

SAN JUAN COUNTY, COLORADO
BOARD OF COMMISSIONERS MEETING AGENDA

September 9, 2020

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

CALL TO ORDER: 8:30 A.M.

OLD BUSINESS:

Consider Bills and Authorize Warrant
Minutes August 26, 2020

APPOINTMENTS:

8:40 A.M. - Becky Joyce, Public Health, Jim Donovan Office of Emergency Management
9:00 A.M. – Elijah Waters, BLM Field Manager
9:30 A.M. - Martha Johnson, Social Services
10:00 A.M. - Laura Kelly, Dust on CR 2
10:30 A.M. - Walt Brown, San Juan National Forest – Brooklyn Mine Remediation Work Update
11:00 A.M. - Terri Brokering – Eureka Campground 2020 Report
11:30 A.M. - Terry Morris, CAG Update
Lunch – Location to be Determined

CORRESPONDENCE:

Bonita Peak Mining District Update

NEW BUSINESS:

Columbine Roadhouse LLC – Liquor License Renewal Application
MOU San Juan Basin Public Health
Keenan’s Plumbing and Heating Courthouse Furnace Proposal
Sales Tax Projections
Commissioner and Staff Reports

OTHER:

Public Comment

ADJOURN: Next Regular Meeting – 6:30 PM, Wednesday September 23, 2020

Join Zoom Meeting

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

Meeting ID: 921 3647 3203

One tap mobile

+16699006833,,92136473203# US (San Jose)

+12532158782,,92136473203# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 921 3647 3203

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, AUGUST 26, 2020
AT 6:30 P.M.

Call to Order: The meeting was called to order by Chairman Peter McKay. Present were Commissioners Ernest Kuhlman, Scott Fetchenhier, County Attorney Dennis Golbricht and Administrator William Tookey. The meeting was held via Zoom video conferencing.

Commissioner Fetchenhier moved to approve the minutes of August 12, 2020 with the correction of one typo. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

Emergency Manager Jim Donovan provided the Commissioners with an update on the COVID 19 emergency. The Office of Emergency Management has upgraded the Nixle system to allow for emergency notification to all cell phones.

Commissioner Fetchenhier moved to have San Juan County sign onto the Mountain Pact Letter asking Senator Gardner to support the CORE Act. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

The Commissioners were informed that both BLM and Forest Service were reimplementing a fire ban on public land and that the Governor was declaring a state-wide fire ban. The Commissioners were reminded that the Resolution 2020-07 Fire Ban was never formally rescinded and was still in effect.

An Election IGA with the Town of Silverton was presented to the Commissioners for their consideration. Commissioner Fetchenhier moved to approve the Intergovernmental Agreement as presented. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

A Public Hearing was held concerning a retail marijuana sales license renewal for Kevin Farmer dba CannaFarmet San Juan Retail LLC. Upon completion of the Public Hearing Commissioner Fetchenhier moved to approve the retail marijuana sales license renewal and to waive for one time only the renewal application fee. Commissioner McKay seconded the motion. The motion passed with Fetchenhier and McKay voting yes and Kuhlman voting no.

James Simino of the San Juan National Forest was present to provide the Commissioners with an update on the Forest Services issues and the impacts on the backcountry.

Klem Branner, representing the Silverton Single Track Society was present to ask that San Juan County sponsor a GOCO grant in the amount of \$33,400 for constructing trails. Commissioner Fetchenhier moved to support the GOCO Grant was requested. Commissioner McKay seconded the motion. The motion passed unanimous.

A liquor license renewal application for Opus Hus was presented to the Commissioners. Commissioner Fetchenhier moved to approve the renewal application as presented. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

A Purchase Agreement for Marc Klostar and Katie Shapiro to purchase Lot 7 of the Anvil Mountain Subdivision was presented to the Commissioners for their review. Commissioner Fetchenhier moved to approve the Purchase Agreement and authorize the Chairman to sign all necessary documents. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

A Purchase Agreement for Melanie Russek and Mitchel Carrier to purchase Lot 9 of the Anvil Mountain Subdivision was presented to the Commissioners for their review. Commissioner Fetchenhier moved to approve the Purchase Agreement and authorize the Chairman to sign all necessary documents. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

Planning Director Lisa Adair was present to provide the Commissioners with her report. She informed the Commissioners that she had approved a Poker Run for August 14th – 16th.

The Commissioners reviewed an email from Road Supervisor Louis Girodo, concerning the speed limit for the paved portions of CR 110 and CR 2. It was the consensus of the Commissioners to instruct the Administrator to inform the Road Supervisor to reduce the speed limit on the paved sections of the road to 20 mph.

Having no further business, the meeting adjourned at 8:51 P.M.



SAN JUAN COUNTY
DEPARTMENT OF SOCIAL SERVICES

Department of Social Services
 Phone 970-387-5631 * Fax 970-387-5326
 Martha Johnson, Director
 7/31/2020

Date 9/3/2020 Transmittal # 7

Administrative Payroll	Payroll 7/20	\$7,581.72
Child Care	Payroll 7/20	\$ -
Colorado Works	Payroll 7/20	\$ 392.00
LEAP	Payroll 7/20	\$ 1,000.00
Old Age Pension	Payroll 7/20	\$ 546.00
AND	Payroll 7/20	\$ -
TOTAL		<u><u>\$ 9,519.72</u></u>

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

Martha Johnson
 MARTHA JOHNSON

9-4-2020

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

PETER C MCKAY



Department of Social Services
Phone 970-387-5631 * Fax 970-387-5326
Martha Johnson, Director
7/31/2020

Date 9/3/2020 Transmittal # 7

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AND	Payroll 7/20	\$ -
TOTAL		<u>\$ 9,519.72</u>

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

MARTHA JOHNSON

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

PETER C McKAY

San Juan County Report of Activities through July-2020
COUNTY BUDGET 1/1/2020 THRU 12/31/2020
7/31/2020

Program Desc	Allocation	Y-T-D	Balance	% Budget YTD	% Year
Child Support Expenditures	\$ 2,000.00	\$ 98.53	\$ 1,901.47	4.93%	58%
Revenues	\$ 1,390.00	\$ 63.43	\$ 1,326.57	4.56%	58%
County Share	\$ 610.00	\$ 35.10	\$ 574.90	5.75%	58%
Medicaid Transportation	\$ 5,000.00	\$ -	\$ 5,000.00	0.00%	58%
Revenues	\$ 5,000.00	\$ -	\$ 5,000.00	0.00%	58%
County Share	\$ -	\$ -	\$ -	0.00%	58%
Child Care Expenditures	\$ 8,525.00	\$ 1,967.32	\$ 6,557.68	23.08%	58%
Revenues	\$ 6,820.00	\$ 1,489.05	\$ 5,330.95	21.83%	58%
County Share	\$ 1,705.00	\$ 478.27	\$ 1,226.73	28.05%	58%
Child Welfare Expenditures	\$ 42,648.00	\$ 3,718.61	\$ 38,929.39	8.72%	58%
Revenue	\$ 34,706.00	\$ 3,079.29	\$ 31,626.71	8.87%	58%
County Share	\$ 7,942.00	\$ 639.32	\$ 7,302.68	8.05%	58%
Leap Administration	\$ 1,500.00	\$ -	\$ 1,500.00	0.00%	58%
Revenue	\$ 1,500.00	\$ -	\$ 1,500.00	0.00%	58%
County Share	\$ -	\$ -	\$ -	0.00%	58%
Colorado Works Expenditures	\$ 44,697.00	\$ 24,366.16	\$ 20,330.84	54.51%	58%
Revenue	\$ 35,758.00	\$ 18,740.97	\$ 17,017.03	52.41%	58%
County Share	\$ 8,939.00	\$ 5,625.19	\$ 3,313.81	62.93%	58%
Regular Administration	\$ 55,000.00	\$ 26,720.77	\$ 28,279.23	48.58%	58%
Revenue	\$ 44,000.00	\$ 22,003.93	\$ 21,996.07	50.01%	58%
County Share	\$ 11,000.00	\$ 4,716.84	\$ 6,283.16	42.88%	58%
CORE Services	\$ 24,000.00	\$ 11,018.08	\$ 12,981.92	45.91%	58%
Revenue	\$ 23,255.20	\$ 10,069.75	\$ 13,185.45	43.30%	58%
County Share	\$ 744.80	\$ 948.33	\$ (203.53)	127.33%	58%
Old Age Pension	\$ 2,000.00	\$ 892.66	\$ 1,107.34	44.63%	58%
Revenue	\$ 2,000.00	\$ 892.66	\$ 1,107.34	44.63%	58%
County Share	\$ -	\$ -	\$ -	0.00%	58%
Adult Protection	\$ 3,530.00	\$ 984.40	\$ 2,545.60	27.89%	58%
Revenue	\$ 2,824.00	\$ 787.51	\$ 2,036.49	27.89%	58%
County Share	\$ 706.00	\$ 196.89	\$ 509.11	27.89%	58%
Special Projects	\$ 14,000.00	\$ 6,827.56	\$ 7,172.44	48.77%	58%
Revenue	\$ 14,000.00	\$ 6,827.56	\$ 7,172.44	48.77%	58%
County Share	\$ -	\$ -	\$ -	0.00%	58%
General Assist	\$ 500.00	\$ -	\$ 500.00	0.00%	58%
TOTAL EXPEND	\$ 179,400.00	\$ 76,594.09	\$ 113,823.99	42.69%	58%
TOTAL REVENUE	\$ 147,998.00	\$ 63,954.15	\$ 94,113.60	43.21%	58%
TOTAL COUNTY	\$ 30,696.00	\$ 12,639.94	\$ 19,710.39	41.18%	58%

Total county is different from budget because this spreadsheet does not include taxes collected

STATE FISCAL YEAR

State budget 7/1/2020 thru 6/30/2021

CATEGORY:	Allocation	M-T-D	Y-T-D	Balance	% of budget
REGULAR ADMIN	\$139,351.00	\$3,969.30	\$3,969.30	\$135,381.70	2.85% 8%
COLORADO WORKS	\$44,697.00	\$885.58	\$885.58	\$43,811.42	1.98% 8%
CHILD CARE	\$9,347.00	\$308.84	\$308.84	\$9,038.16	3.30% 8%
80/20 CHILD WELFARE	\$22,023.87	\$406.07	\$406.07	\$21,617.80	1.84% 8%
100%CHILD WELFARE	\$2,432.00	\$0.38	\$0.38	\$2,431.62	0.02% 8%
ADULT PROTECTION	\$4,003.00	\$36.37	\$36.37	\$3,966.63	0.91% 8%
CORE SERVICES	\$23,255.00	\$2,000.00	\$2,000.00	\$21,255.00	8.60% 8%
GENERAL ASSISTANCE	\$500.00	\$0.00	\$0.00	\$500.00	0.00% 8%
TOTALS	\$245,608.87	\$7,606.54	\$7,606.54	\$238,002.33	3.10% 8%

La Plata County Monthly SJC Charges
Jul-20

PPE: 7/3, 7/17, 7/31

Hourly wages for San Juan County
Prepared by: Emma Martin

Employee #	Employee	State Code	Category	Hours	Benefit \$	Salary \$	Total
6878	Emma Martin	0500.7000.61910	Administrative	10.00	\$ 11.71	\$ 31.76	\$ 434.71
5453	Martha Johnson	0500.7000.61910	Administrative	4.60	\$ 16.84	\$ 57.25	\$ 333.41
6928	Stephanie Jones	0500.7000.61910	Administrative	1.00	\$ 6.98	\$ 21.72	\$ 28.70
5527	Gina Tyler	9100.8000.61910	Child Support	1.00	\$ 7.98	\$ 24.69	\$ 32.66
6293	Lisa Sage-Lowe	9100.8000.61910	Child Support	0.75	\$ 9.96	\$ 21.89	\$ 23.89
6632	Alix Whittaker	1850.4210.61910	Colorado Works	2.00	\$ 10.05	\$ 20.18	\$ 60.46
6110	Esther Lobato	3350.4010.61910	Income Maint	3.00	\$ 8.53	\$ 25.32	\$ 101.55
6656	Katie Hott	3350.4010.61910	Income Maint	3.00	\$ 7.82	\$ 27.73	\$ 106.65
Total				25.25			\$ 1,122.02

La Plata County Monthly SJC Charges

Month: Jul-20
From: La Plata County Department of Human Services
Invoice No.: 44043

Category		State Code	Munis	Quickbook Code	Hours	Wages
Child Support:	Contract Pymnts	9100.8000.61910	1347204	444.052	1.75	\$ 56.55
Administrative:	Contract Pymnts	0500.7000.61910	1347604	444.000	15.50	\$ 796.82
Income Maintenance:	Contract Pymnts	3350.4010.61910	1347604	444.000	6.00	\$ 208.20
Child Care	Contract Pymnts	3150.2300.61910	1347104	444.183	0.00	\$ -
Adult Protection	Contract Pymnts	X260.1010.61910	1347004	444.260	0.00	\$ -
Adult Protection	Client Benefits	P260.1012.65791	1347104	444.260	0.00	\$ -
Colorado Works:	Contract Pymnts	1850.4210.61910	1347704	444.420	2.00	\$ 60.46
Child Welfare 100	Comm Services	3200.1220.61910	1347304	444.068	0.00	\$ -
1/12th Core Services Allocation	Purch Administrative Serv	1200.1800.62820	1347504	444.060		\$ 2,000.00
CSBG grant food purchase			1347604	444.100	0.00	\$ -
Summit Training room paid by La Plata County					0.00	\$ -
Attorney Hours		Code on invoice			0.00	\$ -
4 Hot Line Calls at \$22.00 each					0.00	\$ -
TOTAL					25.25	\$ 3,122.02

San Juan County Dept Of Human Services Transaction List by Vendor

Date	Num	Name	Memo	Acct	Split	Debit	Credit	
07/31/2020	JUL KR Payr		JUL-20 K R 101.					
07/31/2020	JUL KR Payr		JUL-20 K R 444.000	EXPENSE-ADMINISTR 101.1	CA\$		2,175.87	
07/31/2020	11539	LA PLATA COUNTY DEF	July 2020 P 101.1	CASH- DSS FUND	-SPLIT-	2,175.87		
07/31/2020	11539	LA PLATA COUNTY DEF	July 2020 C 444.052	EXPENSE-CHILD SUP 101.1	CA\$		56.55	
07/31/2020	11539	LA PLATA COUNTY DEF	July 2020 I 444.000	EXPENSE-ADMINISTR 101.1	CA\$		796.82	
07/31/2020	11539	LA PLATA COUNTY DEF	July 2020 I 444.000	EXPENSE-ADMINISTR 101.1	CA\$		208.20	
07/31/2020	11539	LA PLATA COUNTY DEF	July 2020 C 444.420	EXPENSE-COLORADC 101.1	CA\$		60.45	
07/31/2020	11539	LA PLATA COUNTY DEF	July 2020 1 444.060	EXPENSE-CORE SER 101.1	CA\$		2,000.00	
07/31/2020	11540	SAN JUAN COUNTY	July 2020 - 101.1	CASH- DSS FUND			2,283.83	
07/31/2020	11540	SAN JUAN COUNTY	July 2020 C 444.000	EXPENSE-ADMINISTR 101.1	CA\$	2,283.83		
							3,122.02	
								\$ 3,122.02 ← Tie to SJC Invoice \$\$
							7,581.72	



An official website of the United States Government.
Here's how you know

MENU

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)

What Can SNAP Buy?

PROGRAMS > SNAP > APPLICANT/RECIPIENT > HOW CAN I USE SNAP BENEFITS?

Any food for the household, such as:

- Fruits and vegetables;
- Meat, poultry, and fish;
- Dairy products;
- Breads and cereals;
- Other foods such as snack foods and non-alcoholic beverages; and
- Seeds and plants, which produce food for the household to eat.

Households CANNOT use SNAP benefits to buy:

- Beer, wine, liquor, cigarettes, or tobacco
- Vitamins, medicines, and supplements. If an item has a Supplement Facts label, it is considered a supplement and is not eligible for SNAP purchase.
- Live animals (except shellfish, fish removed from water, and animals slaughtered prior to pick-up from the store).
- Prepared Foods fit for immediate consumption
- Hot foods
- Any nonfood items such as:
 - Pet foods
 - Cleaning supplies, paper products, and other household supplies.
 - Hygiene items, cosmetics



Willy Tookey <admin@sanjuancolorado.us>

County Roads...

5 messages

La Kelly <redrock88consulting@gmail.com>
To: Admin@sanjuancolorado.us

Thu, Aug 27, 2020 at 10:29 AM

Good morning,

Please advise on the appropriate point of contact for those of us living on the county roads to open dialogue and move forward on solutions for all of the horrible dust and road situation. Specifically many of us on CR 2 are at wits end, and this might pertain to some other CRs as well.

Our intent is not to criticize, simply to move forward to come up with viable ideas/solutions, (e.g. prioritization of budget for better dust control, reduced over-grading, mag chloride, paving, signs (with the appropriate wording this time), possible increased enforcement, etc.). We have a comprehensive list of the issues as well as a few brainstormed ideas, but look to the county to be able to further research, budget and implement, for the....

- (1) safety,
 - (2) health, and
 - (3) quality-of-life,
 - (4) aesthetics,
- etc..

Please advise on the appropriate POC(s) so that we could schedule a meeting/forum sometime over the next few weeks to move this forward. Many of us are at wits end with the current situation. Thank you and looking forward to hearing from you.

Respectfully,
LA Kelly and neighbors
CR2

Get outside....

Willy Tookey <admin@sanjuancolorado.us>
To: La Kelly <redrock88consulting@gmail.com>

Fri, Aug 28, 2020 at 9:50 AM

The next County Commissioners meeting is scheduled for the morning of September 9th. It will be a virtual meeting held via Zoom conferencing.

I would be happy to put you on the agenda to give you an opportunity to discuss this with the Commissioners. If that works for you please let me know and I will give you an agenda time and the login information.

William Tookey
San Juan County Administrator
970-387-5766
admin@sanjuancolorado.us
PO Box 466, Silverton CO 81433

[Quoted text hidden]

La Kelly <redrock88consulting@gmail.com>
To: Willy Tookey <admin@sanjuancolorado.us>

Mon, Aug 31, 2020 at 1:48 PM









2020 Eureka campground preliminary report

Covid-19 certainly changed the face of camping, we saw a large influx of tent campers with many weekends fully booked which is not the norm.

As of end of August gross income was \$51,800. Compared to 2019 at \$33,700. I expect final at the end of September when the campground closes to be just shy of \$55,000 gross.

No major issues, camp hosts were able to deal with fire bans and informing the public what types of fires were and were not allowed.

Outhouses working out well, even with the toilet paper shortage early in the season. I was able to have a local (Durango based) septic company pump out all 4 outhouses for approximately \$1500. This is significantly less than what was spent when we were using port a potties. Payback for the initial expense of the pit toilets will occur within 4 years I believe. The septic company stated that pumping all 4 outhouses out once a year should be more than sufficient. The original pit toilet located at the ATV staging area was able to be pumped out even though its contents were 'dry' due to a suspected crack in the vault. We were able to introduce a few hundred gallons of water 24 hours ahead of pump out along with many yeast packets and this softened everything up enough that their high pressure hose and vacuum was able to remove the solids.

Just a reminder that your county attorney last year introduced the need to place some sort of pump in the river to remove water in order to retain water rights, we are very willing to help with that and perhaps you can add a small solar panel to power the pump, will be happy to pursue costs of the pump and solar panel if you wish with approximate sizes needed to pump the water into our storage tank. Or set up a spigot and valve closer to the pump placement at the river.

I have had a request from a promoter in Missouri to host a 3 day event at the campground next May. After many back and forth emails I finally figured out that he wants to host a MMA fight (mixed martial arts), sell tickets to the event, and have perhaps 300 in attendance. I am attaching his proposal that I asked him to write up to present to the county board since the land is yours. His proposal does not address everything I asked him to focus on. Personally I am not comfortable with his proposal, I do not think he has the financial backing necessary to cover all the expenses. I told him we would need security, additional outhouses, a plan for feeding that many people as well as clean up details. His responses were vague. The ultimate decision is yours. I doubt that MMA participants will contribute much to the local economy during their stay.

Thank you and a more detailed report with the final due to the county will follow in January or February after the end of the fiscal year.

Terri Brokering

COLUMBINE ROADHOUSE LLC
 P.O. BOX 647
 Silverton CO 81433

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name COLUMBINE ROADHOUSE LLC		Doing Business As Name (DBA) COLUMBINE ROADHOUSE LLC	
Liquor License # 03-10254	License Type Tavern (county)	Sales Tax License # 398146650000	Expiration Date 11/19/2020
Business Address 71450 HIGHWAY 550 Silverton CO 81433			Due Date 10/05/2020
Mailing Address P.O. BOX 647 Silverton CO 81433			Phone Number 8085577349
Operating Manager MARK McFARLAND		Date of Birth 1-26-60	Home Address [Redacted]
			Email mark.mcfarland@ymhoo.com
			Phone Number 830-377-0716
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>			
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input type="radio"/>			
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>			
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>			
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>			
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>			

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
MARK L McFADDEN	OWNER	
Signature	Date	
<i>Mark L McFadden</i>	09-08-2020	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN JUAN BASIN PUBLIC HEALTH, A PUBLIC HEALTH AGENCY
AND
SAN JUAN COUNTY PUBLIC HEALTH**

This Memorandum of Understanding (“MOU”) is made and entered into effective January 1, 2016, by and between SAN JUAN BASIN PUBLIC HEALTH, 281 Sawyer Drive, Suite 300, Durango, CO 81303 (“SJBPH”), and SAN JUAN COUNTY PUBLIC HEALTH, 1315 Snowden Street, Silverton, CO 81433 (“SJCPH”) (the parties are sometimes hereinafter collectively referred to as the “Parties”).

PREMISES

A. SJBPH is a public district health agency, as that term is defined by C.R.S. § 25-1-502; SJBPH’s district includes all of La Plata and Archuleta counties, Colorado (the “District”); SJBPH provides public health services as set forth in C.R.S. § 25-1-506.

B. SJCPH is a county public health agency, as that term is defined by C.R.S. § 25-1-502 which serves San Juan County.

C. SJCPH desires for SJBPH to provide the public health services to residents of San Juan County as more fully described on Exhibit “C” attached hereto.

D. SJBPH and SJCPH desire to enter into this MOU to provide a full statement of their rights and responsibilities in connection with the Services as defined in this MOU.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth herein, the Parties agree as set forth below.

AGREEMENT

- 1) **RIGHTS AND RESPONSIBILITIES OF SJBPH.** Throughout the term of this MOU, SJBPH shall have the rights and responsibilities as outlined on Exhibit “C” attached hereto.
- 2) **RIGHTS AND RESPONSIBILITIES OF SJCPH.** Throughout the term of this MOU, SJCPH shall have the rights and responsibilities as outlined on Exhibit “C” attached hereto.
- 3) **SJCPH PAYMENT TO SJBPH FOR THE SERVICES.** See Exhibit “C” for fees and payment information.
- 4) **TERM OF AGREEMENT; TERMINATION.**

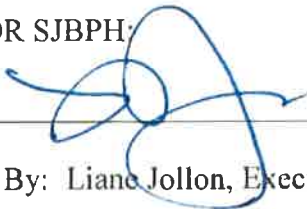
- a) Term. This MOU is effective commencing January 1, 2019 (“Commencement Date”) and terminates at the end of the day on December 31, 2019, unless terminated earlier as provided herein.
 - b) Termination.
 - i) For Cause Termination. Either Party shall have the right to terminate this Agreement, for cause, upon thirty (30) days’ written notice to the other Party. Any such notice shall specify the cause upon which it is based. The violating Party shall have thirty (30) days to rectify the cause specified in the notice of termination, and if such cause is not rectified, in the sole discretion of the non-breaching Party, within such thirty (30) day period, this Agreement shall thereupon automatically terminate; provided, however, that if such cause cannot reasonably be rectified within such thirty (30) day period, this Agreement shall not automatically terminate so long as the violating Party has commenced to rectify the cause within such thirty (30) day period and thereafter diligently and continuously proceeds to rectify such cause. It is understood and agreed by the Parties that “cause” for termination subject to notice and cure under this Section includes material breach by either Party of any of its obligations under this Agreement, including, failure by a Party to perform its service, payment or other obligations in accordance with the requirements and standards specified in this Agreement. Notwithstanding the notice provisions hereof, no notice and opportunity to cure shall be required if a Party has previously received notice for the same or a substantially similar breach within the twelve (12) month period immediately preceding the breach.
 - ii) Automatic Termination. As set forth in *Exhibit “A”*, this Agreement shall be automatically terminated for violations of federal payor requirements.
 - iii) No Cause Termination. This MOU may be terminated by either Party without cause by providing thirty (30) days advance written notice of termination.
 - iv) Effect of Termination. Upon termination or expiration of this Agreement, the Parties shall cooperate with the orderly transfer of responsibilities.
- 5) General Provisions.
- a) Compliance. Each Party and the employees of each Party will at all times conduct themselves in compliance with all local, state, federal and applicable laws and shall conduct themselves with highest standards of business ethics and integrity.
 - b) General Provisions. The Parties agree that this MOU is subject to the standard provisions set forth on *Exhibit A* attached hereto and incorporated herein.
 - c) HIPAA. As set forth in Section 1.1 of *Exhibit “A”*, each Party shall comply with all laws, including HIPAA. SJBPH is a “covered entity” as defined by HIPAA, and therefore, SJBPH is subject to the confidentiality obligations of HIPAA. To the extent there is any question about whether NAME is a “covered entity” under HIPAA, the Parties agree they shall execute SJBPH’s form Business Associates Agreement as required by HIPAA.
 - d) Entire MOU; Integration. This MOU, including the referenced Exhibits, supersedes all previous understandings, contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties. There are no agreements, representations, or warranties

between or among the Parties other than those set forth in this MOU or the documents and agreements referred to in this MOU.

- e) Notice. Whenever under the terms of this MOU written notice is required or permitted to be given by a Party to the other Party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Party to whom it is to be given, at the address set forth with in the first paragraph of this MOU.
- f) Execution. By signing below the Parties represent that: (a) he is authorized to execute and enter contracts on behalf of such Party; (b) he has read and understands the Agreement. A duplicate, a copy, and/or an electronic execution of this MOU will have the same force and effect of an original signature.

AGREED TO AND APPROVED BY:

FOR SJBPH:



By: Liane Jollon, Executive Director

Date: 11/15/19

FOR SJCPH:

Becky Joyce, RN

By: Becky Joyce, Director

Date: 11/13/2019

EXHIBIT A - STANDARD PROVISIONS

(01.21.2014)

For purposes of this Exhibit A, San Juan County Public Health shall be referred to as "Contracting Party".

1.1. Compliance with all laws; Compliance with HIPAA. Each party agrees that in connection with this MOU each shall, at all times, comply with all applicable laws including, but not limited to, the following: (a) applicable federal and Colorado law and regulations, including those of the Colorado Department of Health and Environment and the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended; and (b) to the extent applicable to this MOU, with the Medicare Conditions of Participation and any other requirements for participation in Medicare and Medicaid; and (c) the reasonable requirements of any other applicable regulatory or accrediting agency or third party payor; and (d) the professional and ethical guidelines of applicable professional associations.

To the extent this MOU would provide the Contracting Party with "protected health information" as that term is defined by 45 CFR 160.103, each party shall not use, disclose, create, receive, maintain, or transmit protected health information other than as allowed by the HIPAA regulations at 45 CFR 160.101, et seq. Further, both parties agree to promptly (within 3 business days) report to the other any breaches of the foregoing limitation regarding use or disclosure of protected health information.

1.2. Insurance. Each of the Parties shall, at his/her/its sole cost and expense, procure, keep and maintain throughout the term of this MOU, insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and comprehensive general liability. In addition to the coverages specifically listed herein, each of the Parties shall maintain any other usual and customary policies of insurance applicable to the services or other work being performed pursuant to this MOU. By requiring insurance herein, neither party represents that coverage and limits will necessarily be adequate to protect the insuring party and such coverage and limits shall not be deemed as a limitation on the insuring party's liability under the indemnities granted to the other party in this MOU. Said insurance policy shall cover all Services or other work provided under or in connection with this MOU and shall provide for at least thirty (30) days' prior written notice to the other party for cancellation or diminution in coverage to take effect. Upon request, each party shall provide the other party with a certificate evidencing such insurance.

1.3. Responsibility for Own Acts. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this MOU. In the event that a claim is made against both

Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

1.4. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

1.5. Partial Invalidity. If any provision of this MOU is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this MOU, unless such invalidity or unenforceability would defeat an essential business purpose of this MOU.

1.6. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the Parties contained in, granted, or reserved by this MOU, are in addition to any others that the Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

1.7. Waiver. Any waiver of any term or condition of this MOU must be in writing and signed by the Parties. No delay or failure by either party to exercise any right or remedy it may have shall operate as a continuing waiver of such right or remedy, or prejudice such party's right to insist upon full compliance by the other party of the terms of this MOU. Only SJBPH's Executive Director, duly authorized, has the authority to waive provisions of this MOU on behalf of SJBPH.

1.8. Attorney's Fees. If any action is brought by either party to enforce or interpret the terms of this MOU, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees incurred therein from the non-prevailing party, in addition to such other relief as the court or other officiating body may deem appropriate.

1.9. Further Assurances. Each party agrees, at its own cost, to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

1.10. Assignment. Neither party shall not have the right or the power to assign this MOU nor any of the rights or obligations inuring to or imposed upon it herein, and any attempted or purported assignment shall be null and void and of no effect.

1.11. Amendments. This MOU may be amended at any time by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by each of the Parties.

1.12. Survival. Except as otherwise expressly provided in this MOU, all covenants, agreements, representations and warranties, expressed and implied, shall survive the

termination of this MOU, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

1.13. No Third Party Beneficiaries. There are no third party beneficiaries to this MOU. Nothing in this MOU shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties.

1.14. Headings. The headings of the sections of this MOU are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

1.15. Force Majeure. Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this MOU or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this MOU shall be Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, terrorist attacks, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof, and all such contingencies shall, as far as is reasonably possible, be remedied with all reasonable efforts and dispatch. The existence of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period equal to the period of delay; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to cancel this MOU.

1.16. Confidentiality. To the extent permitted by law, the Parties shall hold in confidence the information contained in this MOU and each of them hereby acknowledges and agrees that all information related to this MOU, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the Parties except: (i) to the extent necessary to comply with any law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of its normal reporting or review procedure, to its auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (iv) as necessary to enforce its and perform its agreements and obligations under this MOU. Each of the Parties shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other party, release or share such information with any third party, except as may be required by law. Each of the Parties agrees that, prior to reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, said party will first discuss any potential legal or compliance matter with the other party's most senior leader (e.g., as to SJBPH, its Executive Director) and, unless otherwise required by law, provide the other party with an opportunity to investigate and appropriately report any compliance matter brought to its attention by said party.

1.17. Relationship of the Parties; Independent Contractor. In the performance of this MOU, the Parties mutually understand and agree that each is at all times acting as and shall be treated as independent contractors vis-a-vis the other. Each of the Parties shall exercise independent judgment at all times and shall not be subject to the direction, control, or supervision of the other in the performance of this MOU, except that each of the Parties shall be subject to the standards, including but not limited to the performance standards set forth in this MOU. Additionally, each of the Parties shall be solely responsible for the salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance, compliance with employment laws and similar items of said party and shall indemnify and hold the other party harmless from and against all such items, liability and costs arising from any claim by or on behalf of said party, any governmental agency, or any other person alleging that said party is an employee of the other party. The Contracting Party shall purchase and provide SJBPH with proof of its workers' compensation coverage for such employees.

1.18 CGIA. SJBPH is subject to certain immunity under the Colorado Governmental Immunity Act, and at no time has SJBPH waived such immunity.

TO THE EXTENT APPLICABLE TO EACH PARTY, THE FOLLOWING PROVISIONS SHALL APPLY:

2.1. Compliance with Federal Payor Requirements.

2.1.1 Excluded Provider & Indemnification. Each of the Parties hereby represents and warrants that it is not now and at no time has it been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each of the Parties hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of the notifying party from any federally funded health care program, including Medicare and Medicaid. In the event that a party is excluded from participation in any federally funded health care program during the term of this MOU, or if at any time after the Effective Date of this MOU it is determined that such party is in breach of this Section, this MOU shall, as of the effective date of such exclusion or breach, automatically terminate. Each of the Parties shall indemnify and hold harmless the other against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by such party, or due to the exclusion of such party from a federally funded health care program, including Medicare or Medicaid. This Section shall survive the termination of this MOU.

2.1.2 Application of Requirements. SJBPH and Contracting Party specifically recognize that each party may provide services to patients covered by the Medicare program (Title XVIII of the Social Security Act) and that each has an obligation to comply with the requirements of the Medicare program for payment for services provided by SJBPH-based physicians, to the extent that such services are provided pursuant to this

MOU. Each party hereby agrees to cooperate with the other in order to assure that these requirements are met.

2.1.3 No Billing in Violation of Medicare Regulations. Group shall not submit on behalf of itself or Contracting Party any claim to any federally funded health care program, state funded health care program, a patient, insurer or any other third person for Services provided by Contracting Party under this MOU. SJBPH may immediately terminate this MOU upon Contracting Party's violation of this Section, and Contracting Party shall indemnify SJBPH for all losses suffered by SJBPH as a result of any such violation, whether intentional or negligent. This Section shall survive the termination of this MOU.

2.1.4 Recordkeeping. If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code ("U.S.C."), until the expiration of four (4) years after the termination or expiration of this MOU, each of the Parties shall make available, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this MOU and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by said party under this MOU. Each of the Parties further agrees that, in the event it carries out any of its duties under this MOU through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such goods or services pursuant to such subcontract upon written request to the Secretary, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

2.1.5 Compliance with Medicare Anti-Kickback, Self-Referral and Anti-Rebate Laws. Neither party shall engage in any activity prohibited by 42 U.S.C. Section 1395nn (42 Code of Federal Regulations, Part 411 (411.1 to 411.361)), 42 U.S.C. Section 1320a-7a and 42 U.S.C. Section 1320a-7b (42 Code of Federal Regulations, Part 1001 (1001.952(a) to 1001.1001)) or any other federal, state or local law or regulation relating to the referral of patients, including, without limitation, anti-rebating and self-referral prohibitions and limitations, as those regulations now exist or as subsequently amended, renumbered or revised, nor shall either party associate or engage in similar activities with respect to any third party payors, including, but not limited to, soliciting or receiving, directly or indirectly, any compensation, in cash or in kind, or offering to pay any compensation to a third person in exchange for referring an individual to a person for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or any other state or federally funded healthcare payment program.

2.1.6 No Referral Obligation. Nothing in this MOU shall be construed to require Contracting Party to refer patients to SJBPH or to require SJBPH to refer patients to Contracting Party.

2.2. Jeopardy. Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition or provision of this MOU jeopardizes the licensure of SJBPH, its participation in, or the payment or reimbursement from, Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or its accreditation or licensing through CDPHE or any other state or nationally recognized accreditation organization, or the tax-exempt status of SJBPH or any affiliated entity, any of their property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any health care professionals or their patients from utilizing SJBPH or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical fields, SJBPH may initiate negotiations to resolve the matter through amendments to this MOU and, if the Parties are unable to resolve the matter within thirty (30) days thereafter, SJBPH may, at its option, terminate this MOU immediately. The Parties acknowledge and agree that this provision imposes a duty on each of the Parties to act in good faith, and where agreement is required, such agreement shall not be unreasonably withheld. After an initial notice is given as provided for in this Section, the Parties agree to cooperate and to act in such a manner as to eliminate or minimize to the extent possible any of the potential conditions described herein. This Section shall apply regardless of the reason that one or more of the described potential conditions exists, including, but not limited to, because of the occurrence of substantially changed circumstances.

2.3 Nondiscrimination. To further the goals of public health, the Parties agree to accept all Medicare and Medicaid patients and to treat all medically indigent patients without regard to ability to pay and without regard to race, color, national origin, citizenship, sex, age, disability, religion or other factors unrelated to the patient's need for services.

EXHIBIT B - HIPAA BUSINESS ASSOCIATES AGREEMENT

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires the San Juan Basin Health a public health agency and a "Covered Entity," to comply with HIPAA. HIPAA mandates that if San Juan Basin Health contracts with any third-party "Business Associate" (i.e., generally an entity/person that (a) is not a Covered Entity, and (b) might view/access/receive a patient's protected health information), then that Business Associate must agree to comply with the provisions of HIPAA as set forth in this Business Associates Agreement.

1) DEFINITIONS.

- a) General definitions: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach; Data Aggregation; Designated Record Set; Disclosure; Health Care Operations; Individual, Minimum Necessary; Notice of Privacy Practices; Protected Health Information; Required By Law; Secretary; Security Incident; Subcontractor; Unsecured Protected Health Information; and Use.
- b) Specific definitions:
 - i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
 - ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103. For purposes of this Business Associates Agreement, San Juan Basin Health is the "Covered Entity".
 - iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2) OBLIGATION AND ACTIVITIES OF BUSINESS ASSOCIATE. Business Associate agrees to:

- a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- c) Report to covered entity (not delaying more than three days of Business Associates discovery) any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

- i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3) PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.
- a) Business associate may use or disclose protected health information as necessary to perform the services as set forth in a written agreement between the parties.
 - b) Business associate may use or disclose protected health information as required by law.
 - c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
 - d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below:
 - i) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate; and/or
 - ii) Business associate may provide data aggregation services relating to the health care operations of the covered entity.
- 4) PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.
- a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
 - b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
 - c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
- 5) PERMISSIBLE REQUESTS BY COVERED ENTITY.
- a) Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. This specifically excludes any use or disclosure by business associate protected health information for business associate's management, administration and legal responsibilities and data aggregation.
- 6) TERM AND TERMINATION.
- a) Term. The Term of this Agreement shall be effective when executed by both parties and shall continue throughout the term of any written agreement between the parties unless earlier terminated as set forth below.
 - b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.
 - c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- i) Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii) Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form; and
- iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
- d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

7) **ADDITIONAL PROVISIONS.**

- a) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- c) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.


<p>Covered Entity: San Juan Basin Public Health</p> <p>By:  Liane Jollon, Executive Director</p> <p>Date: <u>11/15/19</u></p>	<p>Business Associate: San Juan County Public Health</p> <p>By: <u>Becky Joyce, RN</u> Becky Joyce, Director</p> <p>Date: <u>11/13/2019</u></p>
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EXHIBIT "C" TO MOU
BETWEEN SJBPH AND SJCPH

I. SERVICES.

- a) The Service Area: San Juan County, Colorado. At execution of this Agreement, there are *six hundred ninety-nine (699) residents* in the Service Area.
- b) Services:
- i. *The services ("Services") include:*
- 1) the agency duties set forth in C.R.S. § 25-1-506(b)(IV), as to administration and enforcement of laws pertaining to public health, air pollution, solid and hazardous waste, and water quality;
 - 2) the agency duties set forth in C.R.S. § 25-1-506(b)(IV), as to investigation and abatement of environmental-related nuisances;
 - 3) the agency duties set forth in C.R.S. § 25-1-506(b)(IX), make chemical, bacteriological, and biological labs, except such labs are in La Plata and/or Archuleta counties;
 - 4) the agency duties set forth in C.R.S. § 25-1-506(b)(XI), as to carrying out health programs offered by SJBPH;
 - 5) the agency duties set forth in C.R.S. § 25-1-506(b)(XIII), to make necessary sanitation and health investigations and inspections for matters affecting public health;
 - 6) the agency duties set forth in C.R.S. § 25-1-506(b)(XIV), as to collaboration with the state department on all matters pertaining to water quality, air quality, air pollution, and solid and hazardous waste; and
 - 7) the agency duties set forth in C.R.S. § 25-1-506(b)(XV), as to San Juan County's establishment of local or regional child fatality prevention review team.
- ii) *The Services do not include:*
- 1) SJBPH clinics in San Juan County (any persons in the Service Area desiring SJBPH clinic services will need to travel to La Plata and/or Archuleta County for SJBPH clinic services);
 - 2) the agency duties set forth in C.R.S. § 25-1-506(b)(I), completion of a community assessment;
 - 3) the agency duties set forth in C.R.S. § 25-1-506(b)(II), advising San Juan County on public policy issues;
 - 4) the agency duties set forth in C.R.S. § 25-1-506(b)(III), the San Juan County's obligation to arrange for its core public health services;
 - 5) the agency duties set forth in C.R.S. § 25-1-506(b)(IV), as to vital statistics for San Juan County and as to the orders, rules and standards of the state board;
 - 6) the agency duties set forth in C.R.S. § 25-1-506(b)(VIII), as to investigation of non-environmental nuisances;
 - 7) the agency duties set forth in C.R.S. § 25-1-506(b)(X), to purchase and distribute biological or therapeutic products to physicians and veterinarians in San Juan County;
 - 8) the agency duties set forth in C.R.S. § 25-1-506(b)(XI), as to carrying out health programs not offered by SJBPH;
 - 9) the agency duties set forth in C.R.S. § 25-1-506(b)(XII), to collect, compile and tabulate reports of marriages, dissolutions of marriage, births, deaths, etc. for San Juan County;

10) the agency duties set forth in C.R.S. § 25-1-506(b)(XIV), as to collaboration with the state department as to public health matters of San Juan County.

iii) *In addition, the Services do not include the following; however, SJBPH shall have the right (but not the duty) to address the following:*

- 1) the agency duties set forth in C.R.S. § 25-1-506(b)(V), investigate and control epidemic or communicable diseases in San Juan County;
- 2) the agency duties set forth in C.R.S. § 25-1-506(b)(VI), establish, maintain, and enforce quarantines in San Juan County; and
- 3) the agency duties set forth in C.R.S. § 25-1-506(b)(VII), close schools and public places in San Juan County.

II. **SJBPH'S RIGHTS AND RESPONSIBILITIES.** Throughout the term of this MOU, SJBPH shall have the following rights and responsibilities:

- a) SJBPH shall provide the Services to the Service Area in accordance with the obligations and standards set forth in C.R.S. § 25-1-501, *et seq.*

III. **SJCPH'S RIGHTS AND RESPONSIBILITIES.** Throughout the term of this MOU, SJCPH shall have the following rights and responsibilities:

- a) SJCPH shall be responsible for forming its public health agency and all obligations mandated by C.R.S. § 25-1-501, *et seq.*, for San Juan County other than those Services provided by SJBPH.
- b) SJCPH agrees that it shall not, at any time, submit billing to Medicaid, Medicare or otherwise for the Services provided by SJBPH in the Service Area.

IV. **FEES; BILLING.**

- a) Fees: SJBPH shall charge to SJCPH the sum of *six dollars and fifty cents (\$6.50)* for each person in the Service Area.

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

Proposal Submitted To San Juan County		Phone 970.799.2834	Date September 3, 2020
Street 1557 Green St.		Job Description Boiler Replacement - LP Gas	
City, State, and Zip Silverton, CO 81433		Job Location Court House, Silverton, CO	
Attention David	Date of Plans	Reference Work Order #	Email

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

Fifty Eight Thousand and Two Hundred And Ninety Six Dollars-----\$-----~~58,296.00~~-----

Payment to be made as follows: **PROGRESSIVE -- Credit cards are not accepted as payment for contract jobs.** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully bonded and covered by Workman's Compensation Insurance. All accounts 30-days past due will be assessed a finance charge of 2% per month (24% per year) plus attorney's fees and/or collection fees. All warranty work will be done during normal business hours. Customer will be responsible for additional labor charges if warranty work is done after hours, on holidays or weekends.

Authorized

Signature

Terry Sweetin

Note: This proposal may be withdrawn by Keenan's Plumbing and Heating Inc. if not accepted within 30 days.

Keenan's Plumbing and Heating, Inc. proposes to provide all labor and material to remove existing gas boiler and replace it with:

1 – Weil McLain BG888 sectional cast iron LP Gas, steam boiler
All CSD1 Controls
All gas piping to reconnect new boiler

This proposal includes:

- Demolition, removal and disposal of existing boiler
- All steam piping in boiler room to connect new boiler
- All venting of new boiler
- All reconnection of electrical to new boiler

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

Proposal Submitted To <b style="text-align: center;">San Juan County Court House	Job Description <b style="text-align: center;">Boiler Replacement - LP Gas	Date <b style="text-align: center;">September 3, 2020
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BOILER:	\$38,537.00
PIPE, VALVES, FITTINGS, CONTROLS:	\$ 7,335.00
LABOR:	\$11,924.00
FREIGHT:	\$ 500.00
TOTAL:	\$58,296.00

Thank you for inviting our bid.

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

<p>Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date of Acceptance: _____</p>	<p>Signature _____</p> <p>Signature _____</p>
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PO Box 250
Silverton, CO 81433

970-387-5522



SAN JUAN COUNTY

PO Box 466
Silverton, CO 81433

970-387-5766

Date: September 7, 2020.

For: September 9 County Commissioners Meeting.

From: Town/County Planning Director.

Regarding: Some of the Town/County Planning Department Work During the Past Two Weeks.

County Projects

- The Commissioners approved a renewal application for an existing marijuana facility on Highway 550.
- A site visit occurred for proposed solar panels for a Land Use Permit Application, to observe the solar panels' potential visibility from Highway 550 and the Town of Silverton.
- Inquiries were addressed about two versions of the Cole Ranch CC&Rs written in 2001 and 2019.
- Owners of a mining claim on CR 20A were assisted with the Improvement Permit Application process.
- The buyer of mining claims at Chattanooga was assisted regarding County/Forest Service access, Improvement Permit Application process, potential avalanche hazards, and visibility requirements.
- A County Application for a Proposed Amendment to an Existing Subdivision Plat was submitted electronically, a legal notice was prepared today, and this week the adjacent land owners will be notified.
- The applicant of a proposed tiny home RV Park in the Lime Creek Road area was assisted with the County's Subdivision/PUD process, and County/Forest Service access issues.
- A Land Use Permit Application is being reviewed administratively for a proposed single family residence on an existing lot in the previously approved Know Your Neighbor Subdivision.
- An inquiry from a buyer of a vacant property at Howardsville was addressed, regarding the Improvement Permit Application process, the County's RV Park regulations, visibility, and Economic Corridors.
- An inquiry from a buyer of a mining claim in Cunningham was addressed, regarding the County's regulations on maximum 21-day RV camping, proposed driveway grading, future Improvement Permit Application requirements, and an acreage discrepancy.
- The owner of mining claims on Ophir Pass was assisted with the County's requirements for Proposed Boundary Agreements, and County restrictions above 11,000 feet elevation.
- Town/County Special Events Permit Applications are being processed for a proposed drone film event featuring nature along the Animas River.
- Planning Director was in contact with SJBH septic staff regarding several septic systems in this area.
- DRMS mining rec. Land Use Permit Applications are being processed by the Planning Department.
- A local realtor was assisted with the Improvement Permit Application process, various County restrictions above 11,000 feet elevation, and a proposed emergency services tower, all on CR 14.

Town Projects

- The Town Board, during a Public Hearing, approved a proposed single family residence with office space, Eugene Luther Family Trust, in the blue zone of the Town's Avalanche Hazard Overlay District.
- The Town Master Plan Committee met including two new at-large members E. Barszcz and S. Morris, distributed the existing 2010 Master Plan, and present was guest speaker Patrick Rondinelli of DOLA,

who is arranging a virtual training session called “Comp Plan 101,” on or around Sept. 22 or 28, hosted by the Master Plan Committee, with invitations to be sent to the Planning Commission, County Commissioners, Town Board.

- A site visit occurred with landowners, Public Works/Planning Directors, at platted 20th Street, regarding the Town’s requirements on how best to extend infrastructure from Town, along the Truck Bypass Road.
- The Town Staff meets weekly every Thursday morning about Town ongoing work and projects.
- The Town Code Committee (Reiter, MacDougall, Adair) meets weekly to work on proposed revisions to the Municipal Code. The recent work is regarding the Town’s Vacation Rental regulations.
- On August 24, the Town Board approved changes to the Town’s Accessory Dwelling Unit (ADU) regs.
- Inquiries are being received from homeowners/buyers who want to apply for a Town Variance, so they can have a Vacation Rental (VR) in a structure that does not comply with the Town’s VR regulations.
- The Town’s regulations regarding temporary and campaign signs have been a topic of discussion.
- There are three incoming Use Subject to Review Applications for Camper Parks in the Town of Silverton, within the Town’s Avalanche Hazard Overlay District. The Municipal Code allows for an administrative approval but does not specify the maximum density of campers per lot. A fourth application for a tiny home Camper Park will apparently require a Town Variance Application, as it is not within the Avalanche Hazard Overlay District. Campers/RVs/tiny homes on wheels and the Town’s Camper Park regulations are a recent topic of discussion.
- A Variance Application is being submitted for a proposed marijuana cultivation facility on Greene Street.
- Inquiries were addressed, for owners trying to determine their current zoning, and regarding proposed “spot re-zoning” of several parcels in Town. The Town Re-zoning Application process (submittal requirements, and which Boards review those) was researched in the Municipal Code.
- A family who donated land to the Town on Blair is being assisted regarding a proposed family memorial.
- A telecom. company has been working on applying for a proposed generator and proposed fuel tank at an existing cell phone tower site in Town, which may be within the Avalanche Hazard Overlay District.
- The list of Committees & Boards was updated, based on the Town Board appointments made in April.
- A Variance Application may be submitted soon for a proposed triplex to forgo the required breezeway.
- Planning & Building Departments recently discussed “zircons” in Town: temporary, or for storage, or during a valid Building Permit, or for permanent use, or used in structure design, when and how those are permitted, Building Code requirements, and the applicable “shipping container” Municipal Codes.
- Several owners of vacant land in the Town were assisted with electronic copies of the Town Infrastructure Map, Avalanche Hazard Overlay District Map, and Unified Hazard Overlay District Map.
- As a precaution I was placed on a 14-day quarantine on August 28, which unfortunately has created some logistics challenges for work: no visits to Town Hall/Courthouse for printing, copying, deliveries, picking up paper application submittals, files, and misc. documents. Assuming there are no surprises, I am permitted to resume trips to public buildings (Town Hall, post office, Courthouse) on September 10.

Bonita Peak Mining District Update

August 2020



COLORADO
Department of Public
Health & Environment



<https://www.epa.gov/superfund/bonita-peak>

Site Updates

Red and Bonita Bulkhead Test

The Red and Bonita bulkhead test started on July 15, 2020. The pressure has been raised to approximately 160 feet as of August 27, 2020. Bulkhead pressure has been rising at a rate of approximately 3 ft/head per day since closing the valve on July 20 but has slowed to approximately 2 ft/head per day since August 10. The bulkhead and surrounding structures are continuing to be monitored regularly. Minimal seepage continues to be seen around the bulkhead, with flows totaling 2.6 gpm to 3.6 gpm. Surface water sampling within Cement Creek occurred on August 3, and weekly inspections of nearby seeps and springs, draining mines, and dry mines continues to occur. Given the current rate of head rise behind the bulkhead, the team anticipates that the holding time at 200 ft will need to be shortened.

At the end of the test, the water that has accumulated behind the bulkhead will be drawn down and fully controlled at the bulkhead valve and be treated at the Interim Water Treatment Plan (IWTP).

Sludge at the Interim Water Treatment Plant

EPA continues to review dewatering methods for the IWTP sludge to make transportation, handling, and storage of that sludge more efficient. For three months this summer, EPA is trying out a large tractor specifically designed for sludge. The tractor, rented from Brown Bear Corporation, has a large auger on the front which mixes and windrows the sludge. This turning process exposes more of the sludge to the air and sun accelerating the drying process. EPA is trying the equipment out on its sludge drying pad just below the treatment plant. The overall goal is to remove water from the sludge. By reducing the water content, the volume of the sludge decreases making it more cost effective to transport and manage at a later date. EPA will evaluate the tractor's effectiveness after three months.



Figure 1 Brown Bear Corp, tractor with auger

■ **United States Forest Service Brooklyn Mine Work**

Starting mid-September, the USFS will start work at the Brooklyn Mine. The Brooklyn Mine site consists of four mining levels, termed level one through four. The USFS will work with Colorado Division of Reclamation, Mining and Safety (DRMS) to complete the following site work:



Figure 2 Brooklyn Mine waste rock pile and levels 1 and 2 adit area. Credit USGS

- *Construction of diversion controls.* Run-on control work in the Level One area and in the area of the quarry road, located at the entrance of Level One, will be completed to divert surface water away from waste rock piles below those areas. The existing road to the quarry location will be repaired to implement, maintain, and monitor run on controls that will divert water away from waste rock below the road. This work will be conducted pursuant to the 2019 Interim Record of Decision (IROD).

- **Additional Hazard Mitigation and Debris Removal**

- *Safeguard Level One highwall.* Interim restoration will be completed at the Level One adit area to address highwall areas created by portal collapse in a popular backcountry skiing and hiking area by lessening the slopes and removing unstable rock and tree hazards at the collapsed portal area.
- *Remove trash.* Trash and debris from around the Brooklyn site will be removed to an approved landfill, including scrap metal and the grey corrugated metal building.

■ **Natalie/Occidental IROD Work**

Site work began on the Natalie/Occidental source area this month. Crews are re-routing the adit discharge away from the waste pile to eliminate erosion and undercutting of the waste pile from the current channel. The portal grate will also be cleared of debris buildup behind the grate to prevent back up of mine discharge and to ensure unobstructed flow to the drainage channel. Figure 3 shows crews creating the new lined channel for adit discharge.



Figure 3 Before IROD work (left) and channel being created to divert adit discharge around waste pile (right)



Willy Tookey <admin@sanjuancolorado.us>

News Release: Work Begins Near US Basin Road September 7th

1 message

Godson, Esther - FS <esther.godson@usda.gov>

Wed, Sep 2, 2020 at 2:43 PM



United States Department of Agriculture

Forest Service
San Juan National Forest
15 Burnett Court
Durango, CO 81301
(970)247-4874
www.fs.usda.gov/sanjuan/



News Release

Media Contacts:

Esther Godson
esther.godson@usda.gov
(970) 422-2671

Lorena Williams
lorena.williams@usda.gov
(970) 422-2939

Work Begins Near U.S. Basin Road September 7th

Silverton, Colo., September 2, 2020 – The Environmental Protection Agency will be conducting work at the Koehler, Junction, and Longfellow sites near the top of Red Mountain Pass on National Forest System Road 825 (U.S. Basin Road/Brooklyn Road) beginning September 7th, 2020. The road will be closed September 10th to install a new culvert at the site and will reopen September 11th. Work is expected to be completed by September 25th.

The work is being conducted pursuant to the 2019 EPA Interim Record of Decision for the Bonita Peak Mining District Superfund site. At the Koehler and Junction site area, sludge will be removed from the pond to provide long term sediment storage capacity and replace the undersized culvert at the west end of the pond. During this work, there is a chance that turbidity might increase and may cause localized discoloration in Mineral Creek. This work is not anticipated to have a negative impact on aquatic life or on downstream water uses. The “hot spots” of mining waste that present risk to recreational users in the area will be covered at the Longfellow site area.

Forest visitors should know before they go and plan travel accordingly given the road closure September 10th. Visitors should obey all traffic signs, and exercise caution when traveling this route during the September 7th to September 25th timeframe.

For more information, please contact the EPA On-Scene Coordinator, Kerry Guy, at (303) 312-7288 or San Juan National Forest Abandoned Lands and Mineral Manager, Walt Brown, at (970) 385-1372.

All offices on the San Juan National Forest are conducting business and providing services virtually. For information on the San Juan National Forest, call (970) 247-4874, visit the [forest website](#), or follow us on social media ([Twitter](#) and [Facebook](#)).



Esther Godson, PMP
Public Affairs Officer

Forest Service

San Juan National Forest

p: 970-385-1219
c: 970-422-2671
esther.godson@usda.gov

15 Burnett Court
Durango, CO 81301

www.fs.usda.gov/sanjuan

www.facebook.com/sanjuannationalforest

www.twitter.com/SanJuanNF



Caring for the land and serving people

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128K



Willy Tookey <admin@sanjuancolorado.us>

BPMD Proactive notification of possible localized surface water discoloration

1 message

Jenkins, Katherine <jenkins.katherine@epa.gov>

Wed, Sep 2, 2020 at 3:24 PM

FOR SITUATIONAL AWARENESS: EPA and our contactors are in the process of completing the IROD channel work and cleaning the portal grate at the Natalie/Occidental Mine during the next two weeks. During this work, the new north drainage channel will be connected to the draining adit and debris built up behind the adit grate will be carefully removed to ensure unobstructed adit flow to the drainage channel. Beginning next week, EPA and our contractors will begin implementing IROD work at the Koehler, Junction, Longfellow mines. The work entails replacing a culvert underneath Road 825 (scheduled for Sept 10th) and removing sediment and sludge from the pond located in the area. During this work there is a chance that turbidity might increase and may cause localized discoloration in Cement Creek and Mineral Creek. We do not anticipate this work will have a negative impact on aquatic life or on downstream water uses. For more information, contact: Rob Parker, 303-312-6664, parker.robert@epa.gov or Kerry Guy, 303-312-7288, guy.kerry@epa.gov, or Joni Sandoval, 303-312-6988, Sandoval.Joni@epa.gov

Katherine Jenkins

Public Affairs Specialist

US EPA, Region 8

303-312-6351 (o)

jenkins.katherine@epa.gov

