

SAN JUAN COUNTY, COLORADO BOARD OF COMMISSIONERS

MEETING AGENDA

June 25, 2025

CALL TO ORDER: 6:30 P.M.

BOCC Meeting Minutes for June 11, 2025

APPOINTMENTS

6:35 P.M. Mark Rudolph, CDPHE

7:00 P.M. Sarah Moore SJDA – Proposed Design of Silverton Entryway Signs

CORRESPONDENCE:

Kevin Kuhlman – Memorial Bench Request

Norm – San Juan Triangle Project – Sign Request

NEW BUSINESS:

GOCO Grant Agreement

Partnership Agreement - San Juan County and Silverton Singletrack Society

Public Comment

Commissioner and Staff Reports

Other

Adjourn

Times listed above are approximate.

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

Next Regular Meeting – Wednesday July 9, 2025 8:30 A.M.

Join Zoom Meeting

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

By Telephone: Dial 1 669-900-6833 and enter the Webinar ID 92136473203 when prompted.

Meeting ID: 921 3647 3203

You Tube (live and recorded for later viewing, does not support public comment):

<https://www.youtube.com/@sanjuancountycolorado/streams>

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, June 11, 2025
AT 6:30 P.M.

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

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

Minutes: Commissioner Maisel moved to approve the minutes of May 28, 2025, as presented. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

The Commissioners recessed their Board of County Commissioner meeting to sit as the Board of Health.

Public Health Director Becky Joyce was present to provide the Board of Health with an update.

Upon completion of the discussion with the Public Health Director the Commissioners reconvened their County Commissioner Meeting.

Social Services Director Martha Johnson and Krissy Rhoades were present to provide the Commissioners with updates. Commissioner Fetchenhier moved to approve Transmittal #4 in the amount of \$11,654.60. Commissioner Maisel seconded the motion. The motion passed unanimously.

Building Inspector and Code Enforcement Officer Bevan Harris was present to provide the Commissioners with an update on the activities of his department.

The Treasurer's monthly report was presented to the Commissioners for their review.

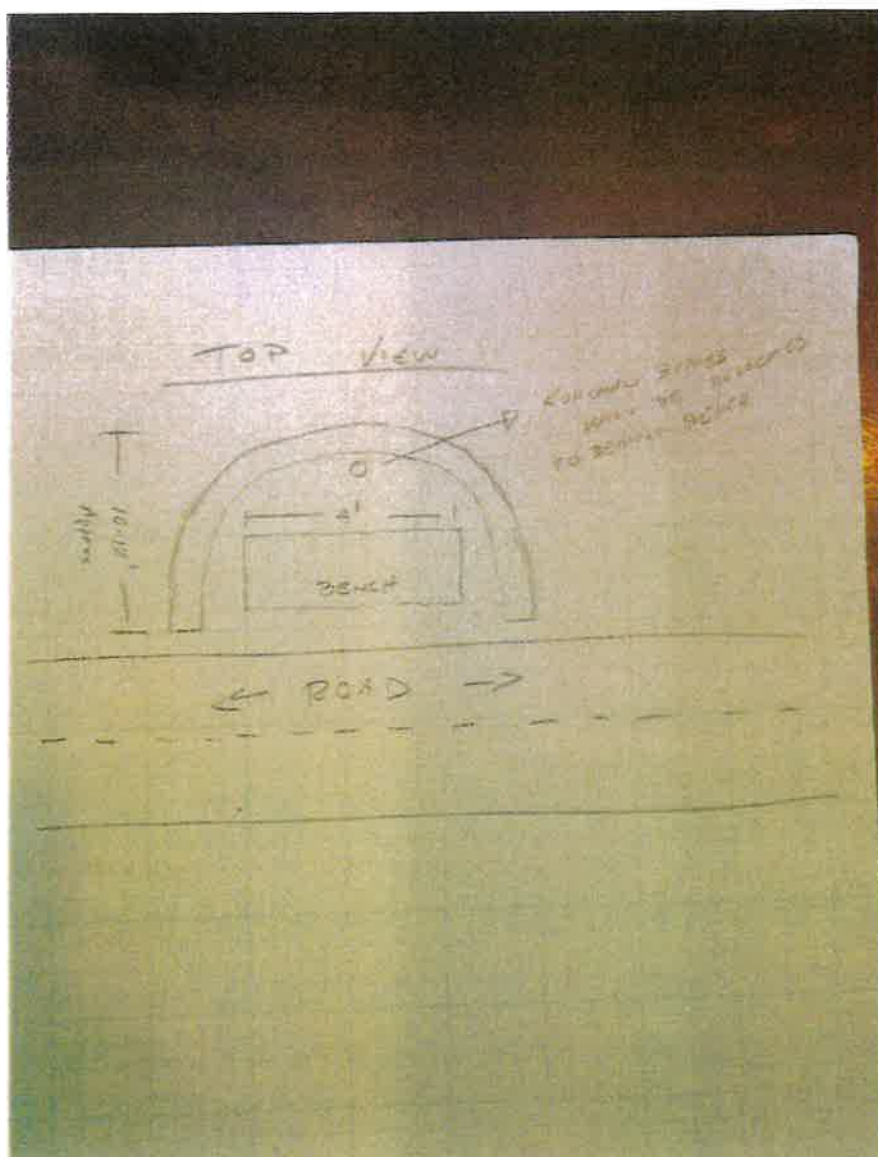
The June sales tax report was presented to the Commissioners for their review.

The Commissioners discussed scheduling an afternoon site visit of the property acquired from Sunny Side Gold after the July 9th BOCC Meeting.

Having no further business, the meeting was adjourned at 12:07 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk



FRONT VIEW





Willy Tookey <admin@sanjuancolorado.us>

re: New maps in county billboards Eureka Gladstone

2 messages

troy63gage@durangolumber.com <troy63gage@durangolumber.com>
Reply-To: troy63gage@durangolumber.com
To: admin@sanjuancolorado.us

Sun, Jun 22, 2025 at 8:48 PM

<http://sanjuantriangle.org/>

From: "troy63gage@durangolumber.com" <troy63gage@durangolumber.com>
Sent: Sunday, June 22, 2025 10:45 PM
To: admin@sanjuancolorado.us
Subject: New maps in county billboards Eureka Gladstone

There are three county covered billboards two sided with Plexiglas for backcountry maps and warnings. Two have nothing on the back not maintained, one nothing on front. One at Eureka, other at Gladstone, other at Ophir by 550. All look not maintained with old posters and empty space. I would like to put the SanJuanTriangle.org map on three. The map is the most detailed available for San Juan Triangle and there are two in county bldg., one in city bldg. and more going up in Silverton. New maps in covered billboard will help public and look like someone cares. <http://sanjuantriangle.org/> Norm San Juan Triangle Project

troy63gage@durangolumber.com <troy63gage@durangolumber.com>
Reply-To: troy63gage@durangolumber.com
To: admin@sanjuancolorado.us

Sun, Jun 22, 2025 at 8:45 PM

[Quoted text hidden]





Willy Tookey <admin@sanjuancolorado.us>

Big News: Baker's Park Awarded \$750,000 Grant! 🏔️🚴

1 message

Silverton Singletrack Society <info@silvertonsingletracksociety.org>
Reply-To: Silverton Singletrack Society <info@silvertonsingletracksociety.org>
To: admin@sanjuancolorado.us

Thu, Jun 12, 2025 at 4:03 PM

[View this email in your browser](#)

Silverton

Singletrack Society

Baker's Park Awarded \$750,000 Grant from Great Outdoors Colorado



We're thrilled to share that the Baker's Park Trail System has been awarded a \$750,000 grant from Great Outdoors Colorado (GOCO)—one of only four projects selected statewide through their highly competitive Community Impact Program.

This major investment will help fund the next phase of trail construction,

bringing us closer to our 30-mile vision for a world-class, multi-user, multi-generational trail network right here in San Juan County.

The project reflects years of collaborative work by a coalition of partners including Silverton Singletrack Society, San Juan County, Town of Silverton, BLM Gunnison Field Office, International Mountain Bicycling Association, Colorado Youth Corps Association, and others. Thanks to this powerful partnership, Baker's Park is quickly becoming a cornerstone of Silverton's recreation economy and bolstering quality of life—welcoming hikers, bikers, and outdoor enthusiasts of all ages.

Thank you GOCO for helping make the Baker's Park vision a reality!

Boost Baker's Park!



The Baker's Park project would not be where it is today without the generosity of individuals like you, and we need your help to keep the momentum rolling! We are continuing to raise funds to see this project through to its completion, and every dollar counts. Visit our GoFundMe campaign, show your support, and help leave a legacy that will impact future generations!

[Donate Now](#)

THANK YOU FUNDERS



Great Outdoors Colorado (GOCO) invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers, and open spaces. GOCO's independent board awards competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife. Created when voters approved a Constitutional Amendment in 1992, GOCO has since funded more than 5,800 projects in urban and rural areas in all 64 counties without any tax dollar support. Visit [GOCO.org](https://goco.org) for more information.

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You are receiving this email because you opted in via our website.*

Our mailing address is:
Silverton Singletrack Society
PO Box 472
Silverton, CO 81433-0472

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GRANT AGREEMENT

Project Name: Bakers Park Trail System
Project Completion Date: June 30, 2028
Contract Number: 25014

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725, Denver, CO 80203
E-mail Address: lkahler@goco.org
Contact Name: Leah Kahler-Read
Telephone: (303) 226-4533

Grantee: San Juan County
Address: P.O. Box 466, Silverton, Colorado 81433
E-mail Address: admin@sanjuancolorado.us
Contact Name: Willy Tookey
Contact's Phone:

Date: June 10, 2025

EXHIBITS

Exhibit A	Project Summary
Exhibit B	Resolution
Exhibit C	Approved Budget
Exhibit D	Due Diligence Checklist OR Intergovernmental (or other) Agreement
Exhibit E	Special Terms

RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.
- B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above ('Grantee') submitted a detailed project application ('Project Application') that contemplates the execution of the project (the 'Project') entitled above and described in GOCO’s project summary ('Project Summary'), attached and incorporated as Exhibit A.
- C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on June 12, 2025, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.
- D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Government, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$750,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.
4. Project Scope. Grantee shall not materially modify the Project without the prior written consent of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

Project undertaken without GOCO's prior written consent shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 15 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

6. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee's anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 9 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director's designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

7. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

9. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

10. Payment of Grant.

A. *General Terms.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms.* GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, stewardship, and capacity projects GOCO will issue payment as follows:

i. *Advanced Payment.* Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ('Advanced Payment'). Grantee may request a single Advanced Payment of up to 75% of the grant amount upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and/or quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ('Progress Payment'). GOCO will issue a maximum of one (1) Advanced Payment and/or Progress Payment per calendar year (unless an alternative payment schedule is agreed to in writing by GOCO staff). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ('Progress Report'). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. Progress Payments shall not exceed 75% of the Grant.

iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ('Final Report'). The Project is 'complete' when all improvements or activities included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ('Final Payment'), subject to any reductions contemplated by any provision of this Agreement.

iv. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

11. Net Lottery Proceeds. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

12. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director's designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete the Project no later than June 30, 2028 ("Completion Date"). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

15. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole

discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

17. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit E shall apply to the Grant.

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by the landowner if the Project entails a conservation easement on a privately-owned property), and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

19. Signage. Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to their placement.

20. Liability.

A. Liability. To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for

any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

21. **Audits and Accounting Records.** Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion (“Record Retention Period”). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

22. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant.* GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith.* The parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to all other parties.

B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this

Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this

Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

By:

GRANTEE:

By:

Jackie Miller
Title: Executive Director

Name:
Title:

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

Name: Leah Kahler-Read
Title: Grants Officer

EXHIBIT A

Project Summary

Baker's Park is a visionary project working to construct 30-miles of multi-use, natural surface trails near Silverton, Colorado. It is the product of nearly a decade of collaboration between local government, non-profits, community members, and federal agencies. As the first purpose-built trail network in all of San Juan County, it represents a concerted effort to create sustainable and accessible community-oriented recreational infrastructure that will leave a lasting legacy for generations to come. Ground was broken in July of 2023 and in Fall of 2024, the first 7-mile beginner/intermediate trail loop opened to the public. With this milestone achieved and proof of concept demonstrated, focus has shifted to future planning and securing funds to bring the rest of Baker's Park to life. In the short term this entails construction of another 10.7 miles of trail over the next three years, and in the mid-term, completion of the full trail system.

EXHIBIT B
Resolution

EXHIBIT C
Approved Budget

EXHIBIT D
Due Diligence Checklist (if applicable)
Intergovernmental (or other) Agreement (if applicable)

EXHIBIT E
Special Terms: Capital Construction Grant

1. Property Ownership. All properties on which GOCO-funded projects are located must be owned by, under the control of, or have been granted access to by the Grantee for the useful life of the Project (the "Property"). If Grantee does not own the Property on which the Project is to be located, Exhibit D between Grantee and the Property's owner continues in effect and unmodified throughout the term of this Agreement.

2. Project Operation and Maintenance.

A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project, or a minimum of 15 years, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property's ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 22.

B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

D. Grantee's staff shall request during the Grantee's annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations under this Agreement.

3. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the useful life of the Project. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

4. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.

PARTNERSHIP AGREEMENT

Between San Juan County and Silverton Singletrack Society

Regarding the Baker's Park Trail System Project

Effective Date: [Insert Date]

Parties:

- **San Juan County**, a political subdivision of the State of Colorado (hereafter "the County")
- **Silverton Singletrack Society**, a nonprofit corporation organized and existing under the laws of the State of Colorado (hereafter "SSS")

I. Purpose

This Partnership Agreement (the "Agreement") outlines the roles, responsibilities, and collaborative relationship between the County and SSS in support of the planning, construction, stewardship, and promotion of the Baker's Park Trail System in San Juan County, Colorado. This Agreement is intended to foster shared stewardship and ensure transparency, alignment, and accountability as the project advances.

II. Background

The Baker's Park Trail System is a multi-year, multi-phase trail project designed to enhance recreational access, support local economic development, and promote inclusive outdoor experiences for residents and visitors. The project is a collaborative effort involving multiple stakeholders and funding partners, with SSS serving as the project lead and the County providing essential public land management and administrative support.

III. Responsibilities of Silverton Singletrack Society

SSS agrees to:

1. Project Management

- Serve as the lead project coordinator for the Baker's Park Trail System, including the oversight of planning, permitting, construction, and trail stewardship efforts.

2. Fundraising and Grant Administration

- Identify and pursue public and private grant opportunities to fund trail construction and related amenities.

- Manage awarded grants, including contracting, compliance, and reporting obligations.

3. Community Engagement

- Lead community outreach efforts, including volunteer engagement, stakeholder communication, and public input sessions.
- Promote the project through events, digital media, and educational signage.

4. Trail Stewardship

- Coordinate maintenance and trail stewardship through partnerships with volunteer groups, trail crews (such as Southwest Conservation Corps), and contractors.
 - Ensure ongoing monitoring of trail use and conditions.
-

IV. Responsibilities of San Juan County

The County agrees to:

1. Public Lands Coordination

- Support SSS in navigating permitting processes with federal and state land management agencies where applicable.
- Provide letters of support and policy alignment for grant applications submitted by SSS.

2. Administrative and Logistical Support

- Serve as fiscal pass-through for public grants requiring a government entity as applicant or administrator, when appropriate and mutually agreed upon.
- Collaborate on insurance, liability, and risk management as needed for trail construction and public use.

3. Land Use and Planning Alignment

- Ensure trail planning and development align with County land use codes, master plans, and outdoor recreation goals.
- Facilitate inter-agency coordination where County jurisdiction or infrastructure may be affected.

4. Public Communication

- Support public messaging and celebration of project milestones through County channels.
-

V. Mutual Commitments

Both parties agree to:

- Participate in regular check-ins (minimum quarterly) to review progress, address challenges, and coordinate next steps.
 - Communicate openly and proactively about project developments, funding opportunities, and community concerns.
 - Collaborate in good faith to realize the full vision of the Baker's Park Trail System.
-

VI. Term and Termination

This Agreement shall remain in effect from the effective date until [Insert End Date or "upon project completion"], unless terminated earlier by mutual written agreement. Either party may terminate this Agreement with 60 days' written notice, provided that all jointly held obligations and funding responsibilities are resolved prior to termination.

VII. General Provisions

- **Amendments:** This Agreement may be amended only in writing, signed by both parties.
 - **Non-binding Intent:** This Agreement does not create a legal partnership or joint venture, nor does it create binding financial obligations unless specified in separate agreements or grant contracts.
 - **Governing Law:** This Agreement shall be governed by the laws of the State of Colorado.
-

Signatures

San Juan County

By: _____

Name:

Title:

Date:

Silverton Singletrack Society

By: _____

Name:

Title:

Date:



Gmail

Willy Tookey <admin@sanjuancolorado.us>

Bonita Peak Mining District Summer Newsletter - June 2025

2 messages

EPA Region 8 <EPARegion8@public.govdelivery.com>
To: admin@sanjuancolorado.us

Mon, Jun 23, 2025 at 12:04 PM

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United States
Environmental Protection
Agency

Region 8
Mountains and Plains

Bonita Peak Mining District
Superfund Site

June 23, 2025

Bonita Peak Mining District

Summer Newsletter

June 2025



Bonita Peak Mining District Superfund Site

Upcoming Summer Activities

This summer EPA, BLM, USFS and State agencies will be working on several important cleanup and monitoring projects across the Bonita Peak Site. Here's what's happening:

Mine Cleanup Projects:

- Anglo Saxon Mine – Stabilizing the hillside and waste rock pile where the old crib wall collapsed and was removed.
- Bandora Mine – Installing a monitoring well into the Bandora Mine to sample and monitor the mine pool fluctuations over time.
 - After the drilling and well installation is complete, reestablish drainage channels and remove settling ponds that were used during the drilling.
- Brooklyn Mine – Removing two nuisance ponds and replacing with a more natural channel.
- Columbus Mine – Redirecting mine impacted water flow to protect native plants.
- Terry Tunnel – Planting grass and other native plants to revegetate the covered waste pile – preventing erosion.
- Tom Moore Mine – Replacing a degraded portal shed to prevent debris from backing up mine impacted water in the portal area.
- Forest Queen Mine – The Bureau of Land Management drained the mine adit and will be reconstructing the piping system at the portal area to mitigate the risk of an

- Gold King Mine Road – Road improvements are planned to stabilize the access road and portions of the pile and ensure long-term access for water collection for treatment.
- Red and Bonita Mine – A portal shed will be added to improve avalanche safety and support winter access.
- Koehler Mine – Assessment of the concrete bulkhead to determine if additional reinforcement is needed to increase the longevity of the structure.

Testing Innovative Technologies:

- EPA scientists in the Office of Research and Development are testing a new protective coating that may help reduce mine waste pollution from mine waste piles.
 - Field test: July 2025 near Bandora Mine



The Forest Queen Mine Cleanup Project - Photo captured on June 11, 2025

[Interim Record of Decision](#)

[BPMID Site Maps](#)

Repository Update

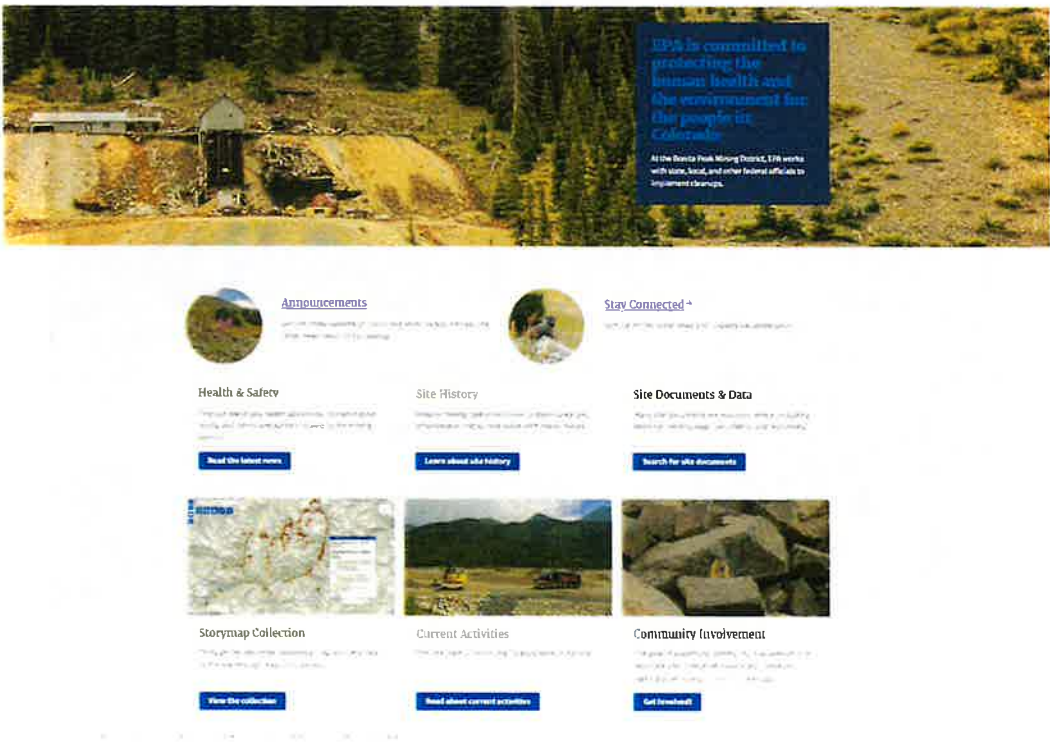
We expect to finish construction work at the repository this summer. Clean fill and other supplies are expected to be imported in quantities similar to previous years. If the fall and early winter weather allows, we plan to begin some transportation of sludge from Gladstone to the repository. Construction work will move forward once a contract is awarded. Stay tuned, more updates will be shared as the project progresses.

Bonita Peak Repository Design Fact Sheet

New Webpage

The Bonita Peak webpage has a fresh new look! Explore the updated format by clicking the link below. If you have any feedback or need help finding information, feel free to reach out to Ashlin Brooks at brooks.ashlin@epa.gov.

Bonita Peak Mining District



New Webpage Design for the Bonita Peak Mining District Superfund Site

BPMO Site Profile Page

Open House - in Silverton, CO

The Silverton Community is organizing an Open House – Availability Session to bring together federal agencies, state partners, and residents on Thursday, June 26 at 4:00 P.M. at the Kendall Mountain Recreation Center. This event is designed to give the public a chance to engage directly with agency representatives, ask questions, and learn more about planned activities at the Bonita Peak Mining District Site this summer. It's a valuable opportunity to understand upcoming site work and connect with those involved. Participating agencies include EPA, BLM, CDPHE, DRMS, USFS, and more. For additional details contact San Juan County at bpmo@sanjuancolorado.us.

Brownfields

EPA's Brownfields Program offers grants and technical support to help communities, states, tribes and others to assess, clean up, and safely reuse contaminated properties. In San Juan County, several Brownfields projects are underway; these efforts are separate from the Bonita Peak Mining District Superfund Site (BPMD) activities.

One key Brownfields projects is the Lackawanna Mill Site, which sits outside the BPMD site boundary but overlooks the Town of Silverton. A conceptual design was produced to reflect community feedback and ideas, including future uses such as a recreation hub, event space, and public gathering area. Assessment of the mill site was completed in January of 2025 through an EPA Brownfields grant awarded to the Town of Silverton. A structural analysis of the mill building is planned for summer of 2025. The results will help guide cleanup strategies and determine how the site may be reused in the future.



Rendering of possible redevelopment for the Lackawanna Mill Site - Brownfields project.

[EPA Region 8 - Brownfields Webpage](#)

Additional Information

For more information about the Bonita Peak Mining District Superfund Site, please refer to the resources on our contact page: Community and Public Information. If you have any questions, please contact us at info@sanjuan.org.

[Story/Info](#)

[BPMD Site Profile Page](#)

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