.00		540.87	1.15
<b>TOTAL</b>	122,400.00	11,342.12	101,813.63	0.83

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

<b>EXPENDITURES</b>				92% of Year
<b>AMBULANCE ACCOCATION</b>	Budget	November	Year to Date	% of Budget
Ambulance Association	589,600.00	49,133.33	540,466.30	0.92
Escrow	10,000.00	-	10,000.00	1.00
Insurance		2,799.00		
<b>SUBTOTAL</b>	599,600.00	51,932.33	550,466.30	0.92

<b>EXPENDITURES</b>				100% of Year
<b>FIRE AUTHORITY</b>	Budget		Year to Date	% of Budget
Fire Authority	57,750.00	-	57,750.00	1.00
Building Operation and Maintenance	18,500.00	1,046.99	14,227.18	0.77
Insurance	16,500.00	15,305.00	15,305.00	0.93
Building Lease Purchase	25,678.00	12,838.70	38,516.10	1.50
Truck Lease Purchase	19,713.00	19,713.06	19,713.06	1.00
Fireman's Pension	30,000.00	-	30,000.00	1.00
Escrow	20,000.00	-	20,000.00	1.00
<b>SUBTOTAL</b>	188,141.00	48,903.75	195,511.34	1.04

Emergency Services Other	223,459.00		142,474.81	0.64
Transfer to Escrow	5,000.00		5,000.00	1.00
Tax Refund	10,000.00		-	-
Emergency Fire Fund	700.00		-	-
Insurance	15,000.00	14,681.00	14,681.00	0.98
Ambulance Building	70,000.00			
Administration 1%	11,000.00		-	-
Other			-	
<b>SUBTOTAL</b>	335,159.00	14,681.00	162,155.81	0.48

<b>TOTAL</b>	1,122,900.00	115,517.08	908,133.45 (35,000.00) 11633.59 884,767.04	1.96
<b>EXPENDITURES</b>				

<b>Anvil Mountian</b>				
Payments	82,000.00	6,770.33	74,473.63	0.91
Utilities	50,000.00	5,073.17	42,025.88	0.84
Other	20,000.00	95.00	45,112.16	2.26
Insurance	20,000.00	21,977.00	21,977.00	1.10
<b>TOTAL</b>	145,000.00	33,915.50	183,588.67	1.27

SAN JUAN COUNTY  
NOVEMBER 2025 FINANCIAL REPORT

**EXPENDITURES**

<b>ROAD AND BRIDGE</b>	<b>Budget</b>	<b>November</b>	<b>Year to Date</b>	<b>92% of Year % of Budget</b>
Personnel	385,933.00	26,167.08	324,697.62	0.84
Administration	-	-	-	-
Liability Insurance (CTSI)	30,000.00	28,184.00	28,184.00	0.94
Workers Comp. Insurance (CTSI)	16,500.00	9,273.00	9,273.00	0.56
Travel	-	-	58.21	-
Utilities	9,000.00	1,230.46	10,576.09	1.18
Supplies	25,000.00	7,336.74	26,806.66	1.07
Coal/Propane	7,500.00	312.19	5,499.49	0.73
Building Maintenance	2,500.00	545.61	545.61	0.22
Safety - Signs	3,000.00	989.29	989.29	0.33
Fuel	50,000.00	3,941.93	46,710.32	0.93
Oil - Antifreeze	2,000.00	-	-	-
Tires	6,000.00	-	1,309.58	0.22
Equipment Repair	50,000.00	9,333.61	75,324.91	1.51
Magnesium Chloride	30,000.00	-	18,620.00	-
Avalanche Control	2,500.00	-	-	-
Rock Work - Blasting	-	-	-	-
Culverts	22,500.00	-	2,061.60	0.09
Gravel - Permit	331.00	-	-	-
Snow Removal	8,500.00	-	7,250.00	0.85
Bridge Maintenance	-	-	-	-
Equipment Payment	-	-	-	-
CDL Physicals/License	200.00	-	160.00	0.80
Clothing Allowance	600.00	-	400.00	0.67
Asphalt Materials & Striping	1,000.00	-	-	-
Miscellaneous	2,000.00	-	6,250.00	3.13
<b>Sub-Total</b>	<b>655,064.00</b>	<b>87,313.91</b>	<b>564,716.38</b>	<b>0.86</b>
Treasurer's Fees	2,000.00	379.86	6,266.96	3.13
Transfer to Escrows	40,000.00	-	-	-
Transfer to School	-	-	-	-
<b>Sub-Total</b>	<b>697,064.00</b>	<b>87,693.77</b>	<b>570,983.34</b>	<b>0.82</b>
Escrow Expenditures	300,000.00	6,589.95	202,535.57	-
<b>TOTAL</b>	<b>997,064.00</b>	<b>94,283.72</b>	<b>773,518.91</b>	<b>0.78</b>

Statement of Revenues and Disbursements

San Juan County

Selected Fiscal Year: 2025

Selected Date Range: 7/1/2025 - 12/31/2025

Fund	Balance	Current	Prior	Specific	Misc.	Disbursements	Treasurer's	Other	Balance
	7/1/2025	Tax	Tax	Ownership	Collections		Fees	Expenses	12/31/2025
010 - COUNTY GENERAL FUND	\$1,785,479.19	\$381,544.60	\$536.00	\$59,581.23	\$2,381,469.09	(\$2,138,697.94)	(\$10,192.48)	(\$371,284.82)	\$2,088,434.87
020 - COUNTY ROAD & BRIDGE	\$386,037.14	\$4,947.77	\$9.88	\$1,097.54	\$454,695.97	(\$470,419.74)	(\$3,166.05)	(\$66,799.70)	\$306,442.81
030 - CONTINGENT FUND	\$54,554.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,554.94
035 - AMENDMENT 1-EMERGENCY	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
040 - SOCIAL SERVICE FUND	\$93,602.54	\$5,843.58	\$8.21	\$912.53	\$103,468.76	(\$113,949.86)	\$0.00	(\$15,217.74)	\$74,668.02
045 - AFFORDABLE HOUSING FUN	\$405,398.82	\$137.92	\$0.00	\$0.00	\$92,255.00	\$0.00	\$0.00	(\$193,417.56)	\$304,374.18
050 - CONSERVATION TRUST	\$15,796.88	\$567.59	\$0.00	\$0.00	\$192.88	\$0.00	\$0.00	\$0.00	\$16,557.35
051 - LODGING TAX FUND	\$375,784.60	\$0.00	\$0.00	\$0.00	\$107,795.18	\$0.00	\$0.00	(\$151,461.94)	\$332,117.84
052 - TOURISM BOARD FUND	\$5,235.80	\$0.96	\$0.00	\$0.00	\$151,461.94	\$0.00	\$0.00	(\$144,240.82)	\$12,457.88
055 - NOXIOUS WEED FUND	\$11,896.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,896.78
060 - TOWN OF SILVERTON	\$0.00	\$129,662.57	\$297.90	\$18,300.31	\$1,610.14	(\$146,855.86)	(\$2,615.32)	\$0.00	\$399.74
070 - DURANGO FIRE PROTECTIO	\$0.00	\$26,104.61	\$0.00	\$3,420.51	\$0.00	(\$28,219.88)	\$0.00	(\$1,305.24)	\$0.00
080 - SOUTHWEST WATER CONSE	\$0.00	\$7,630.89	\$9.79	\$1,191.62	\$0.00	(\$8,450.28)	\$0.00	(\$382.02)	\$0.00
090 - ADVERTISING FEES	\$12,468.40	\$0.00	\$0.00	\$0.00	\$1,425.00	\$0.00	\$0.00	\$0.00	\$13,893.40
100 - REDEMPTION	\$380.08	\$0.00	\$0.00	\$0.00	\$35,981.91	(\$32,087.94)	\$0.00	(\$3,893.97)	\$380.08
110 - SCHOOL GENERAL	\$0.00	\$306,400.28	\$401.54	\$47,846.80	\$0.00	(\$351,630.40)	\$0.00	(\$3,018.22)	\$0.00
116 - SCHOOL BOND	\$0.00	\$25,101.59	\$35.26	\$3,919.80	\$0.00	(\$29,056.65)	\$0.00	\$0.00	\$0.00
200 - SPECIAL ASSESSMENTS	\$4,240.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,240.20
210 - 911 AUTHORITY	\$100,622.51	\$0.00	\$0.00	\$0.00	\$26,992.08	\$0.00	\$0.00	(\$19,779.46)	\$107,835.13
220 - TREASURER'S FEES	\$23,038.05	\$0.00	\$0.00	\$0.00	\$920.00	\$0.00	\$0.00	\$0.00	\$23,958.05
230 - ASSESSOR'S PENALTY	\$5,548.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,548.41



Statement of Revenues and Disbursements

San Juan County

Selected Fiscal Year: 2025

Selected Date Range: 7/1/2025 - 12/31/2025

Fund	Balance 7/1/2025	Current Tax	Prior Tax	Specific Ownership	Misc. Collections	Disbursements	Treasurer's Fees	Other Expenses	Balance 12/31/2025
240 - TREASURER'S DEEDS/FORE	\$13,985.38	\$0.00	\$0.00	\$0.00	\$10,243.79	\$0.00	\$0.00	(\$2,957.39)	\$21,271.78
250 - CLERK TECHNOLOGY FEES	\$6,055.40	\$0.00	\$0.00	\$0.00	\$375.00	\$0.00	\$0.00	\$0.00	\$6,430.40
260 - ADMIN FEE	\$2,698.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,698.42
270 - PEAK INVESTMENTS	\$65,573.80	\$0.00	\$0.00	\$0.00	\$8,105.76	\$0.00	\$0.00	\$0.00	\$73,679.56
280 - ABATEMENTS	(\$2,333.91)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,333.91)
300 - ESCROW-AMBULANCE	\$105,708.39	\$0.00	\$0.00	\$0.00	\$10,567.61	\$0.00	\$0.00	\$0.00	\$116,276.00
350 - ESCROW-COMPUTER EQUIP	\$4,772.39	\$0.00	\$0.00	\$0.00	\$114.05	\$0.00	\$0.00	\$0.00	\$4,886.44
360 - ASSESSOR/TREASURER ESC	\$4,119.32	\$0.00	\$0.00	\$0.00	\$160.70	\$0.00	\$0.00	\$0.00	\$4,280.02
400 - ESCROW-GRAVEL	\$151,061.78	\$0.00	\$0.00	\$0.00	\$5,256.59	\$0.00	\$0.00	(\$88,537.40)	\$67,780.97
410 - COUNTY BARN ESCROW	\$65,666.83	\$0.00	\$0.00	\$0.00	\$11,189.65	\$0.00	\$0.00	(\$25,458.09)	\$51,418.39
420 - ROAD EQUIP PURCHASE ES	\$13,251.16	\$0.00	\$0.00	\$0.00	\$164,272.59	\$0.00	\$0.00	(\$120,846.55)	\$56,677.20
430 - LOST 4-WHEELERS ESCROW	\$4,409.92	\$0.00	\$0.00	\$0.00	\$85.53	\$0.00	\$0.00	\$0.00	\$4,495.45
440 - SEARCH & RESCUE ESCROW	\$26,900.18	\$0.00	\$0.00	\$0.00	\$5,367.37	\$0.00	\$0.00	\$0.00	\$32,267.55
450 - COURTHOUSE ESCROW	\$159,978.87	\$0.00	\$0.00	\$0.00	\$161,330.97	\$0.00	\$0.00	(\$128,619.11)	\$192,690.73
460 - MSI ESCROW	\$40,168.22	\$0.00	\$0.00	\$0.00	\$33,797.44	\$0.00	\$0.00	(\$26,200.00)	\$47,765.66
470 - EMERGENCY PREPAREDNES	\$3,333.92	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00	\$0.00	\$0.00	\$3,517.92
500 - HISTORICAL ARCHIVES ESC	\$675.84	\$0.00	\$0.00	\$0.00	\$54.44	\$0.00	\$0.00	\$0.00	\$730.28
550 - ASPHALT ESCROW	\$107,153.89	\$0.00	\$0.00	\$0.00	\$6,892.03	\$0.00	\$0.00	\$0.00	\$114,045.92
570 - FOREST RESERVE ESCROW	\$139,258.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139,258.39
590 - EMERGENCY SERVICES SAL	\$2,183,145.72	\$0.00	\$0.00	\$0.00	\$875,811.51	\$0.00	\$0.00	(\$925,199.09)	\$2,133,758.14
600 - FIRE TRUCK FUND	\$110,470.22	\$0.00	\$0.00	\$0.00	\$21,635.43	\$0.00	\$0.00	\$0.00	\$132,105.65





Statement of Revenues and Disbursements

San Juan County

Selected Fiscal Year: 2025

Selected Date Range: 7/1/2025 - 12/31/2025

Fund	Balance 7/1/2025	Current Tax	Prior Tax	Specific Ownership	Misc. Collections	Disbursements	Treasurer's Fees	Other Expenses	Balance 12/31/2025
650 - LAND USE ESCROW	\$84,307.66	\$0.00	\$0.00	\$0.00	\$5,715.33	\$0.00	\$0.00	\$0.00	\$90,022.99
700 - WORKFORCE HOUSING ESC	\$122,404.67	\$0.00	\$0.00	\$0.00	\$67,991.43	\$0.00	\$0.00	(\$13,000.00)	\$177,396.10
750 - ESCROW-SHERIFF VEHICLE	\$40,706.03	\$0.00	\$0.00	\$0.00	\$10,186.61	\$0.00	\$0.00	\$0.00	\$50,892.64
800 - PUBLIC TRUSTEE	\$210.00	\$0.00	\$0.00	\$0.00	\$1,145.00	\$0.00	\$0.00	(\$1,265.00)	\$90.00
810 - SPECIFIC OWNERSHIP TAX	\$38,603.68	\$0.00	\$0.00	(\$22,886.70)	\$0.00	\$0.00	\$0.00	\$0.00	\$15,716.98
820 - TAX HOLDING FUND	\$405,886.93	(\$387,591.57)	(\$198.08)	\$0.00	\$863.52	\$0.00	\$0.00	\$0.00	\$18,960.80
900 - ADVANCED COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,540.00	\$0.00	\$0.00	\$0.00	\$2,540.00
Grand Totals:	\$7,208,277.44	\$500,350.79	\$1,100.50	\$113,383.64	\$4,762,154.30	(\$3,319,368.55)	(\$15,973.85)	(\$2,302,844.12)	\$6,947,080.15



San Juan County

# Composition of Cash Balances and Investments

As Of: 12/31/2025 Including Account Details

		Cash on Hand/			
		Net Bank Balance	Investments	In Transit	Total
<i>Cash and Cash Items</i>					
<b>CASH ON HAND</b>					
	Cash on Hand	\$0.00	\$0.00	\$200.00	\$200.00
	<b>CASH ON HAND:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$200.00</b>	<b>\$200.00</b>
<i>Demand and Time Deposits</i>					
<b>ALPINE BANK</b>					
	FEE COLLECTION ACCOUNT Checking	\$18,505.11	\$0.00	\$0.00	\$18,505.11
	BILL PAY ACCOUNT Checking	\$0.00	\$0.00	\$0.00	\$0.00
	<b>ALPINE BANK:</b>	<b>\$18,505.11</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,505.11</b>
<b>CITIZENS STATE BANK</b>					
	Tourism Fund Checking	\$12,580.27	\$0.00	\$0.00	\$12,580.27
	Affordable Housing Checking	\$322,990.61	\$0.00	\$0.00	\$322,990.61
	911 Authority Checking Checking	\$108,179.20	\$0.00	\$0.00	\$108,179.20
	General Checking Checking	\$3,772,679.58	\$0.00	\$0.00	\$3,772,679.58
	<b>CITIZENS STATE BANK:</b>	<b>\$4,216,429.66</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,216,429.66</b>



Cash on Hand/

Investment Pool

	Net Bank Balance	Investments	In Transit	Total
CITIZENS STATE BANK				
100120367	\$0.00	\$1,195,283.13	\$0.00	\$1,195,283.13
CITIZENS STATE BANK:	\$0.00	\$1,195,283.13	\$0.00	\$1,195,283.13
COLOTRUST				
CO-01-0646-8001	\$0.00	\$1,181,741.79	\$0.00	\$1,181,741.79
COLOTRUST:	\$0.00	\$1,181,741.79	\$0.00	\$1,181,741.79
PEAKS INVESTMENT MANAGEMENT				
GTR-041850	\$0.00	\$334,920.46	\$0.00	\$334,920.46
PEAKS INVESTMENT MANAGEMENT:	\$0.00	\$334,920.46	\$0.00	\$334,920.46
	\$4,234,934.77	\$2,711,945.38	\$200.00	\$6,947,080.15

*Deborah Jaramillo 1/7/26*



Fund Status Report

San Juan County

Report Selection Criteria:

Selected Fund Type:	ALL	Fiscal Year:	2025	From Date:	12/1/2025
Include Encumbrances?	NO	From Period:	12	Thru Date:	12/30/2025
Include Pri Yr Liabilities?	NO	To Period:	12	Option:	Period
Printed in Alpha by Fund Name?	NO	Exclude Transfers Breakdown?	NO		
Exclude Additional Cash?	NO				
Include Pending Cash?	NO				
Selected Funds :					

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
General Fund (01)					
010 - COUNTY GENERAL FUND	\$1,485,172.01	\$326,739.86	(\$776,388.63)	\$1,052,911.63	\$2,088,434.87
020 - COUNTY ROAD & BRIDGE	\$294,933.41	\$41,954.23	(\$77,680.62)	\$47,235.79	\$306,442.81
030 - CONTINGENT FUND	\$54,554.94	\$0.00	\$0.00	\$0.00	\$54,554.94
035 - AMENDMENT 1-EMERGENCY FUN	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
040 - SOCIAL SERVICE FUND	\$93,364.63	\$11,232.49	(\$29,929.10)	\$0.00	\$74,668.02
045 - AFFORDABLE HOUSING FUND	\$485,452.14	\$12,339.60	\$0.00	(\$193,417.56)	\$304,374.18
050 - CONSERVATION TRUST	\$16,205.57	\$351.78	\$0.00	\$0.00	\$16,557.35
051 - LODGING TAX FUND	\$435,985.60	\$2,594.18	\$0.00	\$0.00	\$438,579.78
052 - TOURISM BOARD FUND	\$25,152.67	\$0.21	(\$12,695.00)	(\$106,461.94)	(\$94,004.06)
055 - NOXIOUS WEED FUND	\$11,896.78	\$0.00	\$0.00	\$0.00	\$11,896.78
060 - TOWN OF SILVERTON	\$652.62	\$12,941.05	(\$13,193.93)	\$0.00	\$399.74
070 - DURANGO FIRE PROTECTION DIS	\$0.00	\$7,637.48	(\$7,637.48)	\$0.00	\$0.00
080 - SOUTHWEST WATER CONSERVAT	\$0.00	\$1,120.95	(\$1,120.95)	\$0.00	\$0.00
090 - ADVERTISING FEES	\$13,893.40	\$0.00	\$0.00	\$0.00	\$13,893.40
100 - REDEMPTION	\$380.08	\$14,189.08	(\$14,189.08)	\$0.00	\$380.08
110 - SCHOOL GENERAL	\$0.00	\$44,500.31	(\$44,500.31)	\$0.00	\$0.00
116 - SCHOOL BOND	\$0.00	\$3,643.88	(\$3,643.88)	\$0.00	\$0.00
200 - SPECIAL ASSESSMENTS	\$4,240.20	\$0.00	\$0.00	\$0.00	\$4,240.20
210 - 911 AUTHORITY	\$107,220.84	\$3,918.95	(\$3,304.66)	\$0.00	\$107,835.13
220 - TREASURER'S FEES	\$23,948.05	\$10.00	\$0.00	\$0.00	\$23,958.05
230 - ASSESSOR'S PENALTY	\$5,548.41	\$0.00	\$0.00	\$0.00	\$5,548.41
240 - TREASURER'S DEEDS/FORECLOS	\$20,658.78	\$1,000.00	(\$387.00)	\$0.00	\$21,271.78
250 - CLERK TECHNOLOGY FEES	\$6,397.40	\$33.00	\$0.00	\$0.00	\$6,430.40
260 - ADMIN FEE	\$2,698.42	\$0.00	\$0.00	\$0.00	\$2,698.42
270 - PEAK INVESTMENTS	\$73,794.68	(\$115.12)	\$0.00	\$0.00	\$73,679.56
280 - ABATEMENTS	(\$2,333.91)	\$0.00	\$0.00	\$0.00	(\$2,333.91)





## Fund Status Report

San Juan County

## Report Selection Criteria:

Selected Fund Type:	ALL	Fiscal Year:	2025	From Date:	12/1/2025
Include Encumbrances?	NO	From Period:	12	Thru Date:	12/30/2025
Include Pri Yr Liabilities?	NO	To Period:	12	Option:	Period
Printed in Alpha by Fund Name?	NO	Exclude Transfers Breakdown?	NO		
Exclude Additional Cash?	NO				
Include Pending Cash?	NO				

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
300 - ESCROW-AMBULANCE	\$106,185.49	\$90.51	\$0.00	\$10,000.00	\$116,276.00
350 - ESCROW-COMPUTER EQUIP	\$4,868.25	\$18.19	\$0.00	\$0.00	\$4,886.44
360 - ASSESSOR/TREASURER ESCROW	\$4,254.39	\$25.63	\$0.00	\$0.00	\$4,280.02
400 - ESCROW-GRAVEL	\$151,277.45	\$40.92	\$0.00	(\$83,537.40)	\$67,780.97
410 - COUNTY BARN ESCROW	\$66,686.77	\$189.71	\$0.00	(\$15,458.09)	\$51,418.39
420 - ROAD EQUIP PURCHASE ESCROW	\$14,320.82	\$202.93	\$0.00	\$42,153.45	\$56,677.20
430 - LOST 4-WHEELERS ESCROW	\$4,481.81	\$13.64	\$0.00	\$0.00	\$4,495.45
440 - SEARCH & RESCUE ESCROW	\$27,209.72	\$57.83	\$0.00	\$5,000.00	\$32,267.55
450 - COURTHOUSE ESCROW	\$169,519.19	\$1,790.65	\$0.00	\$21,380.89	\$192,690.73
460 - MSI ESCROW	\$40,168.22	\$0.00	\$0.00	\$7,597.44	\$47,765.66
470 - EMERGENCY PREPAREDNESS	\$3,488.58	\$29.34	\$0.00	\$0.00	\$3,517.92
500 - HISTORICAL ARCHIVES ESCROW	\$721.60	\$8.68	\$0.00	\$0.00	\$730.28
550 - ASPHALT ESCROW	\$108,744.21	\$301.71	\$0.00	\$5,000.00	\$114,045.92
570 - FOREST RESERVE ESCROW	\$139,258.39	\$0.00	\$0.00	\$0.00	\$139,258.39
590 - EMERGENCY SERVICES SALES TA	\$2,912,501.01	\$103,256.22	\$0.00	(\$881,999.09)	\$2,133,758.14
600 - FIRE TRUCK FUND	\$111,844.85	\$260.80	\$0.00	\$20,000.00	\$132,105.65
650 - LAND USE ESCROW	\$84,908.92	\$114.07	\$0.00	\$5,000.00	\$90,022.99
700 - WORKFORCE HOUSING ESCROW	\$122,737.98	\$63.24	\$0.00	\$54,594.88	\$177,396.10
750 - ESCROW-SHERIFF VEHICLE	\$40,862.88	\$29.76	\$0.00	\$10,000.00	\$50,892.64
800 - PUBLIC TRUSTEE	\$180.00	\$133.00	(\$223.00)	\$0.00	\$90.00
810 - SPECIFIC OWNERSHIP TAX	\$21,295.73	\$15,716.99	(\$21,295.74)	\$0.00	\$15,716.98
820 - TAX HOLDING FUND	\$124,074.94	\$0.00	(\$105,114.14)	\$0.00	\$18,960.80
900 - ADVANCED COLLECTIONS	\$0.00	\$2,540.00	\$0.00	\$0.00	\$2,540.00
950 - WEST SIDE SPECIAL IMP. DISTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
960 - HOSPITAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fund Type Total *	\$7,449,407.92	\$608,975.75	(\$1,111,303.52)	\$0.00	\$6,947,080.15



# Fund Status Report

San Juan County

## Report Selection Criteria:

Selected Fund Type: ALL  
 Include Encumbrances? NO  
 Include Pri Yr Liabilities? NO  
 Printed in Alpha by Fund Name? NO  
 Exclude Additional Cash? NO  
 Include Pending Cash? NO  
 Fiscal Year: 2025  
 From Period: 12  
 To Period: 12  
 Exclude Transfers Breakdown? NO  
 From Date: 12/1/2025  
 Thru Date: 12/30/2025  
 Option: Period

## Selected Funds :

Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
* Report Total *	\$7,449,407.92	\$608,975.75	(\$1,111,303.52)	\$0.00
				\$6,947,080.15



San Juan County

# Composition of Cash Balances and Investments

As Of: 12/31/2025 Including Account Details

	Cash on Hand/			
	Net Bank Balance	Investments	In Transit	Total
Cash and Cash Items				
CASH ON HAND				
Cash on Hand	\$0.00	\$0.00	\$200.00	\$200.00
CASH ON HAND:	\$0.00	\$0.00	\$200.00	\$200.00
Demand and Time Deposits				
ALPINE BANK				
FEE COLLECTION ACCOUNT Checking	\$18,505.11	\$0.00	\$0.00	\$18,505.11
BILL PAY ACCOUNT Checking	\$0.00	\$0.00	\$0.00	\$0.00
ALPINE BANK:	\$18,505.11	\$0.00	\$0.00	\$18,505.11
CITIZENS STATE BANK				
Tourism Fund Checking	\$12,580.27	\$0.00	\$0.00	\$12,580.27
Affordable Housing Checking	\$322,990.61	\$0.00	\$0.00	\$322,990.61
911 Authority Checking	\$108,179.20	\$0.00	\$0.00	\$108,179.20
General Checking	\$3,772,679.58	\$0.00	\$0.00	\$3,772,679.58
CITIZENS STATE BANK:	\$4,216,429.66	\$0.00	\$0.00	\$4,216,429.66

Investment Pool

		Cash on Hand/			
	Net Bank Balance	Investments	In Transit	Total	
CITIZENS STATE BANK	100120367	\$0.00	\$1,195,283.13	\$0.00	\$1,195,283.13
	CITIZENS STATE BANK:	\$0.00	\$1,195,283.13	\$0.00	\$1,195,283.13
COLOTRUST	CO-01-0646-8001	\$0.00	\$1,181,741.79	\$0.00	\$1,181,741.79
	COLOTRUST:	\$0.00	\$1,181,741.79	\$0.00	\$1,181,741.79
PEAKS INVESTMENT MANAGEMENT	GTR-041850	\$0.00	\$334,920.46	\$0.00	\$334,920.46
	PEAKS INVESTMENT MANAGEMENT:	\$0.00	\$334,920.46	\$0.00	\$334,920.46
		\$4,234,934.77	\$2,711,945.38	\$200.00	\$6,947,080.15

## Fund Status Report

San Juan County

## Report Selection Criteria:

Selected Fund Type:	ALL	Fiscal Year:	2025	From Date:	12/31/2025
Include Encumbrances?	NO	From Period:	13	Thru Date:	12/31/2025
Include Pri Yr Liabilities?	NO	To Period:	13	Option:	Period
Printed in Alpha by Fund Name?	NO	Exclude Transfers Breakdown?	NO		
Exclude Additional Cash?	NO				
Include Pending Cash?	NO				

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
General Fund (01)					
010 - COUNTY GENERAL FUND	\$2,088,434.87	\$0.00	\$0.00	\$0.00	\$2,088,434.87
020 - COUNTY ROAD & BRIDGE	\$306,442.81	\$0.00	\$0.00	\$0.00	\$306,442.81
030 - CONTINGENT FUND	\$54,554.94	\$0.00	\$0.00	\$0.00	\$54,554.94
035 - AMENDMENT 1-EMERGENCY FUN	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
040 - SOCIAL SERVICE FUND	\$74,668.02	\$0.00	\$0.00	\$0.00	\$74,668.02
045 - AFFORDABLE HOUSING FUND	\$304,374.18	\$0.00	\$0.00	\$0.00	\$304,374.18
050 - CONSERVATION TRUST	\$16,557.35	\$0.00	\$0.00	\$0.00	\$16,557.35
051 - LODGING TAX FUND	\$438,579.78	\$0.00	\$0.00	(\$106,461.94)	\$332,117.84
052 - TOURISM BOARD FUND	(\$94,004.06)	\$0.00	\$0.00	\$106,461.94	\$12,457.88
055 - NOXIOUS WEED FUND	\$11,896.78	\$0.00	\$0.00	\$0.00	\$11,896.78
060 - TOWN OF SILVERTON	\$399.74	\$0.00	\$0.00	\$0.00	\$399.74
070 - DURANGO FIRE PROTECTION DIS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
080 - SOUTHWEST WATER CONSERVAT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
090 - ADVERTISING FEES	\$13,893.40	\$0.00	\$0.00	\$0.00	\$13,893.40
100 - REDEMPTION	\$380.08	\$0.00	\$0.00	\$0.00	\$380.08
110 - SCHOOL GENERAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
116 - SCHOOL BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
200 - SPECIAL ASSESSMENTS	\$4,240.20	\$0.00	\$0.00	\$0.00	\$4,240.20
210 - 911 AUTHORITY	\$107,835.13	\$0.00	\$0.00	\$0.00	\$107,835.13
220 - TREASURER'S FEES	\$23,958.05	\$0.00	\$0.00	\$0.00	\$23,958.05
230 - ASSESSOR'S PENALTY	\$5,548.41	\$0.00	\$0.00	\$0.00	\$5,548.41
240 - TREASURER'S DEEDS/FORECLOS	\$21,271.78	\$0.00	\$0.00	\$0.00	\$21,271.78
250 - CLERK TECHNOLOGY FEES	\$6,430.40	\$0.00	\$0.00	\$0.00	\$6,430.40
260 - ADMIN FEE	\$2,698.42	\$0.00	\$0.00	\$0.00	\$2,698.42
270 - PEAK INVESTMENTS	\$73,679.56	\$0.00	\$0.00	\$0.00	\$73,679.56
280 - ABATEMENTS	(\$2,333.91)	\$0.00	\$0.00	\$0.00	(\$2,333.91)

Operator: djaramillo

1/7/2026 11:01:56 AM

Report ID: GLLT85a





## Fund Status Report

San Juan County

## Report Selection Criteria:

Selected Fund Type:	ALL	Fiscal Year:	2025	From Date:	12/31/2025
Include Encumbrances?	NO	From Period:	13	Thru Date:	12/31/2025
Include Pri Yr Liabilities?	NO	To Period:	13	Option:	Period
Printed in Alpha by Fund Name?	NO	Exclude Transfers Breakdown?	NO		
Exclude Additional Cash?	NO				
Include Pending Cash?	NO				

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
300 - ESCROW-AMBULANCE	\$116,276.00	\$0.00	\$0.00	\$0.00	\$116,276.00
350 - ESCROW-COMPUTER EQUIP	\$4,886.44	\$0.00	\$0.00	\$0.00	\$4,886.44
360 - ASSESSOR/TREASURER ESCROW	\$4,280.02	\$0.00	\$0.00	\$0.00	\$4,280.02
400 - ESCROW-GRAVEL	\$67,780.97	\$0.00	\$0.00	\$0.00	\$67,780.97
410 - COUNTY BARN ESCROW	\$51,418.39	\$0.00	\$0.00	\$0.00	\$51,418.39
420 - ROAD EQUIP PURCHASE ESCROW	\$56,677.20	\$0.00	\$0.00	\$0.00	\$56,677.20
430 - LOST 4-WHEELERS ESCROW	\$4,495.45	\$0.00	\$0.00	\$0.00	\$4,495.45
440 - SEARCH & RESCUE ESCROW	\$32,267.55	\$0.00	\$0.00	\$0.00	\$32,267.55
450 - COURTHOUSE ESCROW	\$192,690.73	\$0.00	\$0.00	\$0.00	\$192,690.73
460 - MSI ESCROW	\$47,765.66	\$0.00	\$0.00	\$0.00	\$47,765.66
470 - EMERGENCY PREPAREDNESS	\$3,517.92	\$0.00	\$0.00	\$0.00	\$3,517.92
500 - HISTORICAL ARCHIVES ESCROW	\$730.28	\$0.00	\$0.00	\$0.00	\$730.28
550 - ASPHALT ESCROW	\$114,045.92	\$0.00	\$0.00	\$0.00	\$114,045.92
570 - FOREST RESERVE ESCROW	\$139,258.39	\$0.00	\$0.00	\$0.00	\$139,258.39
590 - EMERGENCY SERVICES SALES TA	\$2,133,758.14	\$0.00	\$0.00	\$0.00	\$2,133,758.14
600 - FIRE TRUCK FUND	\$132,105.65	\$0.00	\$0.00	\$0.00	\$132,105.65
650 - LAND USE ESCROW	\$90,022.99	\$0.00	\$0.00	\$0.00	\$90,022.99
700 - WORKFORCE HOUSING ESCROW	\$177,396.10	\$0.00	\$0.00	\$0.00	\$177,396.10
750 - ESCROW-SHERIFF VEHICLE	\$50,892.64	\$0.00	\$0.00	\$0.00	\$50,892.64
800 - PUBLIC TRUSTEE	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
810 - SPECIFIC OWNERSHIP TAX	\$15,716.98	\$0.00	\$0.00	\$0.00	\$15,716.98
820 - TAX HOLDING FUND	\$18,960.80	\$0.00	\$0.00	\$0.00	\$18,960.80
900 - ADVANCED COLLECTIONS	\$2,540.00	\$0.00	\$0.00	\$0.00	\$2,540.00
950 - WEST SIDE SPECIAL IMP. DISTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
960 - HOSPITAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fund Type Total *	\$6,947,080.15	\$0.00	\$0.00	\$0.00	\$6,947,080.15



Report Selection Criteria:

Selected Fund Type: ALL

Include Encumbrances? NO

Include Pri Yr Liabilities? NO

Printed in Alpha by Fund Name? NO

Exclude Additional Cash? NO

Include Pending Cash? NO

Fiscal Year: 2025

From Date: 12/31/2025

From Period: 13

Thru Date: 12/31/2025

To Period: 13

Option: Period

Exclude Transfers Breakdown? NO

Selected Funds :

Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
* Report Total *	\$6,947,080.15	\$0.00	\$0.00	\$6,947,080.15



## 2026 SALES TAX

	Town			County			Emergency Services		
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total
January	42,263.21	10,009.30	52,272.51	15,839.05	10,437.02	26,276.07	36,311.55	12,778.12	49,089.67
February			-			-			-
March			-			-			-
April			-			-			-
May			-			-			-
June			-			-			-
July			-			-			-
August			-			-			-
September			-			-			-
October			-			-			-
November			-			-			-
December			-			-			-
Total	42,263.21	10,009.30	52,272.51	15,839.05	10,437.02	26,276.07	36,311.55	12,778.12	49,089.67

	County Sales Tax						
	2021	2022	2023	2024	2025	2026 % Change	5yr. Average
January	16,723.50	18,815.24	18,426.92	18,750.01	24,472.19	26,276.07	6.87%
February	19,987.28	25,634.49	29,745.98	32,738.05	40,143.75	-	18.45%
March	16,402.87	20,922.98	20,542.77	30,763.23	27,042.88	-	-13.76%
April	15,820.09	26,540.36	21,934.71	23,895.98	32,100.55	-	25.56%
May	24,773.54	43,984.48	41,544.42	34,047.62	38,331.36	-	11.18%
June	17,549.36	10,146.13	17,053.96	15,760.40	13,938.60	-	-13.07%
July	13,668.65	21,647.93	14,730.22	18,218.92	15,274.93	-	-19.27%
August	32,028.49	26,943.45	25,208.63	23,801.21	26,329.91	-	9.60%
September	30,048.75	29,774.28	61,264.92	38,301.27	41,309.22	-	7.28%
October	29,953.36	34,135.62	44,727.88	38,164.64	33,294.17	-	-14.63%
November	29,182.27	30,541.07	32,071.57	34,467.94	42,660.22	-	19.20%
December	19,698.95	17,991.84	20,435.59	28,700.41	29,695.05	-	3.35%
<b>Total</b>	265,837.11	307,077.87	347,687.57	337,609.68	364,592.83	26,276.07	250,430.44
Year to Date	16,723.50	18,815.24	18,426.92	18,750.01	24,472.19	26,276.07	23.38%

### Emergency Services Sales Tax

	2021	2022	2023	2024	2025	2026 % Change
January	35,673.96	42,007.94	38,798.45	41,271.81	46,478.30	5.32%
February	40,698.37	51,602.55	49,470.71	52,821.73	72,282.97	26.92%
March	39,142.28	64,129.75	50,505.67	54,231.68	53,601.05	-1.18%
April	39,017.29	54,305.90	50,263.76	55,911.99	54,185.83	-3.19%
May	53,200.16	64,390.89	66,881.55	65,309.31	64,676.92	-0.98%
June	38,209.24	36,187.24	70,348.73	37,965.02	39,522.13	3.94%
July	54,965.11	58,069.60	36,858.14	68,828.78	71,153.79	3.27%
August	139,369.81	119,039.47	131,561.66	130,124.77	133,878.52	2.80%
September	164,773.79	154,524.58	198,918.58	181,512.35	198,708.66	8.65%
October	139,222.51	142,140.85	176,409.86	170,684.32	159,894.25	-6.75%
November	136,598.38	133,850.03	167,528.30	164,521.88	165,720.07	0.72%
December	93,550.49	84,746.99	90,930.59	98,499.14	103,256.22	6.80%
<b>Total</b>	<b>974,421.39</b>	<b>1,004,995.79</b>	<b>1,128,476.00</b>	<b>1,121,682.78</b>	<b>1,163,358.71</b>	<b>49,089.67</b>
Year to Date	35,673.96	42,007.94	38,798.45	41,271.81	46,478.30	49,089.67
						11.20%



	Town Sales Tax						2026 % Change	Change From Previous Year
	2021	2022	2023	2024	2025			
January	40,358.55	48,401.82	43,654.63	47,289.18	49,897.93	52,272.51	4.54%	2,374.58
February	45,122.36	56,934.96	49,412.31	51,782.22	75,516.52	-	31.43%	23,734.30
March	46,228.85	81,691.27	56,271.57	56,013.09	58,724.38	-	4.62%	2,711.29
April	46,611.62	60,354.74	58,492.54	65,569.02	54,602.42	-	-20.08%	-10,966.60
May	60,352.89	59,047.63	65,473.02	70,454.07	65,158.43	-	-8.13%	-5,295.64
June	43,589.40	41,669.35	95,511.31	44,987.59	49,300.92	-	8.75%	4,313.33
July	74,281.24	71,269.47	44,246.65	91,914.29	98,578.53	-	6.76%	6,664.24
August	190,977.70	163,532.09	185,303.71	184,418.15	187,889.63	-	1.85%	3,471.48
September	233,606.46	217,481.13	257,025.50	252,137.38	276,645.30	-	8.86%	24,507.92
October	192,817.13	193,304.52	237,546.24	234,988.02	222,553.26	-	-5.59%	-12,434.76
November	189,389.35	183,632.90	235,991.13	228,784.18	222,508.85	-	-2.82%	-6,275.33
December	129,991.56	117,612.17	125,062.82	128,908.45	123,827.97	-	-4.10%	-5,080.48
TOTAL	1,293,327.11	1,294,932.05	1,453,991.43	1,457,245.65	1,485,204.14	52,272.51		188,390.29
Year to Date	40,358.55	48,401.82	43,654.63	47,289.18	49,897.93	52,272.51	5.23%	852,099.42

NEWS: OUTDOORS

## Voters in some Colorado communities begin to chafe at taxing tourists to pay for local services

A handful of taxes on skiing, hotels and short-term rentals passed, but some communities said “no” to proposals to fill dwindling coffers with tourist dollars



Jason Blevins

4:00 AM MST on Nov 10, 2025



Concertgoers enjoy the Ford Amphitheater in Vail, where voters appear to have closely rejected increased lodging taxes in the November 2025 election, joining voters in Chaffee and Eagle counties, Cañon City, Manitou Springs and Telluride in rejecting additional taxes on tourists. (Jason Blevins, The Colorado Sun)



**V**oters typically don't hesitate to tax "them." It's pretty common for Colorado voters to approve taxes on tourists, especially in mountain towns.

That was the case in Basalt, Mountain Village and Eagle, Gilpin, Ouray and Routt counties Tuesday night, where voters **approved new taxes for skiers, hotels and short-term rentals.**

But there were some surprising outliers of that traditional "tax them, not us" trend on Tuesday.

Voters in Chaffee County **rejected a plan to triple lodging taxes** to pay for roads and public safety. Eagle County voters appeared to approve a double lodging taxes to pay for child care and public safety **by only 82 votes.** Voters in Vail **appeared to narrowly defeat a plan** for a 6% tax on short-term rentals by **only 34 votes.** Voters in Custer County rejected a lodging tax spike. Voters in Telluride rebuffed a plan to impose a 5% tax on skier lift tickets to fund the local gondola, while their neighbors up in **Mountain Village approved that same lift tax.**

In Manitou Springs, where the collapse of marijuana revenue has triggered a budget shortfall, voters killed a proposal for an amusement tax that would have nearly tripled a tax on tickets for the local Pikes Peak Cog Railway, zip lines, theaters and other tourism businesses. Cañon City voters rejected a plan for an 2.25% excise tax on rafters and train riders in an effort to scrape up \$675,000 a year to operate **a planned \$25 million public swimming pool.** The effort in Cañon City was **vehemently opposed by rafting companies** and the operator of the Royal Gorge Route Railroad.

That's a lot of voters rejecting tourist taxes that promised local benefits. And it's a sharp turn from the November 2022 election when voters in at least **a dozen Western Slope communities** decisively approved higher taxes on short-term rentals. (Three years ago voters in Aspen, Carbondale, Dillon, Durango, Glenwood Springs, Salida, Snowmass Village and Steamboat Springs joined voters in Chaffee, Eagle, Gunnison and Summit counties in raising taxes on short-term rentals to help pay for affordable housing.)

The successful opposition in Chaffee County and Cañon City urged residents to embrace tourism and support the businesses that host visitors. The campaigns aimed to balance a multiyear statewide effort to divert tourism taxes from tourism promotion toward housing, roads, child care and police.

Much of that diversion began in 2022 with legislation — House Bill 1117 — that allows communities to **spend lodging taxes on housing and local amenities**, not just marketing to lure more tourists. Legislation this spring — Senate Bill 1247 — took another step and allows counties to ask voters to **triple lodging taxes to pay for roads and cops**.

Andy Neinas has guided rafters on the Arkansas River for 40 years and owns Echo Canyon River Expeditions. He led the fight against Cañon City's Ballot Question 2B, the pool tax.

He said Colorado ballots this year saw “too many questions that are hostile to the tourism industry.”

“These taxes will never have a positive impact, and they will always erode the foundation of our local economies and hurt small businesses,” said Neinas, who employs more than 80 people in the peak of summer and hosts as many as 20,000 rafters and overnight visitors a year.

Neinas said this election cycle's work to oppose taxes on tourists was good, “but not great.”

“We need to do more to educate our communities about the value that we bring and the fact that our businesses are volatile in nature and we need support,” Neinas said. “The laziness and apathy of community members to not pay for their own things out of their own pockets is insulting and it's just plain lazy. If you can't find ways to pay for what you need in your community and your strategy is to ding people who are passing through, it's time to look in the mirror and ask some hard questions about passing the buck to other people who are already delivering so much to your community.”

**Tourism is ebbing in Colorado this year**, on the heels of a slower 2024. The tsunami of visitors who flooded Colorado mountain towns after the pandemic has slowed to a trickle. That surge **spurred all kinds of taxes, fees, caps and regulations on short-term rentals**. It spurred tourism promoters to fully embrace visitor management over marketing. The effort to balance locals feeling overwhelmed with cars and traffic with the needs of a tourism-based economy has reduced the number of big-crowd events in high-country towns while overhauling marketing campaigns that traditionally cast wide nets for tourists.

“Could this election be a sign that people are wondering if pulling back from tourism was such a good idea?” asks Julia Koster, the executive director of the Colorado Short-Term Rental Association, which advocates for “fair and equitable” regulation of vacation rental properties.

Koster has led the growing chorus of tourism businesses and advocates in Colorado urging every resident to be wary of the unintended consequences of reduced tourism.

“We have said over and over that lodging taxes are not the answer to all our communities’ challenges. We cannot have one industry bearing the cost of every single community need, especially when that industry is the lifeblood of the community,” Koster said. “Maybe this election is a sign that we are all starting to recognize that if we continue to overburden this one section of the economy, that section will be in trouble and we all will feel the impact of that.”