

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

**MEETING AGENDA
February 26, 2025**

CALL TO ORDER: 6:30 P.M.
BOCC Meeting Minutes for February 12, 2025

APPOINTMENTS

6:35 P.M. Gary Davis-Veterans Service Officer
7:00 P.M. Silverton Singletrack – Resolution 2025-02 Supporting The Application For A Community Impact Program Grant From The State Board Of The Great Outdoors Colorado Trust Fund And The Completion Of Phase Two Of The Baker’s Park Trail System
7:30 P.M. Silverton Powerhouse Collective - Special Events Liquor License
7:45 P.M. Anne Chase, Housing Authority – Affordability Covenants

New Business

Enterprise Zone – Region 9 Letter of Support

Old Business

Other

Land Use Administrator – Annual Report
Building Inspector – Annual Report
Public Comment
Commissioner and Staff Reports

Adjourn

**Times listed above are approximate.
Discussion of an agenda item may occur before or after the assigned time.**

Next Regular Meeting – March 12, 2025, 8:30 A.M.

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, February 12, 2025
AT 8:30 A.M.

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

Social Services Director Martha Johnson was present to provide the Commissioners with an update. Commissioner Maisel moved to approve Transmittal #12 in the amount of \$28,022.06. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

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

Minutes: Commissioner Fetchenhier moved to approve the minutes of January 22, 2025, as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

Road and Bridge Supervisor Rusty Melcher was present to provide the Commissioner with his staff report and to his plans for CR 2 and CR 22 and a new shop building.

Allen McCaw of the US Forest Service and Kirstin Brown of DRMS were present to discuss their remediation plans for the Brooklyn Mine area.

Ambulance Association Director Tyler George was present to discuss the potential location of a new ambulance building.

A Public Hearing was held to receive comments concerning the Land Use Permit application and variance request submitted by Holly Huebner dba Coffee Bear LLC to operate a beverage and foot cart in the parking area of Silverton Mountain on the Walla Walla Lode 6226 CR 110. Upon completion of the Public Hearing Commissioner Fetchenhier moved to approve the consolidated Sketch, Preliminary and Final Plan application with the following conditions as recommended by staff and the San Juan Regional Planning Commission:

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. That all requirements in Section 4-110 of the San Juan County Zoning and Land Use Regulations pertaining to the development of individual building sites shall be met.
3. That 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, all permits issued, and all applicable State and Federal rules and regulations.
4. That the trailer will not be located on County Road 110 Right-of-Way.
5. That the food and beverage trailer is properly inspected, licensed and in compliance with the State and Local Public Health Departments.
6. That adequate trash receptacles are provided, and the site is regularly policed to prevent the accumulation of litter.
7. That the trailer be kept in good repair.
8. The failure to comply with these conditions shall be grounds for the revocation of this Improvement Permit.

Commissioner Maisel seconded the motion. The motion passed unanimously.

Rob Veihl of the Colorado Department of Natural Resources and Roy Smith of BLM provided the Commissioners with a presentation concerning filing for an In Stream Flow (ISF) water right on Burrows Creek a high elevation tributary to the North Fork Animas River. It was the consensus of the Commissioners to support the filing of ISF water rights.

The 2024 Financial Report was presented to the Commissioners for their consideration. Commissioner Fetchenhier moved to approve the 2024 Financial Report as submitted.

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

The Treasurer's Semi-Annual Report was presented to the Commissioners. Commissioner Maisel moved to accept the Treasurer's Semi-Annual Report as presented. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

Lisa Pool, Southwest Regional Director U.S. Senator John Hickenlooper and John Whitney Western Slope Regional Director for U.S. Senator Michael F. Bennet to discuss what was happening with the federal government.

Captain Degal of the Colorado State Patrol was present to meet with the Commissioners and Emergency Services to discuss issues that had been raised previously when a semitruck jackknifed and closed US 550 South. Also discussed was the current status of CSP Dispatch which provides dispatch services for the Sheriff's Department and Emergency Services.

Deanna Jaramillo presented to the Commissioners the recommended changes to the County Health Benefits. It was the consensus of the Commissioners to change to the new proposed CIGNA for health insurance and Humana for Dental, Vision and Life insurance. The County would pay 100% of the employees Health, Dental, Vision and Life Insurance and would pay for 70% of the employees' spouse and children Health Insurance. The County would also reimburse any employee that qualifies for Medicare and opts out of the group plan for their Medicare Parts B, and D, Medigap Plan G and Skilled Nursing/Home Health Care Supplement. The benefits will be reviewed annually.

Building Inspector Bevan Harris was present to discuss the purchase of a portable heating plant. Commissioner Fetchenhier moved to approve the purchase of the portable heating plant not to exceed \$12,500. Commissioner Maisel seconded the motion. The motion passed unanimously.

Having no further business, the meeting was adjourned at 4:20 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk



Silverton
Singletrack Society



February 23, 2025

To: San Juan County Commissioners
RE: Baker's Park Update

Please accept my apologies that due to an unexpected out-of-town business obligation, I will be unable to attend the meeting of the San Juan County Commissioners scheduled for the evening of February 26, 2025.

Lisa Branner, who has been spearheading fundraising for the Baker's Park project, will attend the meeting in my absence and can answer any questions you may have about the upcoming Great Outdoors Colorado Community Impact Program grant that is on the agenda.

I also wanted to provide the Commissioners with a quick update about the Baker's Park project, which I will do here in writing since I won't be able to join you.

In Fall of 2024, the first trail in Baker's Park finally opened to the public. With its sweeping views of Silverton and the surrounding San Juan Mountains, this ~7-mile beginner/intermediate loop has already attracted a wide range of users – runners, dog walkers, hikers, e-bikers, families with kids, older adults, locals, visitors – demonstrating that Baker's Park is a community asset with broad appeal.

Our plans for Baker's Park in 2025 include the following:

- Thanks to an \$8,000 grant from the International Mountain Bicycling Association, trail counters will be installed for the 2025 open season to collect baseline data on trail usage volume, patterns, and trends, helping demonstrate impact and predict future maintenance and development needs.
- With a \$69,652 Colorado State Outdoor Recreation Grant (COSORG) from the state's office of Outdoor Recreation Industry (OREC), all remaining trail alignments (~20 miles) will be flagged and mapped and plans will be developed for two manageable construction phases (~10 miles each). The resulting Phase 2 and 3 Design Briefs will include a prioritized build list, trail characteristics, and timelines for future construction.
- We anticipate BLM will complete biological and cultural inventories and provide construction clearance so trail alignments are deemed "shovel ready" for the 2026 build season. Also, BLM will install wayfinding signage and a trailhead kiosk, complete trailhead toilet



Silvertown Singletrack Society



engineering, and help improve the parking lot (drainage, visual improvements, fencing, gates).

- With support from Great Outdoors Colorado and the Colorado Youth Corps Association (\$66,285), a Southwest Conservation Corps crew will be deployed to "buff out" existing Phase 1 trails with hand-finish work to improve backslope, tread and drainage.
- Fundraising efforts will be ongoing to support Phase 2 and 3 development and future completion of the trail system.

While 2025 is mostly focused on planning, we anticipate that the construction of additional new trail in Baker's Park will resume in 2026, and that GOCO Community Impact Program funding (if awarded) will help catalyze additional support to make that possible.

Thank you as always for your support, and I would be happy to attend a future Commissioner's meeting to answer any questions or discuss Silvertown Singletrack Society's future plans with you in greater detail.

Sincerely,

Klemens Branner
President

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY COLORADO, SUPPORTING THE APPLICATION FOR A COMMUNITY IMPACT PROGRAM GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE COMPLETION OF PHASE TWO OF THE BAKER'S PARK TRAIL SYSTEM

WHEREAS, the Board of Commissioners of San Juan County Colorado supports the Great Outdoors Colorado grant application for Phase Two of the Baker's Park Trail System; and

WHEREAS, if the requested grant is awarded, San Juan County supports the completion of the project; and

WHEREAS, San Juan County and Town of Silverton have requested \$750,000 from Great Outdoors Colorado for construction of Phase Two of the Baker's Park Trail System.

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

Section 1: The Board of Commissioners of San Juan County Colorado strongly supports the application for a grant with Great Outdoors Colorado.

Section 2: If the grant is awarded, the Board of Commissioners of San Juan County Colorado strongly supports the fulfillment of the project.

Section 3: If the grant is awarded, the Board of Commissioners of San Juan County Colorado hereby authorizes the County Administrator to sign the grant agreement with Great Outdoors Colorado.

Section 4: If the grant is awarded, the Board of Commissioners of San Juan County Colorado authorizes the expenditure of funds necessary to meet the terms and obligations of the grant agreement.

Section 5: This resolution to be in full force and effect from and after its passage and approval.

READ, PASSED AND ADOPTED this 26th day of February, A.D. 2025.

Austin Lashley, Chair

Attest:

Scott Fetchenhier

Ladonna Jaramillo, Clerk & Recorder

Pete Maisel



Willy Tookey <admin@sanjuancolorado.us>

RE: Baker's Park GOCO Concept Paper- Invitation to Submit Application

Mike Wight <mwright@goco.org>

Thu, Feb 6, 2025 at 4:42 PM

To: Lisa Branner <lisakbranner@gmail.com>

Cc: Willy Tookey <admin@sanjuancolorado.us>, Gloria Kaasch-Buerger <gkaasch-buerger@silverton.co.us>, "Mast, Megan L" <mmast@blm.gov>, "sfriden@silverton.co.us" <sfriden@silverton.co.us>, Dayna Kranker <dayna.kranker@gmail.com>, Austin Lashley <commissioner.lashley@sanjuancolorado.us>, Klemens Branner <klem@silvertonsingletracksociety.org>

Good afternoon, all,

Thank you for your recent concept paper submission. GOCO received 30 concept papers in this grant cycle, requesting over \$24M, for \$7M in available funding. The quality of projects and breadth of need continue to impress GOCO staff. When reviewing projects, GOCO staff considered the merit of all concepts submitted and made a recommendation based upon intended outcomes, programmatic fit, relative cost, urgency, need, and other relevant factors.

Congratulations on being among the 13 projects we're inviting to submit a full application! The application phase will also be competitive, and we'd love to provide some feedback from the concept review phase for you to consider as you prepare your full application. I will compile reviewer feedback and send a summary next week. From there we can have a further discussion as desired, and I will be happy to review a draft application prior to submission.

Applications are due by March 6th. If you would like me to review a draft application please send it no later than February 26th.

I have attached the application form. All other materials required with the application, including the budget, wildlife review form, and resolution, can be found at: <https://goco.org/programs-projects/grant-programs/community-impact> under Application Forms. There are some additional optional materials you may include as supplements with the application, that are discussed within the application.

When you're ready for your final submission, please combine all forms and supplemental materials into one pdf document and email it to me.

In the meantime, please let me know if you have any questions.

Thank you,

Mike

Mike Wight (he/him)

Program Officer, Southwest

Great Outdoors Colorado (GOCO)

720-576-4062

From: Lisa Branner <lisakbranner@gmail.com>**Sent:** Wednesday, January 22, 2025 9:14 PM**To:** Mike Wight <mwright@goco.org>**Cc:** Willy Tookey <admin@sanjuancolorado.us>; Gloria Kaasch-Buerger <gkaasch-buerger@silverton.co.us>; Mast, Megan L <mmast@blm.gov>; sfriden@silverton.co.us; Dayna Kranker <dayna.kranker@gmail.com>; Austin Lashley <commissioner.lashley@sanjuancolorado.us>; Klemens Branner <klem@silvertonsingletracksociety.org>**Subject:** Baker's Park Concept Paper

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

TO OBTAIN THIS APPLICATION FOR A SPECIAL EVENTS PERMIT YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details)

- SCHOOL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- CHARITABLE
- CHARITABLE ORGANIZATION
- OF A NATIONAL ORGANIZATION
- RELIGIOUS INSTITUTION
- PROFESSIONAL SOCIETY
- BUSINESS ASSOCIATION
- MUNICIPAL GOVERNMENT
- FACILITY

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR
2170	<input checked="" type="checkbox"/> MALT VINICUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2175	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR INDIVIDUAL CANDIDATE: Silverton Powerhouse Collective State Sales Tax Number (Required): 228-55-2809

2. MAILING ADDRESS (SEE INSTRUCTIONS ON REVERSE SIDE) 8 Mears Ave PO 702 Silverton, CO 81433
 3. ADDRESS OF EVENT TO PLACE SPECIAL EVENT (SEE INSTRUCTIONS ON REVERSE SIDE) 8 Mears Ave Silverton, CO 81433 Phone Number: 33-3025266

NAME DATE OF BIRTH HOME ADDRESS (Street, City, State, ZIP) PHONE NUMBER

4. APPLICANT'S SIGNATURE (OR AUTHORIZED SIGNATURE) Julian Hood 5/23/1992 1118 Mineral St, Silv. CO, 81433 970-426-1718

5. TITLE Julian Hood 5/23/1992 1118 Mineral St, Silverton, CO 81433 970-426-1718

6. HAS APPLICANT ORGANIZATION OR INDIVIDUAL CANDIDATE EVER BEEN LICENSED UNDER THIS PERMIT THIS YEAR? YES NO HOW MANY DAYS? 1
 7. HAS APPLICANT ORGANIZATION OR INDIVIDUAL CANDIDATE EVER BEEN LICENSED UNDER THIS PERMIT THIS YEAR? YES NO HOW MANY DAYS? 1

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION TO USE AND RE-USE THE PREMISES TO BE LICENSED? YES NO

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT											
Day	Month	Year	Day	Month	Year	Day	Month	Year	Day	Month	Year
3	12	2025	4	12	2025						
4	P		6	P							
9	P		12	A							

OATH OF APPLICANT
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.
 SIGNATURE: Julian Hood TITLE: Event Coordinator / Board member DATE: 2/18/2025

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

CITY OR COUNTY: San Juan County CITY COUNTY: CITY COUNTY DATE: _____

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Silverton Powerhouse Collective

is a

Nonprofit Corporation

formed or registered on 01/23/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20251087577 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/14/2025 that have been posted, and by documents delivered to this office electronically through 02/18/2025 @ 14:28:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/18/2025 @ 14:28:53 in accordance with applicable law. This certificate is assigned Confirmation Number 17009856 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website: <https://www.colorado.gov/en/secretary-of-state/validate-a-certificate>, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website: <https://www.colorado.gov/en/secretary-of-state> and click "Businesses, trademarks, trade names" and select "Frequently Asked Questions"

COLORADO STANDARD LEASE AGREEMENT

I. TERM – This legal document (“Hereinafter referred to as “Lease Agreement”) represents a lease agreement for a term of 13 months (Hereinafter referred to as

the “Lease Term”) beginning on the 1st day of December,

2024 and ending on the 31st day of December, 2025.

II. & TENANT – This Lease Agreement is between

San Juan County Historical Society (Hereinafter referred to as “Landlord”)
Landlord

with mailing address of PO Box154 City of

Street Address

Silverton State of CO Zip Code: 81433

City

State

Zip Code

(Hereinafter referred to as the “Premises”) to

Jeff Davis
Hannah Green and Hillary Cable (Hereinafter referred to as “Tenant”)
Tenant

III. PREMISES – The Landlord agrees to lease the premises located at

Powerhouse on Mears Ave. City of Silverton State of

Street Address

City

CO Zip Code 81433 (Hereinafter referred to as the “Premises”)

to the Tenant only for the purposes of residential use. The Landlord agrees to include furnishings and appliances as described:

N/A
Furnishings and Appliances

If there are any common areas for use but which are shared between other Tenants or the Landlord, Tenant shall have every right to use said areas. If there are any restrictions on said common areas, they are:

N/A

Restrictions



IV. USE

The Tenant shall obey, and require anyone else on the Premises to obey, all laws and restrictions that apply to the Premises as well as any Federal or State Laws and act in a manner that does not unreasonably disturb any neighbors or constitute a breach of peace. Landlord will give Tenant notice of any restrictions that apply to the Premises.

A. Alterations - Tenant may, or, **X may not** make alterations or improvements to the Premises without first obtaining permission from the Landlord in writing of exactly the improvement or alteration and how the improvement or alteration will be made.

B. Pets – Tenant **X may**, or, may not be allowed to have pets on the Premises. If pets are not allowed on the premises, they are not to be allowed at any time, except licensed animals needed by the blind, deaf, disabled or

N/A under the conditions of N/A
Other Conditions

N/A
List Minor Children

V. RENT

Tenant shall pay rent to Landlord payable to in the monthly installments of

Two Thousand Dollars (\$ 2,000)
Amount \$

payable in the name of San Juan County Historical Society

Payments are due on the 1st of every month (Hereinafter referred to as the "Due Date") beginning December 1st, 2024. All rent payments shall be sent to

PO Box 154 City of: Silverton State of CO Zip Code 81433 or if there is another way the Landlord would like to receive rental payments it shall be described as follows: Pay in person at the Archive Building.

Other

Prorated first month's rent.

For the period from Tenant's move-in date N/A through the end
Tenant's Move-in Date

of the month, Tenant will pay to Landlord the prorated monthly rent of

\$ N/A. This amount will be paid on or before the date the Tenant moves in.



VIII. MAINTENANCE – Tenant agrees to keep the Premises properly maintained and in sanitary condition during the term of the lease. Tenant must return the Premises to the same level of condition as when the day the Tenant took occupancy.

A. Tenant to keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to what existed when the Tenant took occupancy, except for ordinary wear and tear;

B. It is the Tenant's obligation to notify Landlord IMMEDIATELY of any conditions that could be hazardous in or about the Premises.

C. Tenant agrees that they will be held accountable for any damage made by guests on the Premises.

IX. LANDLORD'S ACCESS – Landlord or a Landlord's representative may enter the Premises under the following conditions:

A. At any time for the protection or preservation of the Premises.

B. After notice as required by State law for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

1. With Tenant's consent

2. In case of emergency

3. When Tenant unreasonably withholds consent.

4. If Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then the Landlord may only enter with Tenant's consent or for the protection or preservation of the Premises.)

X. PROHIBITED ACTS BY LANDLORD

A. - Landlord cannot cause, directly or indirectly, the termination or interruption of any utility service that serves the Tenant including but not limited to; refrigeration garbage collection, gas, oil, electricity, lighting (interior and exterior), or any other service.

B. - Landlord cannot prevent the Tenant from accessing the Premises by any and all means.

C. – Landlord cannot make any unnecessary repairs to remove; windows, doors, or any fixtures. Landlord cannot remove Tenant's personal property from the Premises unless Tenant has not paid rent; in that case the Landlord may remove Tenant's Personal Property and is not responsible for storage or disposition.



XI. DEFAULT

- A. TENANT'S DEFAULT** – Tenant shall be in default if the following occurs during the term of the Lease Agreement:
1. Tenant fails to pay rent when it is due and the default continues for 3 business days (business days are defined as Monday through Friday except federal holidays) after written notice of failure to pay rent or possession of the Premises.
 2. If there is an intentional act that causes severe destruction, damage, or misuse of Property, then Landlord has the authority to evict the Tenant immediately for unreasonable disturbance.
 3. If Tenant fails to perform any of the stated terms of the Lease Agreement and fails to comply after seven (7) days of receiving notice.
- B. LANDLORD'S DEFAULT** – If Landlord does not comply with Tenant's maintenance obligations within seven (7) days of written notice of Landlord's default of obligation to repair, fix, or maintain the Premises, the Lease Agreement may be altered;
- C. WAIVER** – If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any part of the Lease Agreement, or, Tenant accepts performance by Landlord knowing of Landlord default and pays rent, then the party accepting performance shall not have the right under this Lease Agreement to make a claim or terminate Lease Agreement. This does not limit the rights of any party to enforce later default.
1. Tenant will not be liable for rent if the Landlord's failure to comply makes the Premises uninhabitable.
 2. If the Landlord's failure to comply makes the Premises habitable but not in the condition upon move-in, then the rent shall be adjusted to the market value of the Premises.

XII. POSSESSION – If, after authorization of this Lease Agreement by both parties either:

- A.** Tenant fails to take possession of the Premises; Tenant is still responsible for paying rent on the Due Date every month and to comply with the provisions of this Lease Agreement.
- B.** Landlord fails to grant possession of the Premises in a good and habitable condition to Tenant; The Tenant has the right to terminate the Lease Agreement with written notice to Landlord.



XIII. NOTICES – All notices made by the Tenant to the Landlord, must be delivered to the following address below;

PO Box 154

Street Address

Street Address #2

Silverton

CO

City

State

81433

Zip Code

XIV. DISCLOSURES – Tenant agrees and acknowledges the disclosures attached to this agreement by filling in their initials below;

- State of Colorado required disclosures
- Tenant Rules and Regulations
- Tenant Checklist Upon Move-In
- Other _____

XV. ADDITIONAL ADDENDUMS – If any Additional addendum(s) to this agreement, is described as:

N/A

Additional Addendums

XVI. DISCLAIMER – If one sentence, section, or portion of this Lease Agreement is deemed to be invalid, it does not affect the terms of the rest of this document.

XVII. TENANCY – If for any reason the Tenant or Tenant's guest(s) fail to comply with this Lease Agreement, or the Tenant misrepresented themselves in this Lease Agreement or on the Rental Application, the Tenant may be found in violation of this Lease Agreement and at the Landlord's decision this document may become Void.

XVIII. TIME - Is of the essence.

XIX. ENTIRE LEASE AGREEMENT – This legal document is the agreement between Landlord and Tenant, any other promises or agreements must be attached hereto other than the necessary rules and regulations as implied by law, have been agreed upon. Any future changes or modifications must be made in writing and signed by both parties.



XX. AUTHORIZATION & WITNESS – IN WITNESS WHEREOF, Landlord and Tenant agree to the terms and have executed and dated this Lease Agreement below.

LANDLORD:

TENANT:

San Juan County Historical Society

The Silverton Powerhouse Collective
~~Power House Guild~~

Beverly Rich

Date: 10-30-24 *BR*

Date: 11/6/2024

Beverly Rich (Chairperson)

Jeff Davis (Chairperson)

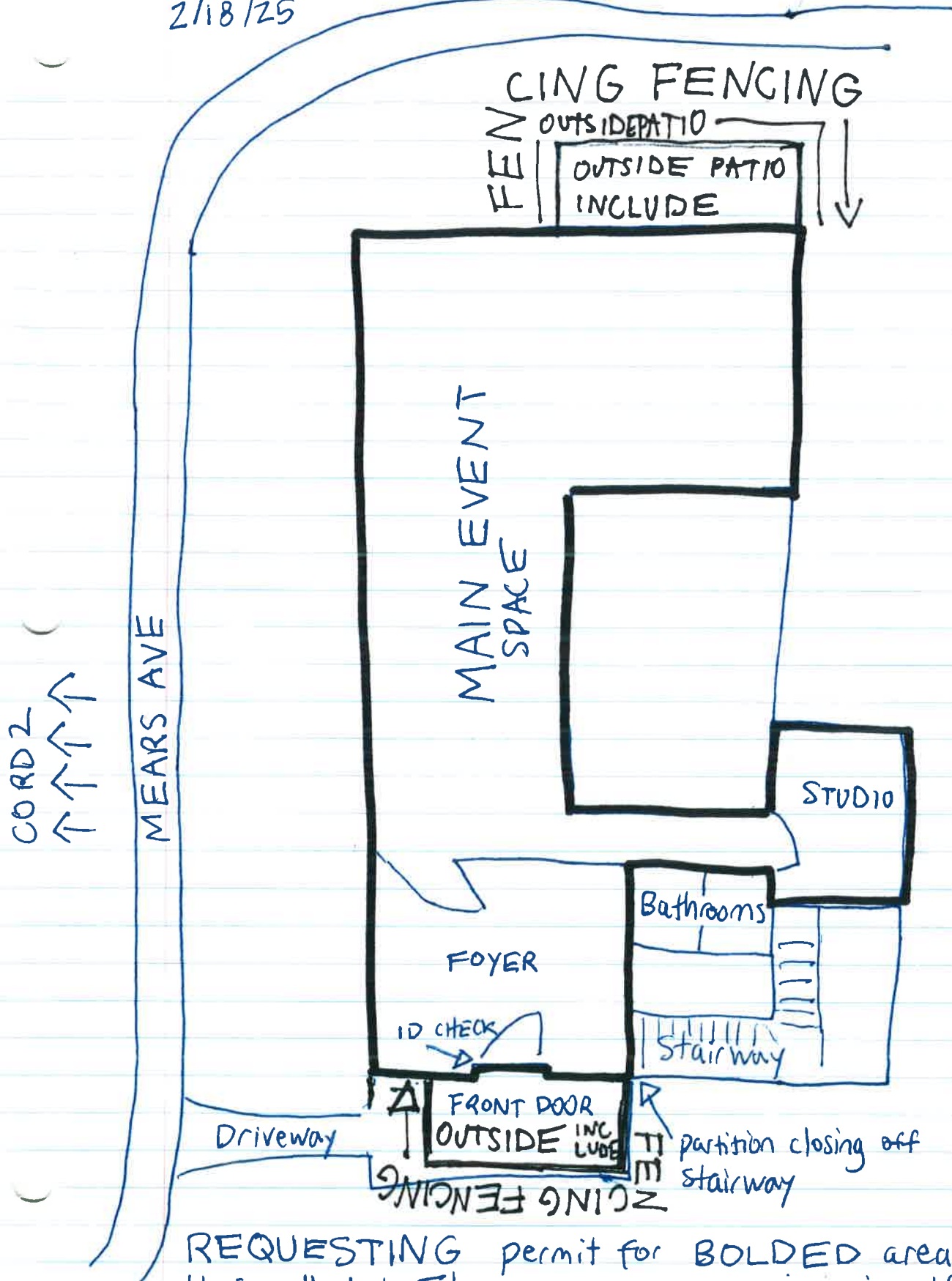
Hillary Cable

Date: 11/4/2024

Hillary Cable (Manager) Administrative Director



Diagram for Special Events Permit Area.
Silverton Powerhouse Collective
2/18/25



REQUESTING permit for **BOLDED** area.
It is all 1st Floor. . . . IDs checked.

WHEN RECORDED, RETURN TO:

Silverton Housing Authority
P.O. Box 250
Silverton, CO 81433

**SILVERTON HOUSING AUTHORITY
SJDA 735 MARTHA ROSE AFFORDABILITY COVENANTS**

THESE Covenants (this “Covenant,” “Declaration,” or “Agreement”) are hereby created and effective on the date executed below, by and between **THE HOUSING AUTHORITY OF THE TOWN OF SILVERTON**, an authority organized under C.R.S. 29-4-201 et seq. (“**Silverton Housing Authority**” or “**Housing Authority**”), **SAN JUAN COUNTY**, a political subdivision of the State of Colorado (the “**County**”), and **9318 DEVELOPMENT VENTURES LLC (“9318 Contracting”)**.

RECITALS

WHEREAS, 9318 Development Ventures LLC owns certain real property more particularly described in **Exhibit A** hereto in Anvil Mountain Subdivision, Silverton, Colorado, including all dwellings, appurtenances, improvements, and fixtures associated therewith (collectively referred to as the “Property”) for the purposes of these Covenants; and

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

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

WHEREAS, on or about August 13, 2020, San Juan County executed the San Juan County Use Covenant and Regulatory Agreement Anvil Mountain Subdivision San Juan County, Colorado (the “2020 Deed Restriction”) which placed restrictions on the properties in Anvil Mountain Subdivision. The 2020 Deed Restriction was recorded in the San Juan County Clerk and Recording office as Reception No. 152950; and

WHEREAS, the Silverton Housing Authority and County intend for these Covenants to replace and supersede, in its entirety, the 2020 Deed Restriction; and

- F. **“Original Purchase Price”** means the price paid for the Property by the current Owner.
- G. **“Owner”** means the owner of the fee simple title to the Property, as well as its owner’s agents, successors and assigns, buyers, heirs, devisees, transferees, grantees, owners or holder of title to the Property of record according to the Clerk and Recorder of San Juan County, during their period of ownership interest.
- H. **“Primary Residence”** means the Property is occupied by one or more members of the Qualified Household for at least eight (8) months of the calendar year. Determination of San Juan County primary residency shall be based on the criteria the Housing Authority and the County deem reasonably necessary to make a determination, including but not limited to, voter registration, place of vehicle registrations, and/or state issued identification. Primary residence status may be maintained if unforeseen circumstances arise that requires the resident to temporarily leave the residence for a period of more than four (4) months if a Leave of Absence is granted to Owner by the Housing Authority which may be conditioned upon rental of the Property according to the Silverton Affordable Housing Guidelines Rental Procedure, as may be amended from time to time.
- I. **“Qualified Household” and “Owner(s)”** means all persons holding title to the Property that (i) will use the Property as their Primary Residence and (ii) meet the Income Qualification criteria below at the time of purchase of the Property. Each of the criteria are further defined below:
- i. Primary Residence. The Property will be used as the sole and exclusive place of residence as defined herein.
 - ii. Income Qualification. The total annual income of all members of a Household over the age of eighteen (18) must, as determined by the Housing Authority or its designee to not exceed XX percent (XX%) of the Area Median Income in San Juan County as determined by the Silverton Housing Authority with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by the Silverton Housing Authority at the time of purchase of the Property.
- J. **“Qualified Tenant”** shall mean a person(s) who has temporary use and occupancy of Property owned by a Qualified Owner who at the time of the execution of the lease have been determined by the Silverton Housing Authority,

or its designee, to be earning no more than XX percent (XX%) of the Area Median Income. Tenants renting rooms in an Owner-occupied Property may be considered members of the Qualified Owner's Household for Annual Compliance Recertification for the purposes of meeting the Primary Residence Standard under the provisions of Section 2.J.

- K. **"Second Home"** shall mean the status of the Property when used by any person who has a primary residence that is other than the Property.
- L. **"Silverton Affordable Housing Guidelines"** or **"SAHG"** means the Silverton Affordable Housing Guidelines, as may be amended from time to time.
- M. **"Silverton Housing Authority"** shall include employees of the Silverton Housing Authority or subcontractors retained by the Housing Authority who are tasked with enforcing Use / Affordability Covenants or Deed Restriction agreements.
- N. **"Short Term Rental"** shall mean the rental or lease of the Property for a period of time that is fewer than thirty (30) days.

3. **Ownership and Use of the Property.**

- A. The ownership, use, and occupancy of the Property is restricted as follows: (i) The Property shall be owned and occupied by a Qualified Household, as defined in Section 2 of these Covenants; (ii) the Owner or uses the property as its Primary Residence, as defined within Section 2 of these Covenants.
- B. The Property shall not be rented without the express written consent of the Silverton Housing Authority or its assigns, allowing the Property to be rented to a Qualified Tenant as defined in Section 2 of these Covenants and in accordance with the most current version of the SAHG. Owners are subject to penalties for each day a Tenant occupies the Property without Housing Authority consent and for each day an executed lease is late in being submitted to the Housing Authority according to the SAHG policies and procedures. Under no circumstance shall the Property, or any portion thereof, be rented for an amount exceeding the Maximum Rental Rate, as defined in the most current version of the SAHG. The Maximum Rental Rate shall be determined in accordance with the SAHG, as may be amended from time to time and the definition of Qualified Tenant set forth in Section 2 of these Covenants. Compliance with this restriction is mandatory and enforceable regardless of any agreements, arrangements, or circumstances

between the Owner and any tenant or occupant. Owner covenants that any lease of the Property shall include a reference that such lease is subject to the terms and conditions of these Covenants and SAHG, including but not limited to restrictions on the use and occupancy of the Property and cooperation on providing required documentation for verification of Qualified Tenant and Primary Residence status, as defined in Section 2.

- C. The Property may not be sold or otherwise transferred to any person other than a Qualified Household in accordance with the procedures for prior verification contained in Section 4 below and pursuant to all provisions within these Covenants. The title to the Property may be held from time to time by the Housing Authority in the event of a foreclosure or as permitted by these Covenants or the SAHG.
- D. Owner is subject to Annual Compliance Recertification confirming and verifying the Owner's continued eligibility as a Qualified Household and their compliance with this Agreement. To confirm such eligibility, the Owner of the Property shall submit the following information to the Housing Authority: (i) a verification that the Owner continues to meet the requirements of a Qualified Household who uses the Property as its Primary Residence.
- E. Title of the Property shall be held in the name of the natural person(s) who are members of the Qualified Household.
 - 1. Any co-borrower or co-signer who is not a member of the Qualified Household must obtain approval through the Silverton Housing Authority according to the SAHG. If approved, such co-borrowers or co-signers must execute a separate agreement requiring the sale of the Housing Unit in the event that the Qualified Owner becomes unqualified, defaults under these Covenants or the SAHG, or is otherwise required to sell the Housing Unit. Co-borrowers and co-signers are prohibited from occupying the Housing Unit unless they have been approved by the SHA.
 - 2. Notwithstanding the foregoing, a Qualified Household may seek a variance to allow title of the Property to be held in trust for the benefit of a natural person who also meets the definition and qualifications of a Qualified Household, as stated herein in Section 2.I. Such ownership in trust may only occur in the circumstances provided herein and at the sole written discretion of the Housing Authority, or its assign. To

- B. Upon sale and conveyance of the Property by Owner to a buyer, the buyer shall be subject to the same occupancy, use, and Income Qualification requirements set forth in these Covenants and the most recent version of the SAHG.
 - C. In the event the Property is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference the covenant contained, even without reference therein to these Covenants.
5. **Maximum Sale Price:** In no event shall the Property be sold for an amount in excess of the Original Purchase Price plus the applicable percentage of appreciation per year, and as provided below.
- A. Appreciation shall be three percent (3%), simple annually.
 - i. In the event an Owner owns the Property for only a portion of any year, the percentage increase shall be prorated monthly, from purchase date until the Property is listed for sale.
 - B. Increase in market value caused by Permitted Capital Improvements shall not increase the Owner's Original Purchase Price and are subject to depreciation as set forth in the most current SAHG. For the purpose of determining the Maximum Sale Price, the following amounts may be added at the discretion of the Silverton Housing Authority in accordance with the SAHG:
 - i. The cost of Permitted Capital Improvements as set forth in the most current SAHG.
 - ii. The cost of any permanent improvements constructed or installed as a result of any requirement imposed by any government agency or assessment by a homeowner's association for such permanent improvements, provided that written certification is provided and approved by the Silverton Housing Authority.
 - C. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the Maximum Sale Price so as to induce the Owner to sell to such prospective buyer.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE SILVERTON HOUSING AUTHORITY, THE COUNTY, OR ASSIGNS, THAT UPON RESALE THE OWNER SHALL OBTAIN A PARTICULAR PRICE INCLUDING BUT NOT LIMITED TO THE MAXIMUM SALES PRICE OR ORIGINAL PURCHASE PRICE.

6. **Default by Owner.** Owner shall be responsible for compliance with all terms of these Covenants. Any non-compliance with the terms of these Covenants or breach of any covenant(s) set forth in these Covenants, including non-compliance of use and occupancy of the Subject Property shall be deemed to be a Default by Owner, whether such non-compliance is a result of direct actions of the Owner of such non-compliance occurs during ownership.
7. **Inspection.** If the Housing Authority has reasonable cause to believe that the occupancy or use of the Property does not comply with any provision(s) of these Covenants, the Housing Authority may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner and occupants a Notice to Inspect with at least twenty-four (24) hours written notice. Notice of Inspection may be given by posting notice on the door to the residence on the Property. The Notice of Inspection shall generally describe the suspected non-compliance with these Covenants and shall reference the Silverton Housing Authority's right to inspect set forth in these Covenants. The Housing Authority shall have permission to enter the Property during such times upon providing a Notice of Inspection without further consent.
8. **Notice and Cure.** In the event of a Default by Owner of these Covenants, the following procedures shall apply.
 - A. **Notice of Default.** The Housing Authority shall issue a Notice of Default to the Owner detailing the nature of the default. Notice will be issued formally in accordance with the General Provisions of these Covenants, and may include a notice posted on the front door of the Property and shared electronically. The Notice of Default shall (i) state the terms of these Covenants and SAHG for which the Owner has defaulted; (ii) state the period for the Cure; (iii) reference the potential remedies in these Covenants; and (iv) state the procedures for administrative appeal of the Notice of Default.
 - B. **Period for Cure.** The Period for Cure shall generally be thirty (30) days, provided that a default by Owner for lease or use of the Property as a Short-Term Rental, non-primary residence or Second Home shall be cured by the Owner immediately. The Housing Authority may provide a longer period for Cure upon

a deed in lieu of foreclosure to the older, the Housing Authority or its assigns shall have the option to purchase the Property as provided in the Option to Purchase, in a form similar to **EXHIBIT B: Option to Purchase**, attached hereto and incorporated herein.

- B. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on the Property, only a Qualified Household may acquire an interest in the Property at a foreclosure sale or in lieu of foreclosure.
- C. Notwithstanding the foregoing, in the event of foreclosure or acceptance of a deed in lieu of foreclosure by the holder (including assigns of the holder) of the promissory note secured by a first deed of trust on the Property, if the holder of such deed of trust is the grantee under the public trustee's deed or deed in lieu of foreclosure and the Housing Authority does not exercise its Option to Purchase as provided in Section 11.A, then the Housing Authority and County agree to release the Property from the requirements of these Covenants.
- D. Nothing contained herein shall require the Housing Authority to release and waive its ability to enforce these Covenants in the event of a foreclosure of a lien secured in second or subsequent position.
- E. If the Housing Authority or its assigns exercises the Option to Purchase described in this Section 11, and acquires title to the Property, the Housing Authority or its assigns may sell the Property to a Qualified Household or rent the Property to Qualified Tenants who meet the income, occupancy, and all other qualifications, established by the SAHG, until such time that the Property can be sold to an Qualified Household, or may elect to release and terminate these Covenants, with consent of the County.
- F. All obligations recorded of record against the Property and subsequent to these Covenants shall be subordinated to terms hereof.

12. **Covenants Run with the Land.** These Covenants and the terms, covenants, conditions and other provisions hereof shall constitute covenants running with title to the Property for the benefit of, and enforceable by the Housing Authority and its successors and assigns and these Covenants shall bind the Property and all subsequent owners, occupants, successors and assigns. Each and every lease and each and every contract, deed or other instrument hereafter executed conveying the Property or any portion thereof shall expressly provide that such lease or conveyance is subject to these Covenants; provided, however, that the covenants, conditions and restrictions contained herein shall survive and be effective as to lessees and

successors and/or assigns of all or any portion of the Property, regardless of whether such lease, contract, deed or other instrument hereafter executed leasing or conveying the Property or any portion thereof provides that such lease or conveyance is subject to these Covenants. Each subsequent owner(s), occupant(s) and Qualified Household(s), upon acceptance of a deed or lease of the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during an Owner's period of ownership or Qualified Household's occupancy.

13. **Obligation to Maintain Homeowner's Insurance.** Owners shall maintain at all times full replacement cost coverage for the Property through an insurance provider licensed with and compliant with the Colorado Department of Regulatory Agencies which will repair or replace the Property in the event of damage or destruction. Failure to maintain adequate homeowner's insurance shall be considered a violation of SAHG and a material breach of these Covenants.

14. **Priority.** These Covenants supersede and fully replace the 2020 Deed Restriction placed upon the Property by the County. In the event any of the provisions of these Covenants are in conflict with previously recorded Declarations, Covenants, Conditions, Restrictions, or Agreements, these Covenants shall prevail to the extent of said conflict.

15. **General Provisions.**

A. Venue. The exclusive venue for any dispute arising from or relating to these Covenants shall be the San Juan County District Court of San Juan County, Colorado.

B. Severability. If any term, provision, covenant or condition of these Covenants is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Covenants shall continue and remain in full force and effect.

C. Counting Days. If the final day of any notice, default or other event falls on a Saturday, Sunday, legal holiday recognized by the State of Colorado or day upon which the Silverton Town Hall is closed for any reason, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, legal holiday or day that the Silverton Town Hall is closed.

D. Modifications. Any modifications of these Covenants shall be effective only when made by writings signed by the Owner, the County and the Silverton

N. Actions of Silverton Housing Authority Independent from County. The actions of Silverton Housing Authority in administering and/or enforcing these Covenants are wholly independent from the County.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day and the year first written below:

9318 DEVELOPMENT VENTURES LLC

By _____

Name: _____

Its _____

STATE OF COLORADO)

) ss.

COUNTY OF SAN JUAN)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20 ___, by _____

Witness my hand and official seal. My commission expires _____

SAN JUAN COUNTY, COLORADO

By: _____

Austin Lashley, Chair of the Board of County Commissioners

Attest: _____

William Tookey, County Administrator



HOUSING AUTHORITY OF THE TOWN OF SILVERTON

By: _____
Dayna Kranker, Chair of the Board of the Housing Authority of the Town of Silverton

Attest: _____
Anne Chase, Director of the Housing Authority of the Town of Silverton

EXHIBIT A

LEGAL DESCRIPTION

Lot 27 of the Anvil Mountain Subdivision, according to the recorded plat thereof filed for record on September 30, 2011, at Reception number 148169 and Amended Easement and Setbacks filed for record on July 25, 2019, at Reception number 152386 at the Clerk and Recorder's Office, San Juan County Colorado.

foreclosure, the Silverton Housing Authority may exercise the Option to Purchase by tendering to the Holder or its assigns, in cash or certified funds, the amount equal to the amount due on the note and any additional reasonable costs incurred by the Holder during the option period. In the event of foreclosure and issuance of a public trustee's deed, the Silverton Housing Authority may exercise the Option to purchase by tendering to the Holder or its assigns, in cash or certified funds, the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the Holder during the option period which are directly related to the foreclosure.

3. **Title.** Upon receipt on the option price, the Holder shall deliver to the Silverton Housing Authority or its assignee a special warranty deed, conveying the Property to the Silverton Housing Authority or its assignee. The holder shall convey only such title as it is received through the public trustee's deed or deed in lieu of foreclosure and shall not create or participate in the creation of any additional liens or encumbrances against the Property following issuance of the public trustee's deed to the Holder. The Holder shall not be liable for any of the costs of conveyance to the Silverton Housing Authority or its assignee.
4. **Release:** Upon issuance of a public trustee's deed or deed in lieu of foreclosure to the Holder, the Silverton Housing Authority or its assigns shall have sixty (60) days in which to exercise the Option to Purchase as set forth herein by notifying the Holder in writing of its intent to exercise the option.

In the event that the Silverton Housing Authority or its assigns does not notify the Holder in writing of its intent to exercise the Option to Purchase as set forth herein, the Silverton Housing Authority's Option to Purchase and the Silverton Housing Authority SJDA 735 Martha Rose Affordability Covenants recorded at Reception Number _____ in the records of the Clerk and Recorder of San Juan County, Colorado shall be automatically released only with respect to the Property which is the subject of foreclosure as of the thirty-first day after the issuance of such public trustee's deed or deed in lieu of foreclosure. The Holder shall not be required to take any affirmative action to obtain such release.

It is the intent of the Silverton Housing Authority that the Option to Purchase and the referenced Affordability Covenants be terminated automatically upon the failure of the Silverton Housing Authority or its assigns to provide written notice of its intent to

SILVERTON HOUSING AUTHORITY:

By: _____
Anne Chase, Director

Attest: _____
Melina Marks, Secretary

EXHIBIT C

**ACKNOWLEDGEMENT OF THE SILVERTON HOUSING AUTHORITY SJDA 735
MARTHA ROSE AFFORDABILITY COVENANTS**

WHEREAS, [Buyer Name] _____ (the “Buyer”) is purchasing from [Seller Name] _____ (the “Seller”) at a price of [purchase price amount] _____, the real property and improvements located in [Address & Neighborhood] _____ more particularly described as:

Lot 27 of the Anvil Mountain Subdivision according to the plat recorded under Reception No. 148169 and Amended Easement and Setbacks recorded under Reception No. 152386, in the real property records of San Juan County, Colorado (the “Subject Property”); and

WHEREAS, the Seller of the Subject Property is requiring, as a prerequisite to the sales transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled “SILVERTON HOUSING AUTHORITY SJDA 735 MARTHA ROSE AFFORDABILITY COVENANTS” recorded on _____, 20____, under Reception No. _____, in the real property records of San Juan County, Colorado (the “Covenants,” “Use Covenants”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Affordability Covenants, has had the opportunity to consult with legal and financial counsel concerning the Affordability Covenants, and fully understands the terms, conditions, provisions, and restrictions contained in the Affordability Covenants, and agrees to abide by the Affordability Covenants.

 SILVERTON HOUSING AUTHORITY
SILVERTON 5 MARTHA ROSE
AFFORDABILITY COVENANTS

2. Buyer acknowledges that the Affordability Covenants impose a future sale to a Qualified Household at no greater than the Maximum Sales Price exclusively on the sale or conveyance of the Subject Property.

3. I/we acknowledge that no sales/purchases are exempt from the requirement that the Property be occupied by a Qualified Household in accordance with the Affordability Covenants. All future buyers shall complete an application for approval of Qualified Household status with the Silverton Housing Authority or its designee. Current and future buyers agree that (i) the Owner or lessee qualifies as a Qualified Household; (ii) the Owner uses the Property as its Primary Residence; and (iii) the Owner is in compliance with the terms and conditions of these Covenants.

4. Notice to Buyer, pursuant to Section 12 of the Affordability Covenants, should be sent to:

5. I/we direct that this acknowledgement be placed of record in the real estate records of San Juan County, Colorado and a copy provided to Silverton Housing Authority.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Printed Name

Printed Name

STATE OF _____)

) ss.

COUNTY OF _____)

 SILVERTON HOUSING AUTHORITY
SILVERTON 5 MARTHA ROSE
APARTMENT AFFORDABILITY COVENANTS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public



Willy Tookey <admin@sanjuancolorado.us>

Enterprise Zone redistricting letter of support

3 messages

Laura Lewis Marchino <laura@region9edd.org>

Tue, Feb 11, 2025 at 4:55 PM

To: "Willy Tookey - San Juan County (admin@sanjuancolorado.us)" <admin@sanjuancolorado.us>

Hello Willy,

I hope you are doing well this week...still thinking snow.

I wanted to see if I could get this letter of support regarding the Enterprise Zone redesignation possibly on a Commissioner agenda before the end of the month? I have included information below that will hopefully answer any questions. The State reviews Enterprise Zone areas every 10 years against the criteria in State Statute. We will be putting together the new EZ boundary maps this Spring, and I will definitely provide an update in person if needed. We are needing a letter of support stating San Juan is interested in continuing to participate in the program. You can definitely edit the letter as you see fit.

The Southwest Enterprise Zone includes five rural, contiguous counties (Archuleta, La Plata, Dolores, Montezuma and San Juan) ten municipalities and two Indian Tribes. This geographic area is the same region served by the Region 9 Economic Development District of Southwest Colorado (Region 9 EDD), and Region 9 EDD has served as the Southwest Enterprise Zone Administrator since the program's inception. All seventeen governmental entities in the region are represented on the Region 9 Board of Directors, and they voted on January 30, 2025 to continue Region 9's role as the Administrator of the Southwest Enterprise Zone. This year is also a required EZ boundary redesignation, and all governments will be provided information of the upcoming review, designation process, and eligible areas in their jurisdictions. Our counties and economic development organizations are asked to provide letters of support for Region 9 EDD to continue as administrator and for our counties to continue to participate in the EZ Program.

The Southwest Enterprise Zone will be composed of all eligible areas in this five-county region. Three of our five counties appear to meet the eligibility criteria as a county and the remaining two have census block groups that are eligible, including tribal lands. It is our intent to apply and include all eligible areas in the 2026 redesignation. Please see the attached letter of support that we are requesting from our participating counties, tribes and economic development organizations. If I can answer any questions or provide more information, please contact me at laura@region9edd.org.

Sincerely,

Laura Lewis Marchino, CEcD

Executive Director

**Region 9 EDD & Southwest Colorado
Council of Governments**

135 Burnett Drive, Unit 1 - Durango, CO
81301

Office: 970-247-9621

Direct: 970-828-5201

region9edd.org





SAN JUAN COUNTY COLORADO

1557 GREENE STREET
P.O. BOX 466
SILVERTON, COLORADO 81433
PHONE/FAX 970-387-5766 admin@sanjuancolorado.us

February 26, 2025

Colorado Economic Development Commission
c/o Che Sheehan, EZ Program Manager
1600 Broadway, Suite 2500
Denver, CO 80202

Re: Support for Southwest Enterprise Zone Designation

Dear Economic Development Commission members:

We are submitting this letter stating San Juan County's intent to continue its participation in the Southwest Enterprise Zone and support for the Region 9 Economic Development District of Southwest Colorado (Region 9 EDD) to serve as the Southwest Enterprise Zone Administrator. We understand that State Legislation passed in 2013 requires a review of enterprise zone designation at least once every ten years, and in that review, all geographic areas will be reviewed against current eligibility data. San Juan County has no objection to having all eligible areas included in the redistricting and would like all eligible boundaries in our county included.

We also support Region 9 EDD's continued role as the SW Enterprise Zone Administrator. They have served in this role for our five-county area, the same geographic area as the Southwest Enterprise Zone since the program's inception. Having this program is extremely important in our county and makes a financial difference for many of our businesses and nonprofit organizations. Some of our businesses have even been able to expand employment and update their equipment through this program. Most importantly Enterprise Zone Tax Credits has also helped attract and retain businesses in our community.

Region 9 EDD provides information on available EZ Credits to our businesses and economic development professionals. Region 9 EDD manages the Salesforce portal and has two staff trained to handle Enterprise Zone inquiries. In 2024, Region 9 EDD, which tracks inquiries received 23 inquires/questions on the Program in San Juan County. Region 9 EDD also recruits eligible organizations to apply as EZ Contribution Projects to help accomplish projects that will benefit their communities. The EZ Program has leveraged 80 jobs and \$37.11 Million in investment in 2024.

Thank you for your consideration.

Sincerely,

Austin Lashley, Chairman
San Juan County



Willy Tookey <admin@sanjuancolorado.us>

BOCC Board to Board Meeting

1 message

Travis Anderson <tanderson@co.montezuma.co.us>

Mon, Feb 24, 2025 at 3:37 PM

To: Chuck Stevens <cstevens@pcgov.org>, "dcdolocnty@fone.net" <dcdolocnty@fone.net>, "admin@sanjuancolorado.us" <admin@sanjuancolorado.us>, "jmharper@archuletacounty.org" <jmharper@archuletacounty.org>

Let me know how many will be in attendance from your respective Counties.

Agenda coming in the near future.

 **invite.ics**
2K

2024 Permit Fees Total: \$20,258

2024 Hours Total : 300

**SAN JUAN COUNTY
PLANNING OFFICE**

Permit Applications

Applicant	Location	Permit	Use	Status	Date
Steve and Melanie Stalzer	4465 CR 2, Lot 6 Cole Ranch Subdivision	Improvement Permit	Single Family Residential	Approved	3/17/2023
Fred App	1300 County Road 4	Improvement Permit	Storage Shed	Approved	4/12/2023
Julie and Todd Sams	Lot 1, Cole Ranch Subdivision	Plat Amendment	Move Building Envelope	Approved	5/10/2023
Boris Wise and Eva Westerholm	Tract 4, Know Your Neighbor Subdivision	Improvement Permit	Single Family Residential	Approved	5/17/2023
David Cole, Mineral King LLC	Mineral King MS #2051	Improvement Permit	Single Family Residential	Approved	9/13/2023
David Cole, Mineral King LLC	Mineral King MS #2051	Improvement Permit	Single Family Residential	Approved	9/13/2023
Richard Smiley-Silverton Glamping	Animas MS #1566B & Eastern Star Placer #17680	Improvement Permit	Glamping Resort	Dormant	2/14/2024
Kendall Mountain House LLC	Forst Lode MS #18463	Improvement Permit	Single Family Residential	Approved	4/10/2024
Kendall Mountain House LLC	Forst Lode MS #18463	Vacation Rental	Single Family Residential	Approved	4/10/2024
Carrie-Ann and Michael N. Oliver	Lot 7 of Mill Creek Lodge Estates	Improvement Permit	Single Family Residential	Approved	5/1/2024
Silverton Mountain-II2 Silverton LLC	Walla Walla MS #18063	Improvement Permit	Temporary Office Buildir	Approved	6/26/2024
Silverton Mountain-H2 Silverton LLC	Walla Walla MS #18063	Variance	Temporary Office Buildir	Approved	6/26/2024
Colbey Barrett Bonanza Boy LLC.	Shelbyville Lode MS #18168	Planned Unit Development	Silver Cloud Lodge	Preliminary Plan	7/10/2024
Kirk Huff and Teri Alexander	Winnemucca Mill Site MS #563B	Improvement Permit	Single Family Residential	Approved	8/14/2024
Thomas and Jacqueline BonAnno	Tennessee Lode MS #5985	Improvement Permit	Single Family Residential	Approved	9/11/2024
Thomas and Jacqueline BonAnno	Sampson Double MS #15355	Land Consolidation	Single Family Residential	Approved	9/11/2024
David Breed	Ute Chief Lode #18463	Improvement Permit	Single Family Residential	Sketch Plan	10/9/2024
Blake Campbell	66 Mill Creek Dr.	Special Use Permit	Vacation Rental	Tabled	11/20/2024
Travis Mohrman	GW Lode MS #1132	Improvement Permit	Storage Shed	Approved	12/13/2024
Barbara Nolan	1325 CR4A	Improvement Permit	Cabin Addition	Approved	12/13/2024
Charles and Bruce Hoch	Gladstone Girl MS #17271	Improvement Permit	Single Family Residential	Approved	1/8/2025
Charles and Bruce Hoch	Golden Eagle MS #17271	Land Consolidation	Single Family Residential	Approved	1/8/2025
Parker Harrell	Lot 13R Twilight Meadows Subdivision	Improvement Permit	Single Family Residential	Approved	1/29/2025
Coffee Bear LLC	Walla Walla MS #18063	Land Use Permit	Beverage Cart	Approved	2/12/2025
Coffee Bear LLC	Walla Walla MS #18063	Variance	Beverage Cart	Approved	2/12/2025
Damon Rose	Hector Lode USMS #14327	Improvement Permit	Single Family Residential	PC Sketch Plan	2/18/2025
Lloyd and Ester Swartz	Anglo-Saxon #1 MS #16687	Subdivision	11 Residential Lots	PC Sketch Plan	2/18/2025
3KGrowth	Lots 9, 10, & 11 of the Cascade Village Phase 2-C	Improvement Permit	3 Residential Units	Admin. Review	Current
Cascade Opportunity Zone 1 Fund LLC	Tract A-1 & Tract B-1 Cascade Village Subdivision	Improvement Permit	Extend Road and Utilities	Admin Review	