

SAN JUAN COUNTY, COLORADO
BOARD OF COMMISSIONERS MEETING AGENDA
Friday November 12, 2025

CALL TO ORDER: 8:30 A.M.

OLD BUSINESS:

Consider Bills and Authorize Warrants
BOCC Regular Meeting Minutes for October 22, 2025

APPOINTMENTS:

8:35 A.M. - High Country Medicine
9:00 A.M. - Martha Johnson, Social Services Director
 MOU Prowers County, CDHS Certification of Compliance 2026-2027
 MOU Energy Outreach Colorado
9:30 A.M. - Public Hearing Continuation – Joy Global
10:00 A.M. - Darwin Flaugh-Vacation Rental Application
10:30 A.M. - Bruce Conrad – Land Use Proposal
11:00 A.M. – Fabio Grasso, Silverton Mountain
11:30 A.M. - Clark Damron, Fire Authority -Wildfire Program
Other

Lunch – Location to be determined

1:30 P.M. – County Roads Workshop

CORRESPONDENCE:

NEW BUSINESS:

Lime Creek Snow Removal Contract
MOU for Control of Confidential Data
Alpine Loop IGA
Sales Tax Update
Treasure's Report
Public Comment
Commissioner and Staff Reports

OTHER:

ADJOURN: Next Regular Meeting – 6:30 PM, Monday November 24, 2025

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
REGULAR MEETING WEDNESDAY, OCTOBER 22, 2025
AT 6:30 P.M.

Call to Order: The meeting was called to order by Commissioner Lashley. Present were Commissioner Fetchenhier, Commissioner Pete Maisel and Administrator William Tookey. County Attorney Dennis Golbicht was present via Zoom.

Commissioner Fetchenhier moved to approve the minutes of October 8, 2025, as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

Charlie Smith was present to provide the Commissioners with an update on water issues. The issue of County Water Rights was discussed with Mr. Smith.

Jessica Duggan of EPA was present to provide the Commissioners with a presentation on the potential future uses for the Mayflower Tailings Area.

The 2026 Preliminary Budget was presented to the Commissioners for their review and comments. A Public Hearing for the 2026 Budget will be scheduled for the November 24, 2025 meeting.

The September Financial Report was submitted to the Commissioners for their review. Commissioner Fetchenhier moved to approve the September Financial Report as submitted. Commissioner Maisel seconded the motion. The motion passed unanimously.

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

Commissioner Maisel moved to approve \$175 per year for the next 3 years and continue the Alpine Loop website. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

Silverton Mountain will be invited to attend the next Commissioners' meeting.

Having no further business, the meeting was adjourned at 9:19 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk

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Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk

SAN JUAN COUNTY BOARD OF COMMISSIONERS MET NOVEMBER 8, 2025
AND THE FOLLOWING BILLS WERE APPROVED FOR PAYMENT.

26241	CITIZENS STATE BANK	3RD QTR UNEMPLOYMENT	413.10
26242	IDS	SEPT 25 MAILINGS	69.49
26243	SUMMER HEROUT	AUG-SEPT 25 NURSE ASST	240.00
26244	CENTURY LINK	SHERIFFS BILL	353.21
26245	SILVERTON STANDARD	LEGALS	444.80
26246	KERI METZLER	TRAIN-3RD QTR PAY-BILLS	1359.81
26247	MICHAEL F. ARNALL, MD	AUTOPSY (STYPULA)	1500.00
26248	IMAGENET CONSULTING	SHERIFFS BILL	138.37
26249	CITIZENS STATE BANK	ANVIL PAYMENT	6770.33
26250	MEGAN BROSH	OCT 7 SESSION PAY NURSE	100.00
26251	ALSCO UNIFORMS	CUSTODIAN BILL	160.00
26252	HUMANA INSURANCE CO	DENTAL-VISION-LIFE	2101.34
26253	ORKIN	CUSTODIAN BILL	75.00
26254	BANK OF THE SAN JUANS	FIRE HOUSE PAYMENT	12838.70
26255	CITIZENS STATE BANK	LIABILITIES	101580.10
26256	AFLAC	INDIVIDUAL INSURANCE	182.78
26257	SOUTHWEST APPLIANCE	NEW WASHER/DRYER	1769.25
26258	MONTROSE PRINTING CENTER	GENERAL CHECKS	270.68
26259	SILVERTON HARDWARE	SUPPLIES	535.37
26260	VISA	BILLS	3595.63
26261	CENTURY LINK	SHERIFFS BILL	74.39
ACH 8	ALLIED BENEFIT SYS	MEDICAL INSURANCE	20964.77
DD	ABIGAIL ARMISTEAD	SHERIFF DEPUTY WAGES	3991.18
DD	ADAM CLIFTON	SHERIFF DEPUTY WAGES	4077.18
DD	KIMBERLY BUCK	ASSESSOR WAGES	3969.52
DD	BRUCE CONRAD	SHERIFF WAGES	4400.14
DD	GARY DAVIS	VETS OFFICER WAGES	1069.41
DD	ARTHUR DONOVAN	EPD WAGES	4973.80
DD	ANTHONY EDWARDS	COMMUNICATION WAGES	5207.19
DD	SCOTT L. FETCHENHIER	COMMISSIONER WAGES	2167.42
DD	AMIE GARDINER	SHERIFF-NURSE WAGES	3182.16
DD	JOHN JACOBS	SHERIFF DEPUTY WAGES	1032.04
DD	DEANNA M. JARAMILLO	TREASURERS WAGES	3911.53
DD	LADONNA L. JARAMILLO	COUNTY CLERK WAGES	4021.92
DD	REBECCA JOYCE	COUNTY NURSE WAGES	4140.43
DD	CHARLES LANIS	DEPUTY CLERK WAGES	3794.87
DD	AUSTIN LASHLEY	COMMISSIONER WAGES	1754.56
DD	STEPHEN LOWRANCE	UNDERSHERIFF WAGES	4487.34
DD	PETER C. MAISEL	COMMISSIONER WAGES	2154.37
DD	KERI METZLER	CORONER WAGES	1009.65
DD	KRISTINA L. RHOADES	SOCIAL SERVICE WAGES	3869.52
DD	REBECCA J. RHOADES	CUSTODIAN WAGES	2411.67
DD	WILLIAM A. TOOKEY	ADMINISTRATOR WAGES	5956.96
ACH	PAYROLL TAXES	FEDER-SOC-MED	22590.02
ACH	STATE TAXES	STATE TAXES	3560.00

ACH	CITIZENS STATE BANK	H S A SAVINGS	3000.00
26262	GREAT-WEST LIFE	OCT 25 GROUP RETIREMENT	6916.10
26263	SAN MIGUEL POWER	BILLS	4898.18
26264	PETER C. MAISEL	REIMB SOC SEC-INSURANCE	1364.54
26265	WILLIAM A. TOOKEY	REIMB SOC SEC	362.91
26266	LADONNA L. JARAMILLO	REIMB SOC SEC	348.96
26267	SCOTT L. FETCHENHIER	REIMB SOC SEC	372.43
26268	SILVERTON AMBULANCE	OCT MONTHLY PAYMENT	49133.33
26269	CAPITAL BUSINESS	PAYMENT	51.50
26270	CASANDRA ROOF	HELATH EQUITY PAY	1820.00
26271	ROBERT ROOF, LPC	COUNSELING PAY	400.00
26272	MARIAH REEVES APRICITY LTD	NURSE ASSISTANT PAY	1275.00
26273	DAYNA KRANKER	NURSE ASSISTANT PAY	1018.00
26274	BRUCE E. HARING, MA LPC	MENTAL HEALTH PAY	5100.14
26275	DENNIS R. GOLBRICHT	OCT. 25 SERVICES	4975.00
26276	VERIZON	SHERIFFS BILL	113.04
26277	IMAGENET CONSULTING	SHERIFFS BILL	219.03
26278	SILVERTON GROCERY	CUSTODIAN BILL	18.49
26279	KEENAN'S PLUMBING	REPLACE REGULATOR	2675.19
26280	CENTURY LINK	CUST BILL ELEVATOR ROOM	104.35
26281	SPURCE ELECTRICAL SERVICES	FIX HEATER THERMOSTAT	150.00
26282	BEARDED WONDER WERVICES	FIX FORD EXPLORER	543.92
26283	SILVERTON SCHOOL	REIMB TROWER	2501.17
26284	GRAN FARNUM PRINTING	ELECTION BALLOTS	2464.23
26285	LA PLATA CO TREASURER	SHARE OF EXPENSES DA	6839.88
26286	SAN JUAN MOUNTAINS ASSSOC	MAY- TO SEPT 25 TOILETS	3000.00
26287	VERO	BILLS	972.14
26288	SILVERTON HARDWARE	SUPPLIES	18.77
26289	ALSCO UNIFORMS	OCT 25 BILL	179.98
26290	CO LABOR LAW POSTER SER	2026 POSTERS	99.50
26291	MICHELLE GMITRO	ELECTION JUDGE PAY	432.00
26292	VOID		
26293	KEVIN BALDWIN	ELECTION JUDGE PAY	494.00
26294	LISA RISOLI	ELECTION JUDGE PAY	599.25
26295	COLE DAVENPORT	ELECTION JUDGE PAY	599.20
26296	BEVERLY RICH	ELECTION JUDGE PAY	496.00
26297	MEGAN MAST	ELECTION JUDGE PAY	598.40
26298	ALEX LANIS	ELECTION CELL PHONE USE	75.00
26299	SILVERTON LEARNING CENT	1 MONTH LODGING TAX	7500.00
26230	IDS INTEGRATED DOCUMENT	JUNE-JULY MAILERS TOTAL	6.77
26231	MARIAH REEVES	ELECTION JUDGE PAY	561.00
26302	VISA	SOC SER-COMM BILLS	491.27
26303	CENTURY LINK	SHERIFFS BILL	365.58
26304	CAPITAL BUSINESS	BILLS	237.15
26305	SILVERTON LP GAS	TANK FILL UP FD	683.33
26306	IMAGENET CONSULTING	SHERIFFS BILL	128.37
			367473.10

ROAD

7724 CITIZENS STATE BANK	3RD QTR UNEMPLOYMENT	137.72
7725 TOWN OF SILVERTON	ROAD FUEL TANK	6381.62
7726 F & H MINE SUPPLIES	SUPPLIES	2068.66
7727 WHISTLESTOP	FUEL	2531.44
7728 HUMANA INSURANCE CO	DENTAL-VISION-LIFE	329.97
7729 CITIZENS STATE BANK	BALANCE ACCT	550.82
7730 CITIZENS STATE BANK	PAYROLL LIABILITIES	20195.57
7731 VISA	SUPPLIES	480.03
7732 JOHN DEERE FINANCIAL	JD GRDR PAYMENT	6717.95
7733 SILVERTON HARDWARE	SUPPLIES	431.08
7734 CENTURY LINK	BILL	156.00
ACH 1 ALLIED BENEFIT SYS	MEDICAL INSURANCE	4675.97
DD DANIEL BECHTEL	ROAD OPERATOR WAGES	3804.97
DD MICHAEL KRISNOW	ROAD FOREMAN WAGES	3848.61
DD WILLIAM T. MACDOUGALL	ROAD OPERATOR WAGES	1227.81
DD RUSTY MELCHER	ROAD OVERSEER WAGES	5046.29
ACH 1 CITIZENS STATE BANK	H S A SAVINGS	750.00
7735 GREAT-WEST LIFE	OCT 25 GROUP RETIREMENT	805.74
7736 POWER MOTIVE	SUPPLIES	2317.90
7737 CENTURY LINK	BILL	239.41
7738 SILVERTON HARDWARE	SUPPLIES	174.82
7739 WHISTLESTOP	OCT 25 FUEL	3085.01
TOTAL ROAD		65957.39
GENERAL	367473.10	
ROAD	65957.39	
TOTAL ALL	433430.49	

WERE ALLOWED SETTLEMENT IN FULL BY ORDER OF SAN JUAN COUNTY COMMISSIONERS

AUSTIN LASHLEY, CHAIRMAN

SCOTT L. FETCHENHIER, COMMISSIONER

PETER C. MAISEL, COMMISSIONER

LADONNA L. JARAMILLO, CLERK

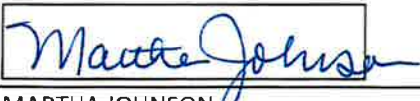


Department of Social Services
Phone 970-387-5631 * Fax 970-387-5326
Martha Johnson, Director
8/31/2025

Date 9/25/2025
Transmittal No. 8

Vendor	Date	Num	Amount
La Plata County	08/31/2025	11738	\$ 4,177.05
San Juan County	08/31/2025	11737	\$ 5,388.02
La Plata County	Family Voice Grant Inv 222	TBD	\$ 1,359.46
TOTAL			<u>\$ 10,924.53</u>

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

11-3-2025

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 August 2025

Ordinary Income/Expense	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	TOTAL	
	Jan - Actual	Feb - Actual	Mar - Actual	Apr - Actual	May - Actual	Jun - Actual	Jul - Actual	Aug - Actual	Jan - Actual	Budget
Income										
400.001 REVENUE-State Alloc	8,185.25	7,975.61	9,090.29	9,746.24	8,461.11	46,416.20	11,096.20	10,996.20	111,967.10	148,000.00
400.010 Property Tax Current	0.00	134.79	6,436.35	2,049.29	5,844.91	1,096.03	2,528.10	1,098.09	19,177.56	21,349.00
400.020 Specific Ownership tax	129.52	113.36	97.18	110.44	109.38	0.00	258.51	120.64	939.03	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	113.15	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	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	1,331.63	1,000.00
400.180 REVENUE-EOC	160.00	0.00	0.00	0.00	120.00	0.00	0.00	0.00	300.00	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	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	150,189.01	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	64,195.50	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	20,207.05	500.00
500.120 EXPENSE-Child Care	49.80	0.00	46.00	0.00	138.90	10,586.05	0.00	149.45	10,970.20	1,500.00
500.130 EXPENSE-Child Support	37.86	73.59	0.00	37.89	39.31	0.00	0.00	0.00	188.67	2,000.00
500.140 EXPENSE-Child Welfare	0.00	0.00	0.00	609.99	0.00	12,500.00	0.00	26.88	13,136.87	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	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	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	16,000.00	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	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	974.58	5,000.00
Total Expense	13,586.72	16,923.09	10,746.79	11,654.60	10,128.74	51,557.04	15,509.90	10,924.53	142,033.41	168,500.00
Net Income	-176.20	-1,260.17	4,877.03	252.88	4,407.70	-3,981.03	1,355.19	2,682.20	8,155.60	4,999.00

San Juan County
CDHS Allocation and Expenditures report
For State Fiscal Year 2025-26
08/31/2025

FIPS

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Program	Allocation	Expenditures	Remaining	% Remaining	% of Fiscal Year Remaining
CDHS County Admin	83,001	6,858	76,143	91.74%	83.33%
HCPF Regular	26,998	1,293	25,705	95.21%	83.33%
HCPF Enhanced	58,521	4,328	54,193	92.60%	83.33%
APS Admin	30,000	418	29,582	98.61%	83.33%
APS Client	2,000	0	2,000	100.00%	83.33%
Child Care	8,969	877	8,092	90.22%	83.33%
Colorado Works	44,697	1,515	43,182	96.61%	83.33%
Child Welfare 80/20	52,431	2,526	49,905	95.18%	83.33%
Child Welfare 100%	4,070	9	4,061	99.77%	83.33%
CORE 80/20	10,351	0	10,351	100.00%	83.33%
CORE 100%	18,869	4,000	14,869	78.80%	83.33%
SEAP	444	0	444	100.00%	83.33%
LEAP L300.5200	1,830	1,732	98	5.38%	8.33%
Total	342,181	23,556	318,626		



Department of Social Services
Phone 970-387-5631 * Fax 970-387-5326
Martha Johnson, Director
9/30/2025

Date 10/28/2025
Transmittal No. 9

Vendor	Date	Num	Amount
La Plata County	09/30/2025	11744	\$ 4,573.51
San Juan County	09/30/2025	11743	\$ 5,815.51
La Plata County	CGI Conference	11742	\$ 455.78
TOTAL			<u>\$ 10,844.80</u>

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MARTHA JOHNSON

11-3-2025

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Austin Lashley

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January through September 2025

Ordinary Income/Expense	TOTAL										
	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Jan - Sep 25	Budget
Income											
400.001 REVENUE-State Alloc	8,185.25	7,975.61	9,090.29	9,746.24	8,461.11	46,416.20	11,096.20	10,996.20	8,884.53	120,851.63	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	659.48	19,837.04	21,349.00
400.020 Specific Ownership tax	129.52	113.36	97.18	110.44	109.38	0.00	258.51	120.64	0.00	939.03	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	136.75	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	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	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	300.00	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	1,000.00
Total Income	13,410.52	15,662.92	15,623.82	11,907.48	14,536.44	47,576.01	17,865.09	13,606.73	9,567.64	159,756.65	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	72,566.84	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	20,207.05	500.00
500.120 EXPENSE-Child Care	49.80	0.00	46.00	0.00	138.90	10,586.05	0.00	148.45	412.97	11,383.17	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	249.16	2,000.00
500.140 EXPENSE-Child Welfare	0.00	0.00	0.00	609.99	0.00	12,500.00	0.00	26.88	0.00	13,136.87	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	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	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	18,000.00	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	1,359.45	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	974.58	5,000.00
Total Expense	13,588.72	16,923.09	10,746.79	11,654.60	10,128.74	51,557.04	16,509.90	10,924.53	10,844.80	152,878.21	168,500.00
Net Income	-178.20	-1,260.17	4,877.03	252.88	4,407.70	-3,981.03	1,355.19	2,682.20	-1,277.16	6,878.44	4,999.00

San Juan County
CDHS Allocation and Expenditures report
For State Fiscal Year 2025-26
9/30/2025

FIPS

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Program	Allocation	Expenditures	Remaining	% Remaining	% of Fiscal Year Remaining
CDHS County Admin	83,001	10,752	72,249	87.05%	75.00%
HCPF Regular	26,998	1,720	25,278	93.63%	75.00%
HCPF Enhanced	58,521	6,245	52,277	89.33%	75.00%
APS Admin	30,000	470	29,530	98.43%	75.00%
APS Client	2,000	0	2,000	100.00%	75.00%
Child Care	8,969	1,383	7,586	84.58%	75.00%
Colorado Works	44,697	2,382	42,315	94.67%	75.00%
Child Welfare 80/20	52,431	3,565	48,866	93.20%	75.00%
Child Welfare 100%	4,070	6	4,064	99.85%	75.00%
CORE 80/20	10,351	0	10,351	100.00%	75.00%
CORE 100%	18,869	6,000	12,869	68.20%	75.00%
SEAP	444	0	444	100.00%	75.00%
LEAP L300.5200	1,830	1,732	98	5.38%	0.00%
Total	342,181	34,254	307,927		

MEMORANDUM OF UNDERSTANDING
Between
SAN JUAN COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and San Juan County, Colorado ("San Juan County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and San Juan County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and San Juan County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in San Juan County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of San Juan County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. San Juan County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so San Juan County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2026 for the period of 12 months, ending December 31, 2026.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. San Juan County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including San Juan County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, San Juan County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as San Juan County may request. San Juan County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to San Juan County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2026 – Dec 2026	12
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	12
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	-36
Rate per Report	\$ 32.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2026 – Dec 2026	3
Rate per APS Report	\$ 32.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

6. San Juan County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN San Juan COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and San Juan County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for San Juan County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for San Juan County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of San Juan County. San Juan County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of San Juan County. San Juan County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to San Juan County's Trails Inbox. HCCC will notify San Juan

County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of San Juan County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by San Juan County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify San Juan County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to San Juan County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of San Juan County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the San Juan County main Department of Human Services number. San Juan County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from San Juan County, HCCC will transfer the call to a San Juan County on-call designee. If the San Juan County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. San Juan County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to San Juan County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF San Juan COUNTY:

1. San Juan County will provide an updated list of on-call San Juan County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is San Juan County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. San Juan County will notify the HCCC of any special circumstances where San Juan County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) San Juan County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by San Juan County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. San Juan County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____
 Name: _____
 Title: _____
 Entity: _____

Approving Entities

Signed: _____
 Name: _____
 Title: _____
 Entity: _____

State Confirmation

Date: _____
 Signed: _____
 Name: _____
 Title: _____
 Entity: _____

CDHS Certification of Compliance - Years 2026-2027
County Personnel and Merit System

The county's merit system for personnel administration shall meet the criteria set forth in the Federal Regulations issued by the Office of Personnel Management of the U.S Department of Health and Human Services found at 5 C.F.R Section 900.601. Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., 9 CCR 2502-1 Rule 2.200, and 10 CCR 2505-5 Rule 1.020.4:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

San Juan County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting cycle 2026-2027 and has a personnel system in place to assure continuing compliance for the duration of the reporting cycle. Please note your signature attests that San Juan County has documentation and/or evidence of practice to support the above requirements and can make said evidence available upon request of a state or federal audit. The person signing below is authorized to undertake this certification (either the county board of commissioners or designee).

By:

Signature

Date

Print Name

Title





MEMORANDUM OF UNDERSTANDING

BETWEEN
ENERGY OUTREACH COLORADO
AND

[AGENCY]

This Memorandum of Understanding (MOU) is entered into on the first day of October in 2025 (herein referred to as the "Effective Date") by and between:

Energy Outreach Colorado (herein referred to as "EOC") and

(herein referred to as "the Agency")

to implement Energy Outreach Colorado's Bill Payment Assistance program.

Purpose

To streamline the delivery of Bill Payment Assistance funding to the Agency and enhance participant access to wraparound energy affordability services. The program will be implemented by undertaking the following responsibilities. These responsibilities have been outlined for the Agency and EOC to carry out this proposal based on mutually agreed upon expectations.

EOC's Responsibilities

- Allocate Unrestricted funding to the Agency (if applicable), based upon projected need in the community, agency capacity, and funding availability.
- Provide up to 7.5% of the assistance total to help defray administrative costs of implementing the program.
- Conduct orientation and training for Agency staff on program delivery and best practices.
- Provide EOC collateral as needed, specifically EOC's primary program information brochure, "Do You Need Help?"
- Provide additional follow-up, support, and technical assistance as needed for the Agency's staff and/or volunteers.
- Pay participant applications submitted by Agency staff via the Bill Payment Assistance data platform in a timely manner and resolve any issues with vendors that may arise regarding payments.
- Respond to Agency questions and concerns efficiently and effectively.

- Conduct periodic programmatic audits of and visits to the Agency for the purpose of quality assurance, fiscal responsibility, feedback, and improvement.

The Agency's Responsibilities

- Use funds to supplement and extend existing resources and to only provide Bill Payment Assistance with EOC funds.
- Participate in programmatic audits and visits as requested by EOC.
- Ensure all staff engaged in the administration of the program read, understand, and carry out the program in accordance with Bill Payment Assistance Grant Administration Requirements.
- Input approved participant applications in the Bill Payment Assistance data platform.
 - This includes collecting and reporting all available contact information (phone number and email) for participants.
- Agencies using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by EOC shall acknowledge EOC as a source of funding and include the following statement in all relevant communication material: "Funding for this program is provided by Energy Outreach Colorado."
 - The EOC logo should be prominent in all marketing material and website listings.
 - If, for whatever reason, it does not make sense to adhere to these standards for your communications and marketing, please contact EOC for approval.
- Respond to EOC questions and concerns efficiently and effectively.
- Allow the EOC Board of Directors, Chief Executive Officer (CEO) and any other duly authorized representative, including but not limited to an outside auditor, to have access to all pertinent grantee books, documents, papers, and records at any time during regular business hours. This representative may conduct audits and examinations and receive excerpts and transcripts upon request.
- Permit EOC and/or any duly authorized representatives to conduct an agency site visit at any time during regular business hours, Monday through Friday 8:00am – 5:00pm.
- Submit the text of any proposed publicity concerning this partnership to EOC for review and approval prior to its release.
- Respond to organizational requests for information including surveys, reporting, and data.
- Administer energy assistance based on EOC application requirements for income eligibility, agreeing to not modify the EOC application or add additional eligibility requirements except as allowed by EOC staff.

Eligibility

As an EOC Energy Assistance partner, the Agency certifies the following statements to be true. The Agency:

- Is a nonprofit (501c3) or governmental agency that will provide immediate written notification of any change in the organization's tax-exempt status.
- Is fiscally sound, i.e. able to operate in the absence of EOC funding.
- Has the capacity to provide emergency Bill Payment Assistance services.
- Has an accounting system or fiscal agent who will verify financial documentation required by EOC.
- Has a non-discrimination policy that prohibits unlawful discrimination against program participants or employees on the basis of age, race, sex, religion, national origin, disability,

ancestry, creed, sexual orientation, gender identity, military status, genetic information, or any other status protected by applicable state or local law.

- Has a conflict of interest policy.
- Will not engage in religious proselytizing in the Bill Payment Assistance program funded by EOC.

Data Security and Privacy

“Personal Data” shall mean any information relating to an identified or identifiable individual (such as name, postal address, email address, telephone number, date of birth, Social Security number or its equivalent, driver’s license number, account number, credit or debit card number, personal identification number, persistent online identifier that may be used to identify or contact an individual, health or medical information, or any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, which the Agency or any Third Party acting on behalf of Agency Processes in connection with the Agreement. Nothing in this Agreement shall impose restrictions on Agency’s ability to disclose aggregated data to government or regulatory entities, to the extent required by this Agreement or applicable legal requirements.

The Agency agrees to implement and maintain appropriate safeguards for the protection of participant (Personal Data) and organizational data ("Data") provided by Energy Outreach Colorado (EOC) under this partnership. Specifically:

- **Data Security Measures** - The Agency shall use all reasonable legal, organizational, physical, administrative, and technical measures and security procedures to safeguard the Data and protect it against unauthorized access, disclosure, duplication, use, modification, or loss.
- **Third-Party Disclosure** - The Agency shall not share, transfer, or otherwise disclose any Data to any third party without the prior written consent of EOC.
- **Security Breach Notification** - In the event of an actual or reasonably suspected security breach affecting the Data, the Agency shall notify EOC within forty-eight (48) hours of detection by emailing EOC’s security team at IT@energyoutreach.org.
- **Access Restrictions** - The Agency shall limit access to Data and Confidential Information to only those personnel who have a legitimate need to know the information to perform services under this MOU. All personnel must be made aware of and agree to comply with these confidentiality obligations.

The Agency shall ensure that all systems used to store, process, or transmit Data are maintained with current security protections. All hardware and software systems must have the latest available security patches and updates applied in a timely manner. The Agency shall also implement and maintain appropriate and up-to-date security solutions, including antivirus and malware protection, on all systems that access or handle Data. In addition, the Agency shall routinely monitor its systems for vulnerabilities and address any identified risks in accordance with industry best practices.

Financial Documentation

The Agency agrees to submit the following documentation no later than June 30 on an annual basis. If the following is not provided, the agreement will automatically be nullified.

- **Most recently ended fiscal year audited financial statements.** If the Agency's most recently completed fiscal year audit has not been completed, send the previous year's audit as well as the organization's most recent IRS Form 990. If the Agency does not conduct an audit, submit the Statement of Financial Position, (a.k.a. Balance Sheet) and Statement of Activities, (a.k.a. Income Statement or Profit & Loss) along with IRS Form 990 (if applicable). *Note: Government agencies are exempt from submitting audited financials.*
- **Certification of Financial Soundness Form.** Signed by Executive Director, Chief Financial Officer or Chair, Vice Chair, Secretary, or Treasurer of the Board.
- **Explanation of Financial Position (if applicable).** See Certification of Financial Soundness form for more details.

Funding Distribution

The Bill Payment Assistance program year runs from October 1 through September 30 with administration funds distributed on a quarterly basis in October, January, April, and July. Assistance funds will be distributed in the energy assistance data platform according to the same schedule, based on percentages assigned to the Agency. Agencies may not pre-spend future quarters' allocations. Any funds remaining at the end of the quarter may be carried over to the next quarter, except for the fourth quarter. It is expected that all allocated funds are spent to the best ability of the Agency, however any funds remaining at the end of the fourth quarter will revert to EOC. If at any point, the agency believes any portion of allocated funding cannot be spent, you must inform EOC as soon as possible. All assistance funds to utilities and fuel vendors will be disbursed by EOC on behalf of program participants.

Funding Restrictions

Energy Outreach Colorado funds may not be used for:

- Federal, state, or local electioneering and support of such entities as campaign organizations and political action committees.
- Direct lobbying of the US Congress or state legislatures to influence legislation.
- Grassroots lobbying concerning either federal or state legislation.
- Lobbying of the Executive Branch in connection with decisions to sign or veto enrolled legislation.
- Efforts to utilize state and local officials to lobby Congress or state legislatures.

Indemnity

Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers. The parties intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, immunities, limitations, or protections afforded to them to the extent their actions are performed in the course of their duties pursuant to this Contract, under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as now or hereafter amended or otherwise available at law or equity. EOC shall not be responsible in the event of any dispute between program participants or prospective participants and the Agency.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from EOC and the Agency. This MOU shall become effective upon signature by the authorized officials from the list of people below and will remain in effect until modified or terminated by any one of these people by mutual consent. In the absence of mutual agreement by the authorized officials from EOC & the Agency, this MOU shall end on 9/30/2030 with the future potential of extension. This agreement is contingent upon timely submission and successful review of all financial documentation requested by EOC staff.

Entered into by the following representatives of Energy Outreach Colorado and the Agency.

Jennifer Gremmert	Name:
Chief Executive Officer	Title:
Energy Outreach Colorado	Agency:
Date:	Date:

Contact Information

For additional questions or material requests, please contact the individuals listed below.

Energy Outreach Colorado	
Niki Amon Energy Assistance Program Manager 303 E 17 Ave, Suite 405 Denver, CO 80203 (303) 226-5066 namon@energyoutreach.org	energyassistance@energyoutreach.org

Agency	
Primary Contact	Secondary Contact
Name: Title: Address:	Name: Title: Address:
Phone: Email:	Phone: Email:

MEMORANDUM

November 12, 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 for water storage. The site has an adequate year-round water supply.

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. That property is not currently being used as a vacation rental. The Land Use Regulations would not allow for both properties to have 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. During the winter season parking would occur on US 550. The applicant would plow 2-3 public parking spaces off of US 550 to offset his guest parking. Allowing additional parking on the top of Red Mountain Pass will contribute to the parking issues at that location.

- 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.

The Planning Commission reviewed the Special Use Permit during their regular meeting of October 21, 2025 and recommend to the Board of County Commissioners that the application be conditionally approved with the following conditions:

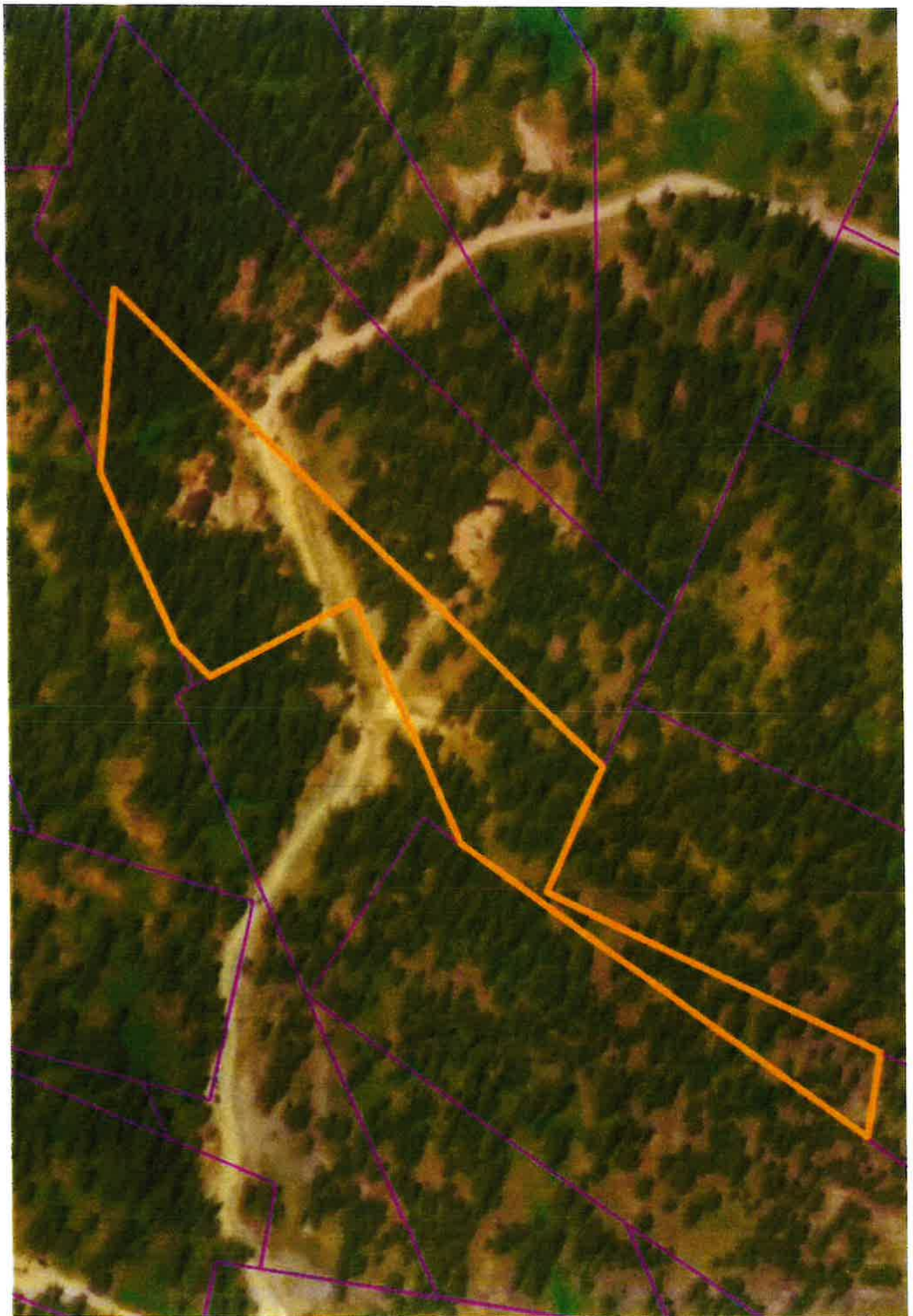
1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. The applicant shall fully and completely comply with, and strictly conform to, all terms, conditions and restrictions contained in the San Juan County Zoning and Land Use Regulation 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 during the summer months. That parking be allowed on US 550 provided that it is done legally and that the applicant provide 2 to 3 additional parking spaces on top of Red Mountain Pass to offset the parking space used by his guests.
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.

The Commissioners may approve, approve with conditions, or deny the application. A decision can be tabled if the Commissioners need additional information. If the Commissioners choose to approve the application staff recommend that they do so with the conditions recommended by the Planning Commission and any additional conditions that the Commissioners deem necessary.

If the Commissioners choose to deny the application they should do so on the grounds that it does not meet the requirements for dedicated off-street parking.





**San Juan Regional
Planning Commission**
SAN JUAN COUNTY TOWN OF SILVERTON
Silverton, Colorado 81433
P.O. Box 223

November 9, 2025

Board of County Commissioners
San Juan County
Silverton, CO 81433

Members of the Commission:

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 CR 14.

At the regular meeting of the San Juan Regional Planning Commission on October 21, 2025, members of that Commission held a meeting to discuss the submission of a vacation rental special use permit application from Darwin Flaugh, owner of the property. After presentations from William Tookey, Land Use Administrator, and the background of the project for the Commission members, with input from the owner, they discussed the twelve conditions that were included with the application.

The Commission members made a motion to recommend to the San Juan County Commissioners that the application for the Vacation Rental Special Use Permit be approved as submitted with the twelve conditions. A roll call vote was called. The motion passed six to one.

Thank you for considering this recommendation.

Sincerely,
The Planning Commission Members and
James Weller, Chairman

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 manageing 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, 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 447, Anthony, Colorado 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 #0um85002310.

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

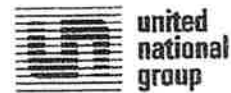


COMMERCIAL INSURANCE POLICY



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.

POLICY NUMBER: 12PRM144348-01
EFFECTIVE DATE: 4/9/2025 12:01AM

ILS 0001 05 13

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

Taxing Authority		Mill Levy	Amount
101	County	18.541600	585.10
101	SCHOOL DISTRICT #1	16.503000	521.83
101	SOUTHWEST WATER CONS	2.357100	74.93

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

Subscription

My Starlink Service

Starlink

My Starlink

My Starlink Account

My Starlink Account

My Starlink Account

My Starlink Account

473 County Rd 10, Silverton, CO 81433, USA



SAN JUAN BASIN
public health

Permit # 053-9
Year 2017

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

Owner: Darwin Flaugh Phone: 970-759-8377
Site address: Wilcox CR 14 Mining Placem. Silver Lake, CO
Assessor's parcel # 47770140040014 Subdivision: 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 Flaugh
Owner's mailing address: PO 2026 Pagosa Springs CO 81147
Owner's email address: darman800@yahoo.com

[DEPARTMENT USE ONLY]

Permit fee: \$ 1023 Payment type: CR Rec'd by: AM Date: 3/31/17
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 in place Design flow: 450 (gal/day) Distribution: Gravity or Pressure siphon pump
Soil treatment area: 376 sq. feet 4 beds (separated basins) Elevation 65 ft over 12 inches (33 sand)

Design Specifications and Comments:

This design meets the requirements of 2013 Colorado Regulation 43 and proposed 2015 San Juan Basin Public Health. See attached approval memo. No revision string calculations attached.

INSTALLATION REQUIREMENTS:

12 inches of ASTM C33, stock placed in excavator below bottom of Elevation 65 ft.
Distribution box(es) to contain ball valves for equalized pressure distribution relative to size of each bed.
Construction inspection and wet test by SJBP prior to backfill.

MAINTENANCE REQUIREMENTS:

Follow state and local requirements for operating and maintenance of higher-level treatment systems.
Provide maintenance contract and records for SJBP activities.
Contractor inspection and wet test by 3/21/17. Equal distribution of flow to be demonstrated. Inspection for approved specifications and parts. All parts to be disconnected from the system. No parts to be connected to the system. Gate valves in pipe valve box and pipe may be closed. No new to be connected to the system. No new to be connected to the system.
Final grade inspection 3/24. Final SW diversion complete. Cap needed for inspection ports. Contractor photos show pipes properly routed & disconnected from inspection ports.

Authorization to begin Construction

Permit must be signed by EHS OFFICE before construction begins

[Signature] 3/11/17
Environmental Health Specialist Date

Final Inspection

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

[Signature] 4/7/17
Environmental Health Specialist Date

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

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](#)

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Back

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.

SAN JUAN COUNTY AVALANCHE SAFETY PROTOCOL FOR COUNTY ROAD 110

It shall be the sole authority of San Juan County to close or open County Road 110 and to authorize any avalanche control work deemed necessary on County Road 110. Where possible, San Juan County will attempt to follow the procedures spelled out in this Protocol, provided however that the San Juan County Road Supervisor shall have authority to deviate from these procedures whenever, in his discretion, variance from them would be prudent for any reason, including but not limited to preservation of public safety, preservation of the safety of County personnel and equipment, the unavailability of adequate resources to permit compliance, etc.

1. The Colorado Avalanche Information Center (CAIC) will be requested to provide to the San Juan County Road Supervisor via fax and email all applicable avalanche forecasts and updates.
2. CAIC also will be requested to provide to the San Juan County Road Supervisor recommendations for road closures and avalanche mitigation.

ROAD CLOSURE

3. Upon determination by the San Juan County Road and Bridge Supervisor or his designated representative to close County Road 110 the San Juan County Sheriff's Office will be notified of the road closure.
4. The Sheriff's Office and Dispatch will have a list of affected persons to notify when CR 110 is closed or opened. The list shall include but not be limited to the following:
 - a. Core Mountain (Aaron Brill)
 - b. Gladstone Mining Interests (Steve Fearn)
 - c. CAIC
 - d. Bureau of Land Management Snow Ranger (Denny Hogan)
 - e. Residents Living Along CR 110 who would be affected by the road closure.

It is the sole responsibility of those affected persons to provide a single phone number on which they wish to receive notification. It is also understood that notification will occur as, and is subject to, priorities and workload of the San Juan County Sheriff's Office and Dispatch allows.

5. The San Juan County Road Department and/or the San Juan County Sheriff's office will close and then provide a sweep of the CR 110 to the extent that a sweep may be safely conducted with available resources.

AVALANCHE MITIGATION

6. The San Juan County Road Supervisor or his designated representative should consult with the CAIC and Core Mountain Enterprises avalanche forecasters to assist in his determination of an appropriate mitigation plan.
7. All avalanche control work should be recorded in a log book including all actions taken and results obtained.
8. All avalanche control work and results should be reported to CAIC including all work performed for San Juan County by any contractor or by Core Mountain Enterprises and CDOT. Core Mountain shall log and report to the San Juan County Road Department and to CAIC any avalanche work performed by or for it and the results obtained.

ROAD OPENING

9. The San Juan County Road Supervisor or designated representative should consult with and/or review the avalanche forecasts provided by CAIC and Core Mountain, evaluate the effectiveness of any control work, the weather and the current avalanche danger for CR 110 prior to reopening the road.
10. Upon determination by the San Juan County Road Supervisor or designated representative to open CR 110 the San Juan County Sheriff's Office should be notified of the reopening.
11. The Sheriff's Office or Dispatch should notify by phone the affected parties as listed above. Notification should occur as priorities and workload of the Sheriff's Office or Dispatch allows.
12. San Juan County and the San Juan County Sheriff's Office shall have no liability or responsibility for injuries arising out of such notification or the failure to give such notification. Nothing contained in this Protocol shall be interpreted as a waiver of governmental immunity, it being the intention of this Protocol to preserve immunity of San Juan County, the San Juan County Sheriff's Office, and all employees and contractors of San Juan County to the maximum extent permitted by law.

This Protocol will be used in conjunction with the **SOLRC/ San Juan County Cooperative Avalanche Reduction Plan for San Juan County Roads 110 and 52**. To the extent that any procedures provided herein vary from the provisions of the Cooperative Avalanche Reduction Plan, this Protocol shall amend and modify the procedures governing County activity under the Plan.

CORE MOUNTAIN ENTERPRISES LLC

P.O. Box 856 Silverton, CO 81433 ph: 970-387-5706 web: www.silvertonmountain.com

SOLRC/ San Juan County Cooperative Avalanche Reduction Plan for San Juan County Roads 110 and 52

10/30/03

Background

This SOLRC/San Juan County Cooperative Avalanche Reduction Plan for San Juan County Roads 110 and 52 (the "Cooperative Plan") is tendered as a result of meetings and discussions between San Juan County (the "County") and Core Mountain Enterprises, LLC ("CME") regarding avalanche issues and public safety and welfare in the vicinity of San Juan County Roads 110 and 52.

Core Mountain Enterprises LLC (CME) has conducted avalanche reduction work for a portion of San Juan County Roads 110 and 52 (jointly, County Roads 110 and 52") since 2000. Prior to CME obtaining Silverton Outdoor Learning and Recreation Center ("SOLRC") PUD approval from the San Juan County Commissioners in 2000, CME had been working in conjunction with the San Juan County Sheriff, the BLM, and CDOT to conduct avalanche reduction work above San Juan County Roads 110 and 52.

This Cooperative Plan benefits San Juan County, and the public at large utilizing County Roads 110 and 52, whether or not they are visitors to the Silverton Mountain Ski Area ("Silverton Mountain" or the "Ski Area").

Purpose

The purpose of the SOLRC/ San Juan County Cooperative Avalanche Reduction Plan is to try and reduce some of the hazard from existing avalanche paths. The Plan contemplates two distinct geographic areas in which avalanche reduction work may affect County Roads 110 and 52. In each of these two geographic areas, however, avalanche reduction work serves the purpose of promoting public safety.

Through a variety of methods, the frequency of large-scale avalanches can sometimes be reduced. However nature cannot be controlled and the threat of death and injury is always prevalent in avalanche terrain. In no event, does SOLRC accept liability or responsibility for naturally-occurring avalanches anywhere. The SOLRC/ San Juan County Cooperative Avalanche Reduction Plan efforts have limitations, and are not to be construed as any warranty, express or implied, of safety from the threat of avalanches.

SOLRC has conducted Snow and Avalanche Studies in areas above San Juan County Roads 110 and 52 for the last four consecutive years. The SOLRC Snow and Avalanche Studies are entering the fifth year. The Cooperative Plan involves private and federal Public Land regardless of ownership, because avalanches do not stop at property boundaries.

The Cooperative Plan may be amended or changed as needed. .

Equipment

SOLRC possesses the necessary knowledge, experience, and avalanche reduction equipment for successful implementation of the SOLRC/ San Juan County Cooperative Avalanche Reduction Plan. SOLRC has the required state and federal permits for use and storage of high explosives and trained staff that knows how to deploy them. SOLRC has 2 mobile avalaunchers and one fixed avalauncher, and numerous other methods of avalanche reduction available for use under the SOLRC/ San Juan County Cooperative Avalanche Reduction Plan. The cooperative acquisition of military artillery by SOLRC/ San Juan County would further the effectiveness of the SOLRC/ San Juan County Cooperative Avalanche Reduction Plan in the future, but nothing contained herein shall obligate such acquisition.

CDOT

The Colorado Department of Transportation issued SOLRC permits to conduct avalanche reduction activities above and on State Highway 110A while it was a state highway (prior to becoming San Juan County Road 110). The CDOT permit allowed closures of the road, explosives to be detonated above the road, and explosives to be deployed from the road itself. San Juan County has a copy of the CDOT permits. The CDOT permit was reviewed by the Colorado Attorney General's office prior to issuance.

Personnel

SOLRC employs professional mountain guides and snow safety team members (which serve as ski patrol) each winter.

Guides

All guides and patrollers carry rescue packs and radios. In these packs are avalanche rescue shovels, probe poles, first aid, emergency food, water, sun block, bailing wire, and pocket tools. Some guides may serve as patrollers and patrollers as guides. A patroller generally does not ski with clients, whereas guides do.

All lead guides have familiarity with the Continental snowpack, Avalanche Level 2 training or above, and a minimum of First Aid/CPR training. All blasters in charge and blasters in training follow Colorado Division of Oil and Public Safety standards and guidelines, including 4 hour annual refresher training. All lead guides will be experienced, and have attended SOLRC training.

Volunteer Program

SOLRC has been continually training guides and patrollers. The volunteer guide/patroller training program will continue providing for additional available trained personnel in the future.

Snow Safety Team

There are 4 professional snow safety team members that serve as the SOLRC ski patrol. The snow safety team members have at a minimum 3 years experience are well versed in dealing with the

Continental snowpack, have Avalanche Level 2 training or above, and a minimum of First Aid/CPR.

Snow Safety

Snow safety assessments are made by our snow safety team headed by Snow Safety Director Pat Ahern. The highest priority for planning and execution is given to snow safety. SOLRC staff guide and patrol meetings will continue to occur to discuss snow safety issues.

Road Closures

The ultimate authority for closures of San Juan County Roads 110 and 52, is San Juan County and its officers. By resolution, the Board of County Commissioners has delegated to SOLRC the authority to close County Roads 110 and 52 when SOLRC is performing avalanche reduction work. The Board of County Commissioners may delegate to others similar authority if appropriate.

San Juan County Roads 110 and 52 will be closed as needed for avalanche reduction work. Any avalanche reduction work which may affect County Roads 110 or 52 will be performed in accordance with the following protocols:

A portion of County Road 110 ("CR 110") extends from the Town of Silverton north to the southern end of the Billboard Avalanche Path, which is located roughly at the southern end of Silverton Mountain's boundary. For the purposes of this Cooperative Plan, this portion of CR 110 shall hereinafter be defined as the Southern Zone. The Southern Zone contains numerous avalanche paths which may affect the safety of the public traveling on CR 110.

CR 110 from the southern boundary of Silverton Mountain, and all of County Road 52 ("CR 52") (jointly, the "Northern Zone") also contain numerous avalanche paths which may affect the public, both visitors to Silverton Mountain as well as the public-at-large.

Southern Zone

In the Southern Zone, the determination of whether to perform avalanche reduction work shall be made by the County Road Supervisor. All avalanche reduction work in the Southern Zone shall be subject to his direction and control. Cleanup following any such avalanche reduction work in the Southern Zone performed by or for the County shall be the responsibility of the County as a component of the County's regular snow removal efforts. Cleanup in the Southern Zone for avalanche reduction work not expressly ordered by the County but otherwise permitted by this plan or other County action shall be the responsibility of the entity performing the work.

Northern Zone

In the Northern Zone, the determination of whether to perform avalanche reduction work may be made by SOLRC during times when SOLRC is open to the public for skiing. Notwithstanding the foregoing, the San Juan County Road Supervisor may (but shall not be required to) conduct, or direct the conduct of, avalanche reduction work affecting the County Roads in the Northern Zone. When SOLRC is performing avalanche reduction work in the Northern Zone, the SOLRC Snow Safety Director is in charge of determining what type of road closure is needed, if any, during SOLRC

avalanche reduction work. Notwithstanding the foregoing, the County may, in its sole discretion, perform cleanup of avalanches on any County road at any time.

Copper Mountain, Arapahoe Basin, Aspen Highlands and SOLRC are four ski areas in Colorado that conduct avalanche reduction work above public roads while closing the road only on an as needed basis. Meaning, that roads in avalanche runout zones are open to the public while avalanche reduction work is taking place many times above them. The determination of these important avalanche forecasts are left to the Snow Safety Directors of Copper Mountain, Arapahoe Basin, Aspen Highlands, and SOLRC.

When a road closure is needed for avalanche reduction work in the Northern Zone, SOLRC will contact the San Juan County Road Supervisor, the San Juan County Sheriff and the BLM Snow Ranger. If SOLRC recommends that the County undertake avalanche reduction work in the Southern Zone, SOLRC will contact the San Juan County Road Supervisor and recommend avalanche reduction work for the Southern Zone. Closures proceed with a sweep and clearing of the roadway for safety reasons. Full gate closures will have a barricade blocking the roadway and a road-closed sign posted. Spot closures will be signed with 'Road Closed' signs and a vehicle blocking the roadway on both sides of the closure. The vehicle will be manned with a flagger possessing a hand held 'STOP' sign on both sides of the closures. The spot closures will take place at the same mile marker locations as previously approved by CDOT unless directed differently by the San Juan County Road Supervisor. Except as otherwise provided herein, any entity conducting avalanche control work shall be responsible for implementing all road closure procedures with regard to avalanche reduction work undertaken by it except that the County shall be responsible for implementing them with regard to all avalanche reduction work ordered by it or performed at its express request.

If persons or vehicles are located within a portion of the roadways, mountainsides, or within structures located in avalanche paths that are to be temporarily closed to public access during avalanche reduction work, those persons will be advised by the entity responsible for implementing road closure procedures as provided above of the intent to proceed with avalanche reduction and of the potential danger of remaining in the closed area. Prior to SOLRC road closures of San Juan County 110 and/ or 52, SOLRC shall attempt to notify the occupants or operators, if any, of all residences and of all actually operating businesses, mines, or mills which may, in SOLRC's reasonable judgment, be affected by the closure. SOLRC shall maintain a current contact list of all such persons and entities and shall provide the County updated copies thereof whenever changes occur. Initially, the contact list shall include the occupants or operators of the Legge's residence, the Sunnyside Mine, the Biz Williams residence, and Silver Wing Mining (Steve Fearn). The Cooperative Plan benefits the residents of San Juan County and the public at large, and timely implementation and execution of the Cooperative Plan is essential to the success and realization of the plan's benefits to San Juan County and the public at large.

This Plan contemplates that the County may contract with CDOT or other qualified contractors to perform any avalanche reduction work. If no other agreement is entered into between the County and any contractor for such work, the County will reimburse the contractor for the cost of any explosives used in such avalanche reduction work for the County. Such reimbursement will occur only for avalanche work performed at the County's express order. In recognition of the public benefit which may result from avalanche control work, any contractor performing avalanche reduction work that may benefit users of County Road 110 shall be entitled to the benefits of the County's sovereign immunity in any action resulting from such work. Nothing contained in this Cooperative Plan shall be deemed to

be a waiver of sovereign immunity by the County for any purpose or in any proceeding nor shall anything contained herein be deemed to require the County to perform Access Road Control Work or to expend any funds.

In the event the County does not perform avalanche reduction work in the Southern Zone but SOLRC deems it advisable to perform such work, SOLRC may be authorized by the County Road Supervisor to do such work at SOLRC's own expense and, when doing so, to have the full benefit of any sovereign immunity which may apply to it as the County's contractor.

Forecasting and Weather Data

SOLRC employs experienced professional ski area avalanche forecasters that will work in cooperation with the San Juan County Road Supervisor and any additional professional avalanche forecasters working with the San Juan County Road Supervisor and San Juan County. SOLRC is not responsible for any avalanche forecasting for San Juan County Roads 110 and 52 under the SOLRC/ San Juan County Cooperative Avalanche Reduction Plan or any other plan. SOLRC conducts avalanche forecasting within the SOLRC ski area boundary for the safety of SOLRC skiers only.

When SOLRC is open to the public for skiing, daily SOLRC avalanche forecasting operations start by obtaining weather data from remote weather stations that give the wind speed, direction, temperatures, and other pertinent information. With this information along with past events, daily observations and daily updates from the Colorado Avalanche Information Center, the Snow Safety Director starts to formulate the daily avalanche forecast and plans for the snow safety teams.

To continually update the SOLRC Avalanche Atlas (which includes the San Juan County and CDOT Avalanche Atlas'), terrain features are examined in terms of aspect, exposure, inclination, vertical fall and history of activity. Forecasts are confirmed by evaluations of daily weather, stability tests and observations. Each day is different and the need for avalanche reduction work is determined through constant monitoring of the snow pack.

Compaction Program

Explosives testing is only one of many factors that are included in SOLRC avalanche reduction work. Affecting the early season snow pack is a very helpful tool for avalanche reduction in the continental climate. Snow strength is gained through compaction of the snow. Boot and ski packing are very effective methods to gain snow compaction and strength. Snow compaction is the most cost effective method of avalanche reduction available under the SOLRC/ San Juan County Cooperative Avalanche Reduction Plan. Although the SOLRC compaction program cannot cover all areas, repeated efforts of ski compaction can many times reduce avalanche hazards at very little cost.

The starting zones of some avalanches can be packed even with a limited staff. The volunteer ski patrol program and Directed Skiing Program are valuable assets during these snow-packing sessions. As winter storms come and go, the Snow Safety Director evaluates the snow pack as for the need of more packing. The SOLRC Snow Safety Director prioritizes the areas for snow packing. Throughout the compaction phase SOLRC continually evaluates the snow pack to make determinations for what kind of control work would be needed, if any.

Directed Skiing Program

Directed skiing involves the skiing and snowboarding of specific areas of avalanche paths under certain conditions. The goal is to affect and compact the snow, in an effort to reduce the avalanche hazard in those areas. Although technically a part of the Compaction Program, the Compaction Program focuses on preventing deep instability from forming in the lower layers of the snowpack, whereas the Directed Skiing Program's focus is to continually maintain the upper layers of the snowpack. Directed skiing has been one of the most effective methods of avalanche reduction work by SOLRC. The effects of the Directed Skiing Program are entirely related to the amount of directed skiers in the program. Generally, the more skiers that can be directed to ski the specific areas within the avalanche paths, the less frequently the avalanche paths should run.

Explosives

Methodical and proactive avalanche reduction methods are used by SOLRC. The use of explosives is critical to an effective avalanche reduction program. Gel, cast, emulsion boosters and anfo will be used. These explosive charges are usually in the 2- 5 pound range.

At times a larger charge from 10 lbs to 50 lbs is needed. These usually consist of a boosted anfo shot and can initiate substantially larger pressures on the snow pack. These large charges are a good way to sometimes release more stubborn areas of unstable snow.

Cost Effectiveness

Hand tossed charges are a commonly used method of explosive use. The hand charges are usually deployed by SOLRC personnel on over the snow apparatus. There will be three avalaunchers available for use this season by SOLRC. The use of the SOLRC avalaunchers are generally for areas that take a long time to travel to or cannot be accessed safely on the snow. Use of artillery can be much more effective than use of avalaunchers. The artillery generally contains more explosives per round and are substantially cheaper than avalauncher rounds. Aerial deployment by explosive tramways are a good option in some areas of concern, but are fixed to a single location which limits the versatility. Helicopter deployment can be very effective when the weather is good, but is by far the most costly of all options.

The avalanche reduction methods utilized under the SOLRC/ San Juan County Cooperative Avalanche Reduction Plan should be those that are the most cost effective. The avalanche reduction methods below are listed in order of cost effectiveness (note each method has constraints and limitations):

- Repeated Compaction Programs
- Directed Skiing Programs
- Hand Tossed Explosives Deployment

- Artillery Deployment
- Avalauncher Deployment
- Helicopter Deployment

Records:

All explosives use and results are documented in logbooks and follow Colorado Division of Oil and Public Safety Standards.

Communications

A constant dialog is maintained between the patrol/guides and the Snow Safety Director about the snow pack conditions. Changes noted during the day are shared via radio. A consistent and methodical approach is generally the safest approach. Proper protocol and procedure are shown to the staff by management in training sessions, and are monitored by senior staff throughout the season. By following the prescribed safety measures on a daily basis by all personnel, the residents of San Juan County, the public at large, SOLRC staff, and clients involved in the Directed Skiing Program stay in the safest position they can be.

Radios

Handheld UHF radio contact will continue to be maintained by all of the guides/patrollers. Phone access is available at the base area, the Sunnyside Mine, and via SOLRC satellite phone. A mountain top radio repeater is currently located near the top of the SOLRC lift. Use of a San Juan County radio frequency would be beneficial for contacting the San Juan County Road Supervisor if needed during avalanche reduction work.

Accident Response Procedures and Equipment

The SOLRC ski patrol/ guides will continue to handle on mountain injuries of SOLRC staff and clients. There are mountain operations buildings housing ski patrol services at both the top and bottom of the lift with additional rescue supplies on hand. Three rescue ski toboggans will be positioned on the mountain for evacuation needs. Backboards and additional medical supplies are located in each toboggan. Oxygen is located at the top and bottom patrol stations. Incidents or injuries on the Roadway of 110 or 52 will be coordinated with the San Juan County Sheriff, San Juan County Road Supervisor, and San Juan County EMS as needed.

The SOLRC snow machine will be placed at a location to assist in travel of SOLRC rescue personnel in case of an emergency. A snowcat is available at times through the Silverton Snowmobile Club. LifeFlight helicopter or Silverton Ambulance can assist in any life or limb threatening injury and GPS coordinates for landing zones are posted at the SOLRC base area. Transport to Durango, Montrose or Grand Junction hospitals will be assessed by our staff prior to transport as needed.

Base Camp and Facilities

At the SOLRC base facility is a Weatherport arch style building and a ski patrol building. The base area contains telephone, electricity, water, food, heat, first aid, and emergency overnight supplies. Toilet facilities are currently at the base area, and have capacity for over 475 people per day. The large holding tank will be pumped as needed for waste removal.

Avalanche Rescue

Additional safety personnel are located at the top lift station when the mountain is open to the public. All guides, ski patrol, and clients involved in the Directed Skiing Programs carry avalanche rescue equipment. Comprehensive avalanche rescue hasty packs are located at the top of the lift.

SOLRC shall notify the San Juan County Road Supervisor, San Juan County Sheriff, and BLM Snow Ranger of any accidents involving San Juan County Roads 110 and 52 which result in loss of consciousness, requiring professional medical treatment or search and rescue, or property damage in excess of \$500, and shall submit a detailed written report to the parties listed above within 48 hours from the date of the accident. A verbal report via telephone or telephone message shall be reported to the San Juan County Road Supervisor, San Juan County Sheriff, and BLM Snow Ranger within 24 hours.

Insurance

SOLRC carries commercial liability insurance and has listed San Juan County as an additional insured for up to \$2,000,000 on the policy. San Juan County will be notified in writing in the event of a policy cancellation or lapse in coverage by the insurance company. Attached is such certificate.

Nothing contained in this Plan shall obligate San Juan County to perform, or except as expressly provided herein to authorize others to perform, any avalanche reduction work on any County Road or to keep any road open at any time nor shall anything contained herein preclude San Juan County from closing any County Road for any lawful reason. Nothing contained in this Plan shall obligate the County to budget the expenditure of public funds, or if budgeted, to expend any funds on avalanche reduction work. Nothing contained herein shall be deemed to impose on the County any multiple year fiscal obligation of any type or sort whatsoever.

SOLRC and the County shall each have the right to terminate its participation in this Cooperative Plan at any time on sixty days prior notice to the other of intent to do so.

SOLRC contact persons:

Aaron Brill ph/fax 970-387-5706
Manager cell 970-759-5878

Pat Ahern ph/fax 970-387-5706
Snow Safety Director

SILVERTON - SAN JUAN



PO 532, Silverton, CO
81433

(970) 946-6085

Email: office@silvertonfirerescue.org

November 10, 2025

San Juan County Board of County Commissioners

Our department was asked to provide an update of our efforts in expanding our wildland fire division. We will make a presentation at your meeting November 12.

A summary of our presentation includes a request for matching funds to purchase a Type 6 wildland engine. We have located an engine priced at \$80,000 that we believe will serve us well. We have been awarded \$20,000 by El Pomar Foundation and our board of directors has allotted \$20,000 from our escrow fund. We will ask for \$40,000 to match these funds to purchase the engine.

The plans for upgrading our program from its current level remain very much the same as our request of last year. The funding necessary to initiate the upgraded program to include administration, equipment, etc. is \$45,000. You allocated \$15,000 to the department for PPE this year which we would like to use to reduce this cost, leaving a shortfall of \$30,000. Once funding is acquired we will be able to purchase the necessary gear and be able to offer and receive commitments to and from firefighters who would be deployed by our department.

I look forward to the meeting on Wednesday.

Clark Damron, Secretary

AGREEMENT

This agreement is made and entered into _____ this day of _____ by and between the Board of County Commissioners of San Juan County, a body corporate and politic (hereinafter County), and Blown Away Snow Removal (hereinafter the Contractor)

WHEREAS, the County desires to contract with a private firm for the removal of snow from a portion of County Road #1 (Lime Creek Road) for the winters of 2025-2026, 2026-2027 and 2027-2028.

WHEREAS, the Contractor submitted the low bid for such snow removal services, taking all factors into consideration, and;

WHEREAS, the bid was determined to be acceptable by the County and was approved at its regularly scheduled meeting on _____, 2025.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Contractor shall be solely responsible for removal of snow from the roadway of County Road #1 from the southern terminus of such roadway at its intersection with U.S. Highway 550 for a distance of 1.1 miles along such roadway in an easterly and northerly direction toward, and into, Know Your Neighbor subdivision.
2. Contractor shall use such methods as are customary in San Juan County to remove snow from the roadway. Contractor take all steps reasonably necessary to avoid damage to the County Road resulting from Contractor's snow removal operations. Contractor shall be responsible for the repair of any damage caused to the County Road, including culverts and other appurtenances, by Contractor's snow removal operations.
3. The term of this contract shall be from November 15, 2025 until April 15, 2026 and November 15, 2026 to April 15, 2027 and November 15th, 2027 to April 15th, 2028.
4. Contractor shall commence snow removal whenever necessary to maintain the road in a safe and passable condition but in any event whenever six (6) inches or more of snow has accumulated from any one storm or succession of storms and thereafter shall plow whenever necessary to maintain the road in a safe and passable condition.
5. In the event that snow accumulates upon the roadway such that Contractor must proceed, snow removal operations will begin not later than 8 hours after such accumulation has occurred, unless hazardous conditions exist which makes such work unsafe or unfeasible.
6. Contractor will be under no obligation to perform work under this agreement if the total accumulation of snowfall is less than six (6) inches, provided that the road is in a safe and passable condition.
7. Contractor will log time and report the hours spent plowing on a monthly basis to the San Juan County Board of Commissioners.
8. The County agrees to pay the Contractor \$ _____ per month. The County shall pay the Contractor for services on a monthly basis according to invoices submitted by Contractor detailing the dates and number of hours worked.

9. This agreement may be terminated by either party hereto upon fifteen (15) days with written notice to the other party.
10. Contractor agrees to carry liability, casualty, and property damage insurance to cover snow removal operations during term of this agreement. Such insurance will name the County as co-insured and will have coverage limits of not less than the limits of liability under the Colorado Governmental Immunity Act (presently, \$387,500 per person and \$1,093,000 per occurrence involving more than one person). Property damage coverage of not less than \$50,000.00 is also required. Contractor's insurance policy shall contain a provision requiring notice to the County at least thirty days before cancellation of the policy for any reason. Proof of insurance shall be provided to the County prior to execution of this Agreement.
11. Contractor agrees that all equipment used for snow removal will be properly licensed/or registered according to the laws of San Juan County and the State of Colorado.
12. Contractor agrees to indemnify and hold blameless the County from any claim, loss or damage which County might sustain as the result of Contractor's breach of the terms of this Agreement, or as the result of negligence, misconduct, of activities of the Contractor, it's agent, employees or persons acting on it's behalf, in performing work or services under this Agreement:
13. This Agreement shall be binding upon, and unsure to the benefit, of, heirs, personal representatives, or successors of the parties hereto. This Agreement is personal to Contractor and may not be assigned or Contractor's rights hereunder transferred without County's prior written consent.

CONTRACTOR:

COUNTY:

Austin Lashley, Chairman
San Juan County Commissioner's

ATTEST:

Ladonna Jarmillio, Clerk & Recorder
San Juan County

Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as "Jurisdiction")

of San Juan County appoints

(Name) William A. Tookey (Title) County Administrator, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of San Juan	Date November 12, 2025
Jurisdiction Mailing Address PO Box 466	Appointee Phone Number 9703875766
Appointee Name** William A. Tookey	Title County Administrator
Appointee Signature	Appointee Email ***
Name of Chief Administrative Officer or Designee* Austin Lashley	Title Chairman
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email commissioner.lashley@sanjuancolorado.us
Department of Revenue Approval	
By	Title Deputy Executive Director

* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

** I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

*** Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

Memorandum of Understanding for Control of Confidential Data for State Retail Marijuana Sales Tax

Pursuant to §39-28.8-203 (1)(a)(IV) and §39-21-113 (4), C.R.S., each local government upon request and for the purpose of obtaining from the Colorado Department of Revenue (Department) confidential information concerning state retail marijuana sales taxes distributed to the local government by the Department, the local government of (municipality or county name) San Juan

Appoints (Name) William A. Tookey (Title) County Administrator

an employee of the local government, to receive this confidential information. The appointee, on behalf of the local government and on his or her own behalf, hereby agrees as follows:

A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and distribution of the state retail marijuana retail sales tax distribution to the undersigned local government of the State of Colorado.
5. To NOT divulge or make known in any way, including but not limited to, publications such as budget documents or annual reports, any information which identifies or permits the identification of the amount of sales taxes collected or paid by an individual licensed vendor.
6. To keep confidential the local government's account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
7. To keep confidential the monthly report Web site address and the Department's local government support email address.
8. To allow the Department to review the adequacy of the safeguard measures established hereunder.
9. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information and/or may impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

B Maintaining Accurate Records:

1. The local government shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The local government shall contact said retailers who are not correctly identified in Department reports to determine whether such retailers should be included or excluded on monthly reports.
3. The local government shall timely notify the Department of corrected information or unresolved issues concerning said retailers.

Local Government	<u>San Juan County</u>	Date	<u>November 12, 2025</u>
Local Government Mailing Address	<u>PO Box 466, Silverton, CO 81433</u>	Appointee Phone Number	<u>970-387-5766</u>
Appointee Name**	<u>William A. Tookey</u>	Title	<u>County Administrator</u>
Appointee Signature		Appointee Email***	<u>admin@sanjuancolorado.us</u>
Name of Chief Administrative Officer or Designee*	<u>Austin Lashley</u>	Title	<u>Chairman</u>
Chief Administrative Officer or Designee Signature		Chief Administrative Officer or Designee Email	<u>commissioner.lashley@sanjuancolorado.us</u>
Department of Revenue Approval			
By		Title	<u>Deputy Executive Director</u>

* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the local government. The person signing should be someone other than the appointee.

** I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

*** Notification of matters related to the State Retail Marijuana Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

**INTERGOVERNMENTAL AGREEMENT CONCERNING
THE MANAGEMENT OF ALPINELOOP.INFO**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the date of the last party to sign below, and is by and between the Board of County Commissioners of Ouray County, Colorado (hereinafter “Ouray County”), the Board of County Commissioners of Hinsdale County, Colorado (hereinafter “Hinsdale County”), the Board of County Commissioners of San Miguel County, Colorado (hereinafter “San Miguel County”), and the Board of County Commissioners of San Juan County, Colorado (hereinafter “San Juan County”). The aforementioned counties may be referred to herein collectively as the “Counties”, or “Parties” or individually as a “County” or “Party”).

RECITALS

WHEREAS, the Counties have the authority to act cooperatively and enter into this IGA pursuant to C.R.S. § 29-1-201, et seq.; and

WHEREAS, the Alpine Loop Backcountry Byway (“Alpine Loop”) is located within the Counties’ boundaries is under the shared jurisdiction of the Counties along with the United States Forest Service (“USFS”) and Bureau of Land Management (“BLM”); and

WHEREAS, the Counties formed the High Alpine Loop Working Group, to work collaboratively to create uniform Off Highway Vehicle Rules and Regulations (“OHV Rules”) and discuss other management options to protect the health, safety and welfare of citizens and visitors and for the protection of natural resources; and

WHEREAS, the High Alpine Loop is recognized as a economic driver and a fragile high alpine ecosystem in need of proactive and coordinated management between the Counties and Federal and State agencies; and

WHEREAS, the Counties, along with marketing representatives or public information officers from each jurisdiction determined that a single point of information was needed for residents and visitors to access current information for the High Alpine Loop region; and

WHEREAS, AlpineLoop.Info has been created to host a map, Federal, state and local OHV rules and regulations, emergency information and other educational information; and

WHEREAS, the Counties desire to continue to ensure the ongoing maintenance and funding for AlpineLoop.Info and participate in the High Alpine Loop Working Group; and

WHEREAS, AlpineLoop.Info and ongoing cross jurisdictional coordination is needed to ensure the public health and safety of residents and visitors as well as the responsible promotion of travel on our shared High Alpine Loop roads and trails.

NOW, THEREFORE, in consideration of the recitals above and the commitments contained herein below, the Counties state and agree as follows:

1. Each county agrees to commit \$175 annually to the website hosting, annual domain cost of AlpineLoop.Info and up to 5 hours of Wildpeak Creative website updates per year.
2. If annual updates exceed 5 hours per year, the Alpine Loop working group will discuss costs prior to work being completed.
3. Each county agrees to assign the appropriate staff to provide updates in a timely manner to Wildpeak Creative (kate@wildpeak.co), including updates to local rules and regulations, emergency information, road condition and closure reports, etc.
4. Each county agrees to link AlpineLoop.Info on all relevant social media reports, press releases and county websites.
5. Hinsdale County is identified as the Fiscal Agent for AlpineLoop.Info.

Duration & Termination. This IGA shall remain in effect until December 31, 2028. Any County may terminate its participation in this IGA by providing 60 days written notice to the other Counties.

Notices. Any notices or communication required or permitted under this IGA shall be given in writing and sent by personal service (including express or courier service), electronic communication, whether by facsimile or email, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Hinsdale County: Hinsdale County P.O. Box 277, Lake City, CO 81235
administrator@hinsdalecountycolorado.us

If to Ouray County: Ouray County, P.O. Box C, Ouray, CO 81427
krhoades@ourayco.gov

If to San Miguel County: San Miguel County, PO Box 1170, Telluride, CO 81435
mikeb@sanmiguelcountyco.gov

If to San Juan County: San Juan County, PO Box 466 Silverton, CO 81433
admin@sanjuancountycolorado.us

Similar Activities. This IGA in no way restricts a County from participating in similar activities and actions with other public or private agencies, organizations, or individuals.

Authorized Representatives. By signing below, each of the Counties certifies that its representatives are authorized, pursuant to the authority of the Counties' Boards of County Commissioners, to act in their respective capacities for matters related to this IGA.

No Assignment. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, and may not be assigned by any Party without the prior written consent of the other Party.

Modification or Amendment in Writing. This Agreement may be amended, modified, or changed in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

Governmental Immunity. The Parties to this Agreement do not intend to waive the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24- 10- 101, et. seq. The provisions of C. R.S. § 29- 5- 108 shall not apply to the activities conducted pursuant to this Agreement.

Entire Agreement. This Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of Parties with respect to the subject matter contained herein.

Counterparts: Facsimile or Scanned Electronic Transmission. This IGA may be executed by facsimile or scanned electronic transmission and/or in any number of counterparts, any or all of which may contain the signatures of less than all the Counties, and all of which shall be construed together as but a single instrument and shall be binding on the Counties as though originally executed on one originally executed document. All facsimile or scanned electronic counterparts shall be promptly followed with delivery of original executed counterparts.

Board of County Commissioners of Hinsdale County, Colorado

_____, Date: _____, 2025
Chair of the Board

Attest:

Hinsdale County Clerk

Board of County Commissioners of Ouray County, Colorado

_____, Date: _____, 2025
Chair of the Board

Attest:

Ouray County Clerk

Board of County Commissioners of San Miguel, Colorado

Chair of the Board

Date: _____, 2025

Attest:

Deputy Chief Clerk to the Board

Board of County Commissioners of San Juan, Colorado

Chair of the Board

Date: _____, 2025

Attest:

San Juan County Clerk

2025 SALES TAX

	Town			County			Emergency Services		
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total
January	42,058.84	7,839.09	49,897.93	14,081.87	10,390.32	24,472.19	35,085.66	11,392.64	46,478.30
February	66,561.90	8,954.62	75,516.52	29,185.43	10,958.32	40,143.75	59,838.19	12,444.78	72,282.97
March	52,024.75	6,699.63	58,724.38	18,758.59	8,284.29	27,042.88	44,236.71	9,364.34	53,601.05
April	42,190.23	12,412.19	54,602.42	16,797.42	15,303.13	32,100.55	36,864.88	17,320.95	54,185.83
May	57,515.65	7,642.78	65,158.43	27,166.04	11,165.32	38,331.36	52,922.62	11,754.30	64,676.92
June	41,309.72	7,991.20	49,300.92	6,360.37	7,578.23	13,938.60	29,791.87	9,730.26	39,522.13
July	88,027.62	10,550.91	98,578.53	6,968.40	8,306.53	15,274.93	59,368.65	11,785.14	71,153.79
August	171,766.05	16,123.58	187,889.63	16,782.57	9,547.34	26,329.91	117,835.23	16,043.29	133,878.52
September	260,402.55	16,242.75	276,645.30	29,179.71	12,129.51	41,309.22	180,977.15	17,731.51	198,708.66
October	206,232.92	16,320.34	222,553.26	23,176.30	10,117.88	33,294.17	143,371.44	16,522.81	159,894.25
November	204,236.47	18,272.38	222,508.85	31,969.72	10,690.50	42,660.22	147,619.27	18,100.80	165,720.07
December			-			-			-
Total	1,232,326.70	129,049.47	1,361,376.17	220,426.42	114,471.37	334,897.78	907,911.67	152,190.82	1,060,102.49

	County Sales Tax						2025 % Change	5yr. Average
	2020	2021	2022	2023	2024			
January	6,854.79	16,723.50	18,815.24	18,426.92	18,750.01	24,472.19	23.38%	19,437.57
February	22,860.78	19,987.28	25,634.49	29,745.98	32,738.05	40,143.75	18.45%	29,649.91
March	14,595.18	16,402.87	20,922.98	20,542.77	30,763.23	27,042.88	-13.76%	23,134.95
April	15,280.29	15,820.09	26,540.36	21,934.71	23,895.98	32,100.55	25.56%	24,058.34
May	12,778.47	24,773.54	43,984.48	41,544.42	34,047.62	38,331.36	11.18%	36,536.28
June	9,946.40	17,549.36	10,146.13	17,053.96	15,760.40	13,938.60	-13.07%	14,889.69
July	17,737.22	13,668.65	21,647.93	14,730.22	18,218.92	15,274.93	-19.27%	16,708.13
August	10,921.79	32,028.49	26,943.45	25,208.63	23,801.21	26,329.91	9.60%	26,862.34
September	21,745.79	30,048.75	29,774.28	61,264.92	38,301.27	41,309.22	7.28%	40,139.69
October	18,726.14	29,953.36	34,135.62	44,727.88	38,164.64	33,294.17	-14.63%	36,055.13
November	17,785.19	29,182.27	30,541.07	32,071.57	34,467.94	42,660.22	19.20%	33,784.61
December	17,476.46	19,698.95	17,991.84	20,435.59	28,700.41		28.80%	20,860.65
Total	186,708.50	265,837.11	307,077.87	347,687.57	337,609.68	334,897.78		250,430.44
Year to Date	169,232.04	246,138.16	289,086.03	327,251.98	308,909.27	334,897.78	7.76%	

Emergency Services Sales Tax

	2020	2021	2022	2023	2024	2025 % Change	5-Year Ave.	
January	22,081.29	35,673.96	42,007.94	38,798.45	41,271.81	46,478.30	11.20%	40,846.09
February	38,888.47	40,698.37	51,602.55	49,470.71	52,821.73	72,282.97	26.92%	53,375.27
March	30,899.33	39,142.28	64,129.75	50,505.67	54,231.68	53,601.05	-1.18%	52,322.09
April	32,992.58	39,017.29	54,305.90	50,263.76	55,911.99	54,185.83	-3.19%	50,736.95
May	28,328.62	53,200.16	64,390.89	66,881.55	65,309.31	64,676.92	-0.98%	62,891.77
June	20,323.77	38,209.24	36,187.24	70,348.73	37,965.02	39,522.13	3.94%	44,446.47
July	29,408.23	54,965.11	58,069.60	36,858.14	68,828.78	71,153.79	3.27%	57,975.08
August	62,795.11	139,369.81	119,039.47	131,561.66	130,124.77	133,878.52	2.80%	130,794.85
September	120,650.92	164,773.79	154,524.58	198,918.58	181,512.35	198,708.66	8.65%	179,687.59
October	108,852.60	139,222.51	142,140.85	176,409.86	170,684.32	159,894.25	-6.75%	157,670.36
November	107,416.93	136,598.38	133,850.03	167,528.30	164,521.88	165,720.07	0.72%	153,643.73
December	63,130.77	93,550.49	84,746.99	90,930.59	98,499.14		6.80%	75,551.76
Total	665,768.62	974,421.39	1,004,995.79	1,128,476.00	1,121,682.78	1,060,102.49		757,424.56
	-	-	-					
Year to Date	602,637.85	880,870.90	920,248.80	1,037,545.41	1,023,183.64	1,060,102.49	3.48%	

	Town Sales Tax						2025 % Change	5-Year Ave.
	2020	2021	2022	2023	2024	2025		
January	28,417.92	40,358.55	48,401.82	43,654.63	47,289.18	49,897.93	5.23%	45,920.42
February	39,259.76	45,122.36	56,934.96	49,412.31	51,782.22	75,516.52	31.43%	55,753.67
March	34,763.49	46,228.85	81,691.27	56,271.57	56,013.09	58,724.38	4.62%	59,785.83
April	37,422.14	46,611.62	60,354.74	58,492.54	65,569.02	54,602.42	-20.08%	57,126.07
May	24,839.85	60,352.89	59,047.63	65,473.02	70,454.07	65,158.43	-8.13%	64,097.21
June	22,518.84	43,589.40	41,669.35	95,511.31	44,987.59	49,300.92	8.75%	55,011.71
July	29,239.56	74,281.24	71,269.47	44,246.65	91,914.29	98,578.53	6.76%	76,058.04
August	90,106.11	190,977.70	163,532.09	185,303.71	184,418.15	187,889.63	1.85%	182,424.26
September	170,982.30	233,606.46	217,481.13	257,025.50	252,137.38	276,645.30	8.86%	247,379.15
October	155,155.28	192,817.13	193,304.52	237,546.24	234,988.02	222,553.26	-5.59%	216,241.84
November	153,802.89	189,389.35	183,632.90	235,991.13	228,784.18	222,508.85	-2.82%	212,061.28
December	83,368.79	129,991.56	117,612.17	125,062.82	128,908.45		2.98%	104,202.02
TOTAL	869,876.93	1,293,327.11	1,294,932.05	1,453,991.43	1,457,245.65	1,361,376.17		1,016,146.51
Year to Date	786,508.14	1,163,335.55	1,177,319.88	1,328,928.61	1,328,337.20	1,361,376.17	2.43%	

Lodging Tax Revenue									40% Tourist Promotion	40% Affordable Housing	20% Enhanced Experience
	2020	2021	2022	2023	2024	2025 % Change	5 yr. Average				
January	3,729.44	543.94	1,034.65	8,688.65	866.92	6,549.01	655.43%	3,536.63	2,619.60	2,619.60	1,309.80
February	14,088.47	20,282.97	17,982.00	21,651.33	21,463.00	16,480.42	-23.21%	19,571.94	6,592.17	6,592.17	3,296.08
March	454.00	660.00	11,775.69	5,698.15	209.00	363.00	73.68%	3,741.17	145.20	145.20	72.60
April	-	1,489.56	1,091.00	68.78	729.34	173.27	-76.24%	710.39	69.31	69.31	34.65
May	14,069.00	30,651.70	31,766.09	30,512.00	37,272.00	65.15	-99.83%	26,053.39	26.06	26.06	13.03
June	300.40	1,007.32	1,525.85	3,654.58	0.00	31,859.17	0.00%	7,609.38	12,743.67	12,743.67	6,371.83
July	573.00	11,854.90	2,241.00	663.85	1,906.05	659.93	-65.38%	3,465.15	263.97	263.97	131.99
August	13,978.56	57,659.81	31,076.00	26,017.87	28,103.94	25,436.99	-9.49%	33,658.92	10,174.80	10,174.80	5,087.40
September	139.00	248.50	718.26	1,596.58	2,722.34	2,364.41	-13.15%	1,530.02	945.76	945.76	472.88
October	780.48	1,346.59	1,473.79	683.55	18,384.37	2,851.00	-84.49%	4,947.86	1,140.40	1,140.40	570.20
November	58,396.70	76,493.41	71,800.28	70,496.20	82,095.76	79,590.67	-3.05%	71,856.47	31,836.27	31,836.27	15,918.13
December	1,918.52	3,364.85	2,534.04	2,331.79	2,299.41		-1.39%	2,387.91	-	-	-
Total	\$ 108,427.57	\$ 205,603.55	\$ 175,018.65	\$ 172,063.33	\$ 196,052.13	\$ 166,393.02	13.94%	152,148.20	66,557.21	66,557.21	33,278.60
Year to Date	106,509.05	202,238.70	172,484.61	169,731.54	193,752.72	166,393.02	-14.12%				

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 Date: 10/1/2025
From Period: 10
Thru Date: 10/31/2025
To Period: 10
Option: Period
Exclude Transfers Breakdown? NO

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
General Fund (01)					
010 - COUNTY GENERAL FUND	\$1,638,857.22	\$518,456.94	(\$710,342.20)	\$0.00	\$1,446,971.96
020 - COUNTY ROAD & BRIDGE	\$251,124.18	\$172,386.70	(\$125,988.50)	\$0.00	\$297,522.38
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	\$93,814.30	\$9,335.75	(\$13,542.87)	\$0.00	\$89,607.18
045 - AFFORDABLE HOUSING FUND	\$456,064.51	\$17,843.16	\$0.00	\$0.00	\$473,907.67
050 - CONSERVATION TRUST	\$16,141.23	\$31.95	\$0.00	\$0.00	\$16,173.18
051 - LODGING TAX FUND	\$384,245.93	\$0.00	(\$25,000.00)	\$0.00	\$359,245.93
052 - TOURISM BOARD FUND	\$25,152.22	\$0.23	\$0.00	\$0.00	\$25,152.45
055 - NOXIOUS WEED FUND	\$11,896.78	\$0.00	\$0.00	\$0.00	\$11,896.78
060 - TOWN OF SILVERTON	\$285.84	\$7,260.51	(\$7,418.43)	\$0.00	\$127.92
070 - DURANGO FIRE PROTECTION DIS	\$0.00	\$2,010.45	(\$2,010.45)	\$0.00	\$0.00
080 - SOUTHWEST WATER CONSERVAT	\$0.00	\$578.71	(\$578.71)	\$0.00	\$0.00
090 - ADVERTISING FEES	\$12,468.40	\$195.00	\$0.00	\$0.00	\$12,663.40
100 - REDEMPTION	\$380.08	\$11,246.91	(\$11,246.91)	\$0.00	\$380.08
110 - SCHOOL GENERAL	\$0.00	\$22,657.86	(\$22,657.86)	\$0.00	\$0.00
116 - SCHOOL BOND	\$0.00	\$1,854.23	(\$1,854.23)	\$0.00	\$0.00
200 - SPECIAL ASSESSMENTS	\$4,240.20	\$0.00	\$0.00	\$0.00	\$4,240.20
210 - 911 AUTHORITY	\$104,520.30	\$5,086.31	(\$3,304.66)	\$0.00	\$106,301.95
220 - TREASURER'S FEES	\$23,758.05	\$90.00	\$0.00	\$0.00	\$23,848.05
230 - ASSESSOR'S PENALTY	\$5,548.41	\$0.00	\$0.00	\$0.00	\$5,548.41
240 - TREASURER'S DEEDS/FORECLOS	\$13,761.98	\$0.00	(\$302.08)	\$0.00	\$13,459.90
250 - CLERK TECHNOLOGY FEES	\$6,259.40	\$92.00	\$0.00	\$0.00	\$6,351.40
260 - ADMIN FEE	\$2,698.42	\$0.00	\$0.00	\$0.00	\$2,698.42
270 - PEAK INVESTMENTS	\$69,357.51	\$920.75	\$0.00	\$0.00	\$70,278.26
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
 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: 10
 To Period: 10
 Exclude Transfers Breakdown? NO
 From Date: 10/1/2025
 Thru Date: 10/31/2025
 Option: Period

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
300 - ESCROW-AMBULANCE	\$105,996.38	\$94.46	\$0.00	\$0.00	\$106,090.84
350 - ESCROW-COMPUTER EQUIP	\$4,830.25	\$18.98	\$0.00	\$0.00	\$4,849.23
360 - ASSESSOR/TREASURER ESCROW	\$4,200.85	\$26.74	\$0.00	\$0.00	\$4,227.59
400 - ESCROW-GRAVEL	\$151,191.96	\$42.70	\$0.00	\$0.00	\$151,234.66
410 - COUNTY BARN ESCROW	\$66,290.42	\$197.98	\$0.00	\$0.00	\$66,488.40
420 - ROAD EQUIP PURCHASE ESCROW	\$13,896.84	\$211.78	\$0.00	\$0.00	\$14,108.62
430 - LOST 4-WHEELERS ESCROW	\$4,453.32	\$14.23	\$0.00	\$0.00	\$4,467.55
440 - SEARCH & RESCUE ESCROW	\$27,087.13	\$60.72	\$0.00	\$0.00	\$27,147.85
450 - COURTHOUSE ESCROW	\$165,739.78	\$1,876.71	\$0.00	\$0.00	\$167,616.49
460 - MSI ESCROW	\$40,168.22	\$0.00	\$0.00	\$0.00	\$40,168.22
470 - EMERGENCY PREPAREDNESS	\$3,427.28	\$30.62	\$0.00	\$0.00	\$3,457.90
500 - HISTORICAL ARCHIVES ESCROW	\$703.46	\$9.06	\$0.00	\$0.00	\$712.52
550 - ASPHALT ESCROW	\$108,113.86	\$314.86	\$0.00	\$0.00	\$108,428.72
570 - FOREST RESERVE ESCROW	\$139,258.39	\$0.00	\$0.00	\$0.00	\$139,258.39
590 - EMERGENCY SERVICES SALES TA	\$2,586,886.69	\$159,894.25	\$0.00	\$0.00	\$2,746,780.94
600 - FIRE TRUCK FUND	\$111,299.99	\$272.16	\$0.00	\$0.00	\$111,572.15
650 - LAND USE ESCROW	\$84,670.60	\$119.04	\$0.00	\$0.00	\$84,789.64
700 - WORKFORCE HOUSING ESCROW	\$122,605.87	\$65.99	\$0.00	\$0.00	\$122,671.86
750 - ESCROW-SHERIFF VEHICLE	\$40,800.71	\$31.05	\$0.00	\$0.00	\$40,831.76
800 - PUBLIC TRUSTEE	\$90.00	\$30.00	(\$90.00)	\$0.00	\$30.00
810 - SPECIFIC OWNERSHIP TAX	\$24,192.38	\$15,425.31	(\$24,192.39)	\$0.00	\$15,425.30
820 - TAX HOLDING FUND	\$57,659.32	\$82,021.44	(\$39,039.85)	\$0.00	\$100,640.91
900 - ADVANCED COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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 *	\$7,066,359.69	\$1,030,805.54	(\$987,569.14)	\$0.00	\$7,109,596.09

Fund Status Report

San Juan County

Report Selection Criteria:

Selected Fund Type:	ALL	Fiscal Year:	2025	From Date:	10/1/2025
Include Encumbrances?	NO	From Period:	10	Thru Date:	10/31/2025
Include Pri Yr Liabilities?	NO	To Period:	10	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
* Report Total *	\$7,066,359.69	\$1,030,805.54	(\$987,569.14)	\$0.00	\$7,109,596.09

San Juan County

Composition of Cash Balances and Investments

As Of: 10/31/2025 Including Account Details

	Net Bank Balance	Investments	Cash on Hand/ In Transit	Total
<i>Cash and Cash Items</i>				
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
<i>Demand and Time Deposits</i>				
ALPINE BANK				
FEE COLLECTION ACCOUNT Checking	\$17,883.54	\$0.00	\$0.00	\$17,883.54
BILL PAY ACCOUNT Checking	\$0.00	\$0.00	\$0.00	\$0.00
ALPINE BANK:	\$17,883.54	\$0.00	\$0.00	\$17,883.54
CITIZENS STATE BANK				
Tourism Fund Checking	\$25,274.84	\$0.00	\$0.00	\$25,274.84
Affordable Housing Checking	\$492,524.10	\$0.00	\$0.00	\$492,524.10
911 Authority Checking Checking	\$104,016.15	\$0.00	\$0.00	\$104,016.15
General Checking Checking	\$3,777,807.14	\$0.00	\$0.00	\$3,777,807.14
CITIZENS STATE BANK:	\$4,399,622.23	\$0.00	\$0.00	\$4,399,622.23

		Cash on Hand/			
		Net Bank Balance	Investments	In Transit	Total
<i>Investment Pool</i>					
CITIZENS STATE BANK					
	100120367	\$0.00	\$1,186,828.28	\$0.00	\$1,186,828.28
CITIZENS STATE BANK:		\$0.00	\$1,186,828.28	\$0.00	\$1,186,828.28
COLOTRUST					
	CO-01-0646-8001	\$0.00	\$1,173,542.88	\$0.00	\$1,173,542.88
COLOTRUST:		\$0.00	\$1,173,542.88	\$0.00	\$1,173,542.88
PEAKS INVESTMENT MANAGEMENT					
	GTR-041850	\$0.00	\$331,519.16	\$0.00	\$331,519.16
PEAKS INVESTMENT MANAGEMENT:		\$0.00	\$331,519.16	\$0.00	\$331,519.16
		<u>\$4,417,505.77</u>	<u>\$2,691,890.32</u>	<u>\$200.00</u>	<u>\$7,109,596.09</u>