

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

January 26, 2022

**DUE TO THE COVID 19 EMERGENCY SAN JUAN COUNTY WILL CONDUCT ALL OF ITS PUBLIC MEETING VIRTUALLY UNTIL FURTHER NOTICE. THE INFORMATION NECESSARY TO CONNECT TO THIS PUBLIC MEETING IS LISTED BELOW**

**CALL TO ORDER:** 6:30 P.M.

BOCC Meeting Minutes for January 12, 2022

**APPOINTMENT**

6:40 P.M. Erick Loyer dba Rock Pirates-Land Use Permit Application OHV Outfitting and Rentals on CB Cobb Lode in Howardsville

**CORRESPONDENCE**

Gina Myers-Sunnyside Gold Corporation

Katherine Jenkins Consent Decree - Gold King Mine Release

**OLD BUSINESS**

**NEW BUSINESS**

Southwest Opioid Response District Intergovernmental Agreement

December Financial Report

2021 Abstract of Assessment

Public Comment

Commissioner and Staff Reports

**Next Regular Meeting – February 9, 2022 8:30 A.M.**

Join Zoom Meeting

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

Meeting ID: 921 3647 3203

One tap mobile

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Meeting ID: 921 3647 3203

SAN JUAN COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING WEDNESDAY, JANUARY 12, 2022  
AT 8:30 A.M.

Call to Order: The meeting was called to order by Chairman Scott Fetchenhier. Present were Commissioners Ernie Kuhlman and Austin Lashley, and Administrator William Tookey.

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

Minutes: Commissioner Lashley moved to approve the minutes of December 15, 2021 as presented. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

Chairman Scott Fetchenhier declared the business of 2021 to be completed.

Upon completion of old business, the Commissioners began their board reorganization for 2022.

Commissioner Kuhlman moved to appoint Commissioner Fetchenhier as Chairman of the Board of Commissioners and Commissioner Lashley as Chairman Pro Tem. Commissioner Lashley seconded the motion. The motion passed unanimously.

Chairman Fetchenhier called the meeting to order. Present were Commissioners Ernie Kuhlman and Austin Lashley, and Administrator William Tookey.

Commissioner Kuhlman moved to designate the 1557 Greene St. Courthouse Entrance as the official location for the posting of meetings. Commissioner Lashley seconded the motion. The motion passed unanimously.

Public Health Director Becky Joyce, Emergency Manager Jim Donovan and Public Information Officer DeAnne Gallegos were present to provide the Commissioners with a COVID-19 update.

Social Services Director Martha Johnson was present to provide the Commissioners with a monthly update. Commissioner Kuhlman moved to approval Transmittal #11 in the amount of \$7,613.24. Commissioner Lashley seconded the motion. The motion passed unanimously.

The Annual Treasurer's Report was presented to the Commissioners for their review. Commissioner Kuhlman moved to approve the Treasurer's report as submitted. Commissioner Lashley seconded the motion. The motion passed unanimously.

A Public Hearing was held to receive comment concerning a Land Use Permit Application for Sasquatch Expedition Campers to manufacture and sell campers from an existing structure on the Blanche Placer. Upon completion of the public hearing Commissioner Lashley moved to approve the application with the conditions as presented by staff. Commissioner Kuhlman seconded the motion. The motion passed unanimously.

A Public Hearing was held to receive comment concerning a Land Use Permit Application from Erick Loyer to operate his outfitting and ohv rental operations on the C.B. Cobb Lode in Howardsville.

Commissioner Lashley recused himself from the discussion due to a potential conflict of interest. Several letters were received in opposition to the permit application. Several of the neighboring property owners also spoke in opposition to the proposed use. The applicant volunteered to provide \$5.00 per rented ohv to go to the county to help mitigate the dust and road damage that his vehicles would contribute to. Upon completion of the public hearing a motion was made Chairman Kuhlman to table a decision until further information could be presented. Commissioner Fetchenhier seconded the motion. The motion passed with Kuhlman and Fetchenhier voting yes. That additional information the Commissioners requested was comments from San Juan Basin Health concerning stormwater management of the water used to wash the machines and comments from the Sheriff concerning traffic safety.

Lois MacKenzie was present to provide the Commissioners with an update on the Silverton Clinic.

Planning Director Lisa Adair was present to provide the Commissioners with her monthly staff report.

Administrator Tookey provided the Commissioners with a sales tax update.

The Commissioners discussed the Appointments to Boards and Offices. Commissioner Lashley moved to keep all appointments for 2022 the same as they were in 2021 with the exception of the Tourism Board. Commissioner Kuhlman seconded the motion. The motion passed unanimously.

The Commissioners received four applications for the Tourism Board. Austin Lashley moved to appoint Lisa Branner, Tiffany deKay and Brooke Stillwell to serve on the Tourism Board for 2022 and 2023 and to appoint Judy Graham to serve as the alternate on the Tourism Board for 2022. Commissioner Kuhlman seconded the motion. The motion passed unanimously.

A lease purchase agreement from Caterpillar Financial Services Corporation for the extension of the lease agreement on the 2015 Caterpillar D6TVP Tractor with the payment amount of \$36,798.00. Commissioner Lashley moved to approve the Lease Purchase Agreement as presented. Commissioner Kuhlman seconded the motion. The motion passed unanimously.

Having no further business, the meeting was adjourned at 11:50 A.M.

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Scott Fetchenhier, Chairman

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Ladonna L. Jaramillo, County Clerk

## MEMORANDUM

January 26, 2022

TO: San Juan Regional Planning Commission

FR: William A. Tookey

RE: Land Use Permit, Erick Loyer dba Rock Pirates Backcountry Adventure Tours and Rentals Sketch Plan Submittal-C.B. Cobb Lode USMS #566

Mr. Erick Loyer dba Rock Pirates, has submitted a Land Use Permit application for the operation of a summer outfitting and off highway vehicle (OHV) rental operation on the C.B. Cobb Lode in the Howardsville area. Site improvements would also include a public OHV staging area and information kiosk. Rock Pirates would retain their Silverton office and encourage their clientele to use their Silverton Parking and provide a complimentary shuttle service to reduce dust and traffic on County Road 2.

The property is currently owned by Susan Toms but is under contract to be purchased by Mr. Loyer. Ms. Toms has provided a letter stating that she has authorized Mr. Loyer to submit a Land Use Permit Application.

The Planning Commission reviewed the application during their meeting of December 14<sup>th</sup> and recommended approval with conditions.

A public hearing was held during the BOCC Regular Meeting of January 12, 2022. Upon the completion of the public hearing, the Commissioners discussed the Land Use Permit application and moved to table a decision until additional information could be provided. The Commissioners requested comments from Sheriff Bruce Conrad concerning the traffic safety of the area and information from a regulatory agency concerning using a power washer to clean the machines on a daily basis.

Sheriff Conrad was provided with a copy of the Land Use Permit application, the staff report and he had a conversation with the applicant. Sheriff Conrad responded via email stating that he felt confident that Rock Pirates could operate safely at the proposed location. His email is attached.

The Colorado Department of Public Health and Environment was contacted concerning any permitting needs or regulations for the use of a power washer to clean the OHVs on a daily basis. Mike Harris an Environmental Protection Specialist with CDPHE stated that this would be considered a Low Risk Discharge and does not require a permit. What is required is for the applicant to comply with Low Risk Discharge Guidance. A copy of this discharge guide is included.

It should be noted that the public hearing was completed and closed. There are additional letters commenting on the application attached to the packet for your information, but the Commissioner's focus should be on the additional information that was requested and provided.

Upon completion of the review of the additional information and discussion amongst the Commissioners a motion can be made to approve the application, approve the application with conditions, table a decision until additional information is provided or deny the application for cause.

The Commissioners could also consider an alternative to the application and move to approve the OHV business but deny the staging area. The application is not requesting the construction of any new structures nor the removal of any existing structures that would permanently harm the historic landscape. Eliminating the earthwork for the staging area would greatly reduce any potential historic impact on the site.

Elimination of the staging area would also reduce the noise levels and traffic congestion to the surrounding property owners.

It is unknown what the impact of eliminating the staging area would have on the dust impact. That will all depend upon where the vehicles ultimately stage from.

Should the Commissioners choose to approve the application they should do so with the following recommendations from staff and the Planning Commission.

Denying the staging area would also preserve the vegetation at that location and reduce the scenic impact.

The applicant had proposed the staging area to assist with the OHV needs for additional staging areas in the county due to the elimination of OHVs operating within the Town of Silverton.

The applicant has proposed a voluntary fee of \$5.00 per rented OHV to be collected for the county to be used for dust control and road maintenance to help mitigate the impact of OHVs on county roads.

Should the Commissioners choose to approve the application, staff would recommend that they do so with the following conditions:

1. That the applicant acknowledge that emergency services will not be available in a timely manner and perhaps not at all.
2. That the applicant be placed on the Town of Silverton's Utility billing system for water and refuse.
3. All improvements, earthwork and operations on the C.B. Cobb Lode 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 all OHVs have a decibel level of 96 dBA or less.

5. That the staging area meet all requirements of San Juan Basin Health and Environment, Colorado Department of Public Health and Environment and any other Federal or State agency.
6. That any power washing be in compliance with Colorado Department of Health and Environment's Low Risk Discharge Guidance and best management practices.
7. That any water uses from the operation be prevented from creating mud or other adverse impact on the County Roads.
8. That the hours of operation be limited to 8:00 am to 7:00 pm and that the OHVs, power washer and other equipment only be operated during those hours except in emergency situations.
9. Provide a detailed daily operating plan that would minimize the noise and dust impact upon the surrounding property owners.
10. That the outfitting and rental business be limited to a maximum number of 50 OHVs.
11. That bear resistant trash cans be provided in both the staging and machine rental areas (not required in staging area if staging area is denied).
12. That at least one portable toilet be placed in the staging area for general public use (not required if staging area is denied).
13. That the property is clearly signed to prevent trespass and prevent blocking gates and driveways on the adjoining properties.
14. That a traffic safety plan be developed with the County Sheriff's Office and County Road Department. Any required signage and installation would be at the applicant's expense.
15. That signage be installed at the applicant's expense to create a No Parking area on CR 2 or CR 4 adjacent to the CB Cobb Lode.
16. That any lighting of the area be in compliance with the County Dark Skies Regulations.
17. That the historic structures on the site be preserved and that no earthwork on the property is started until the site has been reviewed by the Historic Review Committee or other Historic Authority if necessary.
18. That the applicant enter into an agreement with San Juan County to provide a voluntary payment to the County in the amount of \$5:00 per OHV vehicle rental.

19. The failure to comply with these conditions shall be grounds for the revocation of this Land Use Permit
20. Any other conditions that the Commissioners deems necessary.

Should the Commissioners choose to deny the application they should do so for cause such as identifying any and all impacts upon the surrounding properties, to the historic preservation of the site or other reasons that the application is not in compliance with the San Juan County Master Plan or the Zoning and Land Use Regulations.



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

## Rock Pirates

**Bruce Conrad** <sheriffconrad@sanjuancolorado.us>  
To: Willy Tookey <admin@sanjuancolorado.us>

Sat, Jan 22, 2022 at 11:20 AM

Thank you Willy, after reviewing the application and having a discussion with Mr. Loyer regarding the safety concerns of this venture, I feel confident Rock Pirates could operate safely in this location. My major concern would be parking along CR2 & CR4 creating a bottleneck for through traffic and potential for vehicle/pedestrian collisions. I expressed to Mr. Loyer my desire for increasing off-street parking opportunities on the property, as well as creating a solid signage plan to make through traffic aware of the congestion and pedestrian traffic. Mr. Loyer also suggested his staff would assist in keeping things safe as his rental units leave the property by facilitating traffic control much in the way they do with their winter operations while crossing the highway.

Overall, I feel this is an appropriate place for this type of operation and appreciate Mr. Loyer's adaptation to our changing OHV issues and enforcement. Rock Pirates has proven to this office to be a well run business and their presence in the county has great potential to augment enforcement of backcountry rules and safety in general. Mr. Loyer offers to contribute significantly to the county's road maintenance fund at a rate of \$5 per rental, and with the county asking him to take on the costs of the needed signage, I see this proposal as a benefit to the county.

As with most new ventures, there are bound to be growing pains in the first season as we figure out how to best accommodate this business as well as the increased number of OHVs needing to stage in the county. I feel comfortable working with the Rock Pirates organization in working through the issues that are sure to arise, and reaching a safe mode of operation for all. Please consider this response my approval of the application, and know I am happy to further discuss if necessary. Sheriff Conrad

[Quoted text hidden]

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



# STATE OF COLORADO

Bill Ritter, Jr., Governor  
Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

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Colorado Department  
of Public Health  
and Environment

## **LOW RISK DISCHARGE GUIDANCE:** **DISCHARGES FROM SURFACE COSMETIC POWER WASHING** **OPERATIONS TO LAND** **JULY 2010**

This discharge guidance has been developed in accordance with the WQP-27, Low Risk Discharges and addresses the discharge of surface cosmetic power wash wastewater (wastewater) to land, i.e., permeable areas. The Division has not developed a general permit for this type of discharge, and is instead managing the discharge through the development of guidance. When the provisions of this guidance are met, the Division will not actively pursue permitting or enforcement for this category of discharges, unless on a case-by-case basis the Division finds that a discharge has resulted in pollution or degradation of state waters. This low risk guidance replaces the Division's current power washing guidance document.

Surface cosmetic power washing (power washing) is the washing of surfaces exposed to precipitation, through the application of water only, and includes the use of transportable equipment to wash various surfaces. Discharges to land from power washing are a type of industrial activity that are typically short term and of small volume that, with proper management, are not expected to contain pollutants in concentrations that are toxic or in concentrations that would cause or contribute to a violation of a groundwater water quality standard. A large number of these types of discharges occur state-wide every day. Permitting these discharges is resource intensive and does not result in a clear general benefit to environmental quality.

Discharges from power washing operations to surface waters, including irrigation ditches, are not included in the scope of this guidance document. This includes discharges that reach surface waters either directly or through conveyance systems. Conveyance systems include but are not limited to streets, curb and gutter, inlets, ditches, open channels, etc. The Division is evaluating these discharges separately because they pose a significantly greater potential for causing or contributing to a violation of a surface water quality standards. This is because the transport pathway for these discharges is much more direct and the pollutant potential is higher relative to the more stringent standards for aquatic life that apply.

The following conditions must be met by anyone discharging power washing wastewater to land:

- The discharges shall only be from the washing of surfaces exposed to precipitation such as building exteriors, outdoor parking lots, sidewalks, patio areas, and exteriors of vehicles (except for vehicles beds, chutes, or other surfaces used for containing or transferring materials).
- The discharge shall not be from washing activities associated with spills that require reporting pursuant to 25-8-601(2), C.R.S. Refer to Division Policy WQE-10 for additional information. The Policy is available online at [www.cdphe.state.co.us/wq/WhatsNew/SpillGuidanceDocument.pdf](http://www.cdphe.state.co.us/wq/WhatsNew/SpillGuidanceDocument.pdf) or by contacting the Division.
- Discharges to permeable stormwater conveyances such as swales and dry detention basins is allowed only when the following additional requirements can be met:
  - The permeable conveyance is designed to handle the amount of water being discharged and all water shall soak into the permeable area, i.e. cannot be conveyed or transported to surface water during future storm events.
  - No standing or flowing water can be in the permeable conveyance at the time of discharge.

- This provision does not apply to irrigation ditches including dry irrigation ditches, as irrigation ditches are considered unclassified state waters.
- Discharges to permeable stormwater conveyances must meet all other conditions of this guidance.
- All water shall soak into the land.
- The addition of chemicals and detergents to the wash water or to the discharge is strictly prohibited.
- Floating or solid materials shall not be evident in the discharge.
- A visible sheen shall not be evident in the discharge.
- The discharge shall not be harmful to vegetation.
- The discharge shall not cause erosion of a land surface.
- The discharge shall not occur during a stormwater runoff event.
- The wastewater may reach the street, curb flow line, impermeable channels, or other open impermeable areas provided that it remains in the operators' control and is immediately collected (including all deposited pollutants) for discharge in accordance with all conditions of this guidance.
  - All discharges must comply with the lawful requirements of federal agencies, municipalities, counties, drainage districts, and other local agencies regarding any discharges to storm drain systems, conveyances, or other water courses under their jurisdiction.

The following Best Management Practices (BMPs) should be followed, as necessary, by anyone discharging power washing wastewater to land. These BMPs have been developed by the Division to help ensure that the discharge will not negatively affect water quality.

- All BMPs used to meet the provisions of this guidance document must be selected, installed, implemented and maintained according to good engineering, hydrologic and pollution control practices. These BMPs must be adequately designed to provide control for all potential pollutant sources associated with the discharge of power washing wastewater to land.
- Solids and any pooled liquids other than stormwater should be removed from the surface to be cleaned prior to power washing.
- A filter bag or similar filtration device should be used to remove any suspended solids. This device should be used and maintained in accordance with the manufacturers specifications.
- An absorbent oil pad, boom or similar device should be used to eliminate any oil from the discharge water.
- The discharge should be applied at a rate to minimize ponding so there is no potential for the water to flow to surface water.

The following are alternatives for disposing of power washing wastewater:

- Contact the local wastewater treatment facility to determine whether or not discharge of the wash water to the sanitary sewer system is allowed. If discharge to the sanitary sewer is approved by the wastewater treatment facility, collect the wash water and send it to the sanitary sewer system in accordance with the requirements of the wastewater treatment facility.
- Collect the wash water and dispose of it appropriately at a disposal facility.
- Remove solids and any pooled liquids prior to washing, fully contain the wash water on an impervious area, and allow it to completely evaporate. This activity must be conducted under the control of the operator, and in a manner that prevents any potential discharge to a storm sewer or other conveyance to surface water.
- Apply for coverage under a CDPS Individual Permit.

**Contact Information:**

Questions regarding this action should be forwarded to Nicole Rolfe at: [nicole.rolfe@state.co.us](mailto:nicole.rolfe@state.co.us)



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

## FURTHER INPUT INTO ROCK PIRATES LAND USE APPLICATION FOR CB COBB

1 message

**William Ogle** <bogle@airmail.net>

Sun, Jan 23, 2022 at 8:27 AM

To: Willy Tookey <admin@sanjuancolorado.us>, ladair@silverton.co.us

Cc: Bill Ogle <bogle@airmail.net>, Bev Rich <beverlyrich@gmail.com>, Kim Eisner <kim@ekimbiz.com>, "Steve Rich stephen@silvertonphotographics.com" <stephen@silvertonphotographics.com>, Patty Dailey <timetogo1450@yahoo.com>, Jerry Hoffer <silvrton@gmail.com>, Scott Fetchenhier <sfetchenhier@yahoo.com>

TO: COUNTY COMMISSIONERS

DATE: JANUARY 23, 2022

RE: ROCK PIRATES LAND USE APPLICATION

My thanks to the Property Owners and Taxpayers of the Howardsville area, and especially the Directors of the SJCHS for getting involved in this attempt to destroy Historic Howardsville.

It is obvious by the recent landowner's response, that a poor job was done getting the proposed "Land Pirates Land Use Application" out.

Howardsville is part of San Juan History, being the county seat before Silverton.

Planning should have required the San Juan Co Historical Society's input and approval, rather than pushing this through "Under the Radar". The Historic House on the CB Cobb was built around 1874!

Building Permits in this area REQUIRE SIGN OFF by the Historical Society. Why didn't this one?

The SJCHS is strongly opposed to this damage to Howardsville and the History of San Juan Co.

Covering the Historic CB Cobb with gravel, parking 50 or more RZR's, fuel trailers, power washers, and portable toilets, and parking 60 customer vehicles across CR2, will ruin the Historic significance of Howardsville. You would not permit this operation in the middle of Animas Forks!

Additionally, the Commissioners should not approve this proposal for the following reasons which have been covered in the hearing and letters:

- NOISE 50 RZR'S TIMES 96 dBA EACH, MOSTLY AT 8-10AM
- DUST ALREADY A PROBLEM
- TRAFFIC PROBLEMS
- DANGER TO CUSTOMERS CROSSING CR2
- CUSTOMERS ARE NOT GOING TO PARK IN TOWN AND WAIT FOR A SHUTTLE WHEN THEY CAN DRIVE AND PARK THERE
- POLLUTION FROM WASHING VEHICLES AND POSSIBLE FUEL SPILLAGE, AFFECTING THE CUNNINGHAM CREEK AND ANIMAS RIVER. RESIDENTS HAVE WELLS USING GROUND WATER AND CUNNINGHAM CREEK WATER
- ARCHAEOLOGICAL IMPACT. THE SILVERTON NORTHERN RAILROAD GRADE GOES THROUGH WHERE THEY ARE PLANNING EARTHWORK (DOSING) FOR PARKING
- SEPTIC ON PROPERTY WAS FOR A ONE BEDROOM HOUSE, NOT A COMMERCIAL OPERATION SERVING 50 RZR'S WITH 100 TO 200 CUSTOMERS. PORTABLE TOILETS ON BOTH SIDES OF THE ROAD DO NOT IMPROVE THE SCENIC QUALITY OF HOWARDSVILLE

- ROAD DAMAGE
- FIRE DANGER
- PARKING IS ON THE HISTORIC ROAD NEXT TO THE LITTLE NATION MILL AND HISTORIC CABIN. "NO TRESPASSING" SIGNS ARE NOT A DETERRENT. ONE SKETCH SHOWS BLOCKING ACCESS TO MY HOME.

I know the residents of Silverton want the ORV operation out of town, but the Rock Pirates need to find a suitable location that is not a HISTORIC SITE, and the BOCC should reject this application!



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

## Rock Pirates proposal

1 message

Kim Eisner &lt;kim@artsilverton.com&gt;

Mon, Jan 24, 2022 at 11:28 AM

To: "sfetchenhier@aol.com" &lt;sfetchenhier@aol.com&gt;, austinlashley@gmail.com, Willy Tookey &lt;admin@sanjuancolorado.us&gt;

TO: County Commissioners

RE: Rock Pirates Proposal

Date: January 24, 2022



Surrounding residents have strongly indicated they are NOT in favor of allowing a permit for the intended use (all except for the family selling the subject property). As the adjacent neighbor, I totally object to allowing this proposal and the proposed property abuse.

A historic townsite would be a leveled site of gravel with 50 razors, 60 autos, gas trucks, and lots of portable toilets. It would become the view of the new "potty park"! Here are the photos of then and now.... Just imagine the change in my view and those driving into what was Howardsville.

And imagine the sound of engines roaring at 7am that will bounce off the mountains and double or triple the sound - think of fireworks in town doubled. No conversation could be heard. Goodbye peaceful existence! This is the narrowest part of Co Rd 2 between Silverton and Eureka, great for bouncing noise.

Water contamination is a huge issue for our water supply and the EPA. Runoff from washing vehicles will be a straight shot from the site to the Cunningham which rolls into the Animas. After, of course, it flows over the Co Rd 4. The applicants didn't even care enough for the neighborhood to even address the issue. And where were they planning to get all that water? The cistern couldn't collect enough water for one day of washing 50 vehicles.

I am writing a book about Howardsville and its history. Sure hate to end it with the chapter explaining why the County Commissioners would destroy such a historic site.... The first County Seat on the western slope of Colorado... first Court House on the western slope... first post office on the western slope.

If Commissioners are not rewriting code, then they are sure setting an example for getting around it if this proposal is permitted. **Please do not approve this proposal!!**



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53K



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

**Rock Pirates application questions**

1 message

**Stacie Hunsicker** <nella2122@yahoo.com>

Tue, Jan 25, 2022 at 10:49 AM

Reply-To: Stacie Hunsicker &lt;nella2122@yahoo.com&gt;

To: "admin@sanjuancolorado.us" &lt;admin@sanjuancolorado.us&gt;

William Tookey,

I'll start with my name is Stacie Hunsicker and I own property in Cunningham Gulch. You are might familiar with me after our permit approvals last year for a gate, rv pad, signs, etc. After installing the gate by code 30 feet from our own road that we own there have been serious issues with people trespassing, camping, parking, and trashing our beautiful property. We had to move big rocks to try and block vehicles from parking on the grass and vegetation. If the Rock Pirates put in an atv staging ground in Howardsville then the traffic is going to increase along with issues in and around the area. My property and adjacent land owners having more trespassing issues. It is going to be unsightly to have 50 to 60 ohvs , porta potties, pressure washers, and vehicles just parked blocking the beautiful views. It will ruin the atmosphere of what the San Juans are about. I have quite a few concerns and questions that I couldn't find answers to in the application submitted. Why are the 50 OHV's, porta potties, pressure washers, 60 visitor vehicles, hundreds of people, visitor center, and trash cans not superimposed on any pictures? Has there been a current avalanche study or flood plain study done to evaluate the safety of hundreds of people? Has there been a study to show an environmental impact on the pressure washing of possible contaminates off of the OHV's? Where would that water go? Is it safe for the wildlife to drink? Will the local water be contaminated? Has the Army Corps of Engineers been contacted? If so why were their findings not included in the application? Where is the geological map, flood plane, and avalanche maps? Have the adjacent land owners been contacted? There is no list of adjacent land owners in the application. The original 1994 improvement permit was for a store and miners village to teach history is that still part of the plan? There is talk about a visitor center but what about the original 1994 plans? How is this going to affect local wildlife and the vegetation since moose, deer, bear, and marmot frequent the area? How is the dust going to affect the cabin owners that are nearby? Where is the trash going to go? Will there be trashcans? How many porta potties will be used? Has the historical society been contacted?

I understand I'm in Cunningham Gulch about 2800 feet from the proposed staging area but it's close enough to me that I would like my objection to be considered. I'm formally objecting to the Rock Pirate staging area, parking, and atv business in Howardsville. Businesses should stay in town unless they are protecting or teaching the history of the San Juans.

Thanks,

Stacie Hunsicker

[Sent from Yahoo Mail on Android](#)

# San Juan County Historical Society

P.O. Box 154

Silverton, Colorado 81433

January 24, 2022

TO: San Juan County Commissioners  
FROM: San Juan County Historical Society  
RE: Rock Pirates Proposed Business at Howardsville

The Society thinks this is an inappropriate business for the very historic site of Howardsville, the first county seat on the western slope of Colorado. We feel that it will impact this historic site negatively. There are several archaeological sites nearby or adjoining the CB Cobb, including the Hayden Campsite, the Little Nation Mill and what could very well be the oldest cabin on the Western Slope. Some of the buildings in Howardsville date to 1874—the year that the Brunot Treaty was signed with Chief Ouray, which opened the San Juans to white settlement—a very important date in San Juan County and Colorado history. Not to mention that the Silverton Northern Railroad bed and the Green Mountain spur up Cunningham Gulch also crosses their property. We do not allow digging, plowing or building on our historic railroad beds. All of these sites are within walking distance of the proposed business. All of them are in delicate shape and any intrusion on them could be very deleterious, as well as unsafe. This is a very busy intersection as it is, and adding all that traffic could make it very dangerous.

Heritage tourism is a big part of our economy—people come to see our historic sites. We have worked for decades to preserve these sites—Animas Forks, the Old 100 Boardinghouse, the Sunnyside Mill foundation at Eureka—all for the good of our economy, as well as a legacy that we can leave to generations to come. Howardsville is not the place for this business.

Voting YES: Kim Eisner, Beverly Rich, Jerry Hoffer, Steve Rich, Zeke Zanoni  
Not voting: Patty Daily, Scott Fetchenhier

*Preserving the History of San Juan County, Colorado*



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**Colin Peterman**

667 Reuse St.  
Silverton, CO 81433  
(720) 527-8798  
[colin@coalbankcafe.com](mailto:colin@coalbankcafe.com)

24th January 2022

**Willey Tookey**

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

Dear Administrator,

I am writing to you to offer my support for Rock Pirates Backcountry. As our county continues to attract more and more motorized traffic every year there seems to be a spotlight and unfair scapegoating of recreation based businesses. There is no denying that challenges are created by this increase in visitors, but local businesses should not be punished for the problems that will exist with or without OHV traffic. Rock Pirates can and should be allowed to be a partner focused on solving these problems and creating the economic power to solve more. Rock Pirates has been a local success story rising from a small family snowmobile operation to a major employer and multi season tour company with extensive permits from multiple authorities in good standing. Rock Pirates has also been an adaptable and amenable partner for San Juan County and Silverton, operating under whatever system the county and town have allowed, while being a reliable source of charity and community involvement.

The amount of summer traffic will continue to rise along all county roads and the concerns of the summer residents will rise with them. There must be solutions that will suit all parties and not discourage the potential growth of a staple local business. Working together with Rock Pirates as well as the homeowners of Howardsville I'm confident that the county can find a way to help local business and appease residents. Given the challenges of limited land in San Juan County and the need for sustainable business in our community, I hope that the commission will see fit to approve this application and look to encourage and clear systemic barriers for the potential future business that may want to come here.

Sincerely,

**Colin Peterman**

**Owner Coal Bank Cafe & Deli**





Search all conversations

# DOJ Lodges Consent Decree detailing BPMD Settlement Ext

**Cooper, William** <Cooper.William@epa.gov>

to me, Michael, Ann, Anthony, Beth, Blake, barbara.mclachlan.house@state.co.us, director@sjcph.org, Eliza

Good morning,

On January 20, 2022, the U.S. Department of Justice, on behalf of the Environmental Protection Agency (EPA), lodged a consent decree with the U.S. District Court for the District of New Mexico. The consent decree, between the State of Colorado, and Sunnyside Gold Corporation and its Canadian parent company Kinross Gold Corporation, provides the framework for the continued cleanup of mining-related contamination, inform the public about the consent decree, and protect the environment.

The public will have the opportunity to review and comment on the proposed agreement during a formal comment process. The comment process can be accessed here: <https://www.justice.gov/enrd/consent-decree/re-gold-king-mine>. The consent decree has been published in the Federal Register. The United States will review and respond to comments received. The consent decree will be reviewed by the district court judge presiding over the case.

Best regards,



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

## DOJ Lodges Consent Decree detailing BPMD Settlement

1 message

Cooper, William &lt;Cooper.William@epa.gov&gt;

Fri, Jan 21, 2022 at 8:39 AM

To: "admin@sanjuancolorado.us" <admin@sanjuancolorado.us>, "Alpern, Michael" <Alpern.Michael@epa.gov>, Ann Oliver <annsoliver@gmail.com>, Anthony Edwards <Anthony@sholleredwards.com>, "Archer, Beth (she/her)" <archer.elizabeth@epa.gov>, "Atkins, Blake" <Atkins.Blake@epa.gov>, "barbara.mclachlan.house@state.co.us" <barbara.mclachlan.house@state.co.us>, "director@sjcph.org" <director@sjcph.org>, "Berg, ElizabethG" <Berg.ElizabethG@epa.gov>, "Brad.Blake@co.laplata.co.us" <Brad.Blake@co.laplata.co.us>, "bdevine@sjbpublichealth.org" <bdevine@sjbpublichealth.org>, "Carly.DeLong@co.laplata.co.us" <Carly.DeLong@co.laplata.co.us>, "Chilingaryan, Sona" <Chilingaryan.Sona@epa.gov>, "chris@frontier.net" <chris@frontier.net>, "Christensen, Stanley" <Christensen.Stanley@epa.gov>, "CNinde@sjbpublichealth.org" <CNinde@sjbpublichealth.org>, "clarrick@utemountain.org" <clarrick@utemountain.org>, "communications@silverton.co.us" <communications@silverton.co.us>, Connie Clementson <cclementson@blm.gov>, "Cook, Robert" <Cook.Robert@epa.gov>, "dallison@utah.gov" <dallison@utah.gov>, "Darrin.Parmenter@co.laplata.co.us" <Darrin.Parmenter@co.laplata.co.us>, "Lohwater, Natasha" <Lohwater.Natasha@epa.gov>, "DeGarmo, Todd" <DeGarmo.Todd@epa.gov>, "dennis.mcquillan@state.nm.us" <dennis.mcquillan@state.nm.us>, "don.coram.senate@state.co.us" <don.coram.senate@state.co.us>, Doug Jamison <doug.jamison@state.co.us>, "efrost@southernute-nsn.gov" <efrost@southernute-nsn.gov>, "egaddis@utah.gov" <egaddis@utah.gov>, "ewaters@blm.gov" <ewaters@blm.gov>, "esther.godson@usda.gov" <esther.godson@usda.gov>, "Fetner, William, NMENV" <william.fetner@state.nm.us>, "Gray, David" <gray.david@epa.gov>, "Hartstebbins, Maggie, NMENV" <maggie.hartstebbins@state.nm.us>, "Hookey, Camela -FS" <chooley@fs.fed.us>, "Hou, James" <Hou.James@epa.gov>, "Bowen, Ian" <Bowen.Ian@epa.gov>, "Jason.King@coag.gov" <Jason.King@coag.gov>, "Jenkins, Joy" <Jenkins.Joy@epa.gov>, "John, Forrest" <John.Forrest@epa.gov>, "Jones, Athena" <Jones.Athena@epa.gov>, "Keller, Melanie" <Keller.Melanie@epa.gov>, "Kirstin.Brown@state.co.us" <Kirstin.Brown@state.co.us>, "kdoebble@blm.gov" <kdoebble@blm.gov>, "laura.dixon" <laura.dixon@state.co.us>, "Leslie.Jakoby@co.laplata.co.us" <Leslie.Jakoby@co.laplata.co.us>, "Levi.Lloyd@durangogov.org" <Levi.Lloyd@durangogov.org>, "sari.levin@sol.doi.gov" <sari.levin@sol.doi.gov>, "ljollon@sjbpublichealth.org" <ljollon@sjbpublichealth.org>, "lparham@utah.gov" <lparham@utah.gov>, "lrichard@blm.gov" <lrichard@blm.gov>, "lsanchez@southernute-nsn.gov" <lsanchez@southernute-nsn.gov>, "mark.rudolph@state.co.us" <mark.rudolph@state.co.us>, Mark Garman <mark.garman@state.nm.us>, "Marsha.Porter-Norton@co.laplata.co.us" <Marsha.Porter-Norton@co.laplata.co.us>, Ben Martinez <bsmartinez@fs.fed.us>, "Matt.Salka@co.laplata.co.us" <Matt.Salka@co.laplata.co.us>, "McDill, Teresa, NMENV" <Teresa.McDill@state.nm.us>, "thomas.mcnamara@state.co.us" <thomas.mcnamara@state.co.us>, "Mekeel, Edward" <mekeel.edward@epa.gov>, "melissa.youssef@durangogov.org" <melissa.youssef@durangogov.org>, "mgarcia@blm.gov" <mgarcia@blm.gov>, "Michaelene.Kyralla@state.nm.us" <Michaelene.Kyralla@state.nm.us>, Michelle Furi <michelle@mountainstudies.org>, Mike Stark <mstark@sjcounty.net>, "Naftz, Douglas" <Naftz.Douglas@epa.gov>, "Neeley, Devin" <devin.neeley@sjcounty.net>, "Neibaur, Elena" <Neibaur.Elena@epa.gov>, "ninaaachester@navajo-nsn.gov" <ninaaachester@navajo-nsn.gov>, "nnepawq@frontiernet.net" <nnepawq@frontiernet.net>, "oem@sanjuancountycolorado.us" <oem@sanjuancountycolorado.us>, "Parker, Robert" <Parker.Robert@epa.gov>, "Pease, Karen" <Karen.Pease@durangogov.org>, "Poulet, Chris" <Poulet.Chris@epa.gov>, "Prograss, Christina" <Prograss.Christina@epa.gov>, "Gruebel, Ralph, NMENV" <ralph.gruebel@state.nm.us>, "aratcliff@southernute-nsn.gov" <aratcliff@southernute-nsn.gov>, "Reems, Shera (she/her)" <Reems.Shera@epa.gov>, "Rogers@lpcattorney.org" <Rogers@lpcattorney.org>, "Roose, Rebecca, NMENV" <Rebecca.Roose@state.nm.us>, "Sanchez, Brian" <sanchez.brian@epa.gov>, "sbhall@blm.gov" <sbhall@blm.gov>, "sclow@utemountain.org" <sclow@utemountain.org>, "msmeins@blm.gov" <msmeins@blm.gov>, "Smidinger, Betsy" <Smidinger.Betsy@epa.gov>, "Steltzer\_H@fortlewis.edu" <Steltzer\_H@fortlewis.edu>, "Sudweeks, Scott" <ssudweeks@cdc.gov>, "susan.walker@state.nm.us" <susan.walker@state.nm.us>, Suzanne Copping <scopping@blm.gov>, "Tellez, Debra" <Tellez.Debra@epa.gov>, "terry.hoecker@durangogov.org" <terry.hoecker@durangogov.org>, "Todd, Andrew" <Todd.Andrew@epa.gov>, "Tom, Priscilla" <Tom.Priscilla@epa.gov>, "tracie.white" <tracie.white@state.co.us>, "trevor.denney@state.co.us" <trevor.denney@state.co.us>, "Urdiales, Aaron" <Urdiales.Aaron@epa.gov>, "Wangerud, Ken" <wangerud.ken@epa.gov>, "Wardell, Christopher" <Wardell.Christopher@epa.gov>

Cc: "Jenkins, Katherine" <jenkins.katherine@epa.gov>, "Broughton, Meg" <Broughton.Meg@epa.gov>

Good morning,

On January 20, 2022, the U.S. Department of Justice, on behalf of the Environmental Protection Agency, U.S. Department of Interior (DOI), and the U.S. Department of Agriculture (USDA), lodged a consent decree with the U.S.

District Court for the District of New Mexico. The consent decree details a settlement agreement between the United States, the State of Colorado, and Sunnyside Gold Corporation and its Canadian parent company Kinross Gold Corporation concerning the Bonita Peak Mining District Superfund site. This settlement agreement provides the framework for the continued cleanup of mining-related contamination, inform the development of future cleanup remedies, and will protect public health and the environment.

The public will have the opportunity to review and comment on the proposed agreement during a formal public comment period. Information on the consent decree and public comment process can be accessed here: <https://www.justice.gov/enrd/consent-decree/re-gold-king-mine-release>. The formal 30-day public comment period will begin once notice has been published in the Federal Register. The United States will review and respond to comments received during the public comment period. All comments and responses will then be reviewed by the district court judge presiding over the case.

Best regards,

Community Involvement support staff on behalf of  
Katherine Jenkins (8ORA-PA-C)  
U.S. Environmental Protection Agency, Region 8  
[1595 Wynkoop Street](#)  
Denver, CO 80202-1129  
(303) 312-6351



["Successful in improving Animas River water quality"](#)

Sunnyside Gold Corporation  
5075 S. Syracuse Street, Suite 800  
Denver, Colorado 80237  
[www.sgcreclamation.com](http://www.sgcreclamation.com)

**Sunnyside Gold Corporation reaches agreement with the EPA at Bonita Peak Mining District Superfund site**  
**State of Colorado releases SGC's Reclamation Permits**  
**U.S. Federal Government also resolves federal liability at BPMD**

**January 21, 2022 – Silverton, Colorado** -- Sunnyside Gold Corporation ("SGC") announced today that it has reached an agreement with the U.S. Environmental Protection Agency ("EPA") and the State of Colorado to limit any potential future liability as to both SGC and Kinross Gold Corporation in relation to the Bonita Peak Mining District ("BPMD") Superfund site in Colorado. Today's agreement also recognizes the federal government's responsibility for its role in causing environmental contamination within the BPMD. SGC has a long and positive history of improving water quality in the Animas River and this agreement will further that legacy.

The agreement also reflects that SGC is released from any further obligations under the previous EPA-mandated investigative work at the Mayflower Impoundments, and the BPMD, ending any additional remediation obligations in the area. As a result of successful reclamation, the State of Colorado has also released SGC from its reclamation permit obligations, including specifically at Mayflower Impoundment No. 4.

The agreement, which provides for a \$45 million payment by SGC to the EPA and the State of Colorado, was reached as a matter of practicality, with no admission of liability or wrongdoing. Further, the United States government, on behalf of the Department of the Interior, the Environmental Protection Agency, and Forest Service, is also required to pay \$45 million to resolve the federal liability for damages arising from their role within the BPMD. SGC is pleased to see its resources put toward further improving water quality rather than protracted litigation with the federal government, a time-consuming, expensive, and resource-intensive process.

The agreement allows EPA and Colorado to direct resources towards future cleanup, and to use SGC's Mayflower property as a site-wide repository for precipitate generated from water treatment and for storage of other material generated from regional reclamation activities. The terms of the settlement are set forth in the Consent Decree lodged with the federal district court in New Mexico and subject to the Court's approval. SGC intends to pursue a contribution to this settlement payment from its insurers.

The Sunnyside Mine, located in the historic Bonita Peak Mining District, was operated by SGC from 1986 until 1991. SGC operated and closed the Sunnyside Mine in full compliance with the law and its

permits, and SGC fulfilled its regulatory and statutory responsibilities. Kinross Gold Corporation never operated the Sunnyside Mine and acquired SGC as an indirect subsidiary 12 years after the Mine was shut down.

Over the past 30 years, SGC has spent more than \$40 million on investigative studies, reclamation, and remediation to demonstrably improve water quality in the Animas River Basin. SGC has also collaborated and successfully worked with community stakeholders, including the Animas River Stakeholders Group, to improve water quality. SGC was also an active participant in the Bonita Peak Mining District Community Advisory Group, which was formed after the EPA-caused Gold King mine spill in August of 2015 that precipitated the area's Superfund listing.

For more information:

Gina Myers  
Director, Reclamation Operations  
Sunnyside Gold Corporation

*"Successful in improving Animas River water quality"*  
[www.sgereclamation.com](http://www.sgereclamation.com)

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

IN RE: GOLD KING MINE RELEASE  
IN SAN JUAN COUNTY, COLORADO  
ON AUGUST 5, 2015

No. 1:18-md-02824-WJ

*This Document Relates to:*

*No. 16-cv-465-WJ/LF*

*No. 16-cv-931-WJ/LF*

*No. 18-cv-319-WJ*

*No. 18-cv-744-WJ*

**NOTICE OF LODGING OF CONSENT DECREE REGARDING CLAIMS  
BETWEEN THE UNITED STATES AND THE MINING DEFENDANTS**

The United States of America hereby gives notice of lodging of a proposed Consent Decree in the above-captioned actions. If entered, the attached proposed Consent Decree will resolve all claims, cross-claims, and counterclaims between the United States and Sunnyside Gold Corporation and Kinross Gold Corporation (the “Mining Defendants”) in this multidistrict litigation.<sup>1</sup> The Court previously granted a stay of litigation related to those claims, which remains in effect. MDL ECF 1392.

The United States respectfully requests that the Court not sign the proposed Consent Decree at this time. Instead, consistent with Department of Justice policy, the United States will publish in the Federal Register a notice that the proposed Consent Decree has been lodged with the Court. The Notice will solicit public comment for a period of 30 days. During the comment period, no action is required by the Court. If, after review and evaluation of any comments

<sup>1</sup> Those claims are alleged in the following pleadings: MDL ECF 192, 195, 197, 200, 202; Civ. No. 18-cv-744-WJ ECF 168; and Civ. No. 16-cv-465-WJ/LF ECF 375.

received, the United States continues to believe that the Consent Decree is fair, reasonable, and in the public interest, it will move the Court to enter the Consent Decree.

Respectfully submitted,

Dated: January 20, 2022

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

/s/ Nicholas Morales

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*Attorneys for the United States of America*

**CERTIFICATE OF SERVICE**

I hereby certify that on January 20, 2022, a true copy of the foregoing document has been served on all counsel of record by the Court's CM/ECF electronic filing system.

/s/ Nicholas Morales  
Nicholas Morales



**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

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IN RE: GOLD KING MINE RELEASE )  
IN SAN JUAN COUNTY, COLORADO )  
ON AUGUST 5, 2015 )

No. 1:18-md-02824-WJ

*This Document Relates to:* )

*No. 16-cv-465-WJ/LF* )

*No. 16-cv-931-WJ/LF* )

*No. 18-cv-319-WJ* )

*No. 18-cv-744-WJ* )

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**CONSENT DECREE**

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## I. BACKGROUND

A. The United States (as defined below) filed crossclaims (“USA MDL Crossclaims” as defined below) against the Sunnyside Gold Corporation (“SGC” as defined below) and the Kinross Gold Corporation (“KGC” as defined below) alleging claims under Sections 107(a) and 113(g)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 9607(a), and 9613(g)(2), and seeking reimbursement of, or contribution towards, response costs incurred or to be incurred for response actions taken or to be taken by the United States in connection with the release or threatened release of hazardous substances at the Bonita Peak Mining District Superfund Site located in San Juan County, Colorado (“Site” as defined below).

B. In accordance with section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), and section 300.520(a) of the National Contingency Plan, 40 C.F.R. Part 300.520(a), the United States notified the State of Colorado (“State” as defined below) on behalf of the United States Environmental Protection Agency (“EPA” as defined below) of negotiations with SGC and KGC as potentially responsible parties, and provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

C. The State submits to the jurisdiction of this Court solely for the purposes of this Consent Decree. By this Consent Decree, the State intends to resolve potential claims against SGC and KGC for reimbursement of response costs incurred or to be incurred for response actions taken or to be taken by the State in connection with the release or threatened release of hazardous substances at the Site, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

D. SGC and KGC (the “Settling Defendants” as defined below) do not admit any liability to the United States arising out of the transactions or occurrences alleged in the USA

MDL Crossclaims or to the State regarding potential claims stated in the preceding paragraph. Settling Federal Agencies (as defined below) do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim or crossclaim asserted by Settling Defendants.

E. The EPA and SGC entered into an Administrative Settlement Agreement and Order on Consent for Remedial Investigation (“AOC” as defined below) filed May 11, 2017, with respect to the Mayflower Impoundments Area (as defined below), which is located within the Site.

F. On March 15, 2018, EPA issued a Unilateral Administrative Order for Remedial Investigation (“UAO” as defined below) to SGC with respect to Operable Unit 3 within the Site. On April 16, 2018, EPA issued a First Modification to the UAO. On June 7, 2019, EPA modified the Statement of Work, Work Plan, and Field Sampling Plan associated with the initial UAO. SGC ultimately declined to perform the work ordered in the modified UAO, advising EPA of its position in SGC’s Record of Position Memorandum (July 9, 2019).

G. On September 3, 2020, EPA issued an Administrative Order Directing Compliance with Request for Access (“AO” as defined below) to SGC with respect to EPA’s and the State’s access to the Mayflower Impoundments Area (as defined below).

H. On May 8, 1996, the District Court for the City and County of Denver, State of Colorado, approved and entered a Consent Decree between SGC and CWQCD (as defined below) in Sunnyside Gold Corporation v. Colorado Water Quality Control Division, Colorado Department of Public Health and the Environment, No. 94 CV 5459, (“CWQCD Consent Decree” as defined below), which resolved litigation related to the State’s Water Quality Control Act, C.R.S. § 25-8-101 *et seq.* Pursuant to the terms of the CWQCD Consent Decree, SGC

performed environmental reclamation actions on both SGC-owned and third-party property within the Site by July 3, 2003, the date the CWQCD filed its Notice of Termination of Court's Jurisdiction.

I. The United States, SGC, KGC, and Kinross Gold U.S.A., Inc. ("KGUSA" as defined below) are defendants in certain litigation that has been centralized through the multi-district litigation process in the United States District Court for the District of New Mexico ("MDL Litigation" as defined below). The United States, SGC, KGC, and KGUSA each deny that jurisdiction exists over them in the MDL Litigation. The United States has filed the USA MDL Crossclaims against SGC and KGC in the MDL Litigation, and SGC has filed counterclaims against the United States in the MDL Litigation ("SGC MDL Counterclaims" as defined below). The United States, SGC, KGC, and KGUSA have all denied liability in the MDL Litigation, including with respect to the USA MDL Crossclaims and SGC MDL Counterclaims. The form of this Consent Decree is unique to the specific circumstances involved, including the MDL Litigation, the USA MDL Crossclaims, the SGC MDL Counterclaims, and the CWQCD Consent Decree, and is not precedent for any other consent decree.

J. SGC intends to actively identify and work with third party prospective purchaser(s) to Transfer the SGC Property ("Transfer" and "SGC Property" as defined below). EPA and the State intend to support any Transfer by addressing a prospective purchaser's CERCLA liability concerns through the use of enforcement tools, as appropriate. EPA and the State are currently implementing response actions at the SGC Property. EPA and the State may perform additional response actions at the SGC Property in the future. SGC will not interfere with or impede EPA's or the State's performance of response actions at the Site, nor do the

Parties expect SGC to perform any response actions itself. KGC asserts that it does not have any property interest in the SGC Property or elsewhere in the Site.

K. The United States, the State, and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

**NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:**

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1367, and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). Solely for the purposes of this Consent Decree, Settling Defendants waive all objections and defenses that any of them may have to subject matter or personal jurisdiction of this Court or to venue in this District. Settling Defendants will not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and the State, and upon Settling Defendants and their respective successors and assigns. Except as provided in Paragraph 38, any change in ownership or corporate or other legal status, including, but not limited to, any Transfer of assets or real or personal property, will in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

## **IV. DEFINITIONS**

3. Unless otherwise expressly provided in this Consent Decree, terms used in this

Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA will have the meaning assigned to them in CERCLA or in such regulations. All other words will be assigned their normal meaning. Whenever terms listed below are used in this Consent Decree, the following definitions will apply:

“Affiliate” will mean any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the subject entity or entities;

“AO” will mean the Administrative Order Directing Compliance with Request for Access issued by EPA to SGC on September 3, 2020, including all appendices thereto;

“AOC” will mean the Administrative Settlement Agreement and Order on Consent for Remedial Investigation between the EPA and SGC, filed May 11, 2017, with respect to the Mayflower Impoundments Area, and all subsequent amendments or modifications thereto;

“BLM” will mean the U.S. Department of the Interior’s Bureau of Land Management and any successor departments, agencies, or instrumentalities;

“CERCLA” will mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675;

“Consent Decree” will mean this Consent Decree;

“Continuation of Existing Migration” will mean, with respect to a Settling Defendant or a Settling Defendant Affiliate, the movement or release of contamination in connection with the Site that is not caused by the future actions of such Settling Defendant or a Settling Defendant Affiliate, and with respect to a Settling Federal Agency, the movement or release of contamination in connection with the Site that is not caused by the future actions of such Settling Federal Agency, and in each case occurring after Settling Defendants’ signature of the Consent

Decree;

“CWA” will mean the Federal Water Pollution Control Act, also known as the Clean Water Act, 33 U.S.C. §§ 1251-1387, as amended by the Oil Pollution Act of 1990;

“CWQCD” will mean the Water Quality Control Division of the Colorado Department of Public Health and the Environment;

“CWQCD Consent Decree” will mean the Consent Decree approved and entered on May 8, 1996, by the District Court for the City and County of Denver, State of Colorado between SGC and the CWQCD in Sunnyside Gold Corporation v. Colorado Water Quality Control Division, Colorado Department of Public Health and the Environment, No. 94 CV 5459, and its four amendments approved and entered April 14, 1997, January 4, 1999, October 13, 2000, and December 6, 2002, including all appendices thereto;

“Day” will mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period will run until the close of business of the next working day;

“DOI” will mean the U.S. Department of the Interior and any successor departments, agencies, or instrumentalities;

“DOJ” will mean the U.S. Department of Justice and any successor departments, agencies, or instrumentalities;

“Echo Bay Exploration Inc.” will mean Echo Bay Exploration, Inc., a Delaware corporation and an Affiliate of SGC;

“Echo Bay Inc.” will mean Echo Bay Inc., a Delaware corporation and the direct corporate owner of SGC;

“Echo Bay Management Corporation” will mean Echo Bay Management Corporation, a



Delaware corporation and an Affiliate of SGC;

“Effective Date” will mean 60 Days from the date that this District Court enters the Consent Decree, unless an appeal of the entry of judgment is filed during the 60-day period; if an appeal is taken, the Effective Date will mean the date on which the District Court’s judgment is affirmed;

“EPA” will mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities;

“EPA Hazardous Substance Superfund” will mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507;

“Federal Natural Resource Trustees” will mean, among others, DOI and the U.S. Forest Service;

“Interest” will mean the London Interbank Offered Rate on the Effective Date plus 4%;

“KGC” will mean Kinross Gold Corporation, an Ontario, Canada corporation, including its capacity as the surviving entity from its 2006 amalgamation with Echo Bay Mines, Ltd.;

“KGUSA” will mean Kinross Gold U.S.A., Inc., a Nevada corporation;

“Mayflower Impoundments Area” will have the same meaning as the “Mayflower Tailings” as defined in the AOC;

“MDL Court” will mean the New Mexico federal district court presiding over the MDL Litigation;

“MDL Litigation” will mean the Multidistrict Litigation matters centralized in the District of New Mexico for pretrial proceedings, pursuant to the Transfer Order by the

United States Judicial Panel on Multidistrict Litigation, *In Re: Gold King Mine Release in San Juan County, Colorado, on August 5, 2015*, MDL No. 2824. MDL Litigation includes those matters with individual docket numbers 16-cv-465-WJ-LF; 16-cv-931-WJ-LF; 18-cv-319-WJ; 18-cv-744-WJ;

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” will mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter;

“Parties” will mean the United States, the State, and the Settling Defendants;

“RCRA” will mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act);

“Section” will mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendants” will mean the Sunnyside Gold Corporation (“SGC”) and the Kinross Gold Corporation (“KGC”);

“Settling Defendants’ Related Parties” will mean: (i) Settling Defendants’ successors and assigns, and estates, but only to the extent that the liability of such person or entity is based on the liability of Settling Defendants; (ii) Settling Defendants’ former or current officers, directors and employees, but only to the extent that the liability of any such person is based on acts and/or omissions which occurred in the scope of the person’s employment or capacity as an officer, director, and employee; and (iii) the following Affiliates of Settling Defendants: Echo Bay Inc., KGUSA, White Pine Gold Corporation, Echo Bay Management Corporation, and Echo Bay Exploration Inc. and their successors and assigns but only to the extent the liability of these

entities, and their successors and assigns, relates to the Site or their capacity as an Affiliate of Settling Defendants;

“Settling Federal Agencies” will mean EPA, DOI, and the United States Department of Agriculture, on behalf of the United States Forest Service, and their successor departments, agencies, or instrumentalities;

“SGC” will mean Sunnyside Gold Corporation, a Delaware corporation;

“SGC MDL Counterclaims” will mean collectively any and all counterclaims, crossclaims, or other claims by SGC against the United States included in any pleading in the MDL Litigation including claims for Due Process violations, common law contribution, and those brought under CERCLA sections 107(a) for cost recovery, 113(g)(2) for future costs, 113(f)(3)(B) for contribution, and any claim under section 113(f)(1) for contribution;

“SGC Property” will mean real property currently owned by SGC within the Site, excluding the house and lot owned by SGC located at 1751 Mineral Street, Silverton, CO 81433;

“Site” will mean the Bonita Peak Mining District Superfund Site in San Juan County, Colorado, EPA Docket ID No. EPA-HQ-OLEM-2016-0152, as published in the Federal Register on September 9, 2016, 81 Fed. Reg. 62397. The definition for this Site will be construed to include all areas of the Site ever defined or described by EPA for purposes of or in relation to the National Priorities List, 40 C.F.R. Part 300, including any further expansion of such Site as may in the future be determined by EPA;

“Special Account” will mean the site-specific special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3);

“State” will mean the State of Colorado and each of its departments, agencies, and

instrumentalities, including the CWQCD;

“State Natural Resource Trustees” will mean the Colorado Attorney General and the executive directors of Colorado’s Department of Public Health and the Environment and Department of Natural Resources;

“Transfer” will mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise. “Transferred,” “Transferring” and “Transferee” will have the corresponding meaning;

“UAO” will mean the Unilateral Administrative Order for Remedial Investigation issued by EPA to SGC on March 15, 2018, including all appendices thereto, with respect to Operable Unit 3 within the Site, as modified by its First Modification issued April 16, 2018, and the June 7, 2019 modifications of the Statement of Work, Work Plan, and Field Sampling Plan;

“United States” will mean the United States of America and each department, agency, and instrumentality of the United States, including EPA, DOI, BLM, USDA, and USFS;

“USA MDL Crossclaims” will mean collectively all crossclaims or other claims by the United States against SGC, KGC, or KGUSA included in any pleading in the MDL Litigation, including common law contribution and those claims brought under CERCLA sections 107(a) for cost recovery, 113(g)(2) for future costs, and any claim under section 113(f)(1) for contribution;

“USDA” will mean the United States Department of Agriculture, and its successor departments, agencies, or instrumentalities;

“USFS” will mean the USDA Forest Service and its successor departments, agencies, or instrumentalities; and

“White Pine Gold Corporation” will mean White Pine Gold Corporation, a Delaware corporation and an Affiliate of SGC.

#### V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants and Settling Federal Agencies each to make a cash payment to resolve finally their alleged civil liability, and the liability of Settling Defendants’ Related Parties, with regard to the Site under CERCLA, CWA, and RCRA as provided in the Covenants by Plaintiffs in Section VIII, subject to the Reservations of Rights by United States and the State in Section X, and as provided in the Covenants by Settling Defendants in Section IX and the Effect of Settlement/Contribution Protection in Section XI.

#### VI. PAYMENTS

5. Payments by Settling Defendants to the United States. Within 30 days after the Effective Date, SGC will make payment in the amount of \$40,950,000. If SGC does not make full payment within the time specified, KGC will make the full payment, including Interest pursuant to Paragraph 10, within five Days of such due date. Settling Defendants will make payment at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit (“FLU”) of the U.S. Attorney’s Office for the District of Colorado. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which will be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Name: Crowley Fleck PLLP c/o Brian Holland  
Address: 65 East Broadway Street, Suite 400, Butte MT 59701  
Phone: (406) 221-2428  
Email: [bholland@crowleyfleck.com](mailto:bholland@crowleyfleck.com)

Settling Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to DOJ in accordance with Section XIV (Notices and Submissions).

6. Deposit of Payment. The total amount to be paid pursuant to Paragraph 5 will be deposited by EPA in the Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred to appropriate federal accounts.

7. Notice of Payment. At the time of any payment required under Paragraph 5, Settling Defendants will send notice that payment has been made to DOJ, EPA, USDA, and DOI in accordance with Section XIV (Notices and Submissions). Such notice will reference the CDCS Number, Site ID Number A8M5, and DJ Number 90-11-3-1176.

8. Payment by Settling Defendants to the State. Within 30 days after the Effective Date, SGC will pay to the State \$4,050,000 either: by official bank check made payable to Colorado Department of Public Health and Environment and shall reference Bonita Peak Mining District – KGC / SGC; or by other means agreed to by the Settling Defendants and the State. If SGC does not make full payment within the time specified, KGC will make the full payment, including Interest pursuant to Paragraph 10, within five Days of such due date. If paying by bank check, Settling Defendants will send the bank check to:

Colorado Department of Public Health and Environment  
HMWMD, Attn: Jessica Hubbard, B2  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

9. Payments by Settling Federal Agencies.  
a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, will make payment in the amount of \$45,000,000

to appropriate federal accounts.

b. Interest. In the event that any payment required by Paragraph 9.a is not made within 120 days after the Effective Date, the United States, on behalf of Settling Federal Agencies, will pay Interest on the unpaid balance, with such Interest commencing on the 121st day after the Effective Date and accruing through the date of the payment.

c. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree will be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

## VII. FAILURE TO COMPLY WITH CONSENT DECREE

10. Interest on Late Payments. If Settling Defendants fail to make any payment under Paragraphs 5 or 8 by the required due date, Interest will accrue on the unpaid amount starting from the Effective Date through the date of payment. Settling Defendants are jointly and severally liable for Interest due under any provision of this Consent Decree.

11. Stipulated Penalty.

a. If any amounts due to the United States under Paragraph 5 or due to the State under Paragraph 8 are not paid by the required date, Settling Defendants will be in violation of this Consent Decree and will pay, as a stipulated penalty, in addition to the Interest required by Paragraph 10 (Interest on Late Payments), \$1,000 per each Day that such payment is late. Settling Defendants are jointly and severally liable for any stipulated penalty due under any provision of this Consent Decree, except that SGC alone is liable for penalties under Paragraph

11.b.

b. If SGC does not comply with Paragraph 36 (Agreements Regarding Access and Non-Interference), SGC shall be in violation of this Consent Decree and shall pay to the United States, as a stipulated penalty, \$1,000 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 Days after the date of the demand for payment of the penalties by the United States or the State. All payments to the United States under this Paragraph will be identified as “Stipulated Penalties” and will be made at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendants by the FLU of the U.S. Attorney’s Office for the District of Colorado, noting the DJ number 90-11-3-11676. All payments to the State under this Paragraph will be identified as “Stipulated Penalties” and will be made in accordance with payment instructions set forth in Paragraph 8 above.

d. At the time of payment, Settling Defendants will send notice that payment has been made to DOJ as provided in Paragraph 7 (Notice of Payment).

e. Penalties will accrue as provided in this Paragraph 11 regardless of whether the United States or the State has notified Settling Defendants of the violation or made a demand for payment, but penalties need only be paid upon demand. All penalties will begin to accrue on the Day after payment or performance is due and will continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Consent Decree will prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

12. If the United States or the State brings an action to enforce this Consent Decree and is the prevailing party, Settling Defendants will reimburse the United States or the State, as



applicable, for all costs of such action, including but not limited to costs of attorney time.

13. The obligations of Settling Defendants to pay amounts owed to the United States and the State under this Consent Decree are joint and several. In the event of the insolvency of any Settling Defendant or the failure by any Settling Defendant to make the payments required under this Consent Decree, the remaining Settling Defendants will be responsible for such payments. This Paragraph shall not apply to penalties under Paragraph 11.b.

14. Payments made under this Section will be in addition to any other remedies or sanctions available to the United States by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

15. Notwithstanding any other provision of this Section, the United States or the State may, in their unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties will not excuse Settling Defendants from payment as required by Paragraph 5 (Payments by Settling Defendants to the United States) or Paragraph 8 (Payments by Settling Defendants to the State) or from performance of any other requirements of this Consent Decree.

#### **VIII. COVENANTS BY PLAINTIFFS**

16. Covenants for Settling Defendants by United States. Except as specifically provided in Paragraph 27 (General Reservations of the United States' and the State's Rights), the United States covenants: (a) not to sue or to take administrative action against Settling Defendants pursuant to Sections 106, 107(a), and 113 of CERCLA, 42 U.S.C. §§ 9606, 9607(a), and 9613, with regard to the Site; (b) not to sue or to take administrative action against Settling Defendants pursuant to Section 3008 and 7003 of RCRA, 42 U.S.C. §§ 6928 and 6973, in connection with the Site; (c) not to sue or to take administrative action against SGC relative to

the AO, AOC, or UAO and to terminate the AO, AOC, and UAO and release SGC from all liabilities with respect thereto; and (d) not to sue or to take administrative action against Settling Defendants pursuant to Section 309 and 311 of the CWA, 33 U.S.C. §§ 1319 and 1321, in connection with the Site.

17. The United States further covenants to: (a) make the necessary stipulated dismissal filing in the MDL Litigation within 40 Days of the Effective Date, conditioned upon the satisfactory performance by Settling Defendants of their obligations to make payments pursuant to Paragraph 5 (Payments by Settling Defendants to the United States) and Paragraph 8 (Payments by Settling Defendants to the State) under this Consent Decree; (b) request the MDL Court issue an order dismissing with prejudice the USA MDL Crossclaims; provided, however, that if the MDL Court does not issue such order of dismissal, then the United States covenants to consult with counsel for SGC and KGC for purposes of determining how to effectuate dismissal of the USA MDL Crossclaims, and until such dismissal not to take any action in furtherance of the USA MDL Crossclaims; and (c) forego future discovery regarding the USA MDL Crossclaims in the MDL Litigation.

18. Covenants for Settling Defendants by the State. Except as specifically provided in Paragraph 27 (General Reservations of the United States' and the State's Rights), the State covenants: (a) not to sue or to take administrative action against Settling Defendants pursuant to Sections 107(a) of CERCLA, 42 U.S.C. § 9607(a), or Title 25, Article 16, Part 1 of the Colorado Revised Statutes, with regard to the Site; (b) not to sue or to take administrative action against Settling Defendants pursuant to Title 25, Article 15, Part 3 of the Colorado Revised Statutes or Title 30, Article 20, Part 1 of the Colorado Revised Statutes, in connection with the Site; and (c) not to sue or to take administrative action against Settling Defendants pursuant to Section 309 of

the CWA, 33 U.S.C. § 1319, or Title 25, Article 3, Part 6 of the Colorado Revised Statutes, or the CWQCD Consent Decree, in connection with the Site.

19. All covenants in Paragraphs 16, 17, and 18 will take effect upon the Effective Date. All covenants in Paragraphs 16, 17, and 18 are conditioned upon the satisfactory performance by Settling Defendants of their obligations to make payments pursuant to Paragraph 5 (Payments by Settling Defendants to the United States) or Paragraph 8 (Payments by Settling Defendants to the State) under this Consent Decree. Except as provided in this Paragraph 19, all of the foregoing covenants extend only to Settling Defendants and do not extend to any other person. The covenants not to sue in Paragraphs 16 and 18 (and the reservations thereto), however, will also apply to Settling Defendants' Related Parties provided however, that, subject to Paragraph 32, should any of Settling Defendants' Related Parties assert claim(s) against the United States for any "matters addressed" under this Consent Decree, the covenants in Paragraphs 16 and 18 will, as to that party, be null and void.

20. Covenants for DOI, EPA, and USDA. Except as specifically provided in Section X (Reservation of Rights by Parties), EPA, DOI, and USDA covenant not to take administrative action against another Settling Federal Agency, pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. The State covenants not to sue or take administrative action against Settling Federal Agencies, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and Title 25, Article 16, Part 1 of the Colorado Revised Statutes, with regard to the Site. These covenants will take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Decree. These covenants extend only to Settling Federal Agencies and do not extend to any other person.

**IX. COVENANTS AND WAIVERS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES**

21. Covenants by Settling Defendants. Except as specifically provided in Paragraph 29 (General Reservations of Settling Defendants' Rights) and Paragraph 30, Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State, or their contractors or employees, in connection with the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Colorado Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), under Section 311, 504 and 505 of the CWA, 33 U.S.C. §§ 1321, 1364 and 1365, or state law relating to the Site.

22. SGC also covenants to: (a) make the necessary stipulated dismissal filing in the MDL Litigation within 40 Days of the Effective Date; (b) request the MDL Court issue an order dismissing with prejudice the SGC MDL Counterclaims; provided, however, that if the MDL Court does not issue such order of dismissal, then SGC covenants to consult with counsel for United States for purposes of determining how to effectuate dismissal of the SGC MDL Counterclaims, and until such dismissal not to take any action in furtherance of the SGC MDL Counterclaims; and (c) forego future discovery regarding the SGC MDL Counterclaims in the MDL Litigation.

23. Covenant by Settling Federal Agencies Settling Federal Agencies agree not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site and this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under National Contingency Plan.

24. Except as provided in Paragraph 26 (Waiver of Claims by Settling Defendants) and Paragraph 35 (res judicata and other defenses), the covenants in this Section shall not apply in the event the United States or the State bring a cause of action or issue an order pursuant to any of the reservations in Section X (Reservations of Rights by Parties), other than in Paragraph 27.a (liability for failure to meet a requirement of the Consent Decree) or 27.b (criminal liability), but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States or the State is seeking pursuant to the applicable reservation.

25. Nothing in this Consent Decree will be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

26. Waiver of Claims by Settling Defendants. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim,

or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. This waiver also shall not apply to any defense, claim, or cause of action that a Settling Defendant may have against any person other than the United States, if any such person was a party to a contract with SGC or an Affiliate of SGC and refuses or fails upon request of SGC to agree that such person will not assert a claim or cause of action relating to the Site against SGC or any Affiliate of SGC, or such person asserts such a claim or cause of action against SGC or any Affiliate of SGC.

#### **X. RESERVATIONS OF RIGHTS BY PARTIES**

27. General Reservations of the United States' and the State's Rights. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants and Settling Defendants' Related Parties, and EPA, the Federal Natural Resource Trustees, and the State Natural Resource Trustees reserve, and this Consent Decree is without prejudice to, all rights against Settling Federal Agencies, with respect to all matters not expressly included within Paragraphs 16 (Covenants for Settling Defendants by United States) , 18 (Covenants for Settling Defendants by the State), and 20 (Covenants for DOI, EPA, and USDA). Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants and Settling Defendants' Related Parties, and EPA, the Federal Natural Resource Trustees, and the State Natural Resource Trustees reserve, and this Consent Decree is without prejudice to, all rights against Settling Federal Agencies with respect to:

- a. liability for failure of Settling Defendants or Settling Federal Agencies to meet a requirement of this Consent Decree;
- b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability based on the ownership or operation of the Site by Settling Defendants or Settling Federal Agencies when such ownership or operation commences after signature of this Consent Decree by Settling Defendants or Settling Federal Agencies. The Continuation of Existing Migration would not result in liability;

e. liability based on Settling Defendants' or Settling Federal Agencies' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, commencing after signature of this Consent Decree by Settling Defendants. The Continuation of Existing Migration would not result in liability; and

f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant not associated with the Site.

28. Notwithstanding any other provision of this Consent Decree, the United States specifically reserves the ability and right to assert defenses in the MDL Litigation.

29. General Reservations of Settling Defendants' Rights. The Settling Defendants reserve, and this Consent Decree is without prejudice to, all rights against the United States and the State with respect to all matters not expressly included within Paragraphs 21 and 22 (Covenants by Settling Defendants). Notwithstanding any other provision of this Consent Decree, the Settling Defendants reserve, and this Consent Decree is without prejudice to, all rights against the United States and the State with respect to liability for failure of the United States or the State to meet a requirement of this Consent Decree.

30. Notwithstanding any other provision of this Consent Decree, the Settling

Defendants specifically reserve the ability and right to assert defenses in the MDL Litigation.

**XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

31. Except as provided in Paragraph 26 (Waiver of Claims by Settling Defendants), and Paragraphs 16, 18, 19, and 32 as applicable to Settling Defendants' Related Parties, nothing in this Consent Decree will be construed to create any rights in, or grant any cause of action to, any person or entity not a Party to this Consent Decree. Except as provided in Section IX (Covenants and Waivers by Settling Defendants and Settling Federal Agencies), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party. Nothing in this Consent Decree diminishes the right of the United States and the State, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

32. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant, Settling Defendants' Related Party, and each Settling Federal Agency, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree as to all Parties and Settling Defendants' Related Parties include all response actions taken or to be taken and all response costs incurred or to be incurred,



at or in connection with the Site, by the United States, the State or any other person, provided, however, that if the United States or the State exercises rights under the reservations in Section X (Reservations of Rights by Parties), other than in Paragraph 27.a (liability for failure to meet a requirement of the Consent Decree) or 27.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation. The contribution protection set forth in this Paragraph is intended to provide the broadest protection afforded by CERCLA or state law for “matters addressed” in this Consent Decree.

33. The Parties further agree, and by entering this Consent Decree this Court finds, that this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant, each Settling Defendants’ Related Party, and each Settling Federal Agency has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. §9613(f)(3)(B).

34. Each Settling Defendant will, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA, DOJ, DOI, USDA, and the State in writing no later than 60 Days prior to the initiation of such suit or claim. This 60-Day notice will not apply to any suit or claim concerning third party contractual indemnification matters, unless otherwise provided by law. Each Settling Defendant also will, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA, DOJ, DOI, USDA, and the State in writing within 10 Days after service of the complaint or claim upon it. In addition, the Settling Defendant will notify EPA, DOJ, DOI, USDA, and the State within 10 Days after service or receipt of any Motion for Summary Judgment, and within 10 Days after receipt of any

order from a court setting a case for trial, for matters related to this Consent Decree.

35. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants, Settling Defendants' Related Parties, and, with respect to a State action, Settling Federal Agencies will not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph 35 affects (a) the enforceability of the covenants by the United States set forth in Section VIII (Covenants by Plaintiffs) or (b) the Settling Defendants' reserved rights set forth in Paragraph 29 (General Reservation of Settling Defendants' Rights) and Paragraph 30.

## **XII. PROPERTY PROVISIONS**

36. Agreements Regarding Access and Non-Interference. Until a Transfer of SGC Property (whether a Transfer of all SGC Property or less than all), SGC will, with respect to SGC Property not yet Transferred:

a. Provide the United States, the State, potentially responsible parties who have entered or may enter into an agreement with the United States for performance of response actions at the Site (hereinafter "Performing Parties"), and their representatives, contractors, and subcontractors with access at all reasonable times to SGC Property to conduct any activity relating to response actions at the Site including the following activities:

1. Verifying any data or information submitted to the United States;
2. Conducting field inspections and investigations regarding

- contamination at or near the Site;
3. Sampling and monitoring water, soil, and mine waste material from waste rock dumps, tailings impoundments, and mine workings or other areas as necessary to evaluate releases of hazardous substances, and as needed to design, construct, operate, and maintain an on-site waste repository and ancillary features, including, but not limited to, access roads;
  4. Assessing the need for, planning, implementing, or monitoring response actions (which includes implementing the Interim Record of Decision including construction, operation, and maintenance of an on-site mine waste repository and necessary access roads, and transportation of mine waste to the repository);
  5. Conducting actions related to the investigation of surface or subsurface contamination;
  6. Assessing SGC's and any Performing Party's compliance with the Consent Decree;
  7. Determining whether the SGC Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, under the Consent Decree; and
  8. Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the SGC Property.
- b. SGC will refrain from using the SGC Property in any manner that EPA,

DOI, USDA, or the State determines, after notice to SGC, will (i) pose an unacceptable risk to human health or to the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of response actions at the Site.

c. Upon the Effective Date, this Consent Decree will supersede the AO.

37. Institutional Controls. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the SGC Property, SGC will cooperate with EPA's efforts to secure and ensure compliance with such institutional controls, provided that such duty to cooperate shall consist of commercially reasonable efforts.

38. Notice to Successors-in-Title.

a. SGC will, within 15 days after the Effective Date, submit for EPA approval a notice to be filed regarding the SGC Property in the appropriate land records. The notice must:

- i. include a proper legal description of the SGC Property; and
- ii. provide notice to all successors-in-title that the SGC Property is part of, or related to, the Site.

b. SGC will record the notice within 10 days after EPA's approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

c. SGC will, prior to entering into a contract to Transfer SGC Property, or 40 days prior to Transferring SGC Property, whichever is earlier, notify EPA and the State of the name and address of the proposed Transferee.

d. In the event of any Transfer of SGC Property, SGC shall, with respect to the SGC Property being Transferred, require the Transferee to agree to comply with, and be bound by, the provisions of Section XII applicable to SGC and the penalty provisions in Paragraph 11.b. Upon completion of such Transfer, SGC shall be relieved of all its obligations under Section XII and Paragraph 11.b with respect to such Transferred SGC Property. SGC will continue to comply with its obligations under Section XII with respect to any SGC Property not Transferred.

39. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

40. SGC Property Necessary For Response Actions. If EPA determines in a decision document prepared in accordance with the NCP that title to SGC Property is needed to conduct a remedial action at the Site, EPA will make a request, and SGC will convey by quit claim deed title, without warranty and at no cost to the United States such SGC Property as requested by the United States to such person or entity the United States designates. All closing and recording costs associated with such conveyance will be the responsibility of the United States. SGC agrees to cooperate with the United States in clearing impediments to clean title, if any, provided that such duty to cooperate shall consist of commercially reasonable efforts.

41. Possible Transfer of SGC Property. SGC seeks to Transfer the SGC Property (along with Property Provision obligations under this Section) to a third party Transferee. In the event SGC finds a prospective Transferee, the United States and the State will use federal and state enforcement tools, as and if appropriate, that may be available to assist in the Transfer by

SGC of such SGC Property.

### **XIII. RETENTION OF RECORDS**

42. Until 10 years after the Effective Date, each Settling Defendant will preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") now in its possession or control or that come into its possession or control, that relate in any manner to its alleged liability under CERCLA with respect to the Site, as well as all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each of the above record retention requirements will apply regardless of any corporate retention policy to the contrary. The requirements of this Paragraph 42 will not prevent any Settling Defendant from dissolving.

43. At the conclusion of the record retention period, or at such time as a Settling Defendant may choose to dissolve, Settling Defendants will notify EPA, DOJ, DOI, USDA, and the State at least 90 Days prior to the destruction of any such Records, and, upon request by EPA, DOJ, DOI, USDA or the State, and except as provided in Paragraph 44 (Privileged and Protected Claims), Settling Defendants will deliver any such Records to EPA, DOI, USDA, or the State.

#### **44. Privileged and Protected Claims.**

a. Settling Defendants may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 44.b, and except as provided in Paragraph 44.c;

b. If Settling Defendants assert a claim of privilege or protection, they will provide the United States or the State with the following information regarding such Record: its title; its date; the author; the addressee or recipient; a description of the Record's contents; and

the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendants will provide the Record to the United States or the State in redacted form to mask the privileged or protected information only. Settling Defendants will retain all Records that they claim to be privileged or protected until the United States or the State has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendants' favor; and

c. Settling Defendants may make no claim of privilege or protection regarding:

1. any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or
2. the portion of any Record that Settling Defendants are required to create or generate pursuant to this Consent Decree.

45. Business Confidential Claims. Settling Defendants may assert that all or part of a Record submitted to the United States or the State under this Section XIII (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendants will segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendants assert a business confidentiality claim. Records that Settling Defendants claim to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the Records are

not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

46. Each Settling Defendant certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States and that it has fully complied with any and all EPA, DOI, or USDA requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927.

47. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations; provided, however, that nothing in this Paragraph 47 affects (a) the enforceability of the covenants by the United States and the State set forth in Paragraphs 16 (Covenants for Settling Defendants by United States) and 18 (Covenants for Settling Defendants by the State), (b) the Settling Defendants reserved rights set forth in Paragraph 29 (General Reservations of Settling Defendants' Rights) and Paragraph 30, or (c) the provisions in Section XII (Property Provisions).

#### **XIV. NOTICES AND SUBMISSIONS**

48. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it will be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email



(if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

**As to DOJ by email:** eescdcopy.enrd@usdoj.gov  
Re: DJ# 90-11-3-11676

**As to DOJ by mail:** EES Case Management Unit  
U.S. Department of Justice  
Environment and Natural Resources Division  
P.O. 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-11676

**and:** Chief  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Defense Section  
P.O. 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-11676

**As to EPA:** William Lindsey  
Senior Assistant Regional Counsel  
CERCLA Enforcement Section  
Office of Regional Counsel (8ORC-C)  
USA EPA Region 8  
1595 Wynkoop Street  
Denver, Colorado 80202-1129  
Lindsey.William@epa.gov

Douglas Naftz  
Senior Assistant Regional Counsel  
CERCLA Enforcement Section  
Office of Regional Counsel (8ORC-C)  
U.S. EPA Region 8  
1595 Wynkoop Street  
Denver, CO 80202-1129  
Naftz.Douglas@epa.gov

**As to USDA:** Kirk Minckler  
Office of the General Counsel  
U.S. Department of Agriculture  
1617 Cole Boulevard, Suite 385E  
Lakewood, CO 80401-3305  
kirk.minckler@usda.gov

**As to DOI:** Nathalie Doherty  
Attorney-Advisor  
U.S. Department of the Interior  
Office of the Solicitor  
601 SW 2nd Avenue, Suite 1950  
Portland, OR 97204  
Nathalie.Doherty@sol.doi.gov

**As to the State:** Jason King  
Senior Assistant Attorney General  
Colorado Department of Law  
1300 Broadway, 7<sup>th</sup> Floor  
Denver, CO 80203  
Jason.King@coag.gov

**As to Sunnyside Gold Corporation:** Christopher C. Stoneback  
Crowley Fleck PLLP  
490 North 31st Street, Suite 500  
Billings MT, 59101-1288  
cstoneback@crowleyfleck.com

**As to Kinross Gold Corporation:** Craig Galli  
Holland & Hart LLP  
222 S. Main Street, Suite 2200  
Salt Lake City, UT 84101  
cgalli@hollandhart.com

*with a copy to:*

General Counsel  
Kinross Gold Corporation  
25 York St., 17th Floor  
Toronto, Ontario M5J 2V5  
Canada

## **XV. RETENTION OF JURISDICTION**

49. This Court will retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

#### **XVI. INTEGRATION**

50. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

#### **XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

51. This Consent Decree will be lodged with the Court for a period of at least 30 Days for public notice and comment. The United States and the State reserve the right to withdraw or withhold their consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

52. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

#### **XVIII. SIGNATORIES/SERVICE**

53. Each undersigned representative of a Settling Defendant and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, or his designee and the Assistant Attorney General, Colorado Department of Law, Natural Resources and Environment Section certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

54. Each Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States or the State

has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

55. Each Settling Defendant will identify, on the attached signature pages, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

#### **XIX. FINAL JUDGMENT**

56. Upon entry of this Consent Decree by the Court, this Consent Decree will constitute the final judgment between and among the United States, the State, and the Settling Defendants. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_.

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**WILLIAM P. JOHNSON**  
**CHIEF UNITED STATES DISTRICT JUDGE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR THE UNITED STATES OF AMERICA:

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

Dated: \_\_\_\_\_

**NICHOLAS  
MORALES**

Digitally signed by NICHOLAS  
MORALES  
Date: 2022.01.20 14:55:35 -05'00'


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NICHOLAS MORALES  
Trial Attorney  
RUBEN GOMEZ  
Senior Attorney  
KATHERINE MATTHEWS  
Senior Counsel  
Environment and Natural Resources Division  
Environmental Enforcement Section  
United States Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Phone: (202) 616-8860 (Morales)  
Phone: (202) 514-4797 (Gomez)  
E-mail: nicholas.morales@usdoj.gov  
E-mail: ruben.gomez@usdoj.gov


THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR THE UNITED STATES OF AMERICA:

Dated: Jan. 19, 2022

  
ALAN GREENBERG  
Senior Trial Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Defense Section  
999 18th Street, Suite 370  
Denver, CO 80202  
alan.greenberg@usdoj.gov  
(303) 844-1366

Dated: January 19, 2022

  
TSUKI HOSHIJIMA  
Trial Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Defense Section  
P.O. Box 7611  
Washington, D.C. 20004-7611  
(202) 514-3468  
tsuki.hoshijima@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated: \_\_\_\_\_

KENNETH  
SCHEFSKI

Digitally signed by KENNETH  
SCHEFSKI  
Date: 2021.12.08 09:16:59 -07'00'

\_\_\_\_\_  
KENNETH C. SCHEFSKI  
Regional Counsel  
U.S. Environmental Protection Agency  
Region 8  
1595 Wynkoop St.  
Denver, CO 80202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated: \_\_\_\_\_

**LAWRENCE  
STARFIELD**

Digitally signed by LAWRENCE  
STARFIELD  
Date: 2021.12.08 14:47:20  
-05'00'

\_\_\_\_\_  
**LAWRENCE E. STARFIELD**  
Acting Assistant Administrator  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave. NW  
Washington, DC 20460



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR THE U.S. DEPARTMENT OF THE INTERIOR:

**AARON  
MOODY**

Digitally signed by AARON  
MOODY  
Date: 2021.12.22 12:58:41  
-05'00'

\_\_\_\_\_  
Dated

\_\_\_\_\_  
AARON MOODY  
Associate Solicitor  
U.S. Department of the Interior  
Office of the Solicitor  
Division of Land Resources  
1849 C Street, N.W., MS6412  
Washington, DC 20240

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR THE USDA FOREST SERVICE:

Dated: January 12, 2022

*For* **SANDRA WATTS** Digitally signed by SANDRA WATTS  
Date: 2022.01.12 11:26:56 -0700

**CHRISTOPHER B. FRENCH**  
Deputy Chief, National Forest System  
USDA Forest Service  
1400 Independence Ave. SW  
Washington, DC 20250

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR THE STATE OF COLORADO:

Dated: 11/22/2021

  
\_\_\_\_\_

JILL HUNSAKER RYAN

Executive Director

Colorado Department of Public Health and Environment

4300 Cherry Creek Drive South

Denver, CO 80246

Approved as to form:

  
\_\_\_\_\_

JASON E. KING\*

Senior Assistant Attorney General

Colorado Department of Law

1300 Broadway, 7<sup>th</sup> Floor

Denver, CO 80203

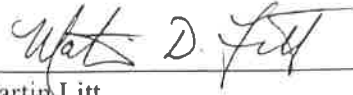
jason.king@coag.gov

\*Counsel for the State of Colorado

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR SUNNYSIDE GOLD CORPORATION:

Dated: 11/4/2021



\_\_\_\_\_  
Martin Litt  
President & General Counsel  
Sunnyside Gold Corporation

Approved as to form:



\_\_\_\_\_  
Neil G. Westesen  
Counsel for Sunnyside Gold Corporation  
Crowley Fleck, PLLP  
P.O. Box 797  
Helena, MT 59624-0797  
Phone: (406)449-4165  
Email: [nwestesen@crowleyfleck.com](mailto:nwestesen@crowleyfleck.com)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of In re: Gold King Mine Release in San Juan County, Colorado on August 5, 2015, No. 1:18-md-02824-WJ, relating to the Bonita Peak Mining District Site.

FOR KINROSS GOLD CORPORATION:

Dated: 11/4/21



---

Nathan Longenecker  
Senior Vice-President, Legal, and General Counsel  
Kinross Gold Corporation

Approved as to form:



---

Bradford C. Berge  
Counsel for Kinross Gold Corporation  
Holland & Hart LLP  
110 N Guadalupe, Ste 1  
Santa Fe, NM 87501  
Telephone: (505) 954-7284  
Email: bberge@hollandhart.com

SouthWEST Opioid Response District (SWORD)  
**INTERGOVERNMENTAL AGREEMENT OF PARTICIPATING LOCAL  
GOVERNMENTS**

**THIS** SouthWEST Opioid Response District (SWORD) **INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made between Archuleta County, Dolores County, La Plata County, Montezuma County, San Juan County and the included municipalities as undersigned below, individually herein as “Participating Local Governments” or “Party” or collectively as the “Parties”).

**RECITALS**

**WHEREAS**, the State of Colorado and the Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

**WHEREAS**, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

**WHEREAS**, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

**WHEREAS**, pursuant to the Terms of the Colorado MOU, Participating Local Governments must organize themselves into Regions, as further depicted in Exhibit E to the Colorado MOU. The SWORD (Region 17) is composed of Participating Local Governments in Montezuma, Dolores, San Juan, La Plata, and Archuleta Counties;

**WHEREAS**, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share and each Region shall be eligible to receive a Regional Share according to Exhibit C to the Colorado MOU;

**WHEREAS**, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds and shall administer its Regional Share allocation;

**WHEREAS**, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

**WHEREAS**, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

**WHEREAS**, each such Regional Council shall designate a fiscal agent from a participating county or municipal government within that Region;

**WHEREAS**, each such Regional Council shall submit an initial two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

**WHEREAS**, the Agreement pertains to the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU, and the accompanying exhibits to the Colorado MOU, as incorporated herein by reference.

3. **REGIONAL COUNCIL.**

**3.1. Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties (Participating Local Governments), shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered. This may also include settlement funds from individual communities that chose to designate to the regional pool.

**3.2. Membership:** The Parties agree that the Regional Council for the Southwest Region (Region 17) shall be called the **SouthWEST Opioid Response District (SWORD)** and consist of at least seven (7) members from the following:

- a. **Voting Members.** Initial Voting Members shall be appointed by the Parties as set forth below. The Parties shall collaborate to appoint Local Government Members and at least one Voting Member shall be appointed from each county. No single county or city/town should dominate the make-up of the Regional Council, and to the extent practicable, each Voting Member shall reside, or be employed by, a different city/town within the counties. After initial membership is determined, the SWORD Bylaws will guide the appointment process for Voting Members.
  - i. 1 representative appointed by each county (can be commissioners).
  - ii. 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors).

A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional Council.

- iii. At least 1 representative from each public health department within the region.
- iv. At least 1 representative from a county human services department.
- v. At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town, district attorney, etc.).
- vi. At least 1 representative from a municipal or county court system within the region.

b. **Non-Voting Members.** Non-voting members shall serve in an advisory capacity with the **SWORD** Bylaws outlining terms and selection criteria. Any Non-Voting Members shall be appointed by the Voting Members and comprised of, but not limited to the following, and shall not to include providers who may be recipients of funds:

- i. Representatives from behavioral health providers.
- ii. Representatives from health care providers.
- iii. Recovery/treatment experts.
- iv. Other county or city representatives.
- v. Tribal representatives.
- vi. A representative from the Attorney General's Office as desired.
- vii. Community representative(s), preferably those with lived experience with the opioid crisis.

c. **Chair:** The Voting Members of the SWORD Council shall appoint one member to serve as Chair of the Regional Council. The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the SWORD Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be a Voting Member.

**3.3. Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.



**3.4. Terms:** The SWORD Council will establish terms and procedures through its Bylaws, that will be consistent with this IGA and the Colorado MOU. A copy of the Bylaws, will be attached as Exhibit A of this Agreement.

- a. If a Voting Member resigns or is otherwise removed from the SWORD Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) to serve the remainder of the term. If the Parties are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the SWORD Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a).
- b. SWORD Council members may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

**3.5. Duties:** The Regional Council has the authority to engage with the Abatement Council on behalf of the Region and follow the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

**3.6. Governance:** The SWORD Council will establish its own procedures through adoption of bylaws but is not a separate legal entity. Any governing documents must be consistent with the other provisions in this Agreement, and the Colorado MOU.

Should the SWORD Council require legal assistance, the Regional Council will either hire its own legal counsel or utilize the legal counsel from one of the county or municipal governments within the regional area. The Regional Council will determine the method for compensating legal counsel, if needed; provided, however, that if the reason for employing legal counsel is to resolve a dispute within the Regional Council or among the Local Governments that make up the Regional Council, the parties involved in the dispute will recuse themselves from the decision regarding utilizing legal counsel.

**3.7. Collaboration:** The Regional Council should work to facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

**3.8. Transparency:** The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional

Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

**3.9. Conflicts of Interest:** All Members of the Council, voting and non-voting, shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**3.10. Ethics Laws:** Members of the Council shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

**3.11. Decision Making:** The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

#### **4. REGIONAL FISCAL AGENT**

**4.1. Purpose:** According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region. This may also include settlement funds from individual communities that chose to designate to the regional pool.

**4.2. Designation and Term:** The Parties agree that **La Plata County** shall act as the initial fiscal agent for the Region for a period of one-year from the date this Agreement becomes effective, by the Regional Council, unless the fiscal agent resigns as set forth in this Agreement. Thereafter, the Regional Council shall nominate and designate a fiscal agent for the Region by majority vote on an annual basis. Regional fiscal agents must be one of the Participating Local Governments.

**4.3. Duties:** The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council; provided, that nothing shall require the fiscal agent to make funds available or expend them when the fiscal agent has a reasonable basis to believe that use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement. Additionally, to the extent that the Regional fiscal agent is responsible for contracting with third-parties for goods and services approved by the Regional Council, the fiscal agent will procure goods or services, and award contracts, in the manner that is consistent with its own procurement

code and/or policies and will only enter into agreements on terms that are agreeable to the fiscal agent.

- b. **Reporting to Abatement Council:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

**4.4. Authority:** The fiscal agent serves at the direction of the Regional Council and in service to the entire Region, subject to the limitations set forth in this Section 4. The terms of the Colorado MOU control the authority of the Regional Council, and by extension, the Regional fiscal agent. The Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

**4.5. Administrative Fee:** According to the Colorado MOU, the total administrative fee paid by the Regional Council for all administrative costs shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.

This Parties agree that the Regional fiscal agent shall receive an administrative fee of 10%, or its actual costs if less, annually including but not limited to in-kind expenses for staff services. The rates, fees, or the cost of staff and employee services provided by the fiscal agent shall be based upon each Party's organization-wide cost allocation plan that allocates indirect costs across operations prepared in accordance with the cost principles found in the Office of Management and Budget Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

The Parties further agree that if the fiscal agent becomes involved in litigation or is required to take any action to enforce or defend any contract or agreement entered into on behalf of the Regional Council, the fiscal agent shall be entitled to reimbursement of all costs and expenses, as well as attorneys' fees, incurred in prosecuting, defending, or settling such matter. Such costs shall be paid for first from the then-current or future administrative costs the Regional Council is allowed to collect from the Opioid Funds and then equally by the Parties themselves, to the extent permitted by law. Provided, however, that the Regional Council shall have no duty to reimburse the fiscal agent if the litigation is as a result of the fiscal agent's gross negligence or willful conduct.

**4.6. Resignation of Fiscal Agent:** If the fiscal agent has a reasonable basis to believe that any proposed use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement, if procurement of goods or services would be inconsistent with its own procurement code and/or policies, or if the proposed terms and

conditions any proposed contract or agreement contain terms that are not agreeable to the fiscal agent, the fiscal agent shall inform the Regional Council that it will not expend funds as directed by the Council. Moreover, in such an event or if the fiscal agent incurs any costs, expenses, or other liability in prosecuting, defending, or settling any claims related to a contract entered into on behalf of the Regional Council that are not reimbursed by the Regional Council, the fiscal agent shall have the authority and right to resign as the Regional fiscal agent. Upon such resignation, if no other Party agrees to act as fiscal agent and accept transfer of unexpended Opioid Funds within thirty (30) days of receipt of notice from the resigning fiscal agent, the resigning fiscal agent shall have the right to return unexpended Opioid Funds to the Abatement Council.

Resignation as the fiscal agent shall not otherwise affect any Participating Local Government's participation in the Regional Council and shall not be deemed as a termination of the Agreement or withdrawal from participation in the Regional Council.

## **5. REGIONAL TWO-YEAR PLAN**

**5.1. Purpose:** According to the Colorado MOU, as part of the Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

**5.2 Development of 2-Year Plan:** In developing a 2-year plan, the Regional Council will solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

**5.3 Amendment:** At any point, the Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

## **6. DISPUTES WITHIN REGION.**

In the event that any Party disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Party shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Party informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision. Notwithstanding the foregoing, the Regional fiscal agent has the right and authority to refrain from taking actions as set forth in Section 4 above.

**7. DISPUTES WITH ABATEMENT COUNCIL.**

If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

**8. RECORDKEEPING.**

The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Agreement.

**9. TERM.**

The Agreement will commence on the date it is fully executed by all Parties, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement (the "Term").

**10. INFORMATIONAL OBLIGATIONS.**

Each Party hereto will meet its obligations as set forth in C.R.S. § 29-1-205, as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

**11. CONFIDENTIALITY.**

The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to subpoena, discovery or the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to a Party for disclosure of confidential materials, that Party shall advise the other Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If any Party objects to disclosure of any of its material, the objecting Party shall identify the legal basis under the Act for any right to withhold. In the event of any administrative or legal action where a subpoena or discovery request is served or the filing of a lawsuit to compel disclosure under the Act or otherwise, the objecting Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved or the objecting Party fails to intervene in the timeframe required by law for production of documents, the Parties may tender all material to the party that submitted the request.

**12. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to the Agreement will be in any District Court in the defined region. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both this Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

**13. TERMINATION.**

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, any Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties. A Party's decision to terminate this Agreement, with or without cause, shall have no impact on the other Parties' present or future administration of its Opioid Funds and the other procedures outlined in this Agreement. Rather, any Party's decision to terminate their participation in this Agreement shall have the same effect as non-participation, as outlined in Section 3.3.

**14. NOTICES.**

"Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (1) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or (2) overnight carrier service or personal delivery, when received. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Archuleta County - PO Box 1507 Pagosa Springs, CO 81147

Town of Pagosa Springs - PO Box 1859 Pagosa Springs, CO 81147

Dolores County - Dolores County PO Box 608 Dove Creek, CO 81324

Town of Dove Creek - PO Box 508 Dove Creek, CO 81324

Town of Rico - PO Box 9 Rico, CO 81332

La Plata County - 1101 E. 2<sup>nd</sup> Avenue Durango, CO 81301

Town of Bayfield - PO Box 80 Bayfield, CO 81122

City of Durango - 949 E. 2<sup>nd</sup> Avenue Durango, CO 81301

Town of Ignacio - PO Box 459 Ignacio, CO 81137

Montezuma County - 109 W. Main Street #260 Cortez, CO 81321

City of Cortez - 123 Roger Smith Avenue Cortez, CO 81321

Town of Dolores - PO Box 630 Dolores, CO 81323

Town of Mancos - PO Box 487 Mancos, CO 81328

San Juan County- PO Box 466 Silverton, CO 81433

Town of Silverton - PO Box 250 Silverton, CO 81433

Any Party may update their notice address by providing a Key Notice to the other parties in the manner set forth in this Agreement.

## **15. GENERAL TERMS AND CONDITIONS**

- 15.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 15.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 15.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 15.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 15.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its

provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

- 15.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 15.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 15.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 15.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 15.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 15.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 15.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request. Provided, however, that any records related to the receipt and



expenditure of Opioid Funds shall be maintained for at least five (5) years, in the manner as set forth in the Colorado MOU.

**15.13. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**15.14. Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

**Attached Exhibits**

**Exhibit A Proposed Bylaws**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Therefore the Parties hereto have executed this agreement on the date shown below:**

**ARCHULETA COUNTY, COLORADO**

by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DOLORES COUNTY, COLORADO**

by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**La PLATA COUNTY, COLORADO**

by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MONTEZUMA COUNTY, COLORADO**

by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN JUAN COUNTY, COLORADO**

by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF PAGOSA SPRINGS, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF DOVE CREEK, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF RICO, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BAYFIELD, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF IGNACIO, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF DOLORES, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF MANCOS, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CORTEZ, COLORADO**

by and through its Council

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF DURANGO, COLORADO**

by and through its Council

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

OFFICIAL BYLAWS OF  
“SouthWEST Opioid Response District (SWORD).”

ARTICLE I - NAME AND STATUS

The name of this organization shall be the SouthWEST Opioid Response District (SWORD) (hereinafter known as the “Council”) is comprised of five counties in the State of Colorado, Montezuma, La Plata, Archuleta, San Juan, and Dolores, two sovereign nations, and several municipalities therein.

ARTICLE II – PURPOSE

The purpose of this Regional Council is to receive, manage, and report on the use of Opioid Funds from the State of Colorado pursuant to the Colorado Opioids Settlement Memorandum of Understanding dated August 26, 2021 (“Colorado MOU”) and the SouthWEST Opioid Response District Intergovernmental Agreement (“IGA”). The defined terms used in these Bylaws shall have the same meanings as in the Colorado MOU. Each Region must create its own Regional Council while following the procedures established by the Colorado MOU and the IGA. The Regional Council must be formed by the Participating Local Governments within the Region and designate a county fiscal agent for the Region. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent, for the benefit of the entire Region. This may also include settlement funds from individual communities that chose to designate to the regional pool.

The Council is constituted for the purpose to formulate and submit an initial 2-year plan, implement and track the plan as well as the opioid settlement funds by reporting the usage of funds to the Abatement Council, with management of funds by the identified fiscal agent.

The Council is not formed for any pecuniary or financial gain and no part of the assets, income, or profit of the Council shall be distributed to or for the benefit of the directors, officers, committee members or staff of the organization.

ARTICLE III - MEMBERSHIP

The organization’s membership shall consist of at least seven members made up of the following:

A. Voting Members

- One representative appointed by each county (can be a county commissioner or employee)
- One representative appointed from a rotating city/town within each county. The counties with more than one city/town can choose a rotating member selected by

majority vote of the cities/towns that do not have a voting member sitting on the Council.

- One representative from each public health department within the region.
- One representative from a county human services department (can be included as county rep if a county employee).
- At least 1 representative from law enforcement and District Attorney office
- One representative from a municipal or county court system with the region

B. Non-voting Members

Non-voting members serve in an advisory capacity and may consist of the following:

- Representatives from behavioral health providers.
- Representatives from health care providers.
- Recovery/treatment experts.
- Representatives from each tribal nation.
- Other county, or city representatives.
- A representative from the Attorney General's Office.
- Community representative(s), preferably those with lived experience with the opioid crisis.

C. Appointments to the Board

- The Council will annually review the make-up of the members to assure the required positions above are met.
- The Council shall also formally recognize resignations and request new candidates for membership, as appropriate.
- Non-voting members, with the exception of tribal governments, must fill out an interest form and submit to the Council for review. The number of nonvoting members is flexible but will not exceed the number of voting members.

D. Term. The term of a voting and non-voting member shall be two years as of Feb. 1<sup>st</sup> of each year. All voting and non-voting members may serve successive terms if eligible per the IGA. All officers are elected annually and may serve consecutive terms if eligible per the IGA.

E. Vote Required for Action. Any action of the Council may be taken by a simple majority vote of the voting members present if there is a quorum, except as provided elsewhere in the IGA.

F. Quorum. A majority of the voting members shall constitute a quorum for the transaction of business at any meeting. In the absence of a quorum, but when at least seventy-five (75%) percent of the quorum is present, action may be taken as a Council and later ratified by written signature of absent members affirming or denying action items.

ARTICLE IV – OFFICERS AND THEIR ELECTION

The officers of the Council will consist of the Chair, Vice-Chair, Secretary, and Treasurer. The Treasurer shall be a representative of the organization that has been designated as the fiscal agent. No more than two officers will be elected from any one county. All officers shall be Voting Members.

- A. The Chair will be elected annually by a majority vote of the Council. The Chair will not be able to vote except in the case of a tie.
- B. The Vice-Chair be elected annually and will assume the position of Chair upon the death, disability, removal from office, or inability of the Chair to serve. If the assumption of the position of Chair is to be permanent, the Council shall elect a new Vice-Chair at their next regular meeting.
- C. In the event that a vacancy occurs in both the positions of Chair and Vice-Chair, the Secretary shall assume the Chair, and elections shall be held at the next regular meeting of the Council to replace the two vacant positions.

Elections for officers shall be held at the first regular meeting of the Council within that calendar year. Only those persons who have signified their consent to serve if elected may be nominated or elected to hold office.

An officer, voting, or non-voting member of the Council may be removed from the board for cause. Cause is defined as follows:

- Conflict of interest (where not fully disclosed)
- Misuse of confidential information
- Missing three consecutive meetings
- Upon removal from the Council by the appropriate appointing organization
- Unprofessional behavior that in no way forwards the Council's purpose. Such behavior shall only constitute cause in the event that at least 75 percent of the Council's members determine it to be such via a special vote.

#### ARTICLE V – DUTIES OF OFFICERS

**Chair:** The Chair shall preside at all meetings of the Council. The Chair shall perform other duties as may be prescribed in these Bylaws as assigned to him/her by the Council and shall coordinate the work of the Council and any special or standing committees, contractors, and staff as may be developed. The Chair shall also serve as the point of contact for disputes within the Region.

**Vice Chair:** The Vice-Chair shall perform all duties of the Chair in the absence of the Chair, and other specialized duties as assigned by the Council.

Secretary: The Secretary shall assure that minutes are kept of all Council meetings, see that timely notice of meetings is given, and serve as the custodian of Council records.

Treasurer: The Treasurer shall ensure that full records of all financial transactions are maintained in an orderly and appropriate manner for review by funding entities and the Board, ~~and ensure that maximum earnings and security are given all organization funds.~~ The Treasurer shall be from the entity that serves as the Region's fiscal agent and shall be responsible for ensuring that the duties of the fiscal agent under the Colorado MOU and IGA are carried out.

#### ARTICLE VI – NO SEPARATE LEGAL ENTITY

The Council SHALL NOT be a separate legal entity from its members.

#### ARTICLE VII – MEETINGS

The Council will meet at least annually to certify membership for the following year, review organization progress, and set major policy matters. A quorum will be required to transact business. A quorum will be defined as a majority of voting positions. The Council at the annual meeting may set other regular meetings for that calendar year. A meeting of the Council may be called at any time by the Chair, or by a majority of Council members with three days written notice to all members.

In the event that a matter is urgent or under a time constraint/deadline, the Board Chair shall call an emergency meeting that will take place via Zoom, WebEx, or a similar video conferencing platform. The Secretary shall provide email notice to all Council members at least 24 hours in advance of the emergency meeting.

In all cases regarding email meetings, all transactions will require the presence of a quorum as defined above.

All meetings of the Council shall be open to the public and the media as required by applicable open-records laws. The Chair may call an executive session for the purpose of discussing sensitive legal matters, personnel issues, contract negotiations, ~~the discussion of specific prospective businesses where confidentiality has been requested,~~ or such other confidential matters as authorized by law.

#### ARTICLE VIII – BUDGET AND FISCAL CONTROLS

The Council will prepare an annual budget and submit it to the fiscal agent per their budget deadlines. Adoption of the Budget will be at the final scheduled meeting of the year.



Fiscal controls will be established and voted on by the Council. This will include invoice and payment procedures.

ARTICLE IX – FISCAL YEAR

The fiscal year of the Council shall be the calendar year.

ARTICLE X – AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed, by a majority vote of the Council at any meeting provided, however, that written notice of the proposed amendment or repeal, verbatim, shall be mailed to each Council member not less than ten days prior to such meeting.

PASSED, APPROVED AND ADOPTED by a majority vote of the full Council executed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

\_\_\_\_\_  
- Chair

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

	Beginning Balance	Revenue	Expenditures	Ending Balance
Total General Operation	459,986	2,760,540.05	2,859,004.37	361,522
Road & Bridge Operation	441,282	528,714.34	584,913.74	385,083
Contingency	54,555	0.00	0.00	54,555
TABOR Emergency	30,000	0.00	0.00	30,000
Social Services	69,043	125,592.61	125,592.61	69,043
Conservation Trust	9,133	805.14	0.00	9,938
County Lodging Tax	198,043	204,283.55	85,000.00	317,327
Emergency Services Fund	375,873	974,421.16	815,899.65	534,394
Anvil Mountain Housing	134,739	135,714.50	102,960.18	167,493
Noxious Weed Management	1,988	0.00	0.00	1,988
Escrow Accounts (Below)	750,374	223,070.66	180,000.00	793,444
<b>TOTAL</b>	<b>2,525,015</b>	<b>4,953,142.01</b>	<b>4,753,370.55</b>	<b>2,724,787</b>

ESCROW ACCOUNTS	Balance	Revenue	Expenditures	Balance
Ambulance	52,078	10,002.19	0.00	62,080
Fire Department	145,009	20,006.32	0.00	165,015
Sheriff's Vehicle	43,035	10,000.72	0.00	53,036
Computer Equipment	4,043	0.44	0.00	4,043
Clerk's Computer Equipment	2,889	37.00	0.00	2,926
Courthouse	63,018	20,000.00	20,000.00	63,018
Assessor/Treasurer	3,091	0.62	0.00	3,092
Historical Archives	328	0.21	0.00	328
Workforce Housing	2,477	1.53	0.00	2,478
Land Use Fund	50,174	3,002.77	0.00	53,176
Emergency Preparedness	2,157	0.71	0.00	2,157
Secure Rural Schools	125,648	0.00	0.00	125,648
Gravel	144,421	0.99	0.00	144,421
County Barn	35,088	21,004.60	21,000.00	35,092
Road Equipment	13,006	129,004.92	129,000.00	144,425
LOST 4-Wheelers	3,862	0.33	0.00	35,088
CR 2 and 110 Asphalt Maintenance	60,051	10,007.31	10,000.00	60,058
CDOT Contract (110A & B)	0	0.00	0.00	0
<b>TOTAL</b>	<b>750,374</b>	<b>223,070.66</b>	<b>180,000.00</b>	<b>793,444</b>

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**FUND REVENUE**

	Budget	December	Year to Date	100% of Year % of Budget
General Operation	1,996,559	952,352.63	2,896,083.06	145%
General Operation Grants	750,738	81,973.10	836,411.81	111%
<b>General Operation Total</b>	<b>2,747,297</b>	<b>1,026,087.35</b>	<b>2,760,540.05</b>	<b>100%</b>
Road & Bridge Operation	556,890	13,412.87	528,714.34	95%
Emergency Services Fund	755,000	93,550.49	974,421.16	129%
Contingency	0	0.00	0.00	0%
County Lodging Tax	105,000	3,364.85	204,283.55	195%
Conservation Trust	740	202.08	805.14	109%
TABOR Emergency	0	0.00	0.00	0%
Noxious Weed Management	0	0.00	0.00	0%
Social Services	198,039	12,100.13	125,592.61	63%
Anvil Mountain Workforce Housing	249,000	41,223.00	135,714.50	55%
Escrow Accounts (Below)	228,700	228,070.66	229,537.74	100%
<b>TOTAL</b>	<b>4,840,666</b>	<b>1,418,011.43</b>	<b>4,959,609.09</b>	<b>102%</b>

Escrow Accounts	Budget	December	Year to Date	
Ambulance	10,000	10,002.19	10,028.97	100%
Fire Department	20,000	20,006.32	20,083.46	100%
Sheriff's Vehicle	10,000	10,000.72	10,009.53	100%
Search and Rescue	5,000	5,000.00	5,000.00	100%
Computer Equipment	20	0.44	5.84	0%
Clerk's Technology Fund	500	37.00	773.00	155%
Courthouse	20,000	20,000.00	20,335.34	102%
Assessor/Treasurer	25	0.62	8.19	0%
Historical Archives	10	0.21	2.79	0%
Workforce Housing	100	1.53	20.21	0%
Land Use Fund	3,000	3,002.77	3,036.51	101%
Emergency Preparedness	30	0.71	9.37	0%
Gravel	0	0.99	13.08	0%
Secure Rural Schools	0	0.00	0.00	0%
	<b>68,685</b>	<b>68,053.50</b>	<b>69,326.29</b>	<b>101%</b>
Road Equipment	129,000	129,004.92	129,049.87	100%
County Barn	21,000	21,004.60	21,060.72	100%
LOST 4-Wheelers	15	0.33	4.35	0%
CR 2 and 110 Asphalt Maintenance	10,000	10,007.31	10,096.51	101%
CDOT Contract (110A & B)	0	0.00	0.00	0%
	<b>160,015</b>	<b>160,017.16</b>	<b>160,211.45</b>	<b>100%</b>
<b>TOTAL</b>	<b>228,700</b>	<b>228,070.66</b>	<b>229,537.74</b>	<b>100%</b>

**2021 DECEMBER FINANCIAL REPORT**  
**SAN JUAN COUNTY, COLORADO**

**GENERAL FUND REVENUE**

	Budget	December	Year to Date	100% of Year % of Budget
Property Tax	875,109	5,383.15	874,065.44	100%
Delinquent Tax + Interest	5,000	374.09	4,316.45	86%
Treasurer's Fees	81,000	2,481.14	86,072.93	106%
S.O. Tax A, B, C, F	83,000	6,010.01	77,118.21	93%
Miscellaneous Revenue	15,000	3,564.93	27,714.26	185%
Cigarette Tax	300	72.92	477.24	159%
Courthouse Rent	2,500	0.00	0.00	0%
Hospital Building Rent	10,000	400.00	2,000.00	20%
Preschool Rent	6,000	0.00	6,000.00	100%
Veterans	7,350	0.00	13,328.00	181%
Town Contract - Sheriff	287,400	23,322.41	279,868.92	97%
Clerk's Fees	42,000	4,924.31	66,429.02	158%
Sales Tax	185,000	19,828.10	266,041.68	144%
Excise Tax	2,500	0.00	1,663.32	67%
Health Dept. Grants & Fees	260,000	31,802.84	252,667.78	97%
Liquor Licenses	3,000	0.00	2,300.00	77%
Investment Income	10,000	58.13	892.69	9%
Copies - Maps - etc.	200	0.00	0.00	0%
Building Permits / Fees	0	0.00	0.00	0%
Subdivision Fees	0	0.00	0.00	0%
Land Use Fees	5,000	0.00	7,060.00	141%
Alpine Ranger	0	0.00	0.00	0%
Social Services	24,000	4,392.60	48,701.50	203%
Mineral Lease Severence	37,000	0.00	1,375.27	4%
USFS Contract - Sheriff	4,600	0.00	0.00	0%
BLM Contract - Sheriff	10,000	0.00	10,000.00	100%
Sheriff's Fees/Fines	500	0.00	0.00	0%
Fire Authority Reimbursement	6,000	0.00	6,973.95	0%
Advertise/Overbids	4,000	7.00	10,695.00	267%
Road & Bridge Administration	0	0.00	0.00	0%
IGA with Town of Silverton	0	0.00	0.00	0%
Election Reimburse	600	0.00	590.40	98%
Escrow Transfer In	29,500	849,731.00	849,731.00	
<b>Sub-Total</b>	<b>1,996,559</b>	<b>952,353</b>	<b>2,896,083</b>	<b>145%</b>
Emergency Management	14,000	0.00	7,500.00	54%
Ambulance Grant	0	0.00	0.00	0%
SHF - Hospital Building	0	0.00	0.00	0%
SHF Courthouse	100,000	0.00	0.00	0%
DOLA Courthouse	167,537	0.00	151,179.20	90%
Underfunded Courthouse Grant	80,000	0.00	33,306.00	42%
Housing Solutions CDBG	185,000	11,214.00	119,429.30	65%
CDPHE Communication Liaison	61,248	0.00	60,000.00	98%
DOLA Fire Truck	0	0.00	265,372.75	0%
REDI Grant MSI	32,953	0.00	0.00	
REDI Grant SJDA	85,000	0.00	17,000.00	
Other Grants	25,000	70,759.10	182,624.56	730%
<b>Sub-Total</b>	<b>750,738</b>	<b>81,973</b>	<b>836,412</b>	<b>111%</b>
<b>TOTAL</b>	<b>2,747,297</b>	<b>1,026,087.35</b>	<b>2,760,540.05</b>	<b>100%</b>

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**ROAD & BRIDGE FUND REVENUE**

	Budget	December	Year to Date	100% of Year % of Budget
P.I.L.T.	98,000	0.00	89,168.00	91%
Forest Reserve	100,000	0.00	44,837.97	45%
Highway Users Tax	332,781	13,196.69	375,780.29	113%
S.O. Tax A, B, C, F	1,150	110.65	1,419.78	123%
Refunds	4,500	0.00	0.00	0%
Sale of Assets	0	0.00	0.00	0%
Magnesium Chloride (USFS)	0	0.00	0.00	0%
CORE Mountain Fee	6,000	0.00	0.00	0%
EPA COOP Agreement	0	0.00	0.00	0%
Title II SRS	0	0.00	0.00	0%
Miscellaneous	2,500	0.00	1,343.10	54%
<b>Sub-Total</b>	<b>544,931</b>	<b>13,307.34</b>	<b>512,549.14</b>	<b>94%</b>
Property Tax	11,859	98.64	16,085.74	136%
Delinquent Tax and Interest	100	6.89	79.46	79%
<b>TOTAL</b>	<b>556,890</b>	<b>13,412.87</b>	<b>528,714.34</b>	<b>95%</b>

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**FUND EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
General Operation Total	3,218,943	463,982.63	2,859,004.37	89%
General Operation	2,081,971	314,444.39	2,206,368.54	106%
General Operation Grants	892,490	10,321.99	451,657.17	51%
Road & Bridge Operation	606,000	209,814.15	584,913.74	97%
Emergency Services Fund	839,550	76,768.38	815,899.65	97%
Contingency	10,000	0.00	0.00	0%
County Lodging Tax	100,000	20,000.00	85,000.00	85%
Conservation Trust	6,000	0.00	0.00	0%
Noxious Weed Management	1,988	0.00	0.00	0%
TABOR Emergency	0	0.00	0.00	0%
Social Services	203,900	10,734.23	125,592.61	62%
Anvil Mountain Workforce Housing	116,500	17,847.93	102,960.18	88%
Escrow Accounts (Below)	157,000	180,000.00	180,000.00	115%
<b>TOTAL</b>	<b>5,259,881</b>	<b>979,147.32</b>	<b>4,753,370.55</b>	<b>90%</b>

Escrow Accounts	Budget	December	Year to Date	
Ambulance	0	0.00	0.00	0%
Fire Department	0	0.00	0.00	0%
Sheriff's Vehicle	0	0.00	0.00	0%
Computer Equipment	0	0.00	0.00	0%
Clerk's Technology Fund	0	0.00	0.00	0%
Courthouse	20,000	20,000.00	20,000.00	100%
Assessor/Treasurer	0	0.00	0.00	0%
Historical Archives	0	0.00	0.00	0%
Workforce Housing	0	0.00	0.00	0%
Land Use Fund	0	0.00	0.00	0%
Emergency Preparedness	0	0.00	0.00	0%
Gravel	0	0.00	0.00	0%
Secure Rural School	0	0.00	0.00	0%
	20,000	20,000.00	20,000.00	100%
County Barn	21,000	21,000.00	21,000.00	100%
Road Equipment	116,000	129,000.00	129,000.00	111%
LOST 4-Wheelers	0	0.00	0.00	0%
CR 2 and 110 Asphalt Maintenance	0	10,000.00	10,000.00	0%
CDOT Contract (110A & B)	0	0.00	0.00	0%
	137,000	160,000	160,000	117%
<b>TOTAL</b>	<b>157,000</b>	<b>180,000.00</b>	<b>180,000.00</b>	<b>115%</b>

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**GENERAL FUND - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Administrator	127,000	9,602.87	116,553.58	92%
Ambulance	86,400	7,200.00	86,400.00	100%
Assessor	149,804	10,728.62	188,602.99	126%
Clerk & Recorder	124,553	10,527.93	123,447.61	99%
Commissioners	144,500	12,007.04	140,407.52	97%
Coroner	25,118	1,259.84	31,909.64	127%
County Attorney	40,000	429.00	28,070.00	70%
Custodian	109,117	15,548.37	101,451.17	93%
District Attorney	25,592	0.00	25,365.31	99%
Elections	5,000	0.00	1,680.02	34%
Fire Department	87,572	0.00	87,285.06	0%
Health Dept.	262,600	25,561.78	333,641.95	127%
Intergovernment	202,310	140,293.79	240,677.04	119%
Jail	20,000	65.00	10,595.00	53%
Office of Emergency Preparedness	71,552	6,629.94	115,264.84	161%
Sheriff	463,782	41,911.26	411,198.15	89%
Surveyor	2,500	0.00	2,500.00	100%
Treasurer	118,519	8,054.99	126,390.79	107%
Veterans Officer	1,052	446.20	3,893.41	370%
Miscellaneous	15,000	24,177.76	31,034.46	207%
<b>Sub-Total</b>	<b>2,081,971</b>	<b>314,444.39</b>	<b>2,206,368.54</b>	<b>106%</b>
Grants	892,490	10,321.99	451,657.17	51%
<b>Sub-Total</b>	<b>2,974,461</b>	<b>324,766.38</b>	<b>2,658,025.71</b>	<b>89%</b>
Treasurer's Fees	52,000	2,244.25	64,006.66	123%
Transfer to Escrow	71,000	13,000.00	13,000.00	18%
Transfer to Emergency Fund	121,482	123,972.00	123,972.00	102%
<b>Sub-Total</b>	<b>3,218,943</b>	<b>463,982.63</b>	<b>2,859,004.37</b>	<b>89%</b>
Escrow Expenditures	295,000	0.00	0.00	0%
<b>TOTAL</b>	<b>3,513,943</b>	<b>0.00</b>	<b>2,859,004.37</b>	<b>81%</b>

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**ADMINISTRATOR - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel	120,757	9,456.31	113,449.22	94%
Supplies	500	14.34	502.80	101%
Telephone/Internet	1,100	132.22	1,598.49	145%
Postage	50	0.00	0.00	0%
Travel	3,000	0.00	429.07	14%
Training	1,000	0.00	0.00	0%
Electronic Equipment	0	0.00	375.00	0%
Equipment Repair/Maint.	0	0.00	0.00	0%
Subscription - Dues	100	0.00	199.00	0%
Miscellaneous	493	0.00	0.00	0%
<b>TOTAL</b>	<b>127,000</b>	<b>9,602.87</b>	<b>116,553.58</b>	<b>92%</b>



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SAN JUAN COUNTY, COLORADO**

**AMBULANCE - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Ambulance Association	86,400.00	7,200.00	86,400.00	100%
<b>TOTAL</b>	<b>86,400.00</b>	<b>7,200.00</b>	<b>86,400.00</b>	100%
EMS Sales Tax	460,000.00	38,333.33	459,999.96	100%
Escrow	10,000.00	10,000.00	10,000.00	100%
	<hr/> 556,400.00	<hr/> 55,533.33	<hr/> 556,399.96	<hr/> 100%

**FIRE - EXPENDITURES**

	Budget	December	Year to Date	
Fire Authority	37,572.00	0.00	37,572.00	100%
Truck Payment	20,000.00	0.00	19,713.06	0%
Fireman's Pension	30,000.00	0.00	30,000.00	100%
<b>TOTAL</b>	<b>87,572.00</b>	<b>0.00</b>	<b>87,285.06</b>	100%
EMS Sales Tax				
Building Lease Purchase	25,678.00	0.00	25,677.38	100%
Building Maintenance & Operation	9,500.00	2,617.98	14,877.90	157%
Insurance	5,000.00	10,591.94	10,591.94	212%
Escrow	20,000.00	0.00	0.00	0%
	<hr/> 147,750.00	<hr/> 13,209.92	<hr/> 138,432.28	<hr/> 94%
Emergency Services Other	56,000.00	0.00	19,656.55	35%
Mezzanine	25,000.00	0.00	93,385.73	374%
Total Emergency Service	805,150.00	76,768.38	815,899.65	101%
Other	20,000.00	8,025.13	8,025.13	40%

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**ASSESSOR - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel	107,551	9,979.87	112,437.52	105%
Supplies	6,000	99.96	8,379.11	140%
Telephone	250	0.00	0.00	0%
Postage	300	84.00	304.20	101%
Printing	0	0.00	380.76	0%
Travel	2,887	314.79	1,284.79	45%
Dues	703	250.00	500.00	71%
Computer Lease	15,113	0.00	21,649.46	143%
Mapping	3,000	0.00	0.00	0%
Master Touch	2,500	0.00	1,892.45	0%
Equipment	1,000	0.00	0.00	0%
Consulting	10,000	0.00	40,988.00	0%
Miscellaneous	500	0.00	786.70	157%
<b>TOTAL</b>	<b>149,804</b>	<b>10,728.62</b>	<b>188,602.99</b>	<b>126%</b>

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SAN JUAN COUNTY, COLORADO**

**CLERK & RECORDER - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel	111,660	9,671.09	113,066.81	101%
Supplies	1,500	53.63	2,301.18	153%
Telephone/Internet	100	0.00	95.00	95%
Postage	1,500	5.15	1,591.63	106%
Printing	500	1.11	689.09	138%
Travel - Training	1,000	0.00	0.00	0%
Dues - Meetings	800	796.95	1,593.90	199%
Recording Service and Maintenance	7,000	0.00	4,110.00	59%
Recorder's Equipment Replacement	0	0.00	0.00	0%
Miscellaneous	493	0.00	0.00	0%
<b>TOTAL</b>	<b>124,553</b>	<b>10,527.93</b>	<b>123,447.61</b>	<b>99%</b>

**ELECTIONS - EXPENDITURES**

<b>TOTAL</b>	<b>5,000</b>	<b>0.00</b>	<b>1,680.02</b>	<b>34%</b>
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**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**COMMISSIONERS - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel	139,653	11,571.84	137,859.50	99%
Supplies	1,000	0.00	779.22	78%
Telephone	100	0.00	47.50	48%
Postage	25	0.00	63.44	0%
Printing	1,000	123.14	897.30	90%
Travel	2,000	0.00	0.00	0%
Miscellaneous	722	312.06	760.56	105%
<b>TOTAL</b>	<b>144,500</b>	<b>12,007.04</b>	<b>140,407.52</b>	<b>97%</b>

Travel			
Kuhlman	0.00	0.00	
McKay	0.00	0.00	
Fetchenhier	0.00	0.00	
Total	0.00	0.00	

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**CUSTODIAN - EXPENDITURES**

<b>COURTHOUSE</b>	<b>Budget</b>	<b>December</b>	<b>Year to Date</b>	<b>100% of Year % of Budget</b>
Personnel	33,945	1,419.87	27,159.18	80%
Supplies	1,000	122.40	1,316.65	132%
Maintenance	3,500	820.66	1,766.00	50%
Repairs	1,500	0.00	340.80	23%
Utilities	17,000	562.00	11,481.65	68%
Propane/Coal	12,000	9,320.30	25,105.35	209%
Vehicle Maintenance	500	0.00	265.86	53%
Miscellaneous	500	0.00	30.00	0%
<b>Sub-Total</b>	<b>69,945</b>	<b>12,245.23</b>	<b>67,465.49</b>	<b>96%</b>
<b>HOSPITAL</b>				
Personnel	16,972	799.34	14,336.88	84%
Supplies	700	0.00	455.61	65%
Maintenance	1,500	700.00	3,738.19	249%
Repairs	500	0.00	0.00	0%
Utilities	7,000	22.00	3,984.22	57%
Coal	12,000	1,781.80	11,470.78	96%
Miscellaneous	500	0.00	0.00	0%
<b>Sub-Total</b>	<b>39,172</b>	<b>3,303.14</b>	<b>33,985.68</b>	<b>87%</b>
<b>TOTAL</b>	<b>109,117</b>	<b>15,548.37</b>	<b>101,451.17</b>	<b>93%</b>

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**HEALTH DEPARTMENT - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel by Grant	265,210	22,787.99	220,872.11	83%
Personnel by General Fund	0	0.00	0.00	0%
Supplies	1,000	154.79	2,397.22	240%
Postage	100	0.00	60.45	60%
Telephone	0	0.00	1,002.13	0%
Travel - Training	100	0.00	106.82	107%
Dues - Meetings	400	0.00	1,329.00	332%
Licenses & Certifications	0	0.00	269.00	0%
Vaccines	500	0.00	147.74	30%
Miscellaneous	500	0.00	556.25	111%
<b>Total Operations</b>	<b>2,600</b>	<b>154.79</b>	<b>5,868.61</b>	<b>226%</b>
Emergency Planning PHEP	15,875	0.00	0.00	0%
SIMM	0	0.00	0.00	0%
Health Care Program Grant MCH/HCI	47,325	0.00	1,102.62	2%
STEPP	36,800	0.00	962.75	3%
OPPI	0			
Immunizations	0	0.00	0.00	0%
Miscellaneous Grants	5,000	0.00	5,447.14	109%
WINN	5,000			
COVID 19	150,000	2,619.00	99,388.72	
<b>Total Grants</b>	<b>260,000</b>	<b>25,406.99</b>	<b>327,773.34</b>	<b>126%</b>
<b>TOTAL</b>	<b>262,600</b>	<b>25,561.78</b>	<b>333,641.95</b>	<b>127%</b>

**2021 DECEMBER FINANCIAL REPORT**  
**SAN JUAN COUNTY, COLORADO**

**INTERGOVERNMENT - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
San Juan Basin Health	5,000	0.00	14,896.00	298%
Planning Commission	400	400.00	400.00	100%
Area Agency on Aging	850	850.00	850.00	100%
Club 20	300	0.00	300.00	100%
NACO	450	0.00	450.00	100%
Volunteers of America	300	300.00	300.00	100%
Region 9 E.D. District	425	0.00	425.00	100%
Cemetery Donation	250	250.00	250.00	100%
Fire Dept. Donations	100	100.00	100.00	100%
San Juan Development Assoc.	5,000	5,000.00	5,000.00	100%
Social Services	54,202	6,012.52	62,733.77	116%
Town Shared Services	63,357	47,887.00	47,887.00	76%
School - Subdivision Fees	0	0.00	0.00	0%
Annual Audit	10,000	0.00	11,900.00	119%
Liability Insurance (CTSI)	36,000	72,507.27	72,507.27	201%
Workers Comp. Insurance (CTSI)	6,000	4,987.00	4,987.00	83%
Transportation Dues	450	0.00	0.00	0%
Housing Solutions Grant	500	0.00	0.00	0%
AXIS Mental Health	500	500.00	500.00	100%
CCI Dues	6,226	0.00	6,000.00	96%
Preschool Loan	6,000	0.00	6,000.00	100%
MSI	1,000	1,000.00	1,000.00	100%
SWCOG	4,000	0.00	3,691.00	92%
Fireworks Donation	500	0.00	0.00	0%
Alpine Ranger	0	0.00	0.00	0%
Cascade Village Fiber	0	0.00	0.00	0%
Silverton Youth Center	500	500.00	500.00	100%
<b>Sub-Total</b>	<b>202,310</b>	<b>140,293.79</b>	<b>240,677.04</b>	<b>119%</b>
<b>GRANTS</b>				
SHF - Hospital Building	0	0.00	65,870.48	0%
DOLA Fire Truck	0	0.00	0.00	0%
CDPHE Communications Liaison	52,000	3,800.46	46,525.72	89%
Emergency Management	0	0.00	0.00	0%
SHF Courthouse	170,000	0.00	0.00	0%
DOLA Courthouse	167,537	3,245.00	154,897.95	92%
Underfunded Courthouse Grant	100,000	0.00	33,306.00	33%
Housing Solutions CDBG	185,000	0.00	108,216.30	58%
Clerks Electronic Technology	75,000	0.00	5,934.25	8%
REDI MSI	32,953	0.00		
REDI SJDA	85,000	3,276.53	36,906.47	43%
Other Grants	25,000	0.00	0.00	0%
<b>Sub-Total</b>	<b>892,490</b>	<b>10,321.99</b>	<b>451,657.17</b>	<b>51%</b>
		<b>150,615.78</b>	<b>692,334.21</b>	

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**MISCELLANEOUS COUNTY OFFICES - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
<b>CORONER</b>				
Personnel	15,118	1,259.84	15,118.09	100%
Miscellaneous	10,000	0.00	16,791.55	168%
	<b>25,118</b>	<b>1,259.84</b>	<b>31,909.64</b>	<b>127%</b>
<b>Surveyor</b>				
Personnel	2,500	0.00	2,500.00	100%
Miscellaneous	0	0.00	0.00	0%
	<b>2,500</b>	<b>0.00</b>	<b>2,500.00</b>	<b>100%</b>
<b>COUNTY ATTORNEY</b>				
Personnel	40,000	429.00	28,070.00	70%
Miscellaneous	0	0.00	0.00	0%
	<b>40,000</b>	<b>429.00</b>	<b>28,070.00</b>	<b>70%</b>
<b>DISTRICT ATTORNEY</b>				
	22891	0.00	22,664.62	99%
La Plata Courthouse Remodel	2,701	0.00	2,700.69	100%
	<b>25,592</b>	<b>0</b>	<b>25,365.31</b>	<b>99%</b>
<b>VETERANS OFFICER</b>				
Personnel	1,052	446.20	3,893.41	370%
Miscellaneous	0	0.00	0.00	0%
	<b>1,052</b>	<b>446.20</b>	<b>3,893.41</b>	<b>370%</b>
<b>EMERGENCY PREPAREDNESS</b>				
Personnel	51,552	6,614.95	103,128.13	200%
PIO		0.00	4,563.04	
Miscellaneous	20,000	14.99	7,573.67	38%
	<b>71,552</b>	<b>6,629.94</b>	<b>115,264.84</b>	<b>161%</b>



**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**SHERIFF - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel	379,008	23,975.01	293,852.64	78%
Workers Comp Ins.	10,000	10,310.00	10,310.00	103%
Supplies	8,500	925.62	14,179.15	167%
Telephone/Internet	6,500	262.57	7,641.18	118%
Postage	400	19.15	252.84	63%
Printing	100	0.00	744.00	0%
Training	2,500	0.00	2,024.42	81%
Dues - Meetings	2,500	0.00	1,237.59	50%
Ads - Legal Notices	300	0.00	0.00	0%
Bonds	0	0.00	0.00	0%
Vehicle Maintenance	6,000	763.12	6,610.53	110%
Gasoline	16,000	1,107.93	13,578.96	85%
Transient Persons	500	0.00	0.00	0%
Dispatch Services	18,000	0.00	37,957.00	211%
Vehicle Insurance	2,400	3,980.86	3,980.86	166%
Matching Grant Funds	0	0.00	0.00	0%
Rescues	150	0.00	0.00	0%
Communications Towers	6,500	567.00	7,698.98	118%
Special Events (4th of July)	4,000	0.00	0.00	0%
Miscellaneous	424	0.00	11,130.00	2625%
<b>Sub-Total</b>	<b>463,782</b>	<b>41,911.26</b>	<b>411,198.15</b>	<b>89%</b>
JAIL	20,000	65.00	10,595.00	53%
<b>TOTAL</b>	<b>483,782</b>	<b>41,976.26</b>	<b>421,793.15</b>	<b>87%</b>

**2021 DECEMBER FINANCIAL REPORT  
SAN JUAN COUNTY, COLORADO**

**TREASURER - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel	95,169	7,880.19	97,413.90	102%
Supplies	750	0.00	580.21	77%
Telephone/Internet	100	0.00	237.50	238%
Postage	750	124.80	1,239.88	165%
Printing	4,500	0.00	3,325.61	74%
Travel	1,250	0.00	414.24	33%
Dues - Meetings	1,000	50.00	600.00	60%
Computer Lease	15,000	0.00	22,579.45	151%
Electronic Equipment	0	0.00	0.00	0%
Maps	0	0.00	0.00	0%
Miscellaneous	0	0.00	0.00	0%
<b>TOTAL</b>	<b>118,519</b>	<b>8,054.99</b>	<b>126,390.79</b>	<b>107%</b>

**2021 DECEMBER FINANCIAL REPORT**  
**SAN JUAN COUNTY, COLORADO**

**ROAD & BRIDGE - EXPENDITURES**

	Budget	December	Year to Date	100% of Year % of Budget
Personnel	249,927	20,573.72	243,329.87	97%
Administration	0	0.00	0.00	0%
Liability Insurance (CTSI)	9,000	15,552.96	15,552.96	173%
Workers Comp. Insurance (CTSI)	14,500	11,089.00	11,089.00	76%
Travel	300	0.00	0.00	0%
Utilities	9,000	403.63	7,221.81	80%
Supplies	13,000	232.79	7,230.10	56%
Coal/Propane	7,200	563.00	7,734.42	107%
Building Maintenance	1,000	0.00	0.00	0%
Safety - Signs	3,000	0.00	0.00	0%
Fuel	38,000	0.00	31,992.59	84%
Oil - Antifreeze	2,500	0.00	0.00	0%
Tires	4,500	0.00	3,689.69	82%
Equipment Repair	28,000	0.00	24,832.29	89%
Magnesium Chloride	20,000	0.00	36,800.00	184%
Avalanche Control	2,500	1,188.80	2,622.60	105%
Rock Work - Blasting	0	0.00	0.00	0%
Culverts	3,500	0.00	19,983.63	571%
Gravel - Permit	350	0.00	0.00	0%
Snow Removal	7,050	0.00	4,050.00	57%
Bridge Maintenance	2,000	0.00	0.00	0%
Equipment Payment	0	0.00	0.00	0%
CDL Physicals/License	200	0.00	0.00	0%
Clothing Allowance	600	0.00	0.00	0%
Asphalt Materials & Striping	1,000	0.00	0.00	0%
Miscellaneous	873	73.00	3,180.28	364%
<b>Sub-Total</b>	<b>418,000</b>	<b>49,676.90</b>	<b>419,309.24</b>	<b>100%</b>
Treasurer's Fees	4,000	137.25	5,604.50	140%
Transfer to Escrows	139,000	160,000.00	160,000.00	115%
Transfer to School	45,000	0.00	0.00	0%
<b>Sub-Total</b>	<b>606,000</b>	<b>209,814.15</b>	<b>584,913.74</b>	<b>97%</b>
Escrow Expenditures	139,000	82,625.01	97,658.75	70%
<b>TOTAL</b>	<b>745,000</b>	<b>292,439.16</b>	<b>682,572.49</b>	<b>92%</b>

**ASSESSOR - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	9,350.74	9,601.32	8,893.69	9,107.51	9,572.36	9,096.85	9,761.14	9,621.54	9,001.94	8,833.90	9,616.66	9,979.87	111,567.52
Supplies	131.95	568.60	832.27	112.94	133.39	407.42	171.67	245.01	5066.07	446.95	162.88	99.96	10,000.00
Telephone													
Postage	51.85			9.35	55.00	8.25	37.95		57.80			84.00	1,000.00
Printing		180.76					200.00						880.76
Travel		570.00									400.00	314.79	1,284.79
Dues											250.00	250.00	500.00
Computer Lease		10,739.46	900.00	900.00		990.00					8,120.00		21,649.46
Mapping													
Master Touch			800.00		1,092.45								1,892.45
Equipment													
Consultant	22,737.20	1,150.80	15,000.00		2,100.00								40,988.00
Miscellaneous	47.50				739.20								786.70
<b>TOTAL</b>	<b>32,319.24</b>	<b>22,810.94</b>	<b>26,425.96</b>	<b>10,129.80</b>	<b>13,692.40</b>	<b>10,502.52</b>	<b>10,170.76</b>	<b>9,866.55</b>	<b>14,125.81</b>	<b>9,280.85</b>	<b>18,549.54</b>	<b>10,728.62</b>	<b>138,602.99</b>

**ADMINISTRATOR - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	9,431.80	9,445.94	9,610.71	9,186.65	9,305.31	9,280.66	9,379.88	9,359.92	9,980.31	9,556.98	9,454.75	9,456.31	113,419.21
Supplies			99.17	187.24		12.99	15.71	14.34	110.34	34.33	14.34	14.34	502.80
Telephone	145.15	145.56	136.46	132.34	112.77	132.37	132.38	132.36	132.36	132.30	132.22	132.22	1,593.11
Postage													
Travel			49.63	35.94		59.50	55.47	96.51		132.02			429.07
Training													
Electronic Equipment										375.00			375.00
Equipment Repair/Maint.													
Subscription - Dues			100.00								99.00		199.00
Miscellaneous													
<b>TOTAL</b>	<b>9,576.95</b>	<b>9,591.50</b>	<b>9,995.97</b>	<b>9,542.17</b>	<b>9,418.08</b>	<b>9,485.52</b>	<b>9,583.44</b>	<b>9,603.13</b>	<b>10,223.01</b>	<b>10,230.63</b>	<b>9,700.31</b>	<b>9,602.17</b>	<b>116,553.58</b>

**CLERK & RECORDER - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	9,258.60	9,026.11	9,743.37	8,709.37	9,085.58	9,346.48	9,351.14	9,681.97	9,815.87	9,815.85	9,561.38	9,671.09	113,966.81
Supplies	376.97			77.42	511.72	650.00	356.78	100.06	174.60			581.31	2,648.86
Telephone				95.00									95.00
Postage	208.00			220.00		76.00		998.00	4.48		80.00	5.15	1,511.63
Printing	26.42	266.67	31.56	42.81	42.65	48.94	54.44	64.65	44.75	34.94	30.15	1.11	689.09
Travel - Training													
Dues - Meetings	796.95											796.95	1,593.90
Maintenance													
Recording Service & Maint						4110							4,110.00
Miscellaneous													
<b>MONTHLY TOTAL</b>	<b>10,666.94</b>	<b>9,292.78</b>	<b>9,774.93</b>	<b>9,144.60</b>	<b>9,639.95</b>	<b>14,231.42</b>	<b>9,762.36</b>	<b>10,844.68</b>	<b>10,039.70</b>	<b>9,850.79</b>	<b>9,671.53</b>	<b>#####</b>	<b>123,447.61</b>

**ELECTIONS - EXPENDITURES**

General Election								8.96		1,615.54	55.52		1,680.02
<b>MONTHLY TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.96</b>	<b>0.00</b>	<b>1,615.54</b>	<b>55.52</b>	<b>267.80</b>	<b>1,680.02</b>



**MISCELLANEOUS COUNTY OFFICES - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
<b>CORONER</b>													
Personnel	1259.84	1259.84	1,259.85	1,259.84	1259.84	1,259.84	1,259.84	1,259.85	1,259.83	1,259.84	1,259.84	1,259.84	12,599.84
Miscellaneous	4,100.00	177.17	1,376.00	1,511.00		350.00	3,900.00		1,102.38		4,275.00		10,794.55
	<b>5,359.84</b>	<b>1,437.01</b>	<b>2,635.85</b>	<b>2,770.84</b>	<b>1,259.84</b>	<b>1,609.84</b>	<b>5,159.84</b>	<b>1,259.85</b>	<b>2,362.21</b>	<b>1,259.84</b>	<b>5,534.84</b>	<b>1,259.84</b>	<b>31,999.64</b>
<b>COUNTY ATTORNEY</b>													
Personnel	1,209.00	3,744.00	2,608.50	3,777.50	5,382.00	1,657.50	2,535.00	2,593.50	1,248.00	1,540.50	1,345.50	429.00	28,070.00
Miscellaneous													
	<b>1,209.00</b>	<b>3,744.00</b>	<b>2,608.50</b>	<b>3,777.50</b>	<b>5,382.00</b>	<b>1,657.50</b>	<b>2,535.00</b>	<b>2,593.50</b>	<b>1,248.00</b>	<b>1,540.50</b>	<b>1,345.50</b>	<b>429.00</b>	<b>28,070.00</b>
<b>DISTRICT ATTORNEY</b>													
			6,738.62		3,748.00		6,161.00			6,017.00			22,664.62
					2,700.69								2,700.69
	-	-	<b>6,738.62</b>	-	<b>6,448.69</b>	-	<b>6,161.00</b>	-	-	<b>6,017.00</b>	-	-	<b>25,885.31</b>
<b>VETERANS OFFICER</b>													
Personnel	85.76	85.76	86.46	85.76	444.27	442.60	442.60	442.60	442.60	446.20	442.60	446.20	3,993.41
Miscellaneous													
	<b>85.76</b>	<b>85.76</b>	<b>86.46</b>	<b>85.76</b>	<b>444.27</b>	<b>442.60</b>	<b>442.60</b>	<b>442.60</b>	<b>442.60</b>	<b>446.20</b>	<b>442.60</b>	<b>446.20</b>	<b>3,993.41</b>
<b>EMERGENCY PREPAREDNESS</b>													
Personnel	16,067.14	8,033.58	8,033.59	8,033.59	8,033.59	8,088.18	8,034.57	8,033.59	8,033.58	8,088.18	8,033.59	6,614.95	103,127.13
PIO			2,714.72							202.16	1,646.16		4,563.04
Miscellaneous	400.11	585.69	398.37	1,547.65	4,047.65			72.92	365.94	125.36	14.99	14.99	7,573.67
	<b>16,467.25</b>	<b>8,619.27</b>	<b>11,146.68</b>	<b>9,581.24</b>	<b>12,081.24</b>	<b>8,088.18</b>	<b>8,034.57</b>	<b>8,106.51</b>	<b>8,399.52</b>	<b>8,415.70</b>	<b>9,694.74</b>	<b>6,629.94</b>	<b>115,764.84</b>
<b>SURVEYOR</b>													
Personnel												1,518.00	1,518.00
Miscellaneous												982.00	982.00
	-	-	-	-	-	-	-	-	-	-	-	<b>2,500.00</b>	<b>2,500.00</b>
<b>MONTHLY TOTAL</b>	<b>23,121.85</b>	<b>13,886.04</b>	<b>23,216.11</b>	<b>16,215.34</b>	<b>25,616.04</b>	<b>11,798.12</b>	<b>22,333.01</b>	<b>12,402.46</b>	<b>12,452.33</b>	<b>17,675.24</b>	<b>17,017.68</b>	<b>11,264.38</b>	<b>209,965.90</b>



**AMBULANCE - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Ambulance Association	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	86,400.00
Sales Tax	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	38,333.33	458,999.96
Ambulance Repair													0.00
Transfer to Escrow													0.00
<b>MONTHLY TOTAL</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>45,533.33</b>	<b>546,399.96</b>
Emergency Services Other Mezzanine	34836.73	13841.91	16834.06	17132.66	10740.37								83585.73

**FIRE DEPARTMENT - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Quarterly Payment	9,393.00			9,393.00			9,393.00			9,393.00			37,172.00
Fire Truck											19713.06		19,713.06
Fire Station				12,838.70						12838.68			25,677.38
Fire Station Maint.	1,933.82	2,616.00	970.80	1,417.00	290.00	536.20	297.00	316.00	289.00	265.98	3,328.12	2,617.98	17,677.90
Insurance												10,591.94	10,591.94
Pension													0.00
Transfer to Escrow													0.00
<b>Sub-Total</b>	<b>11,326.82</b>	<b>2,616.00</b>	<b>970.80</b>	<b>23,648.70</b>	<b>290.00</b>	<b>536.20</b>	<b>9,690.00</b>	<b>316.00</b>	<b>289.00</b>	<b>22,497.66</b>	<b>23,041.18</b>	<b>13,209.92</b>	<b>108,432.28</b>
Wildfire Emergency Insurance												8025.13	8,025.13
<b>TOTAL</b>	<b>11,326.82</b>	<b>2,616.00</b>	<b>970.80</b>	<b>23,648.70</b>	<b>290.00</b>	<b>536.20</b>	<b>9,690.00</b>	<b>316.00</b>	<b>289.00</b>	<b>22,497.66</b>	<b>23,041.18</b>	<b>13,209.92</b>	<b>116,457.41</b>

**HEALTH DEPARTMENT - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	14,866.92	13,848.72	16,835.80	18,537.28	17,863.18	18,959.65	20,174.71	19,433.63	19,953.03	19,051.00	18,560.20	22,787.99	220,872.11
Supplies		59.82		37.96	6.98	1,024.65	48.90		92.54	866.83	104.75	154.79	2,397.22
Postage											60.45		60.45
Telephone		788.38		118.75			95.00						1,002.13
Travel - Training						106.82							106.82
Dues - Meetings		468.00									861.00		1,329.00
Licenses & Certifications						130.00			130.00				269.00
Vaccines		85.57	49.87	12.3									147.74
Miscellaneous					556.25								556.25
<b>Total Operations</b>	<b>14,866.92</b>	<b>15,250.49</b>	<b>16,885.67</b>	<b>18,706.29</b>	<b>18,426.41</b>	<b>20,221.12</b>	<b>20,318.61</b>	<b>19,433.63</b>	<b>20,184.57</b>	<b>19,917.83</b>	<b>19,586.40</b>	<b>22,942.78</b>	<b>226,740.72</b>
Emergency Planning PHEP													-
SIMM													-
Health Care Program MCH/HCP			235.85		78.95					787.82			1,102.62
PDD													-
CHAP/PHIP													-
SIFPP						962.75							962.75
SJBHD													-
COVID	11,724.02	1,900.89	18,233.40	8,303.46	10,265.80	9,226.36	9,402.58	3,739.36	15,360.96	6,686.71	1,926.18	2,619.00	99,388.72
Miscellaneous Grants						288.33				5,158.81			5,447.14
<b>Total Grants</b>	<b>11,724.02</b>	<b>1,900.89</b>	<b>18,469.25</b>	<b>8,303.46</b>	<b>10,344.75</b>	<b>10,477.44</b>	<b>9,402.58</b>	<b>3,739.36</b>	<b>15,360.96</b>	<b>12,633.34</b>	<b>1,926.18</b>	<b>2,619.00</b>	<b>106,901.23</b>
<b>MONTHLY TOTAL</b>	<b>26,590.94</b>	<b>17,151.38</b>	<b>35,354.92</b>	<b>27,009.75</b>	<b>28,771.16</b>	<b>30,698.56</b>	<b>29,721.19</b>	<b>23,172.99</b>	<b>35,545.53</b>	<b>32,551.17</b>	<b>21,512.58</b>	<b>25,561.78</b>	<b>333,641.95</b>

**CUSTODIAN - EXPENDITURES**

COURTHOUSE	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	2,266.47	2,429.33	3,256.41	2,667.36	2,660.70	2,287.26	1,467.88	1,497.54	1,349.27	2,141.94	3,715.15	1,419.87	27,159.18
Supplies	201.13	29.98	92.84	51.76	64.38	48.93	195.56		98.84	296.08	114.75	122.40	1,316.65
Maintenance			267		95.00	267			267.00	50.00		820.66	1,766.16
Repairs	40.80	300											340.80
Utilities	723.00	1,358.73	2,155.00	1,144.73	662.00	1,148.73	542.00	558.00	1,041.73	1,061.73	524.00	562.00	11,481.65
Propane/coal		3,663.80	3,113.73	548.36	1,005.80	81.80			30.00	5,089.06	2,252.50	9,320.30	25,105.35
Vehicle Maint.					174.07						91.79		265.86
Miscellaneous	30.00												30.00
<b>Sub-Total</b>	<b>3,261.40</b>	<b>7,781.84</b>	<b>8,884.98</b>	<b>4,412.21</b>	<b>4,661.95</b>	<b>3,833.72</b>	<b>2,205.44</b>	<b>2,055.54</b>	<b>2,786.84</b>	<b>8,638.81</b>	<b>6,698.19</b>	<b>12,245.23</b>	<b>67,466.15</b>
<b>HOSPITAL</b>													
Personnel	1,116.32	1,196.53	1,603.91	1,313.78	1,310.50	1,126.56	722.99	737.59	664.56	706.84	3,037.96	799.34	14,336.88
Supplies		59.94	73.46	25.86	26.99		106.34			48.28	114.74		455.61
Maintenance		179.70	250.00		95.00		165.22	2,010.00			338.27	700.00	3,738.19
Repairs													
Utilities	22.00	567.33	22.00	567.33	22.00	567.33	22.00	22.00	567.33	1,560.90	22.00	22.00	3,984.22
Coal		3,714.50	897.00	441.6						892.08	3,743.80	1,781.80	11,471.78
Miscellaneous													
<b>Sub-Total</b>	<b>1,138.32</b>	<b>5,718.00</b>	<b>2,846.37</b>	<b>2,348.57</b>	<b>1,454.49</b>	<b>1,693.89</b>	<b>1,016.55</b>	<b>2,769.59</b>	<b>1,231.89</b>	<b>3,208.10</b>	<b>7,256.77</b>	<b>3,303.14</b>	<b>33,985.68</b>
<b>TOTAL</b>	<b>4,399.72</b>	<b>13,499.84</b>	<b>11,731.35</b>	<b>6,760.78</b>	<b>6,116.44</b>	<b>5,527.61</b>	<b>3,221.99</b>	<b>4,825.13</b>	<b>4,018.73</b>	<b>11,846.91</b>	<b>13,954.96</b>	<b>15,548.37</b>	<b>101,451.83</b>

**TREASURER - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	8,203.39	8,038.06	9,119.84	8,511.39	7,821.04	8,339.50	7,692.63	7,833.03	7,873.43	8,469.99	7,631.41	7,880.19	97,413.90
Supplies	112.47		12.90			36.00				375.00	43.84		580.21
Telephone	47.50	47.50							47.50	95.00			237.50
Postage		270.90			9.27	113.05		721.86				124.80	1,239.88
Printing		1,327.73			210.00		557.88				1,230.00		3,325.61
Travel							414.24						414.24
Dues - Meetings							550.00					50.00	600.00
Computer Lease	744.00	12,227.45	744.00	744.00							8,120.00		22,579.45
Bonds													-
Maps													-
Electronic Equipment													-
Miscellaneous													-
<b>TOTAL</b>	<b>9,107.36</b>	<b>21,911.64</b>	<b>9,876.74</b>	<b>9,255.39</b>	<b>8,040.31</b>	<b>8,488.55</b>	<b>9,214.75</b>	<b>8,554.89</b>	<b>7,920.93</b>	<b>8,939.99</b>	<b>17,025.25</b>	<b>8,054.99</b>	<b>126,390.79</b>

**SHERIFF - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	24,232.25	23,308.61	22,374.01	23,864.11	24,134.01	23,851.71	27,371.42	25,872.95	26,526.15	24,894.95	23,447.46	23,975.01	293,852.64
Workers Comp												10,310.00	10,310.00
Supplies	1,258.88	2,554.12	831.35	1,119.11	1,374.36	984.98	1,776.36	906.24	617.22	277.64	1,553.27	925.62	14,179.15
Telephone		861.98	1,055.47		555.66	1,075.03	196.21	642.05	1,452.39	335.89	1,203.93	262.57	7,641.18
Postage			72.15		132.50	5.44	8.55	10.55			4.50	19.15	252.84
Printing							744.00						744.00
Training		294.23	599.25				939.12				191.82		2,024.42
Dues - Meetings	100.00					298.76	75.00	158.76	605.07				1,237.59
Ads - Legal Notices													
Bonds													
Vehicle Maintenance	253.67		34.30				453.12	4,419.78	331.68		354.86	763.12	6,610.53
Gasoline	880.95	980.60	1,026.00	973.34	890.97	1,499.11	1,236.43	1,483.52	1,223.00	1,172.10	1,105.01	1,107.93	13,578.96
Transient Persons													
Dispatch Services		18,453.00							19,504.00				37,957.00
Vehicle Insurance												3,980.86	3,980.86
Matching Grant Funds													
Rescues													
Communication Towers	573.00	557.00	560.00	566.00	554.00	636.00	595.00	573.00	559.00	606.00	1,352.98	567.00	7,698.98
Special Event (July 4th)													
Miscellaneous			7,630.00				500.00		1200	1,800.00			11,130.00
<b>TOTAL OPERATIONS</b>	<b>27,298.75</b>	<b>47,009.54</b>	<b>34,182.53</b>	<b>26,522.56</b>	<b>27,641.50</b>	<b>28,351.03</b>	<b>33,895.21</b>	<b>34,066.85</b>	<b>52,018.51</b>	<b>29,086.58</b>	<b>29,213.83</b>	<b>41,911.26</b>	<b>411,198.15</b>
PAID	130.00	585.00	2,210.00	520.00	3,510.00	2,080.00	260.00	585.00	195.00	260.00	195.00	65.00	10,595.00
<b>TOTAL</b>	<b>27,428.75</b>	<b>47,594.54</b>	<b>36,392.53</b>	<b>27,042.56</b>	<b>31,151.50</b>	<b>30,431.03</b>	<b>34,155.21</b>	<b>34,651.85</b>	<b>52,213.51</b>	<b>29,346.58</b>	<b>29,408.83</b>	<b>41,976.26</b>	<b>421,793.15</b>

INTERGOVERNMENT - EXPENDITURES

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
San Juan Basin Health Planning Commission			4,732.00		10,164.00							400.00	14,896.00
Area Agency on Aging												850.00	850.00
Colorado Rural Development Council													300.00
Club 20	300.00												300.00
Hazardous Substance Volunteers of America												300.00	300.00
Commodities Freight													-
Region 9 E.D. District			425.00										425.00
Cemetary Donation												250.00	250.00
Fire Dept. Donations												100.00	100.00
5000												5,000.00	5,000.00
Serial Services	4,880.28	5,125.30	5,999.00	4,984.44	4,817.91	5,013.78	4,984.43	4,984.42	5,335.61	5,068.46	5,528.62	6,012.52	62,733.77
SWRETA													-
San Juan RC&D													-
Town Shared Services												47,887.00	47,887.00
School Subdivision Fees													-
Energy Assist. Program													-
Durango Mtn Resort Costs													-
Annual Audit											11,900.00		11,900.00
Liability Insurance (CTSI)												72,507.27	72,507.27
Workers Comp. Insurance (CTSI)												4,987.00	4,987.00
Transportation Dues													-
Mountain Studies Institute												1,000.00	1,000.00
Southwest COG		3,691.00											3,691.00
AXIS Health System												500.00	500.00
Red Cross													-
Philanthropy Days													-
Preschool Loan			6,000.00										6,000.00
Youth Center												500.00	500.00
NACO	450												450.00
Four Corners Film													-
Cascade Fiber													-
<b>COG Dues</b>	<b>15,000.00</b>												<b>15,000.00</b>
<b>Sub-Total</b>	<b>11,630.28</b>	<b>8,816.30</b>	<b>17,155.00</b>	<b>4,984.44</b>	<b>14,981.91</b>	<b>5,013.78</b>	<b>4,984.43</b>	<b>4,984.42</b>	<b>5,335.61</b>	<b>5,068.46</b>	<b>17,428.62</b>	<b>140,293.79</b>	<b>240,677.04</b>
<b>GRANTS</b>													
DOLA Hospital													-
State Historic Fund Hospital	8,134.85		4,056.64	1,710.05	346.15	51,443.09		179.70					65,870.48
SHE Courthouse													-
COG Tackawanna Ridge													-
Housing Solutions CDRG		29,717.30					22,429.00	11,214.00	44,856.00				108,216.30
COBHF Communications Liaison	3,878.57	3,776.78	3,769.96	3,799.84	3,880.06	3,769.97	3,969.96	3,668.29	3,880.49	3,861.37	4,469.97	3,800.46	46,525.72
EPA - MSI Grant													-
Courthouse Grant	8,850.00	28,349.93	67,913.25	5,687.50	65,345.02	3,980.71		2,942.50	481.70	1,408.34	3,245.00		188,273.95
Digitize Grant				3,060.83			909.00				1,284.42		5,934.25
DOLA Fire Truck													-
Ambulance Grant													-
REDI SIDA			2,625.00	3,690.75	4,411.58	4,673.55	2,896.95	4,679.85	2,121.00	4,209.98	4,321.28	3,276.53	36,906.47
Other Grants													-
<b>Sub-Total</b>	<b>20,853.42</b>	<b>61,844.01</b>	<b>78,364.85</b>	<b>18,548.97</b>	<b>73,982.81</b>	<b>63,867.32</b>	<b>30,284.91</b>	<b>19,741.84</b>	<b>53,799.99</b>	<b>8,553.05</b>	<b>11,484.01</b>	<b>10,321.99</b>	<b>451,657.17</b>
<b>TOTAL</b>	<b>32,493.70</b>	<b>70,660.31</b>	<b>95,519.85</b>	<b>23,533.41</b>	<b>88,964.72</b>	<b>68,881.10</b>	<b>35,269.34</b>	<b>24,726.26</b>	<b>59,135.60</b>	<b>13,621.51</b>	<b>28,912.63</b>	<b>150,615.78</b>	<b>692,334.21</b>
<b>Amvil Mountain Housing</b>													
Loan Payment	5558.98	5558.98	5558.98	5558.98	5558.98	5558.98	5,658.08	6,658.08	6,658.08	6,658.08	6,658.08	6,658.08	66,707.76
Utilities	2559.03	5829.69	2156.73	2188.84	1836.32	1548.91	1,200.56	1,265.95	1,291.43	1,358.24	1,759.12	1,809.92	24,804.74
Insurance													9,981.85
Misc	98.95	356.25	13.05		152.63	300	47.77					497.18	1,465.83
<b>Total</b>	<b>8,216.96</b>	<b>11,744.92</b>	<b>7,728.76</b>	<b>7,747.82</b>	<b>7,547.93</b>	<b>7,407.89</b>	<b>6,807.31</b>	<b>6,824.93</b>	<b>6,850.41</b>	<b>6,917.22</b>	<b>7,318.10</b>	<b>17,847.93</b>	<b>102,960.18</b>

**ROAD & BRIDGE - EXPENDITURES**

	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
Personnel	20,274.70	20,296.58	20,728.73	20,149.97	20,146.06	20,287.94	20,146.03	20,146.05	20,146.05	20,288.00	20,146.04	20,573.72	243,329.87
Administrative													
Liability Insurance (CTSI)												15,552.96	15,552.96
Workers Comp. Insurance (CTSI)												11,089.00	11,089.00
Travel													
Utilities	422.92	854.40	550.64	966.27	324.41	652.27	563.39	213.76	1,070.89	842.71	356.52	403.63	7,221.61
Supplies	512.96	676.38	1,135.89	614.45	1,169.66	814.57	559.19	211.46	372.91	454.38	475.46	232.79	7,330.10
Coal/Propane	1,360.44	1,366.80	1,819.00	1,201.40	244.80				100	511.98	567.00	563.00	7,734.42
Building Maintenance													
Safety - Signs													
Fuel	1,942.66	5,814.49		4,466.25		3,398.97		3,960.57	8,173.74		4,235.91		31,992.59
Oil - Antifreeze													
Tires		146.00					3,543.69						3,689.69
Equipment Repair	1,058.66		200.08		3,482.35	2,877.60	5,316.89	3,637.62	5,139.27	2,960.14	159.68		24,832.29
Magnesium Chloride						15,470.00	13,430.00	7,900.00					36,800.00
Avalanche Control		1,433.80										1,188.80	2,622.60
Rock Work - Blasting													
Culverts							8,170.00	331.03	1960		9,522.60		19,983.63
Gravel - Permit													
Snow Removal	1,350.00			2,700.00									4,050.00
Bridge Maintenance													
Equipment Payment													
CDI - Physicals/License													
Clothing Allowance													
Asphalt Materials & Striping													
CDOT 110 Escrow Offset													
Furka Toilet													
Gladstone Culvert Project													
Miscellaneous			118.00		41.00	41.00	2,907.28					73.00	3,180.28
<b>Sub-Total</b>	<b>26,922.34</b>	<b>30,588.45</b>	<b>24,552.34</b>	<b>30,098.34</b>	<b>25,408.28</b>	<b>43,542.35</b>	<b>54,636.47</b>	<b>36,400.49</b>	<b>36,962.86</b>	<b>25,057.21</b>	<b>35,463.21</b>	<b>49,676.90</b>	<b>419,309.24</b>
Treasurer's Fees													
Transfer to Escrows													
Transfer to School													
Transfer to Noxious Weed Fund													
<b>Sub-Total</b>	<b>26,922.34</b>	<b>30,588.45</b>	<b>24,552.34</b>	<b>30,098.34</b>	<b>25,408.28</b>	<b>43,542.35</b>	<b>54,636.47</b>	<b>36,400.49</b>	<b>36,962.86</b>	<b>25,057.21</b>	<b>35,463.21</b>	<b>49,676.90</b>	<b>419,309.24</b>
Escrow Expenditures			15,033.74								82,625.01		97,658.75
<b>MONTHLY TOTAL</b>	<b>26,922.34</b>	<b>30,588.45</b>	<b>39,586.08</b>	<b>30,098.34</b>	<b>25,408.28</b>	<b>43,542.35</b>	<b>54,636.47</b>	<b>36,400.49</b>	<b>36,962.86</b>	<b>25,057.21</b>	<b>118,088.22</b>	<b>49,676.90</b>	<b>516,967.99</b>



Town of  
**Silverton**

PO Box 250  
Silverton, CO 81433



**SAN JUAN COUNTY**

PO Box 406  
Silverton, CO 81433

Date: January 23, 2022.

For: January 26 Board of County Commissioners Meeting.

From: Town/County Planning Director.

Regarding: Summary of Recent Town/County Planning Department Work.

- The Planning Department completed two packets of information with staff reports for two Town Board Public Hearings. Those Public Hearings will occur on January 24. The first is regarding the Preliminary-Final Plans, Subdivision Improvements and Lien Agreement, and Fee in Lieu Agreement, for the proposed Reese Street Townhomes Subdivision, located at the corner of 5th and Reese Streets. The second is regarding an Avalanche Hazard Development Permit for a proposed AT&T Generator and Propane Tank, located at the Town-owned existing cell phone tower site at 347 Cement Street.
- The Planning Department has written a draft Town Ordinance. The Ordinance will place limitations on the size, footprint, and percent lot coverage for future structures in residential zones. The intent of the Ordinance is to prevent very large future structures potentially spanning four Lots or more in residential zones.
- The Planning Department reviewed and listed all of the various applications, and community projects, to create an Agenda, and a binder of the meeting materials, for the upcoming February 15 Planning Commission meeting. The items tentatively on the agenda include:
  - Proposed Road Grading and Gates at the Old 100 Mine and the Gary Owen Mine.
  - Croce Rezoning Application and Proposed Mixed Use Structures at 11th/Mineral Streets.
  - Merrill Proposed Abandonment of Platted Town Street Right-of-Way at 19th/Animas Streets.
  - Joyce Rezoning Application and Proposed Tiny Homes on Wheels RV Park at 17th/Mineral.
  - Conceptual Plans, Proposed Town-Sponsored Grant-Funded Affordable Housing Townhomes and Apartment Buildings, at the County's Anvil Mountain Subdivision, near Silverton.
  - Use Subject to Review Application for a Town Avalanche Hazard Development Permit, Proposed Town-Sponsored RV Park, within the 13th Street Right-of-Way at Animas Street, for Summer Seasonal Employees Affordable/Workforce Housing.
  - Draft Town Ordinance regarding limitations on the size of new structures in residential zones.
  - Draft County Ordinance regarding maximum building footprint and height.
  - A County Application for a proposed cabin on Ophir Pass was moved to the March Planning Commission agenda at the applicant's request.
- The non-profit, grant-funded agency Community Builders is working on updating the Master Plan; presentation of that work was moved to the March Planning Commission agenda at their request.



- Three applications are incoming this week, including a proposed house on 40 acres near Purgatory, an application for a Lot at Cole Ranch, and a proposed Town Subdivision of an existing RV Park Block located in the Avalanche Hazard Overlay District.
- The Town Staff is working on several grant applications. Those are related to school and pedestrian safety, proposed affordable housing, proposed land banking, proposed annexation, proposed bathrooms at Columbine Park, proposed Kendall Rec Center deck replacement, proposed Municipal Code revisions, proposed Blair Street public improvements.
- The Town/County Planning Director, Town/County Building Inspector, Town Public Works Director, Town Planning Department Assistant, and the Town and County Administrators have been answering calls and emails about Town and County regulations and proposed development on mining claims and on Lots in Town.
- The Planning Director attended these meetings: Town Board, County Commissioners, weekly Town staff Coffee and Codes meetings, weekly Town Staff meetings, weekly Town staff affordable housing meetings, site meeting at 11th/Bluff regarding proposed infrastructure.
- The Planning Department is receiving some citizen comments for the Rock Pirates proposal and those are being directed to the County Administrator.
- The Town staff is reviewing an updated draft of the Town Employee Manual.
- The Planning Director is preparing documents for and/or attending these upcoming meetings: The Town Board meets on January 24, the County Commissioners meet on January 26, the Town Personnel & Ordinance Committee will meet on January 31, the Planning Commission meets on February 15.
- Upcoming Town of Silverton Board of Adjustment special meeting to consider Town Variance Applications (March). One variance request is related to converting a shed into a home on a non-conforming parcel in Town.
- February meeting with CDOT personnel, Town/County staff, and community members.
- Ongoing assistance from and training of Town Planning Department Assistant.
- Assistance regarding annual recertification of licensed septic installers in conjunction with the staff at the San Juan Basin Public Health Department.
- Please contact me at [LAdair@silverton.co.us](mailto:LAdair@silverton.co.us) or work cell (970) 946-9408 if you have questions.



Will, The key (a.smiv@sanjuancolorado.us) >

# SJC is now in YELLOW on dial for hospitalizations and remains in RED for positive cases

2 messages

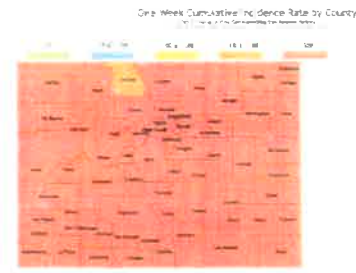
SJC CO Office of Emergency Management <pio@sanjuancolorado.us>  
Reply-To: pio@sanjuancolorado.us  
To: administrator@sanjuancolorado.us

Tue, Jan 25, 2022 at 11:41 AM



January 25, 2022

## SAN JUAN COUNTY COLORADO REMAINS IN "RED" FOR COVID-19 CASES AND IS NOW IN "YELLOW" FOR COVID-19 HOSPITALIZATIONS



Silverton, CO: San Juan County Public Health remains in "RED" for Covid-19 positive cases on the dial in the past week and has moved to "YELLOW" for hospitalizations. Covid-19 continues to spread within our community at this time. Yesterday, CDPHE reported 1,581 people in Colorado are currently hospitalized for Covid-19, 66% of those currently hospitalized in our State are unvaccinated.

### COVID-19 dial dashboard | Colorado COVID-19 Updates

*"The virus is all around us and remains in our community. Unfortunately, SJC has seen recent hospitalizations reported to us by CDPHE, so there is still reason to take Covid-19 very seriously. We ask that people follow the CDC guidelines by getting vaccinated and boosted, so that if and when you get Covid-19, you are at less risk of severe illness and hospitalization. Therefore, I know that if I contract Covid-19, my family and I will have a greater chance of being ok. Hospitals continue to be at crisis care levels and need our partnership in getting vaccinated and staying home when sick. It takes the entire community to work on this together."* Becky Joyce RN, SJCPH Director

The latest Covid-19 variant "Omicron" hit the county like a wave. The CDC expects the virus to continue to mutate and new variants will behave differently. The Omicron variant is much more contagious than the Delta variant but has been shown to be less severe in its presentation. The majority of Colorado's cases at this time are the Omicron variant. Unfortunately, hospitalizations among children ages 0-4 years old have increased. Mitigation strategies such as testing, isolating and when to quarantine will help prevent hospitalizations and death. Outdoor gatherings are 17 times less likely to spread Covid-19 than indoors gatherings therefore SJCPH continues to ask locals to be conscientious about gatherings and masking with each other while indoors.

### WHEN SHOULD I TEST FOR COVID-19?:

If you are symptomatic, assume it is Covid-19 and start to isolate to avoid spreading it to others.  
 Use face masks and eye protection. Types of tests that have sensitivity and specificity to accurately detect the presence of the virus. The Antigen tests are not as sensitive and may not detect the virus and you have the potential to get a false negative.  
 Get tested if you are symptomatic and are in contact with high-risk individuals (under 5, over 65, or vaccinated persons due to health reasons)

**WHAT ARE THE SYMPTOMS?**

Covid-19 has a broad presentation as an illness. Not all symptoms need to be present.  
 List of Symptoms: Fever or chills, Cough, Shortness of breath or difficulty breathing, Fatigue, Muscle or body aches, Headache, new loss of taste or smell, Sore throat, Congestion or runny nose, Nausea or vomiting, Diarrhea. \*\*\*The majority of the Covid-19 cases in Silverton recently have been presenting without loss of taste or smell\*\*\*

**WHEN SHOULD I SEEK MEDICAL ATTENTION?**

If you are having any of the following: Trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, pale, gray, or blue-colored skin, lips, or nail beds, depending on skin tone.

**FREE KN95 MASKS FOR LOCALS AVAILABLE AT:**

- Silverton Visitor Center
  - open every day 10am - 3pm
- Town of Silverton
  - M-F during operating hours
- San Juan County Public Health Office
  - M-F during operating hours
- Silverton Senior Center
  - contact Keri Metzler

**COVID-19 TESTING SCHEDULE AT PUBLIC HEALTH 1315 Snowden St.:**

MONDAY, WEDNESDAY or FRIDAY 10am - 12pm

**VACCINE CLINIC AT PUBLIC HEALTH 1315 Snowden St.:**

WEDNESDAY, Jan 26th, 9am-1pm BY APPOINTMENT ONLY, CALL 970 387-0242

ORDER FREE AT HOME COVID-19 TESTS HERE <https://www.covidtests.gov/>

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Please direct all media inquiries to San Juan County Public Information Officer DeAnne Gallegos at (970) 403-9951 or [pio@sanjuancolorado.us](mailto:pio@sanjuancolorado.us)

To sign up for the updates from the Office of Emergency Management and San Juan County Public Health, email [pio@sanjuancolorado.us](mailto:pio@sanjuancolorado.us) to get on the email list. Make sure to sign up for emergency alerts through Nixle for San Juan County.  
 Text 81433 to 888-777.

Thank you

DeAnne Gallegos  
 Public Information Officer  
 San Juan County Office of Emergency Management