

SAN JUAN REGIONAL PLANNING COMMISSION
AGENDA
October 21, 2025
San Juan County Courthouse

San Juan Regional Planning Commission Meetings shall be conducted in a hybrid virtual/in-person format. All persons including Board Members, Staff, Applicants and interested Public may meet in person or via Zoom. The information necessary to connect to the public meeting is listed below.

7:00 PM Roll Call of Members and Minutes
Minutes of September 16, 2025

7:10 PM Darwin Flaugh
Special Use Permit – Vacation Rental Located at 473 CR 14

7:30 PM Town of Silverton – Historic Preservation Committee Appointment
OTHER:

Times listed above are approximate.

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

ADJOURN: Next Regular Meeting – 7:00 PM,

Join Zoom Meeting

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

Meeting ID: 921 3647 3203

One tap mobile

+16699006833,,92136473203# US (San Jose)

+12532158782,,92136473203# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 921 3647 3203

COUNTY IMPROVEMENT PERMIT AMENDMENT, SUBDIVISION SKETCH PLAN FOR THE DEVELOPMENT OF THE CASCADE MEADOWS SUBDIVISION LLC, 665 GLACIER DRIVE, UNIT 5, DURANGO, CO LOCATED ON TRACT A1 AND B1.

The Tract A1 is owned by Cascade Meadows LLC and Tract B1 property is owned by Cascade Hospitality LLC. Lauren Davis the representative of this project was present on Zoom to answer questions and give a background to the Commission.

At the regular meeting of the San Juan Regional Planning Commission, the members held a meeting to discuss the proposed County Cascade Meadows Subdivision Sketch Plan Application for the development of the Cascade Meadows Subdivision. The applicant plans to construct up to 72 units on Tract A1 and B1 of Cascade Village Subdivision. The proposed units will be three-story town homes similar to the units across from Purgatory. They will be approximately 2000 sq. ft. with a garage and driveway. Lauren Davis, the representative of the project was present on Zoom to answer questions.

After presentations and discussion of the project from William Tookey, Land Use Administrator and the applicant for the Commission members. A period of Public Hearing was called with no comments. After the Public Hearing closed, Ken Safranski made a motion to recommend to the San Juan County Commissioners that you approve the proposed County Improvement Permit Application Sketch Plan with the 8 conditions as recommended in the staff report. Jim Harper seconded the motion. A roll call vote was called and the motion passed unanimously.

A letter was sent to the San Juan County Commissioners for their meeting on October 8.

COUNTY 11 LOT RESIDENTIAL SUBDIVISION PERMIT APPLICATION PRELIMINARY PLAN FOR PROPOSED OVERLAND SUBDIVISION FOR ANGLO SAXON PLACER, CONSISTING OF 6 CLAIMS, AND 4 ADDITIONAL CLAIMS APPROXIMATELY 2.5 MILES FROM SILVERTON, SAN JUAN COUNTY ON CR 110.

Lloyd Swartz, the applicant and owner was present in the Commissioners Room to answer questions.

After discussion and background of the project and presentations from William Tookey, Land Use Administrator. Then the applicant read from a paper some of his counter points regarding conditions he listed for discussion. After discussion Melissa Childs made a motion to recommend to the San Juan County Commissioners that you approve the proposed County Subdivision Preliminary Plan with the 19 conditions as listed in the staff report with the addition to condition 14 to include that a professional engineer shall certify the location of the abutments, the geotechnical design and how to address scour potential the addition. Jim Harper seconded the motion. A roll call vote was called and the motion passed with Ken Safranski, Lindsey Halvorson, Bev Rich, Jim Harper, and Melissa Childs voting yes and Jim Weller voting no.

A letter was sent to the San Juan County Commissioners for their meeting on October 8.

The San Juan Regional Planning Commission met virtually via zoom and in the Commissioner meeting room on September 16, 2025 at 7:06 PM with roll call showing the following attendance

Bev Rich	X	Ken Safranski	X
Jim Weller	X	Melissa Childs	X
Lindsey Halvorson	X	Austin Lashley	Absent
Jim Harper	X		

Present via Zoom were Bev Rich, Jim Harper, Melissa Childs, John Kowalczyk, Vicki Coulter, Bob Fargo, John Behrs, Lisa Adair, Cascade 2020, and Lauren Davis. Present in the San Juan County Meeting Room were William Tookey, Land Use Administrator and Chris Tookey, Secretary, along with Jim Weller, Ken Safranski, Lindsey Halvorson and Lloyd Swartz.

MINUTES: August 19, 2025

Lyndsey Halvorson moved to approve the minutes. Jim Harper seconded the motion. The motion passed unanimously with a show of hands. Melissa Childs abstained since she was absent last meeting.

COUNTY IMPROVEMENT PERMIT SKETCH PLAN FOR THE DEMOLITION OF THE LEAD CARBONATE MILL. LEAD CARBONATE MILL SITE USMS. AND IS ACCESSED BY CR 110.

The applicant Joy Global Underground Mining LLC plans to demolish the structure due to liability concerns. Mr. Robert Fargo, the representative from Joy Global Underground Mining LLC was present via Zoom.

At the regular meeting the Commissioners discussed the historic appreciation of the site and the possibility of using an historic sign as a marker to recognize the significance of the mill site. Ken Safranski then made a motion to recommend to the San Juan County Commissioners that you approve the proposed County Improvement Permit Application Sketch Plan with the 4 conditions. Jim Harper seconded the motion; A roll call vote was called and the motion passed with an abstain vote from Bev Rich.

A letter was sent to the San Juan County Commissioners for their meeting on October 8.

San Juan Regional Planning Commission
September 16, 2025

The meeting was adjourned at 9:20 PM.

Respectfully Submitted,

Christine M. Tookey, Secretary

MEMORANDUM

October 21, 2025

TO: San Juan Regional Planning Commission
FR: William A. Tookey
RE: Flaugh Family Trust Vacation Rental

Darwin Flaugh, dba Peekaboo Gulch LLC has submitted a Vacation Rental Special Use Permit application for his residential unit located on the Wilcox Lode at 473 County Road 14.

The maximum occupancy for the cabin is 9. The site does have a permitted septic system and a 1500 gal cistern.

The property is currently owned by Flaugh Family Trust and the taxes are current. The application fees have been paid.

The property is located near the top of Red Mountain Pass and will be accessed from Country Road 14.

The San Juan County Land Use Regulations require that anyone wishing to use a single-family residential building for Vacation Rental use shall first obtain and at all times maintain a current annual Special Use Permit for such use which shall require that all services and capacities be evaluated at the maximum possible occupancy, intensity and duration of use to ensure there are adequate services and capacities to accommodate the increased demand for potable water, wastewater facilities, trash, satellite or cell phone service, emergency access and parking. "Vacation Rental" shall be any rental of a residential unit for any period less than ninety days.

In addition to the foregoing, the following requirements shall apply to all vacation rentals:

1. Only one vacation rental unit shall be allowed for any one owner or group of related owners or related parties. "Related parties" shall include all entities in which any person or entity has an ownership interest and shall also include immediate family relations for example parent, spouse, and child.

Mr. Flaugh also owns a residential property on the Selma #3 at 401 County Road 14. I have no record that it is being used as a vacation rental. The applicant would not be allowed to use both units for vacation rentals.

2. In order to avoid placing excessive demands on limited emergency service resources in the County, no more than 20 vacation rentals shall be permitted at any time within the Mountain Zone.

If this application was approved it would not exceed the maximum number allowed in the Mountain Zone.

3. As a condition of obtaining an annual Special Use Permit for a vacation rental and in addition to all other information required by this Land Use Code, the applicant shall demonstrate the following items, take the following actions, and provide the following information and consents.
 - a. Adequate emergency communications and off-street dedicated parking are available at all times to guests.

The applicant will provide Starlink service for emergency communications.

The applicant has identified that there is dedicated parking located on his property at 473 CR 14. However, that parking would be seasonal. The applicant does not address how parking will be handled when vehicle access to his property is not available. Allowing additional parking on the top of Red Mountain Pass would only contribute to the parking issues at that location. The applicant would need to find private property with year-round access that could be dedicated to parking. Or the application could be approved seasonally to allow for use when the property can be accessed by a wheeled vehicle.

- b. The proposed rental is safely accessible year-round not only to occupants but to emergency services as well.

The site appears to be relatively safe for year-round access. CR 14 is used by numerous recreationalists during the winter months.

- c. The holder of the special use permit shall possess a current, valid sales tax license and collect sales and lodging taxes on all vacation rentals.

The applicant has received a valid sales tax license.

- d. The holder shall permit the County to inspect the premises being utilized for vacation rental to allow verification of holder's compliance with the provisions hereof.

This would be a condition of approval.

- e. The holder of the special use permit shall make available to the County access to records of all vacation rentals including registration information regarding guests and all financial records pertaining to the vacation rental for the purpose of allowing the County to verify the holder's compliance with these requirements.

This would be a condition of approval.

Additionally, the applicant will need to provide documentation that the water quality and quantity is adequate for a maximum occupancy of 9. If treatment of the water is required, provide the necessary documentation and approvals of water treatment and testing. If the vacation rental will be used during the winter how will the cistern be refilled.

The Planning Commission can recommend to the Board of County Commissioners that this Special Use Permit be approved as submitted, approved with conditions, denied, or tabled for additional information.

The Commissioners approved the special use permit with the following conditions:

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. The applicant shall fully and completely comply with, and strictly conform to, all terms, conditions and restrictions contained in the San Juan County Zoning and Land Use Regulation and all permits issued and shall fully and completely comply with, and strictly conform to all applicable State and Federal rules and regulations
3. That adequate emergency communications are provided on site.
4. That sufficient off-street parking be designated and that parking on CR 14 of US Highway 550 be prohibited.
5. That the applicant acknowledges that the County will not provide snow removal for CR 14.
6. The applicant agrees to indemnify and hold harmless the County, its Commissioners, officers, administrators, employees, representatives, and emergency personnel, for any claims and/or damages related to the leasing, usage and operation of the vacation rental.
7. That the applicant maintains a sales tax license from the Colorado Department of Revenue and collects sales tax and lodging tax as required.
8. That the applicant submits a renewal application annually providing the number and dates that the Vacation Rental was occupied.
9. Proof of insurance to operate a vacation rental is provided annually.
10. The applicant shall permit the County to inspect the premises being utilized for vacation rental to allow verification of holder's compliance with the provisions of the Special Use Permit.
11. The holder of the special use permit shall make available to the County access to records of all vacation rentals including registration information regarding

guests and all financial records pertaining to the vacation rental for the purpose of allowing the County to verify the holder's compliance with these requirements.

12. That the applicant fully and completely understands that in addition to applicability of the provisions of the San Juan County Zoning and Land Use Regulations, the County may deny renewal or revoke the Special Use Permit based upon a failure to comply with any conditions, a failure to adequately demonstrate the ability to comply in the future, and/or high levels of risk to the public based upon continued similar use. Together with any other relevant evidence of high levels of risk, the County may consider past incidents, expert opinions, and recommendations of emergency services personnel.





SAN JUAN COUNTY, COLORADO

Vacation Rental Address: _473 County Road 14_____

Property Legal Description: ___Wilcox 19335_____

Name of Applicant: __Flaugh Family Trust (Darwin
Flaugh)_____

Address of Applicant: _PO Box 2026_____Pagosa Springs, CO
81147_____

Telephone: _970 759-8377_____

Email: _darman800@yahoo.com_____

If owner and applicant are different:

Name of Owner: ___Same_____

Address of Owner: _____

Telephone: _____

Email: _____

Provide the following information:

1. Proof of Ownership Included in folder
2. Proof of Insurance Included in folder
3. Proof that Property Taxes Current Included in folder
4. Proof of Adequate Emergency Communications Included in folder
5. Map and Define Route from Nearest State Maintained Highway to Proposed Vacation
Rental CR14 Top of Red Mt. Pass ¼ mile from highway 550
6. Maximum Occupancy 9

7. Provide Documentation that your Septic and Water Systems are Adequate for maximum occupancy 1500 Gal. Cistern water storage. Septic permit included in folder

8. Proof of a Colorado Department of Revenue Sales Tax License for the Collection of Sales Tax and Lodging Tax Included in folder

9. Location of Dedicated Off-Street Parking 473 CR 14

10. Property Manager's Name, Address, Telephone, Email Tony Casternovia, PO Box 359 Silverton, CO 81433 973 985-1915 outdoorajc@gmail.com

11. Narrative of the vacation rental operation and procedures Darwin and Lisa Flaugh will be managing rental. We are not planning on using a management company at this time. We have a local contact for any emergencies and have on site monitoring through starlink hookup. We are planning 2 night minimum. Charges will be done via credit card.

Signature of Applicant

Darwin Flaugh

Date

9/3/2025

DEED OF TRUST

THIS INDENTURE, is made this 22 day of December, 2010 between Flaugh Family Trust, Darwin Flaugh and Lisa Flaugh, Trustees of the Flaugh Family Trust, P.O. Box 2026, Pagosa Springs, Colorado 81147, LLC, hereinafter referred to as "Grantor", and the Public Trustee of the County of San Juan, State of Colorado, hereinafter referred to as Public Trustee.

WITNESSETH, THAT, WHEREAS, Grantor has executed a promissory note dated December 16, 2010, for the principal sum of Forty One Thousand Six Hundred Dollars (\$41,600.00), payable to the order of Masner Enterprises, LLC, whose address is P.O. Box 441, Anthony, CO 81426 after the date hereof, with interest thereon from the date thereof at the rate of six per cent (6%) per annum with principal and all interest payable each year on the 16th day of December, 2011, and continuing yearly on the 16th day of December through December 16th, 2014. The note shall be paid in full on or before December 16, 2014.

AND WHEREAS, the Grantor is desirous of securing payment of the principal and interest of said promissory note in whose hands soever the said note may be;

NOW THEREFORE, the Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever, the following described property, situate in the County of San Juan, State of Colorado, to wit:

WILCOX 19335, RED MOUNTAIN MINING DISTRICT, COUNTY OF SAN JUAN, STATE OF COLORADO

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging, in trust nevertheless, that: a) in case of default in the payment of said note or any part thereof, or in the payment of the interest thereon according to the tenor and effect of said note, or in the payment of any prior encumbrances, principal or interest, if any, or b) in case default shall be made or violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and may elect to advertise said property for sale, and demand such sale by filing a notice of election and demand for sale with the Public Trustee. Upon receipt of such notice of election and demand for sale, the Public Trustee shall cause such notice to be recorded in the recorder's office of the county in which said property is situated.

The Public Trustee shall then give public notice of the time and place of sale by advertisement to be published for four weeks (once each week for five successive weeks) in some newspaper of general circulation at that time published in the county or counties in which said property is located. A copy of such notice shall be mailed to all persons entitled to receive notice as provided by law. It shall and may then be lawful for the Public Trustee to sell said property for the highest and best price the property will bring in cash and to dispose of the said property (en masse or in separate parcels, as the said Public Trustee may think best), together with all the right, title and interest of the Grantor therein, at public auction at any place as may be specified by statute and designated in the notice of sale.

The Public Trustee shall make and give to the purchaser of such property at such sale, a certificate of purchase as required by law. Unless the property is redeemed, the public trustee shall execute and record a confirmation deed to the holder of the certificate of purchase no less than fifteen days after the date of sale or, if later, the expiration of all redemption periods and the receipt of all statutory fees and costs.

The Public Trustee shall, out of the proceeds of such sale and after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note, the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at 6% per cent per annum, rendering the overplus, if any, unto those persons entitled thereto as a matter of law. Said sale as evidenced by the confirmation deed executed and recorded by the Public Trustee shall operate as a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the said property, or any part thereof, by, from, through or under the Grantor. The holder of said note may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

The Grantor covenants with and warrants to the Public Trustee, that at the time of the enrolling of and delivery of these presents the Grantor is well seized of the said lands, tenements and property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims the Grantor may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado or of the United States Congress, now existing or which may hereafter be passed in relation thereto, and that the same are free and clear of all liens and encumbrances whatever, except: NONE except as listed in the title commitment dated 12-08-2010 with Land Title Guarantee Company #oum85002310.

The Grantor further warrants to the Public Trustee the quiet and peaceable possession of said property against all persons who may lawfully claim the whole or any part thereof, and that the Grantor shall and will forever defend the title to said property against such person or persons.

Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies, meeting the net worth requirements of the beneficiary hereof in an amount which will yield to the holder of the indebtedness, after reduction by co-insurance provisions of the policy, if any, not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. At the option of the beneficiary, the original policy or policies of insurance shall be delivered to the beneficiary as further security for the indebtedness. Should the Grantor fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at

the rate of 6% per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

IN CASE OF ANY DEFAULT whereby the right of foreclosure occurs hereunder, the holder of said note or certificate of purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any. Such possession shall at once be delivered to the holder of said note or certificate of purchase on request. Upon refusal, delivery of such possession may be enforced by the holder of said note or certificate of purchase by any appropriate civil suit or proceeding. The holder of said note or certificate of purchase shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice – notice being hereby expressly waived – and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

IN THE CASE OF ANY DEFAULT in any of said payments of principal or interest, according to the tenor and effect of said promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements herein by the Grantor, the whole of said principal sum hereby secured and the interest thereon to the time of the sale may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured. If foreclosure be made by the Public Trustee, reasonable attorney's fees for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure; and if foreclosure be made through the courts, a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

IT IS FURTHER UNDERSTOOD AND AGREED that if a release of this deed of trust is required, the Grantor will pay the expense thereof; all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto; and that the singular number shall include the plural and the plural the singular.

Executed on 12-16, 2010.

GRANTOR: FLAUGH FAMILY TRUST

Darwin Flaugh - Trustee
By: Darwin Flaugh
Its: Trustee

Lisa Flaugh Trustee
By: Lisa Flaugh
Its: Trustee

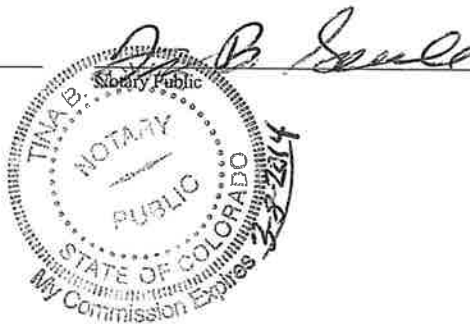
State of Colorado

County of ~~Montrose~~ Archuleta

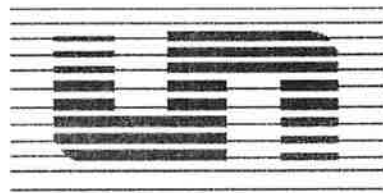
The foregoing instrument was acknowledged before me this 16th day of December, 2010, by Darwin Flaugh and Lisa Flaugh, as Trustee of the Flaugh Family Trust.

Witness my hand and seal.

My commission expires: 3-9-2014



COMMERCIAL INSURANCE POLICY



**united
national
group®**

ADMINISTRATIVE OFFICES

THREE BALA PLAZA EAST, BALA CYNWYD, PA 19004
610-664-1500

DIAMOND STATE INSURANCE COMPANY

A Stock Company
Munster, Indiana

COMMERCIAL INSURANCE POLICY COMMON POLICY DECLARATIONS

Policy Number: VEP0373598

Renewal of:

Named

Insured: Darwin Flaugh; Lisa Flaugh

DBA: Flaugh Family Trust

Mailing Address:

Street: PO Box 2026

City: Pagosa Springs

State & Zip Code: CO 81147-2007

Producer Name: US Assure Insurance Services of Florida, Inc.

Address: 8230 Nations Way, Jacksonville, FL 32256

Producer

Number: U043

Policy Period: From: 05/08/2025 To: 05/08/2026

at 12:01 A.M. Standard Time at the mailing address shown above.

Business Description: Short-Term Rental Monoline Premises Liability

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	PREMIUM	
General Liability	\$	282.00
Terrorism	\$	100.00
Policy Fee	\$	100.00

TOTAL \$ 482.00

Premium shown is payable: at inception: \$482.00

1st Anniversary:

2nd Anniversary:

Form(s) and Endorsement(s) made a part of this policy at time of issue:

SEE ATTACHED SCHEDULE OF POLICY FORMS AND ENDORSEMENTS SAA-100

05/08/2025

DPA-100 (8-98)

By:

Countersignature

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

EFFECTIVE DATE: 05/08/2025
12:01 a.m., Standard Time

POLICY NO.: VEP0373598

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 1,000,000	
Products-Completed Operations Aggregate Limit	\$ EXCLUDED	
Personal and Advertising Injury Limit	\$ EXCLUDED	
Each Occurrence Limit	\$ 1,000,000	
Fire Damage Limit	\$ 50,000	ANY ONE FIRE
Medical Expense Limit	\$ 5,000	ANY ONE PERSON

RETROACTIVE DATE (CG 00 02 ONLY)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

(Enter Date or "None" if no Retroactive Date applies)

FORM OF BUSINESS

☒ Individual ☐ Joint Venture ☐ Partnership ☐ Organization (other than Partnership or Joint Venture)

LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

Loc #

001 473 County Road 14, Silverton, CO 81433

PREMIUM

Loc #	Classification	Code No.	Premium Basis	Rate		Advance Premium	
				Pr/Co	All Other	Pr/Co	All Other
001	ST Rental Premises Liability	VML040	1	EXCLUDED	INCLUDED	EXCLUDED	INCLUDED

Total Advance Premium INCLUDED

FORMS AND ENDORSEMENTS

SEE ATTACHED SCHEDULE OF POLICY FORMS AND ENDORSEMENTS SAA-100

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

Darwin Flaugh
VEP0373598

<u>Form #/Edition Date</u>	<u>Description</u>
JPA1000701	Policy Jacket
DPA1000898	COMMON POLICY DECLARATIONS
CL1500995	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
SAA1000898	SCHEDULE OF POLICY FORMS AND ENDORSEMENTS
GAA75390123	CLAIMS REPORTING PROCEDURES
GAA75380123	GLOBAL INDEMNITY PRIVACY NOTICE
GAA75400123	IMPORTANT NOTICE FOR POLICYHOLDERS REGARDING PUBLIC HEALTH EMERGENCY
IL00171198	COMMON POLICY CONDITIONS
IL09851220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL02280907	COLORADO CHANGES - CANCELLATION AND NONRENEWAL
IL00210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
F6860612	EXCLUSION - SWIMMING POOL, POND, LAKE, HOT TUB, SPA OR JACUZZI
F6950313	FIREARM EXCLUSION
F6960313	RECREATIONAL EQUIPMENT EXCLUSION
F6970313	TENANT BUSINESS EXCLUSION
CG21550999	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG21671204	FUNGI OR BACTERIA EXCLUSION
CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG21070514	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG21700115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21760115	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG40320523	EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
EAA1000112	IN WITNESS CLAUSE
F1620197	DEDUCTIBLE LIABILITY INSURANCE
F2191099	LIMITATION OF COVERAGE TO PREMISES/OPERATIONS
F6370508	INDOOR AIR QUALITY EXCLUSION
F6380508	LEAD LIABILITY EXCLUSION
F6570508	ASBESTOS AND SILICA EXCLUSION
F6580508	PUNITIVE AND EXEMPLARY DAMAGES EXCLUSION
F6890313	ANIMAL LIABILITY EXCLUSION
SC10298	MINIMUM EARNED PREM ENDORSEMENT



Berkshire Hathaway

HOMESTATE COMPANIES

1314 Douglas Street, Suite 1300 • Omaha, NE 68102

April 11, 2025

FLAUGH FAMILY TRUST
473 COUNTY ROAD 14
SILVERTON, CO 81433

Policyholder Name
Policy Number

FLAUGH FAMILY TRUST
12PRM144348-01

Policy Term

4/9/2025 12:01:00AM to 4/9/2026 12:01:00AM

Claim reporting:

1-800-356-5750

24 hours a day

7 days a week

The above referenced policy has been placed with National Fire & Marine Insurance Company, which has the highest financial strength rating in the insurance industry.

We have enclosed for your records a copy of all policy documents.

We appreciate your business. If you have questions or would like to request changes to the policy, please contact your agent.

Regards,

National Fire & Marine Insurance Company

NATIONAL FIRE & MARINE INSURANCE COMPANY

1314 DOUGLAS ST, SUITE 1400
OMAHA, NE 68102
(402) 393-7255

A STOCK COMPANY

Report ALL Claims To:

1-800-356-5750

24 Hour

Toll Free

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGES, COVERAGE FORMS
AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY. THIS POLICY IS A LEGAL
CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY.

PLEASE READ YOUR POLICY CAREFULLY

SURPLUS LINES NOTICE OF NONRENEWAL

You are hereby notified that your policy will terminate effective no later than the date and time of its expiration, for the following reason:

A surplus lines policy cannot renew - eligibility for surplus lines policy placement must be re-determined annually for a new policy period.

We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation in accordance with state law, as applicable.

A surplus lines broker determined that this policy was eligible for surplus lines placement on the date this policy was issued. This policy was issued by a surplus lines insurer.

The policy period is only that which is listed on the Declarations Page. A request for an additional policy period without a lapse in coverage may be considered but must be submitted for a properly qualified surplus lines placement through a surplus lines broker prior to expiration of the current policy.

Your state may have legal restrictions on what business may be insured on a surplus lines basis. Eligibility for surplus lines placement should be re-determined by a surplus lines broker for each new policy period.

National Fire & Marine Insurance Company

COMMERCIAL LINES POLICY

COMMON POLICY DECLARATIONS

Policy Number: 12PRM144348-01

Named Insured and Mailing Address:

FLAUGH FAMILY TRUST
473 COUNTY ROAD 14
SILVERTON, CO 81433

Producing Agent: H08227

Amwins Access
6363 S Fiddler's Green Circle
Greenwood Village, CO 80111

Policy Period: From: 04/09/2025 To: 04/09/2026 at 12:01 A.M., Standard Time at your mailing address shown above.

Business Description: VACANT SECONDARY AND SHORT TERM RENTAL

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ 5,790
Commercial General Liability Coverage Part	\$
Commercial Crime Coverage Part	\$
Commercial Inland Marine Coverage Part	\$
Commercial Automobile Coverage Part	\$
Workers Compensation	\$
Businessowners	\$
Contractors Package/Motel/Lessor's Risk Only	\$
Umbrella	Colorado Premium: <u>\$5,790.00</u> \$
Errors and Omissions	Fees: <u>\$250.00</u> \$
Terrorism Coverage "Certified Acts"	SLAS Transaction Fee: <u>\$10.57</u> \$
	Surplus Lines Tax: <u>\$181.20</u> \$

Annual Premium (may include balance to meet minimum premium) \$ 5,790

FORM(S) AND ENDORSEMENTS(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*

Refer To Form Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersignature Date

Authorized Representative

This contract is delivered as a surplus line coverage under the
'Nonadmitted Insurance Act'. The insurer issuing this contract
is not licensed in Colorado but is an eligible nonadmitted
insurer. There is no protection under the provisions of the
'Colorado Insurance Guaranty Association Act'.
For Policies where a Fee is being charged, the following
applies:

CD24 (0703)

The cost of the insurance coverage provided herein includes a
fee to a wholesale intermediary in addition to the premium
charges.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY FORMS SCHEDULE

Form Number	Edition Date	Form Title
ILM0313	5/2013	COMMERCIAL POLICY JACKET
CD24	7/2003	COMMON POLICY DECLARATIONS
ILS 0001	5/2013	COMMON POLICY FORMS SCHEDULE
ILB 0017	6/2015	COMMON POLICY CONDITIONS
ILM0310	8/2010	NOTICE OF SERVICE OF SUITS
ILB0285	5/2013	MINIMUM EARNED PREMIUM
ILB 5821	8/2015	EXCLUSION FOR WAR, NUCLEAR RISK (INCLUDING RADIOACTIVE), AND BIOLOGICAL RISK (INCLUDING CHEMICAL)
M 5872	9/2020	CHANGES TO COMMON POLICY CONDITIONS - CANCELLATION
M 5748	10/2013	SANCTION EXCLUSION

RECEIPTS

SAN JUAN COUNTY TREASURER
Tax Year / Statement #: 2024 / 2493

Date - Time:

8/26/2025 - 9:55:40AM

Tax District: 101 - OUTER COUNTY

Parcel #: N1965

Land Nbhd: 1

ACCT#: N1965

Block:

Value: 31,623

Property Type: MN

Lot:

FLAU00004

FLAUGH FAMILY TRUST

PO BOX 2026

PAGOSA SPRINGS, CO 81147--2026

Owner: FLAUGH FAMILY TRUST

Legal: WILCOX - 19335

101	County	19.641000	621.11
101	SCHOOL DISTRICT #1	16.508000	522.03
101	SOUTHWEST WATER CONS	0.380000	12.02

Taxes Paid

Receipt #	Payment Date	Tax Descr.	1st Half	2nd Half	Interest / Fees	Total	Comment
2025925	03/07/2025	AdValorem	577.58	577.58	0.00	1,155.16	
Grand Total Paid						1,155.16	

Tender Collected

Payment Date	Check Paid	Cash Paid	Card Paid	AAE/Rev. Paid	Change	Operator	Paid By
03/07/2025	1,155.16	0.00	0.00	0.00	0.00	Deanna Jaramillo	FLAUGH LISA & DARWIN

Remaining Penalties	Remaining Fees	Remaining 1st Half	Remaining 2nd Half	Remaining Total
0.00	0.00	0.00	0.00	0.00

Subscriptions

Subscription

SL-6048981-75864-91

Starlink

Nickname

Peekaboo Gulch

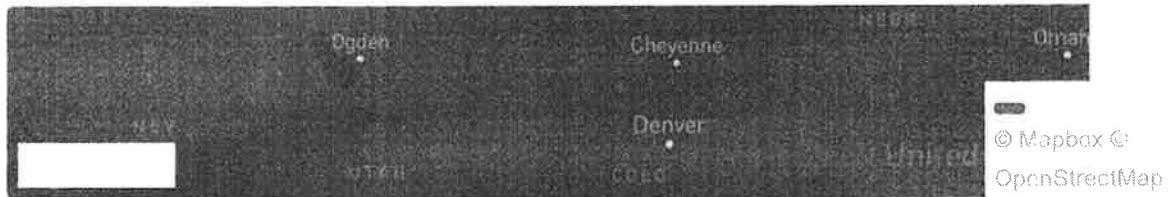
Service Plan

Active

Residential

Service Location

473 County Rd 14, Silverton, CO 81433, USA



Total Data Usage

31 GB

SAN JUAN BASIN
public health

Permit # 053-3
Year 2017

APPLICATION to Construct, Alter, or Repair an On-site Wastewater Treatment System

Owner: Darwin Flough Phone: 970-759-8377
Site address: Winco CR 14 Mining Claim Subdivision: Silverton, CO
Assessor's parcel # 47770140040014 Lot #:
Lot size: 6 (acres) # of Dwellings: 1 # of Bedrooms: 3 Water supply: Spring Box
I acknowledge: (1) This application does not guarantee that an On-site Wastewater Treatment System ("OWTS") can be installed or a building permit issued; (2) The issuance of the OWTS permit does not imply any warranty by San Juan Basin Public Health as to the operation of the OWTS; (3) The OWTS must be constructed in accordance with the San Juan Basin Public Health On-site Wastewater Treatment System Regulations; and (4) The owner of the property assumes the responsibility and liability for the proper maintenance of the OWTS.
Date: 3/28/17 Owner's signature: Darwin Flough
Owner's mailing address: PO 2026 Pagosa Springs CO 81477
Owner's email address: darman800@yahoo.com

[DEPARTMENT USE ONLY]

Permit fee: \$ 1083 Payment type: CR Rec'd by: AM Date: 3/28/17
Site Evaluation LTAR: 1.25 gal/sf Limiting Zone: groundwater Depth: 4 ft
PERMIT to CONSTRUCT an On-site Wastewater Treatment System
Septic tank(s): 1500 gal insph vault Design flow: 450 (gal/day) Distribution: Gravity or Pressure siphon pump
Soil treatment area: 376 sq. ft 4 beds (soaked design) Elevation 65 ft over 12 inches C33 sand

Design Specifications and Comments:

This design meets the requirements of 2013 Colorado Regulation 43 and proposed 2016 SJBPB regulations.
*See attached approval memo. *Note: revised sizing calculations attached.

INSTALLATION REQUIREMENTS:

12 inches of ASTM C33 sand placed in excavation below bottom of E-ben GSTs.
Distribution box(es) to contain ball valves for equalized pressure distribution relative to size of each bed.
Construction inspection and wet test by SJBPB prior to backfill.

MAINTENANCE REQUIREMENTS:

Follow Statewide requirements for operation and maintenance of higher-level treatment systems.
Provide maintenance contract and records for SJBPB files.
Contractor inspection and wet test 8/21/18 - equal of each bed
inspected, installation per approved specs - inspection parts noted
to be disconnected from and buried piping to be buried within 48 hours of soil layer
Gate valves in line valve box and 2" pipe manhole
Pipes need to be returned to SJBPB for inspection required

Final grade inspection 8/24 -
grade and SW diversion complete.
Cap needed for inspection ports.
Contractor photos show pipes properly
retained & disconnected from inspection
ports.

Authorization to begin Construction

Permit must be signed by EHS BEFORE construction begins

[Signature] 8/11/17
Environmental Health Specialist Date

Final Inspection

The above system has been inspected and found to comply with the above requirements.

Darwin Flough
System Installed by (name, company, phone)

[Signature] 4/7/19
Environmental Health Specialist Date

Mark Mackie/Engineer
System Designed by (name, company, phone)



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information

Business Search

FAQs, Glossary and Information

Details			
Name	Peekaboo Gulch LLC		
Status	Good Standing	Formation date	08/28/2025
ID number	20251950796	Form	Limited Liability Company
Periodic report month	August	Jurisdiction	Colorado
Principal office street address	636 Hope Dr., Pagosa Springs, CO 81147, CO, US		
Principal office mailing address	PO Box 2026, Pagosa Springs, CO 81147, US		

Registered Agent	
Name	DARWIN L FLAUGH
Street address	636 Hope Dr., Pagosa Springs, CO 81147, US
Mailing address	PO Box 2026, Pagosa Springs, CO 81147, US

[Filing history and documents](#)

[Get a certificate of good standing](#)

[Get certified copies of documents](#)

[File a form](#)

[Set up secure business filing](#)

[Subscribe to email notification](#)

[Unsubscribe from email notification](#)

[Subscribe to text notification](#)

[Unsubscribe from text notification](#)

[Back](#)

[Terms & conditions](#) | [Accessibility statement](#) | [Browser compatibility](#)

Payment Receipt Confirmation

Your payment was successfully processed.

Transaction Summary

Description	Receipt Confirmation	
		Amount
Business Registration		\$54.00
Service Fee		\$1.98
Colorado.gov Total Price		\$55.98

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price of items purchased through this service includes revenue used to develop, maintain, and enhance the state's official web portal, Colorado.gov.

Customer Information

Customer Name	Darwin Flaugh	Receipt Date	8/28/2025
Company Name	Peekaboo Gulch LLC	Receipt Time	04:05:15 PM MDT
Local Reference ID	f691136135df4863b3126d47318333af		

Payment Information

Payment Type	Credit Card	Credit Card Number	*****1740
Credit Card Type	MAST	Order ID	255203780
		Name on Credit Card	Darwin Flaugh

Billing Information

Billing Address	PO Box 2026	Phone Number	9707314691
Billing City, State	Pagosa Springs, CO	This receipt has been emailed to the address below.	
Billing Zip/Postal Code	81147	Email Address	darman800@yahoo.com
Country	US		



AGENDA MEMO

SUBJECT: Historic Preservation Committee Appointment
STAFF CONTACT: Lucy Mulvihill
MEETING DATE: 10/21/2025

Overview:

The Historic Preservation Committee was established by the Town to evaluate new construction, renovations, and demolitions within the Historic Overlay District, among other responsibilities required by History Colorado and outlined in Silverton Municipal Code §15-8-10(c), Historic Preservation Committee.

The Committee consists of five members, including one member of the San Juan Regional Planning Commission who is not also a member of the Board of Trustees.

The current Planning Commission representative is Melissa Childs. Her term has expired, and it is time to either reappoint her or appoint a new member.

Following the Planning Commission's appointment, the Board of Trustees will confirm the appointment at the November 10, 2025, Board meeting.

Suggested Motion or Direction:

1. I move to reappoint Melissa Childs to the Historic Preservation Committee to represent the San Juan Regional Planning Commission.
2. I move to appoint [insert name] to the Historic Preservation Committee to represent the San Juan Regional Planning Commission.