

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

REGULAR MEETING AGENDA

WEDNESDAY, APRIL 22, 2015

Glockson Building, 1120 Summit Street
Norwood, Colorado

9:30 am

1. Call to order.
2. Review of Agenda.
3. Calendar Review.
4. **CONSENT AGENDA:**
 - a. Authorization of March 2015 Payroll and Vendor Payments.
 - b. Acceptance of March 2015 Road Report.
 - c. Acceptance of Building Department Monthly Report for March 2015.
 - d. Approval of Chair's signature on Modification #1 to Participating Agreement #14-PA-11020405-015 for weed control services performed by San Miguel County on behalf of U.S.D.A. Forest Service for Forest Service Cooperative Noxious Weed Control project.
 - e. Approval of Chair's signature on Intergovernmental Agreement with Town of Telluride concerning noxious weed management and control services in 2015 on behalf of Town of Telluride.
 - f. Approval of Chair's signature on a letter of support for the Montezuma Land Conservancy for a capacity building grant for MLC's continuing work in San Miguel County to conserve Gunnison Sage-grouse habitat.
 - g. Approval of Chair's signature on Household Hazardous Waste Collection Agreement with Clean Harbors Environmental Services Inc. for County Household Hazardous Disposal Event on May 16, 2015 in Telluride.
 - h. Approval of Chair's signature on Social Services Department February 2015 Earned Revenue and Expenditures, March 2015 Check Register, March 2015 Expenditures through Electronic Benefit Transfers, March 2015 County Allocation / MOE report, February 2015 Balance Sheet, March 2015 Caseload Report.
 - i. Approval of request for waiver to County hiring freeze by Social Services Department to hire a replacement full-time Case Manager position.
 - j. Approval to waive the Prohibition of Deadly Weapons on San Miguel County Property, Section 4.5.1 County Facilities/Vehicles Weapons policy at the fairgrounds facility to allow the 4H Archery Club to practice weekly.
 - k. Approval of an Agreement of Services with David Foley, Backcountry Surveying, for land survey of the Rio Grande Southern Railroad Right of Way in Illium Valley between the Coal Chutes and County Road 63J.
 - l. Approval of Chair's signature on 2014 Colorado Department of Public Safety Division of Homeland Security Grant Program applications on behalf of West All Hazard Emergency Management Region Board (BOCC approved the corresponding Grant Agreements on 9/3/14).

- m. Approval of a request for a waiver to County hiring freeze from Road and Bridge Department to hire a permanent full time replacement position.
- n. Approval of a request for a waiver to County hiring freeze from the County Treasurer to hire a permanent full time replacement position.
- o. Ratification of Chair's signature on letter dated April 3, 2015 to Judy Schutza, Norwood District Ranger declining the USDA FS Trail permit or Trail easement proposed for Telluride Via Ferrata.
- p. Ratification of Chair's signature on County Veterans Service Officer's March 2015 Report.
- q. Other.

9:40 am

- 5. SOCIAL SERVICES MATTERS: (15min)
 - a. Discussion of impact of Maximus Contract changes on Medicaid Assistance / *Carol Friedrich*
 - b. Other, as needed

9:55 am

- 6. PLANNING MATTERS: (35min)
 - a. Consideration of a referral from the Town of Mountain Village for a proposed new 100' high cell tower on Coonskin Ridge within the Town of Mountain Village / MOTION / *Mike Rozycki*
 - b. Consideration of comments to the State Land Board regarding a proposed Copper Mine Exploration in the Klondike Basin in the West End of San Miguel County / MOTION / *Mike Rozycki*
 - c. Update on status of CCI Paradox pending application for an underground Injection Well in the Hamilton Creek Unit in the West End Zone District / *Mike Rozycki, Dave Schneck*
 - d. Other, as needed

10:30 am

- 7. ADMINISTRATIVE MATTERS: (45min)
 - a. Discussion with Craig Grother, Habitat Watchman for the Uncompahgre National Forest for Backcountry Hunters and Anglers / *Craig Grother* (15min)
 - b. Update with Norwood District Ranger / *Judy Schutza* (15min)
 - c. Consideration of County comments regarding proposed Colorado Water Plan / *Jenny Russell* (5min)
 - d. Consideration of County participation concerning contested 2015 CWCB ISF appropriation on the Dolores River / *Steve Zwick* (5min)
 - e. Other, as needed

11:15 am

- 8. ADMINISTRATOR'S REPORT: (15min)
 - a. Update with County Administrator. (Black)

11:30 am

9. **COMMISSIONER AND PUBLIC DISCUSSION:** (20min)
- a. Public Discussion. (10min)
 - b. Update on Outside Meetings. (5min)
 - 1. Elaine Fischer- SMTAC / EcoAction / CCI
 - 2. Art Goodtimes – SWCD / CFLRP
 - 3. Joan May – BLMGuSG
 - c. Website postings and press releases.
 - d. General Discussion. (5min)

11:50 am

10. **OPEN SPACE AND RECREATION MATTERS:** (55min)
- a. Update of Open Space and Recreation Program Activities / *Linda Luther* (40min)
 - b. Discussion of out of budget cycle funding requests received from other taxing districts / *Linda Luther* (15min)
 - c. Other, as needed

12:45 pm

11. **ATTORNEY MATTERS:** (Any of these items may involve an Executive Session)(15min)
- a. Update on litigation.
 - 1. Discussion of San Miguel County C.R. S7 legal status, Citation (4)(b) / Earl Rhodes, Steve Zwick
 - b. Other, as needed

1:00 pm

12. Adjournment.

This agenda is subject to change including the addition of items or the deletion of items at any time. Times (except for public hearings) are approximate; lengths of discussions may be shorter or longer, at the board's discretion. If you are planning to come speak to a matter, let the board know by calling 728-3844, so we can be sure not to start an item earlier than scheduled.

Packet materials will be available on the San Miguel County website at www.sanmiguelcounty.org no later than 5:00 pm on the Friday prior to the meeting.

Agenda Distribution:

Miramonte Bldg.	Egnar Post Office	KOTO News
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Town of Telluride	Placerville Post Office	Watch
Town of Mountain Village	Town of Norwood	

FOR CONSENT AGENDA APRIL 22nd, 2015

APPROVAL OF MARCH PAYROLLS &
MARCH 2015 VENDOR PAYMENTS

CHECKS ISSUED MAR 1st THRU MAR 31st, 2015
FROM FUND/DISTRICT AS FOLLOWS:

FUND	PAYROLL	SPECIAL REQUEST VENDOR
GENERAL FUND - 101	\$509,805.63	\$187,750.78
ROAD & BRIDGE FUND - 102	\$119,162.29	\$49,073.46
SOCIAL SERVICES FUND - 103	\$27,630.80	\$0.00
SALES TAX CAPITAL FUND - 104	\$0.00	\$19,570.98
CAPITAL EXPENDITURES - 106	\$0.00	\$21,545.61
RETIREMENT FUND -107	\$31,044.24	\$0.00
PARKS/OPEN SPACE - 108	\$29,138.07	\$32,091.03
CONSERVATION TRUST FUND - 109	\$0.00	\$0.00
LODGING TAX - 110	\$0.00	\$6,575.60
VEGETATION MANAGEMENT - 111	\$0.00	\$226.51
PUBLIC HEALTH & ENVIRONMNT - 115	\$33,297.94	\$7,270.94
ENERGY FUND - 116	\$0.00	\$0.00
HOUSING AUTHORITY - 224	\$0.00	\$0.00
DISPOSAL DISTRICT - 226	\$0.00	\$13,804.65
TOTALS	\$750,078.97	\$337,909.56



San Miguel County
Road & Bridge Department
PO Box 426
Norwood CO 81423
PH: 970.327.4835 Fax: 970.327.4090
Email: mikeh@sanmiguelcounty.org

March 2015 Road Report

The crews have been working on spring grading and preparing roads for dust treatment. The west end is re-surfacing CR 6HN with gravel and crack seal work is occurring in the east end on the Airport Road and Ski Ranch Roads.

The District Supervisors attended a pipeline safety meeting in Norwood this month sponsored by owners of underground pipeline facilities.

The Deep Creek crew removed two large boulders from Tomboy Road that had fallen from the cliffs above.

After the large snow storm in early March, it was necessary to control avalanches in the Ophir Valley. We were successful in releasing parts of the Magnolia Slide to prevent enough accumulation to reach the road.

Linda Luther, Rich Hamilton and I inspected the old bridge in Illium that was once the Railroad Bridge and was also on the County Road for decades. The bridge decking is nearly gone and the structure is ready to fall into the river due to the east abutment eroding away.

Lynn and I traveled to Grand Junction to present the application to DOLA for the new Road & Bridge Shop in Norwood which, as you know, was awarded the grant. I also prepared the Temporary Traffic Control Plan for the County Grant Application being submitted for the Communications Tower on Lawson Hill.

Staff solicited bids for gravel crushing, fuel pumps, and equipment purchases that were evaluated and presented to the Board of County Commissioners for approval. Crews will prepare the Norwood and Klondike Gravel Pits for crushing according to our 10-year plan.

Steve Zwick and I met to review documentation on CR S7 in Slick Rock in preparation for a meeting with Earl Rhodes and Dufficy's attorney, Rick Neiley. I also provided comment to Earl Rhodes regarding Mr. Neiley's letter objecting to the County's claim to CR S7.

The County Planning Department received an application to vacate CR K7 near Egnar submitted by Mary James. I have been coordinating with Planning to provide comment and road documentation. I also provided comment to the Planning Department regarding use of the Lawson Hill Parking Lot for festivals and the dust treatments that will be required.

The fuel system computer at Deep Creek had to be replaced due to power fluctuations so a surge protector and battery back-up system was recently installed.

Now that the Hateful Eight movie filming is complete, we have been coordinating with the movie's contractor to repair sections of CR 60M that were impacted by the excessive traffic. Most areas just

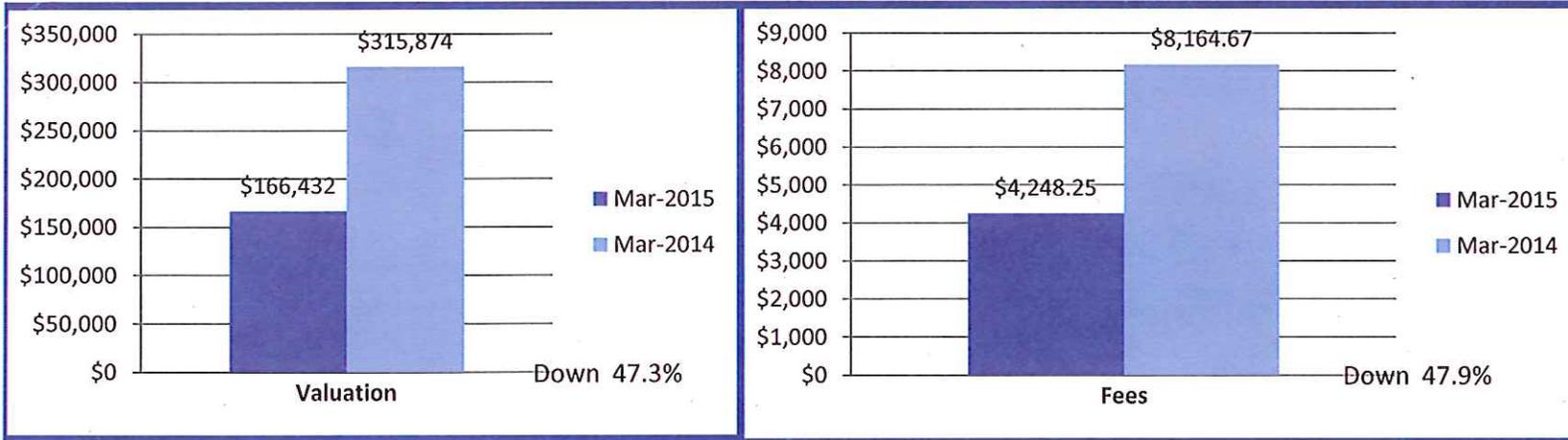
need a coat of gravel and grading and will soon be finished. The location directors were very cooperative.

I received notice from the US Forest Service that we need to keep a record of any borrow material that is removed from Forest Service property in the future. Since we have no gravel pits on US Forest Service land I didn't think this would apply to us but they also want to know if we remove mudslide material that comes off Forest Service land. I explained that we can measure material if we have a slide and give them the location but it's up to the Forest Service to determine if it came off public land. It sometimes gets pretty hectic during a flood event but we'll try to comply with their request.

It appears that a decision on CR 40J from the BLM will be delayed a few more months according to a recent email from Randy Bloom, BLM Surveyor to Dave Foley. It doesn't seem reasonable that it should take this long while the landowners enjoy blocking access to public land.

Please let me know if you have questions.

BUILDING DEPARTMENT VALUATION AND FEES MONTHLY REPORT



MARCH 2015

	Residential	Commercial	Mechanical	2105 Year to Date	2014 Prior Year <i>TD</i>
Number of Permits	2		1	8	7
Valuation	\$45,000.00		\$1,500.00	\$166,432.00	\$315,874.00
Permit Fees	\$719.60			\$2,262.18	\$2,178.13
Plan Review Fees	\$233.87			\$1,236.54	\$4,658.14
Use Tax	\$80.00		\$6.00	\$565.73	\$1,157.50
Impact Fees	\$0.00			\$0.00	\$106.00
Mechanical Fees			\$86.20	\$183.80	\$64.90
TOTAL FEES	\$1,033.47	\$0.00	\$92.20	\$4,248.25	\$8,164.67
Certificate of Occupancy/Completion	4	1		13	20
Inspections	14			64	98

Issuance Report by Permit Type

Permits Issued From Sunday, March 1, 2015 through Tuesday, March 31, 2015

Permit Number	Location Address	Sq Ft	Valuation	Issued	Site Location	Owner
Mechanical Permit						
MECH-12-14-2010	143 Piney Woods Way	0	0	3/12/15		Larry H. Williams
MECH-3-15-2019	164-C SOCIETY Dr	0	1,500	3/26/15		Kathy Green Society Turn Corporation
		0	1,500.00	Number of Permits for Mechanical Permit : 2		

Residential Accessory						
ACC-3-15-2020	141 RED ROCK Trl	624	25,000	3/31/15	Fall Creek	Phillip Goldfarb
		624	25,000.00	Number of Permits for Residential Accessory : 1		

Residential Building						
RES-12-14-2009	143 Piney Woods Way	432	20,000	3/12/15	Hastings Mesa Estates	Larry H. Williams
		432	20,000.00	Number of Permits for Residential Building : 1		

Grand Total Sq Footage **1,056**
Grand Total Valuation **46,500.00**

**FUNDS COLLECTED BY THE BUILDING DEPARTMENT
TENDERED TO TREASURER -
(Payment Date or Date Range of) 3/1/2015 To 3/31/2015**

Date	Received From (Applicant)	TREAS# (GL Account)	Finance (GL Debit)	Pay Type	Amount
Type of Permit: Mechanical Permit					
Permit Number:	MECH-12-14-2010				
3/12/2015	Larry H. Williams	0010.8100	101.0350.10.32105	Check # 5935	\$7.25
3/12/2015		0010.8100	101.0350.10.32105	Check # 5935	\$10.65
3/12/2015		0010.8100	101.0350.10.32105	Check # 5935	\$23.50
3/12/2015		0010.8100	101.0350.10.32105	Check # 5935	\$10.65
				Total Check Amount: \$52.05	
Permit Number:	MECH-3-15-2019				
3/26/2015	Society Turn Corporation	0010.8000	101.0350.10.31120	Check # 6551	\$6.00
3/26/2015		0010.8100	101.0350.10.32105	Check # 6551	\$23.50
3/26/2015		0010.8100	101.0350.10.32105	Check # 6551	\$10.65
				Total Check Amount: \$40.15	
Mechanical Permit Permits: 2 Total: \$92.20					

Type of Permit: Residential Building					
Permit Number:	RES-12-14-2009				
3/12/2015	Larry H. Williams	0010.8000	101.0350.10.31120	Check # 5934	\$80.00
3/12/2015		0010.7100	101.0350.10.33105	Check # 5934	\$233.87
3/12/2015		0010.3800	101.0350.10.32105	Check # 5934	\$719.60
				Total Check Amount: \$1,033.47	
Residential Building Permits: 1 Total: \$1,033.47					

Grand Total Permits Issued: 3
Grand Total Permit Fees: \$1,125.67

San Miguel County Monthly Permit Log - Permit Issued from 3/1/2015 to 3/31/2015

ISSUANCE	OWNER	PERMIT ID	OWNER MAILING ADDR.	VALUATION	CLASS OF WORK	JOB ADDRESS	CONTRACTOR INFO	
3/12/2015	Larry H. Williams	MECH-12-14-2010	2621 E Majestic Eagle Gelbert, AZ 85297	0	New	143 W Piney Woods Way Placerville, CO 81430		
3/12/2015	Larry H. Williams	RES-12-14-2009	2621 E Majestic Eagle Gelbert, AZ 85297	20,000	Single Family Residence	143 W Piney Woods Way Placerville, CO 81430		
3/26/2015	Society Turn Corporation	MECH-3-15-2019	PO Box 3402 Telluride, CO 81435	1,500	New	164-C SOCIETY Dr Telluride, CO 81435	Controlled Hydronics PO Box 2195	(970)728-4801 Telluride, CO 81435
3/31/2015	Phillip Goldfarb	ACC-3-15-2020	848 Doheny Dr West Hollywood, CO 90069	25,000	Accessory Building	141 RED ROCK Trl Placerville, CO 81430		

Grand Total Valuation 46,500

03/26/2015 MECH-3-15-2019

Mechanical Permit Fee

\$23.50

Miscellaneous Appliances not mentioned above

03/26/2015 MECH-3-15-2019

Miscellaneous Appliances not mentione

\$10.65

Ventilation Fan

03/12/2015 MECH-12-14-2010

Ventilation Fan

\$7.25

Wood-burning Fireplace or appliance

03/12/2015 MECH-12-14-2010

Wood-burning Fireplace or appliance

\$10.65

\$86.20

TOTAL FEES

\$86.20

Total Payments:

\$1,125.67

Permit Payments - Building Only (By GL Code)

From 3/1/2015 To 3/31/2015

0010.3800

Residential Building

Building Permit Fee

03/12/2015	RES-12-14-2009	Building Permit Fee	\$719.60
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\$719.60

TOTAL FEES

\$719.60

0010.7100

Residential Building

Plan Review Fee

03/12/2015	RES-12-14-2009	Plan Review Fee	\$233.87
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\$233.87

TOTAL FEES

\$233.87

0010.8000

Mechanical Permit

Use Tax

03/26/2015	MECH-3-15-2019	Use Tax	\$6.00
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\$6.00

Residential Building

Use Tax

03/12/2015	RES-12-14-2009	Use Tax	\$80.00
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\$80.00

TOTAL FEES

\$86.00

0010.8100

Mechanical Permit

Hoods serving a mechanical exhaust

03/12/2015	MECH-12-14-2010	Hoods serving a mechanical exhaust	\$10.65
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Mechanical Permit Fee

03/12/2015	MECH-12-14-2010	Mechanical Permit Fee	\$23.50
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Certificate of Occupancy & Certificate of Completion Issuance Report

By Permit Type

C.O.'s Issued From Sunday, March 1, 2015 through Tuesday, March 31, 2015

C.O. Number	Issued	Location Address	Permit Status	Permit Number
Commercial Building				
Certificate of Completion				
CoC-1657	3/18/2015	156 and 158 SOCIETY Dr	Completed	COMM-10-14-1997
				Totals for Commercial Building : 1

Residential Building				
Certificate Of Occupancy				
CO-1655	3/2/2015	161 RED ROCK Trl	Completed	2006001
Certificate of Completion				
CoC-1653	3/2/2015	3450 MCKENZIE SPRINGS Rd	Completed	RES-10-14-1984
Certificate of Completion				
CoC-1656	3/17/2015	521 TROUT LAKE Rd	Completed	RES-7-13-1767
Certificate Of Occupancy				
CO-1654	3/9/2015	1134 Green Meadows Ln	Completed	RES-7-14-1908
				Totals for Residential Building : 4

MEMORANDUM

TO: BOCC
FROM: Linda Luther-Broderick, OSR Coordinator
Date: April 22, 2015
RE: Weed Management Agreement with the Forest Service

Attached is Modification #1 to Participating Agreement # 14-PA-11020405-015 between the County and Forest Service for weed management on Thunder Road near Norwood in the amount of \$4,000. The purpose of this modification is to add the Annual Operating and Financial Plan for 2015.

Suggested Motion to approve, sign, and submit three original signed copies of Modification #1 to Participating Agreement # 14-PA-11020405-015 to the Delta FS office as follows: Merna Fehlman, Agreements Specialist, GMUG NF, 2250 Hwy 50, Delta, CO 81416 or mfehlmann@fs.fed.us.



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 14-PA-11020405-015	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 01
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Supervisor's Office Grand Mesa, Uncompahgre, and Gunnison National Forests 2250 Highway 50 Delta, CO 81416-2485	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Norwood Ranger District P.O. Box 388 1150 Forest St. Norwood, CO 81423-0388	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): San Miguel County PO Box 130 Norwood, CO 81423	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to provision no.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: 5/1/2015-12/31/2018
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding for Calendar Year 2015 in the amount of \$4000.00.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Annual Operating Plan

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. RECIPIENT/COOPERATOR SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): Art Goodtimes		11.F. NAME (type or print): Judy Schutz	
11.G. TITLE (type or print): County, Commissioner San Miguel County		11.H. TITLE (type or print): Norwood District Ranger	

12. G&A REVIEW



USDA Forest Service

OMB 0596-0217
FS-1500-19

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE
SIGNED

Merna Fehlmann

U.S. Forest Service Grants & Agreements Specialist

**INSTRUCTIONS FOR FORM FS-1500-19**

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NA/S&PF and NRS)
8. Insert the provision number from the agreement/grant that allows for this modification (for instance, 'Sec. V., provision LL. MODIFICATION,' or 'Sec. V., provision FF. TERMINATION BY MUTUAL AGREEMENT.').

Also, select all boxes that apply:

- Change in Performance = updated performance period agreed to.
- Change in Funding = obligation OR de-obligation amount and new totals.
- Administrative = change in pay address, administrator address, correcting typing errors, etc.
- Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.

9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$667.17	\$4,000.00	\$0.00	\$0.00	\$4,667.17
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$23.04	\$0.00	\$500.00	\$0.00	\$523.04
Supplies/Materials	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$690.21	\$4,000.00	\$1,400.00	\$0.00	\$6,090.21
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$690.21	\$4,000.00	\$1,400.00	\$0.00	\$6,090.21
Total Project Value:					\$6,090.21

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 77.01%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 22.99%
Total (f+g) = (h)	(h) 100.00%

MEMORANDUM

To: BOCC

From: Linda Luther-Broderick, OSR Coordinator

Date: April 22, 2015

RE: Extending the IGA between Town of Telluride and SMC for weed management services

Staff requests consideration and approval of an Extension of an existing Intergovernmental Agreement between the Town of Telluride and San Miguel County which provides for noxious weed management and control services during 2015 in an amount not to exceed \$3,500.

Suggested Motion to approve and sign the Extension to the IGA between Town of Telluride and San Miguel County for noxious weed management and control services for 2015 in an amount not to exceed \$3,500.



To: John Huebner
From: Lauren Bloemsma
Date: 3 April 2015
Re: Extension of Noxious Weed Management Agreement

John,

Please find attached two copies of the Extension Agreement to an Intergovernmental Agreement Concerning Noxious Weed Management and Control Services. The copies are signed by Mayor Fraser and attested, and as such ready for Chair Joan May's signature.

Please be so kind as to return one original copy to my office when executed.

Thank you and happy off-season!

EXHIBIT A

**EXTENSION AGREEMENT TO AN INTERGOVERNMENTAL AGREEMENT
CONCERNING NOXIOUS WEED MANAGEMENT AND CONTROL SERVICES**

THIS EXTENSION AGREEMENT FOR NOXIOUS WEED MANAGEMENT AND CONTROL SERVICES made and entered into this 31st day of March, 2015, between the COUNTY OF SAN MIGUEL, COLORADO, acting by and through its Board of County Commissioners, hereinafter referred to as "County", and THE TOWN OF TELLURIDE, COLORADO, hereinafter referred to as "Town".

RECITALS

WHEREAS, the County, and the Town (collectively the "Parties") entered into that certain Intergovernmental Agreement Concerning Noxious Weed Management and Control Services (the "IGA") dated May 15, 2013; and

WHEREAS, the IGA provided that the Parties could execute an extension agreement (the "Extension Agreement") that would renew and extend the IGA for one (1) year increments consistent with the original terms of the IGA, unless clearly modified;

WHEREAS, the Parties wish to enter into an Extension Agreement for Noxious Weed Management and Control Services until December 31, 2015.

WHEREAS, the only necessary modification determined for 2015 is replacement of the County representative from Linda Luther from the 2014 extension amendment of the Agreement to Ron Mabry.

NOW, THEREFORE in consideration of the mutual promises set forth herein, it is agreed by and between the County and the Town to extend the IGA until December 31, 2015.

IN WITNESS WHEREOF, the respective parties have entered into and executed this Extension Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: _____
Joan May, Chair
Miramonte Building, 3rd Floor
333 West Colorado (P.O. Box 1170)
Telluride, Colorado 81435
Phone: 970.728.3844 Fax: 970.728.3718

ATTEST:

John Huebner, Chief Deputy to the Board

TOWN OF TELLURIDE

By: Stuart Fraser

Stuart Fraser, Mayor

P.O. Box 397

Telluride, CO 81435

Phone: 970.728.3071 Fax: 970.728.3078

ATTEST:

Lauren Bloemsma

Lauren Bloemsma, Telluride Town Clerk



Memorandum

To: BOCC
From: Linda Luther-Broderick, OSR Coordinator
Date: April 22, 2015
RE: Letter of Support for Montezuma Land Conservancy grant application

Montezuma Land Conservancy is applying for a capacity building grant specific to Gunnison Sage-grouse habitat conservation. MLC is currently working with 3 different landowners in San Miguel County with grouse habitat. One conservation easement in this county is expected to close in 2015.

Suggested Motion to approve and sign a letter of support for Montezuma Land Conservancy for a capacity building grant to enhance their work conserving Gunnison Sage-grouse habitat in southwest Colorado including San Miguel County.

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

April 22, 2015

Intermountain West Joint Venture
1991 S. Higgins Avenue, Suite A1
Missoula, MT 59801

RE: Support for Montezuma Land Conservancy capacity-building grant

To Whom It May Concern:

The San Miguel County Board of Commissioners is pleased to write this letter of support for the Montezuma Land Conservancy (MLC). MLC is a small organization doing impressive work in southwest Colorado. MLC is currently working to close this year a conservation easement on 918 acres of mapped occupied Gunnison Sage-grouse habitat in San Miguel County.

The land trust is also working with two separate landowners in San Miguel County to protect an additional 1,800 acres of Gunnison Sage-grouse habitat. MLC has successfully protected over 3,300 acres of occupied habitat in Dolores County.

The increased capacity afforded by this grant will allow MLC to continue its strong momentum in San Miguel County and continue its partnership with the San Miguel County Open Space Program.

The San Miguel County Open Space Program and Board of County Commissioners are strongly committed to conservation of the bird and its habitat, and MLC is greatly enhancing our efforts.

We would appreciate your support of this request.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Joan May, Chair

For San Miguel County Board of County Commissioners approval, the Contract with Clean Harbors for the May 16, 2015 Household Hazardous Disposal Event

Organizer: Chris Smith, Environmental Health Dept.

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the Board of County Commissioners of San Miguel County, Colorado, (hereinafter "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

The Community and Clean Harbors hereby agree as follows:

1. On Saturday, May 16, 2015, from 7AM to 4PM, Clean Harbors shall have present at the Telluride Middle/High School North parking lot, 721 West Colorado Avenue, Telluride, Colorado (the "Site"), an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations. Reference Exhibit A: R1 School Dist site agreement
 - 2a. The Community agrees to pay Clean Harbors for services under this Agreement in accordance with the rate schedule ("Rates"), which is attached to and incorporated by reference as Exhibit B, subject to the express condition that the Community shall not pay more than \$22,000 (the "Contract Limit") for services rendered in accordance with this Agreement. Reference Exhibit C, price quote.
 - b. The Site Chemist will make a determination and promptly notify the Community Coordinator when the costs of acceptance, transportation and disposal of Household Waste accepted by Clean Harbors at the site has reached the Contract Limit. The Community Coordinator must be present at all times and will be responsible for terminating the collection program upon notification by the Site Chemist that the Contract Limit has been reached.
 - c. The failure by the Community Coordinator to terminate the collection program before the Contract Limit is exceeded, or authorization by the Community Coordinator to continue the collection program beyond the Contract Limit, shall obligate the Community to pay Clean Harbors for all additional labor and material costs, in accordance with the Rates, which exceed the Contract Limit. Clean Harbors shall not, however, be obligated to accept any waste for transportation or disposal after the Contract Limit has been reached.
 - d. The Community agrees to pay Clean Harbors within thirty (30) days of receipt of the invoice. Interest shall accrue at the rate of 1.5% per month, or at the maximum rate allowed by law, after thirty (30) days. In the event that legal or other action is required to collect unpaid balances or invoices, Community agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by Clean Harbors.
3. Chris Smith ("Community Coordinator") shall be at the Telluride Site on May 16, 2015 to assume the responsibilities specified in Paragraph 2b. Peace Officers from the Telluride Marshal's Office shall be available to respond to the Site on an on-call, as needed, basis, and need not be continuously present at the Site.

- 4a. Clean Harbors shall accept household hazardous wastes for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator and which are in compliance with its list of acceptable household hazardous wastes, attached to and incorporated by reference as Exhibit D.
5. The Community hereby grants to Clean Harbors the absolute right to reject any Wastes delivered to the Sites. Waste types to be rejected include, but are not limited to: tires, smoke detectors, explosives, gas/propane cylinders, sharps, medical waste, DEA-regulated materials, and radioactive materials.
6. Clean Harbors shall be deemed to be the "generator" of all Wastes accepted by Clean Harbors at the Sites.
7. Clean Harbors shall transport for disposal all Wastes that it has accepted at the Site. Such Wastes shall be transported to licensed facilities for lawful disposal.
8. Clean Harbors represents that it shall possess on the day of collection and during the subsequent transportation, storage, and disposal of the accepted household hazardous wastes:
 - a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;
 - c. A vehicle identification device for each vehicle used by Clean Harbors to transport Wastes from the Site;
 - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier;
 - e. Liability insurance for claims resulting from bodily injury or death and property damage, evidenced by a Certificate of Insurance;
 - f. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce;
9. Prior to the day of collection, Clean Harbors shall provide the Community with a current Certificate of Insurance to which the Community and the Telluride R-1 School District have been endorsed as additional insureds, except for the Workers Compensation coverage., together with a copy of such written endorsement specifying the names and addresses of such additional insureds and the insurance coverages to which they have been endorsed. Such Certificate of Insurance shall specify that Clean Harbors has at least \$500,000 of Workers Compensation coverage, Commercial General Liability coverage with a minimum combined single limit of \$1,000,000 per occurrence and annual aggregate. This coverage shall be applicable to all premises and operations and shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The Certificate shall specify Comprehensive Automobile Liability coverage with a combined single limit of

\$500,000 per occurrence, and \$500,000 aggregate, per vehicle. The Certificate shall specify "Pollution Liability" coverage for sudden and non-sudden releases at Clean Harbor's facilities, vehicles, and the specified collection Site. The Certificate shall specify that Clean Harbors has umbrella Environmental Liability coverage in effect for its facilities, vehicles, and the specified collection Site, in the amount of at least \$7,500,000. Reference Exhibit E, insurance certificate.

10. Title to all Wastes accepted by Clean Harbors at the Sites shall pass to Clean Harbors.
11. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
12. The Community shall use best efforts to assure that Wastes approved by the Community Coordinator are the household hazardous Wastes of community residents. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
 - a. Household hazardous Waste originating from outside San Miguel County may be accepted for proper disposal.
 - b. The Community Coordinator shall use best efforts to assure that Wastes generated from commercial activity are identified and invoiced separately from household Wastes.
- 13.a. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. The Community agents or employees, the Community Coordinator and the police officers identified in Paragraph 2, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Clean Harbors. As an independent contractor, Clean Harbors shall not be considered to be an employee of the Community for any purpose, including, but not limited to, IRS tax withholding, FICA withholding, Workers Compensation and unemployment insurance withholding, for which Clean Harbors shall be solely responsible. By entering into this Agreement, the Community does not waive or intend to waive, any defense, privilege, or immunity, available to it under the Colorado Governmental Immunity Act.

Statutorily required Contractor/Consultant's Certification of Compliance with H.B. 06-1343/07-1073, S.B. 08-193, C.R.S., Title 8, Article 17.5, Part 1, Illegal Aliens Public Contracts for Services Requirements is attached hereto and incorporated herein by reference as Exhibit F.
- b. To the fullest extent permitted by law, Clean Harbors shall indemnify, save, and hold harmless, the Community and its employees, from and against any and all liability, claims, and demands on account of any injury, loss, and/or damage, which arise out of or are in any manner connected with the services provided pursuant to this Agreement, if such injury, loss, or damage, or any part thereof, to the extent caused by, or claimed to have been caused by, a negligent act or omission, or other fault of Clean Harbors or any subcontractor, officer, employee, representative, of Clean Harbors or any of its subcontractors. Clean Harbors shall investigate, adjust, handle, respond to, and provide the legal defense for and defend the Community against any such liability, claims, and/or demands, and shall bear reasonable costs of litigation related thereto, including, but not limited to court costs and attorneys' fees. Clean Harbors obligations to defend and indemnify the

Community shall not be construed to extend to any injury, loss, or damage caused by the act, omission, or other fault of the Community, its officials, employees, or volunteers.

14. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

San Miguel County Board of Commissioners
P.O. Box 1170
Miramonte Building
333 West Colorado, 3rd Floor,
Telluride, CO 81435

To Clean Harbors:

Clean Harbors Environmental Services, Inc.
Attention: General Counsel
(Urgent Contract Matter)
P.O. Box 9149
42 Longwater Drive
Norwell, MA 02061-9149

15. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
16. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition. This Agreement represents the integrated and merged understanding of the parties hereto, and no prior or contemporaneous promise, representation, term, condition, or understanding, shall be of any legal force or effect unless it is embodied herein in writing or in a written amendment to this Agreement. The parties to this Agreement may execute it in counterparts, each of which, when taken together, shall form a single document. The parties shall promptly exchange signature pages upon their execution.
17. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

SAN MIGUEL COUNTY, COLORADO
By and through its Board of Commissioners

Date: _____

Joan May, Chair

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.

Date: _____

Title: _____

Tax ID #: _____

References:

- Exhibit A: (paragraph 1.) R1 School District agreement
- Exhibit B: (paragraph 2a.) Rates
- Exhibit C: (paragraph 2a.) Price quote
- Exhibit D: (paragraph 4a.) Acceptable materials/disposal methods
- Exhibit E: (paragraph 9.) Insurance certificate
- Exhibit F: CRS Title 8, Article 17.5 Part 1. Illegal Aliens Public Contracts for Service Requirements

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

Job Information Sheet

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Telluride Site: Location, Telluride Middle/High School North parking lot behind the school building.

Collection Date and times: Saturday May 16, 2015; Site set up 7AM to 8AM; accepting household hazardous wastes 8 AM to 12PM; packaging and inventory, clean site 12PM to 4PM.

30 yd Dumpster removed from the site after 4 PM

Number of Volunteers: 5

Dial 911 FOR ALL EMERGENCIES

Telluride Medical Center 970-728-3848

TELLURIDE SCHOOL DISTRICT RENTAL CONTRACT

Contact Person: Chris Smith

Date: February 26, 2015

Mailing Address: PO Box 4130

Phone: 369-5442

Telluride, CO 81435

Fax: 728-3718

Name of Group: Clean Harbors Environmental Services, Inc and San Miguel County

Certificate of Insurance (expires):

Non Profit ID Number: 98-04883

Facility to be Rented: North Middle/High School Parking Lot

Dates of Rental:

Times for Rental:

Friday, May 15, 2015

Access at 4:00 pm

Saturday, May 16, 2015

7:00 am to 6:00 pm

Rental Amount: Waived in exchange for District disposal

Deposit Amount: Waived

Date Received: _____

Deposit returned on: _____

Amount returned: _____

Keys issued: _____ Date: _____ Return Date: _____

Additional conditions for this use: Dumpster placement, drop off and pick up to be scheduled with the District Facility Coordinator. Parking lot to be cleaned/restored following use. No items to be left after 6:00 pm on Saturday, May 16, 2015 with the exception of the *cardboard recycling dumpster which must be removed by 7:45 am Monday, May 18, 2015.*

NOTICE TO RENTERS: There will be a fee of up to \$250 per key for any lost keys. A cleaning fee of \$30 per hour, with a one hour minimum per occurrence, will be charged for any additional cleaning or maintenance required as a result of this rental. The room you rent may be rented to others immediately before and/or after your rental. If you leave equipment, instruments, clothing or other items in the room, they may be moved by our maintenance crew and/or the next renter and your deposit may be retained by the school for the costs involved. The Telluride School District has a policy of not loaning or renting any equipment (music, video, sound, computers, etc.).

IT IS YOUR RESPONSIBILITY TO SECURE YOUR OWN EQUIPMENT. THE TELLURIDE SCHOOL DISTRICT WILL NOT BE RESPONSIBLE FOR MISSING, DAMAGED OR MISPLACED ITEMS LEFT BEFORE OR AFTER EACH RENTAL.

Chris Smith

Chris Smith, San Miguel County Representative

2-26-2015
Date

Continue on next page . . .

Und 3/16/15

The Telluride School District is pleased to offer our facility for your use. In order to maintain a degree of accountability for proper use we require that all renters comply with the following procedures:

- ❖ supervise all of your participants at all times and do not allow them free access to the rest of the facility;
- ❖ require that your participants treat the facility with respect;
- ❖ no bicycles or skateboards allowed inside the school buildings;
- ❖ no animals are allowed in the facility;
- ❖ food will be allowed in pre-arranged and pre-agreed upon areas;
- ❖ no helium balloons are allowed in the gyms;
- ❖ no exterior doors are to be propped open;
- ❖ nothing is attached to doors, glass or walls without prior approval;
- ❖ **no smoking or tobacco products, and no alcohol on campus.**

The supervisor who signs the rental agreement is responsible for inspecting the premises after each use and making sure that:

- ❖ all trash is placed in proper receptacles. *Trash must be contained in dumpsters and bear proof containers secured;*
- ❖ all equipment associated with the renter's use is either removed from the facility or properly stored in assigned areas;
- ❖ the room floor is swept/vacuumed and/or mopped as needed;
- ❖ the restrooms are inspected and cleaned;
- ❖ **lights are turned off and the facility is secured after each use;**
- ❖ any damage to the facility is to be reported immediately.

If the renter fails to comply with the above procedures, further facility rental of Telluride School District facilities may be denied.

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE-STATED CONDITIONS FOR THE USE OF THE TELLURIDE PUBLIC SCHOOL FACILITY. I HAVE RECEIVED AND READ THE DISTRICT'S "COMMUNITY USE OF SCHOOL FACILITIES" AND "PUBLIC CONDUCT ON SCHOOL PROPERTY".

Chris Smith
Chris Smith, San Miguel County Representative

3/9/2015
Date

Lmonea deAlva
Authorized District Representative

3/16/2015
Date



4721 Ironton Street
Denver, CO 80239
www.cleanharbors.com

02-13-2015

Attn: Mr Chris Smith
San Miguel County
PO Box 4130
Telluride, CO 81435

Report #34319

Dear Mr Smith:

Thank you for using Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are sending you this new quotation with increased pricing based on recent industry changes and market conditions. Existing services agreement terms and conditions apply to this quoted business. This new quotation is based upon submitted waste profiles and previous shipment history.

We remind you that we offer our clients a broad spectrum of environmental services in addition to the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. A Clean Harbors professional can assist you with:

- . Waste Transportation & Disposal
- . Laboratory Chemical Packing
- . Field Services
- . 24-Hour Environmental Emergency Response
- . Industrial Services
- . Apollo Onsite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions about our new pricing or need further assistance, you may reach me at the number below.

Sincerely,
Brian T Kindsvatter
Account Manager
Phone: 303.371.1100



Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
FIELD PERSONNEL		
Chemist	HR	\$52.00
Chemist Overtime	HR	\$77.00
Chemist Doubletime	HR	\$103.00
Equipment Operator	HR	\$52.00
Equipment Operator, Overtime	HR	\$77.00
Equipment Operator, Double Time	HR	\$103.00
Field Technician	HR	\$52.00
Field Technician Overtime	HR	\$77.00
Field Technician Doubletime	HR	\$103.00
SUPPORT EQUIPMENT		
Box Truck	HR	no charge \$0.00
DOT SHIPPING CONTAINERS		
16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	\$22.50
16 Gal Fiber Drum	EA	\$22.50
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$34.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$34.00
30 Gal / 120 Litre Poly Drum, Recycled 1H2/Y142/S	EA	\$34.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$34.00
5 Gal / 20 Litre Fiber Drum	EA	\$11.50
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$11.50
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$11.50
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$45.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$45.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$45.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$45.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$74.00
ABSORBENT MATERIALS		
Vermiculite 4 cuft	BAG	\$17.00

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A31	SPECIFICATION OILS	55DM	\$115.00
B22	CONCENTRATED SOLUTIONS ACIDS/BASES	20DM	\$165.00
B22A	CONCENTRATED ACIDS	20DM	\$165.00
B35	GLYCOLS	55DM	\$172.00



Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
CFL1	MERCURY BULBS FOR RECLAMATION	LBS	\$1.72
Minimum Price \$59.00 per 5 gallon pail			
CFL2	MISC. MERCURY BULBS FOR RECLAIM	LBS	\$2.39
Minimum Price \$59.00 per 55 gallon drum			
CFL4	MISC. MERCURY BULBS FOR RECLAIM	LBS	\$4.31
Minimum Price \$59.00 per 55 gallon drum			
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	LBS	\$16.50
Minimum Price \$56.00 per 55 gallon drum			
CNIA	ASBESTOS WASTE	55DM	\$212.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	\$115.00
D23	EMPTY DRUMS	55DM	\$41.00
D80L	NON-PCB ARTICLES FOR LANDFILL	55DM	\$259.00
EEE	EQUIPMENT FOR DISMANTLING	PAL	\$266.00
FB1	LIQUID FOR FUEL	55DM	\$115.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$138.00
LAT	LABPACK FOR AQUEOUS TREATMENT	05DM	\$93.00
LAT	LABPACK FOR AQUEOUS TREATMENT	16DM	\$156.00
LAT	LABPACK FOR AQUEOUS TREATMENT	30DM	\$202.00
LAT	LABPACK FOR AQUEOUS TREATMENT	55DM	\$259.00
LBD	MIXED BATTERIES FOR RECLAMATION	05DM	\$92.00
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	\$451.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	05DM	\$92.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	55DM	\$87.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	PAL	\$287.00
LBR	LITHIUM BATTERIES FOR INCINERATION	05DM	\$221.00
LCCR	LABPACK FOR INCINERATION	05DM	\$93.00
LCCR	LABPACK FOR INCINERATION	16DM	\$156.00
LCCR	LABPACK FOR INCINERATION	30DM	\$201.00
LCCR	LABPACK FOR INCINERATION	55DM	\$281.00
LCCR	LABPACK FOR INCINERATION	85DM	\$409.00
LCCRP	LABPACK DIOXINS AND DIOXIN PRECURSORS	05DM	\$115.00
LCCRQ	AEROSOLS FOR INCINERATION	05DM	\$92.00
LCCRQ	AEROSOLS FOR INCINERATION	16DM	\$156.00
LCCRQ	AEROSOLS FOR INCINERATION	30DM	\$201.00
LCCRQ	AEROSOLS FOR INCINERATION	55DM	\$259.00
LCHG1	LABPACK MERCURY RELATED MATERIAL FOR STABILIZATION/LANDFILL	05DM	\$172.00
LCHG1	LABPACK MERCURY RELATED MATERIAL FOR STABILIZATION/LANDFILL	16DM	\$259.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	05DM	\$361.00
LCHSI	LABPACK PCBs FOR INCINERATION	05DM	\$266.00



Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	\$29.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYME	\$53.00
LLF	LABPACK FOR LANDFILL	55DM	\$87.00
LLF	LABPACK FOR LANDFILL	FBIN	\$403.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	\$259.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	FBIN	\$746.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$115.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$403.00
LRCT	LABPACK REACTIVES FOR INCINERATION	05DM	\$147.00



Clean Harbors House Hold Hazardous Waste Pricing Schedule

GENERAL CONDITIONS

1. Prices firm for 30 days.
2. Terms: Net 15 Days
3. Interest to accrue at the rate of 1.5% per month or the maximum allowed by law after 15 days.
4. Applicable sales tax and state regulatory fees are not included in quoted prices.
5. Materials subject to additional charges if they do not conform to the listed specifications.
6. Waste material profile will be assessed at \$75.00 per profile.
7. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 11.5%, will be applied to the total invoice.
8. Pickups that require same day or next day service may be subject to additional charges.
9. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
10. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
11. All drums for disposal must be in D.O.T. approved containers and in good condition.
12. All containers must be marked with the Clean Harbors' profile number.
13. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOTE 630%.
14. Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. This charge may be sent as a supplemental invoice.
15. Out of Service (OSD) for PCB incinerables should be clearly identified in Section J of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
16. Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.



Clean Harbors Environmental Services, Inc.
4721 Ironton Street
Denver, CO 80239
www.cleanharbors.com

February 13, 2015

Attn: Mr. Chris Smith
San Miguel County
PO Box 4130
Telluride, CO 81435

Quote #2093933, Clean Harbors Env Services Inc, Denver, CO

Dear Mr. Smith:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your household hazardous waste management needs. We are pleased to provide you with the following pricing. Additionally, Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

In addition to providing household hazardous waste management services and disposal to our company owned and operated facilities, Clean Harbors offers a broad range of environmental services including:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Kevin L Gaff
Cleanpack Specialist
Phone: 303.210.4040



February 13, 2015
Clean Harbors, Quote #2093933

Page 2 of 8

QUOTE SUMMARY

Description	Amount
TASK 1: MOBILIZATION	\$2,800.00
TASK 2: ON-SITE LABOR AND DISPOSAL	\$16,272.17
Subtotal	\$19,072.17
Estimated Recovery Fee	\$2,193.30
QUOTE TOTAL	\$21,265.47



TASK 1: MOBILIZATION

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$2,800.00
Estimated Recovery Fee	\$322.00
Estimated total, including Fees	\$3,122.00

TASK 2: ON-SITE LABOR AND DISPOSAL

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
A31	SPECIFICATION OILS	11	55 gallon drum	\$115.00	\$1,265.00
CFL1	MERCURY BULBS FOR RECLAMATION	319	pounds	\$1.72	*\$548.68
CFL2	MISC. MERCURY BULBS FOR RECLAIM	471	pounds	\$2.39	*\$1,125.69
CFL4	MISC. MERCURY BULBS FOR RECLAIM	1	pounds	\$4.31	*\$59.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	12	pounds	\$16.50	*\$198.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	7	55 gallon drum	\$115.00	\$805.00
D80L	NON-PCB ARTICLES FOR LANDFILL	1	5 gallon pail	\$82.00	\$82.00
FB2	LIQUID FUEL WITH SOLIDS	11	55 gallon drum	\$138.00	\$1,518.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	1	30 gallon drum	\$202.00	\$202.00
LAT-B	LABPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	1	55 gallon drum	\$259.00	\$259.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	1	pounds	\$1.10	*\$225.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	1	5 gallon pail	\$92.00	\$92.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	1	16 gallon drum	\$156.00	\$156.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	5	55 gallon drum	\$281.00	\$1,405.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	3	30 gallon drum	\$201.00	\$603.00



Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	1	5 gallon pail	\$93.00	\$93.00
LCCRQ	AEROSOLS FOR INCINERATION	1	55 gallon drum	\$259.00	\$259.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	1	5 gallon pail	\$361.00	\$361.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	1	flex bin	\$746.00	\$746.00
LRCT	LABPACK REACTIVES FOR INCINERATION	2	5 gallon pail	\$147.00	\$294.00
Total					\$10,296.37

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
CFL1	5 gallon pail	\$59.00
CFL2	55 gallon drum	\$59.00
CFL4	55 gallon drum	\$59.00
CFL8	55 gallon drum	\$56.00
LBD1	30 gallon drum	\$225.00

Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
<i>Waste Code LBD2:</i>					
Weight surcharge	\$3.75	Pounds	502.10	503.00	Pounds
	\$2.50	Pounds	501.10	502.00	Pounds
	\$1.25	Pounds	500.00	501.00	Pounds

LABOR, SUPPLIES, AND EQUIPMENT

Amount	Description	Qty/UOM	Days	Price	Total
4	Chemist	8 hour	1	\$52.00	\$1,664.00
1	Field Technician	8 hour	1	\$52.00	\$416.00
1	Box Truck	8 hour	1	\$0.00	\$0.00
5	Modified Level D (Tyvec, Gloves and Boots)	1 each	n/a	\$7.50	\$37.50
1	Pickup/Van/Car/Crew Cab	8 hour	1	\$0.00	\$0.00
1	Tractor w/Box Van	8 hour	1	\$0.00	\$0.00
2	16 Gal / 70 L Poly Drum 1H2/Y56/S	1 each	n/a	\$22.50	\$45.00
5	30 Gal / 120 Litre Poly Drum 1H2/Y142/S	1 each	n/a	\$34.00	\$170.00
6	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	1 each	n/a	\$11.50	\$69.00



Amount	Description	Qty/UOM	Days	Price	Total
25	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	1 each	n/a	\$45.00	\$1,125.00
7	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	1 each	n/a	\$45.00	\$315.00
1	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	1 each	n/a	\$74.00	\$74.00
3	Fluorescent Bulb Tubes, 4ft 150bulb capacity	1 bulb box	n/a	\$47.00	\$141.00
1	Fluorescent Bulb Tubes, 8ft 100 bulb capacity	1 bulb box	n/a	\$39.30	\$39.30
6	Per Diem / Subsistence	1 day	n/a	\$125.00	\$750.00
10	Vermiculite 4 cuft	1 bag	n/a	\$17.00	\$170.00
				Total	\$5,015.80

TRANSPORTATION

Dispatch Location	Qty	Price UOM	Total
Rockies CleanPack (CO)	80	\$12.00 container	*\$960.00

*Minimum charge \$239.00 per trip.

TASK 2: TOTAL ESTIMATE

\$16,272.17

Estimated Recovery Fee

\$1,871.30

Estimated total, including Fees

\$18,143.47

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A31	<p>Specification Oils</p> <p>Solids Content less than 6% Ash less than 5% PCB less than 2 VOCs less than 1% if lighter than mineral spirits Less than 10% medium boiling hydrocarbons less than 90% high boiling hydrocarbons Viscosity less than 1,000 CPS Organic Chlorine (organic phase) less than 5,000 PPM Flashpoint greater than 141F</p>



WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A31	Specification Oils pH = 4 - = 11 Caustic Coagulation Must pass Total Arsenic less than 5 ppm Total Lead less than 100 ppm PRIMARY DISPOSAL METHOD: OIL RECOVERY PRIMARY DISPOSAL METHOD: OIL RE-REFINING
CFL1	Mercury Bulbs For Reclamation Less than 5 percent broken bulbs Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL2	Misc. Mercury Bulbs For Reclaim Misc. shaped bulbs containing mercury for reclaim U tubes, Circular, Incandescent, Quartz, Halogen, LED Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury No D003 bulbs PRIMARY DISPOSAL METHOD: RECLAMATION
CFL4	Misc. Mercury Bulbs For Reclaim Misc. shaped bulbs containing mercury for reclaim Limited to Shattershields, HID, Hg vapor, High pressure Sodium, Metal halides Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL8	Compact Fluorescent Lamps For Reclaim Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CNOS	Non Hazardous Semi-Solids Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F



WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNOS	<p>Non Hazardous Semi-Solids</p> <p>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL *****</p> <p>Non-hazardous Must be biodegradable No PCB pH – 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM</p>
D80L	<p>Non-PCB Articles For Landfill</p> <p>Non hazardous Source of PCB < 50 ppm Capacitors, Ballasts, Switches PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>
FB2	<p>Liquid Fuel With Solids</p> <p>Less than 12" of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's No pesticides No debris Medium viscosity (e.g. motor oil) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 15 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.



GENERAL CONDITIONS

- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors’ standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 11.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature	PO#	Date
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Print Name

Quote # 2093933

Household Hazardous Waste Services

What Happens to Household Hazardous Waste?

According to the U.S. Environmental Protection Agency, Americans generate 1.6 million tons of Household Hazardous Waste (HHW) per year. The average home can accumulate as much as 100 pounds of HHW in the basement and garage and in storage closets. During the 1980s, many communities started special collection days or permanent collection sites for handling HHW. In 1997, there were more than 3,000 HHW permanent programs and collection events throughout the United States.

Congratulations! You have made the right move in bringing your household hazardous waste (HHW) to your local HHW collection program. Thank you for taking this step in securing a safe and healthy environment for your community. Have you ever wondered what happens to these items once you've dropped them off?

Item	Potential Hazard Properties & Ingredients	Disposal Method
AUTOMOTIVE		
Antifreeze	Toxic- contains ethylene glycol	Recycle
Automotive Batteries	Corrosive- contains sulfuric acid	Recycle
Brake Fluid	Corrosive, Toxic- contains glycols	Destructive Incineration
Gasoline / Fuel	Flammable- contains hydrocarbons	Energy Recovery, used to fuel cement kiln or incinerator
Motor Oil	Combustible- contains petroleum distillates	Recycle
Oil Filters	Combustible- contains petroleum distillates	Recycle
Transmission Fluid	Combustible- contains petroleum distillates	Energy Recovery, used to fuel cement kiln or incinerator
PAINTS / SOLVENTS		
Latex Paint	Toxic- contains resins and pigments	Recycle or Reuse
Oil Based Paint	Flammable- contains hydrocarbons and heavy metals	Energy Recovery, used to fuel cement kiln or incinerator
Paint Stripper / Remover	Flammable, Corrosive- contains methylene chloride, petroleum distillates	Energy Recovery, used to fuel cement kiln or incinerator
Solvent Based Paint Products, Thinners	Flammable- contains petroleum distillates, acetone, toluene, ethanol, methylene chloride	Energy Recovery, used to fuel cement kiln or incinerator
Wood Preservatives	Toxic- contains pentachlorophenol (penta or PCP), creosote, copper, zinc, chromium, arsenic	Destructive Incineration
LAWN & GARDEN		
Ant Spray / Bait	Toxic- contains various poisons	Destructive Incineration
Fertilizers	Toxic or Oxidizing- contains nitrogen, phosphorous, potassium	Destructive Incineration
Fungicides	Toxic- contains various poisons	Destructive Incineration
Pesticides / Herbicides	Toxic- contains various poisons such as diazinon, methyl bromide, paraformaldehyde, atrazine, malathion	Destructive Incineration
Rat / Mouse Poisons	Toxic- contains warfarin, strychnine, bromethalin or other various poisons	Destructive Incineration
HOBBY		
Arts & Crafts Supplies	Flammable- most contain petroleum distillates	Energy Recovery, used to fuel cement kiln or incinerator
Photo Chemicals	Corrosive, Toxic- contains silverhalides, hydroquinone, silver, citric acid, ammonium thiosulfate	Neutralize, discharge to wastewater treatment or Destructive Incineration



Item	Potential Hazard Properties & Ingredients	Disposal Method
CLEANERS		
Bathroom Cleaners	Corrosive, Toxic- contains acidic compounds such as phosphoric acid	Neutralize, discharge to wastewater treatment
Bleach	Corrosive, Oxidizing- contains sodium hypochlorite	Neutralize, discharge to wastewater treatment
Disinfectants	Corrosive, Toxic- contains various ingredients such as ammonium compounds, phenolic compounds, pine Oil	Destructive Incineration
Drain Openers	Corrosive- contains sodium hydroxide	Neutralize, discharge to wastewater treatment
Furniture Polish	Flammable- contains petroleum distillates	Energy Recovery, used to fuel cement kiln or incinerator
Oven Cleaners	Corrosive- contains sodium hydroxide or other corrosive alkalis	Neutralize, discharge to wastewater treatment
HOME & PET		
Adhesives / Glues	Flammable, Toxic- contains cyanoacrylates	Energy Recovery, used to fuel cement kiln or incinerator
Aerosols	Flammable, Toxic- propellants contain volatile organic compounds, and depending on particular type of aerosol product, may contain paints, cleaners or pesticides	Destructive Incineration
Asphalt/Roofing Tar / Sealers	Flammable, Toxic- contains petroleum distillates, asbestos	Destructive Incineration
Electronics	Toxic- contains lead and other heavy metals	Recycle
Flea & Tick Products	Toxic or Corrosive- may contain permethrin, carbaryl, or methorene	Destructive Incineration
Fluorescent Light Tubes	Toxic- contains mercury	Recycle
Household Batteries, Alkaline ("dry cell")	Corrosive- contains potassium hydroxide or sodium hydroxide	Hazardous Waste landfill
Household Batteries, Rechargeable	Corrosive, Toxic- may contain nickel-cadmium, lithium or mercury	Recycle
Lighter Fluid	Flammable- contains hydrocarbons	Energy Recovery, used to fuel cement kiln or incinerator
Medication	Toxic- both over the counter and prescription medications	Destructive Incineration
Mercury Thermometer / Thermostat	Toxic- contains mercury	Recycle
Mothballs	Toxic- contains paradichlorobenzene or naphthalene	Destructive Incineration
Nail Polish Remover	Flammable- contains acetone	Energy Recovery, used to fuel cement kiln or incinerator
Pool Chemicals	Corrosive, Oxidizing, Toxic- includes various chemicals such as chlorinated isocyanurates, lithium hypochlorite, sodium bicarbonate, potassium monopersulfate, hydrogen peroxide, sodium hypochlorite, calcium hypochlorite, and certain ammonium, brominated, copper and silver compounds, and muriatic acid (hydrochloric acid), sodium bisulphate, sodium carbonate	Neutralize, discharge to wastewater treatment or Destructive Incineration
Propane Cylinders	Flammable- contains propane	Recycle

While this list is not comprehensive, it does contain many of the most common household hazardous waste items. When you are not sure if a household product is hazardous, look for these warnings on the label.

Toxic / Poison - can cause illness or injury; highly toxic, can be harmful or fatal if swallowed; use only in a well-ventilated area		Flammable / Combustible - can be easily ignited, do not use near heat or flame, do not smoke while using this product	
Corrosive - can burn and destroy living tissue, causes severe burns on contact, can burn eyes, skin, throat		Danger - more severely hazardous or toxic; can cause permanent serious health effects (skin burns or stomach ulcers)	
Irritant - can irritate living tissue		Caution / Warning - generally mildly to moderately hazardous or toxic; can cause temporary adverse health effects (skin irritation or vomiting)	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C.NO.EXT):	877-945-7378	FAX (A/C.NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER A:	ACE American Insurance Company	22667-001
	INSURER B:	American Guarantee and Liability Insuranc	26247-003
	INSURER C:	ACE American Insurance Company	22667-076
	INSURER D:	Indemnity Insurance Company of North Amer	43575-003
	INSURER E:	Catlin Specialty Insurance Company	15989-000
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 22890951

REVISION NUMBER: See Remarks

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDOG27338422	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		ISAH08829238	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC-4275262-10	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WLRC48019729	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
D	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC48019730	11/1/2014	11/1/2015	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	<input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Pollution Liability			CPV-671802-1115 CPL	11/1/2014	11/1/2015	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 10/31/2014 WITH ID: 22323743

Scope of Work: Household Hazardous Waste Collection Event

See Attached:

CERTIFICATE HOLDER

CANCELLATION

San Miguel County Attn: Chris Smith PO Box 4130 Telluride, CO 81435-4130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Pollution Legal Liability
 Carrier: Indian Harbor Insurance Company
 Policy Number: PEC0042039-01
 Policy Term: 11/1/2014 - 11/1/2015
 Limits: \$10,000,000 Each Claim/Aggregate

San Miguel County and San Miguel County Board of Commissioners, PO BOX 1170, Miramonte Building, 333 West Colorado Ave 3rd Floor, Telluride R1 School district, 721 West Colorado Avenue, Telluride Colorado 81435 are named as Additional Insureds for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

POLICY NUMBER: HDO G27338422

COMMERCIAL GENERAL
LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Clean Harbors, Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H08829238	Policy Period 11/01/2014 to 11/01/2015	Effective Date of Endorsement 11/01/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

DA-9U74b 06/14

TO BE ATTACHED TO CONTRACT/AGREEMENT:

**Contractor/Consultant's Certification of Compliance with H.B. 06-1343/07-1073, S.B. 08-193
C.R.S., Title 8, Article 17.5, Part 1, Illegal Aliens Public Contracts for Services Requirements.**

- A. Contractor/Consultant, hereinafter referred to as the "Contractor", hereby certifies that, at the time of the certification, and prior to execution of this Contract (Agreement), that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services.
- B. Contractor hereby agrees and certifies that during the term of this Agreement it shall not:
 - (I) Knowingly employ or contract with an illegal alien to perform work under the public contract for services; or,
 - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- D. Contractor is prohibited from using either the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- E. If the contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the contractor is required to:
 - (I) Notify the subcontractor and San Miguel County within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - (II) Terminate the subcontract with the subcontractor if within three days of receiving the required notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to §8-17.5-102(5), C.R.S.
- G. If contractor violates a provision of this public contract for services, San Miguel County may terminate the contract for a breach of the contract. If the Agreement is terminated, the contractor shall be liable for actual and consequential damages to San Miguel County.
- H. If contractor is a natural person over eighteen years of age, a condition precedent to San Miguel County's execution of this contract is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06S-1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This contract shall not become legally effective until and unless San Miguel County has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.

Contractor/Consultant:
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Print Name: Brian Kindsvatter

Address 4721 Ironton Street, Unit B
Denver, CO 80239

Phone Number: 303-371-1100

Signature  Date signed 3-10-2015

DEPARTMENT OF SOCIAL SERVICES

SAN MIGUEL COUNTY
PO BOX 96
TELLURIDE, CO 81435
phone (970) 728-4411
fax (970) 728-4412

I, Carol Friedrich, Director of Social Services of San Miguel County, Colorado, hereby present the attached reports:

Balance Sheet, February 2015
Earned Revenue and Expenditures, February 2015
Expenditures through Electronic Benefit Transfers, March 2015
Check Register for the Month of March 2015
County Allocation / MOE Report, FEB-15
Expenditures YTD 100%, February 2015 – NEW*

Caseload Report, March 2015

and certify that detailed, additional financial reports are available for inspection.



Carol Friedrich, April 22, 2015

I, Joan May, Chair of San Miguel County Board of Commissioners, hereby certify that the payments that are listed and set forth on the attached reports have been approved, and the payments issued from the Social Services fund.

Joan May, Chair, April 22, 2015

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
BALANCE SHEET
FEBRUARY, 2015

ASSETS:

CASH:

101.1000	CASH - GENERAL	107,330.12	
101.2000	CASH - IV-E RESERVES	0.00	
101.3000	CASH - PARENTAL FEES	988.00	
101.4000	CASH - CSBG	0.00	
101.5000	CASH - PETTY	50.00	
101.4381	CASH - CBMS	0.00	
115.1000	A/R - TANF	9,031.00	
115.2000	A/R - AND	687.00	
115.3000	A/R - OAP	0.00	
115.4000	A/R - CC	0.00	
115.5000	A/R - LEAP	0.00	
115.6000	A/R - MEDICAID	0.00	
115.7000	A/R - FOOD ASSISTANCE	2,093.00	
115.8000	A/R - CHILD SUPPORT	134,862.91	
115.9000	A/R - ERRONEOUS DISBURSEMENTS	<u>1,160.00</u>	
	TOTAL CASH		256,202.03

DUE TO DUE FROM

132.4200	DTDF - TANF	(323.89)	
132.2300	DTDF - CHILD CARE	(152.40)	
132.2500	DTDF - CORE	(136.00)	
132.1210	DTDF - CHILD WELFARE	7,405.78	
132.M100	DTDF - MEDICAID	4,951.63	
132.7000	DTDF - ADMIN	2,558.42	
132.4011	DTDF - NON ALLOCATED ADMIN	(12.33)	
132.1010	DTDF - ADULT PROTECTION	619.98	
132.8000	DTDF - CHILD SUPPORT	604.29	
132.6300	DTDF - FA JOB SEARCH	619.54	
132.5000	DTDF - LEAP	0.00	
132.4800	DTDF - AND	(1,147.27)	
132.4600	DTDF - HOME CARE ALLOWANCE	0.00	
132.4050	DTDF - OAP ADMIN	111.07	
132.9700	DTDF - TANF WORK PARTICIPATION	0.00	
132.8500	DTDF - TANF COLLECTIONS	17.48	
132.1296	DTDF - FA COLLECTIONS	0.00	
132.9800	DTDF - COST ALLOCATION	(0.42)	
132.9430	DTDF - STATE INCENTIVES	1,068.84	
132.9450	DTDF - FEDERAL INCENTIVES	15.00	
132.0000	DTDF - ADVANCES	(9,635.00)	
132.031	DTDF - IV-E SANCTIONS	(3,810.00)	
132.1296	DTDF - CW DISCRETIONARY GRANT	475.00	
132.1590	DTDF - PARENTAL FEE	0.00	
132.2752	DTDF - PSSF	<u>0.00</u>	
	TOTAL DUE TO DUE FROM		3,229.72

FIXED ASSETS

	<u>18,749.00</u>	
TOTAL ASSETS		<u>18,749.00</u>
		<u>278,180.75</u>

LIABILITIES:

215.1000	A/R CONTRA - TANF	(9,031.00)
215.2000	A/R CONTRA - AND	(687.00)
215.3000	A/R CONTRA - OAP	0.00
215.4000	A/R CONTRA - CC	0.00
215.5000	A/R CONTRA - LEAP	0.00
215.6000	A/R CONTRA - MEDICAID	0.00
215.7000	A/R CONTRA - FOOD ASSISTANCE	(2,093.00)
215.8000	A/R CONTRA - CHILD SUPPORT	(134,862.91)
215.9000	A/R CONTRA - ERRONEOUS DISBURSEMENTS	0.00
220.4000	DEFERRED REVENUE - IV-E	0.00
220.5000	DEFERRED REVENUE - PARENTAL	(988.00)
220.6000	DEFERRED REVENUE - CSBG	0.00
220.4381	DEFERRED REVENUE - CBMS	0.00
220.7000	A/P - INDIRECT COST ALLOCATION	0.00
220.8200	DEFERRED REVENUE IV-D FED INC	0.00
221.1000	SUSPENSE - MISC	(579.22)
221.2000	SUSPENSE - MT	0.00
221.4000	SUSPENSE - TEFAP	0.00
		<hr/>
	TOTAL LIABILITIES	(148,241.13)

RESERVE:

	FUND BALANCE AS OF 02/28/15	(111,190.62)
	RESERVE FOR FIXED ASSETS	<u>(18,749.00)</u>
	TOTAL RESERVE	<u>(129,939.62)</u>
	TOTAL LIABILITIES AND RESERVE	<u><u>(278,180.75)</u></u>

SAN MIGUEL COUNTY DSS
EARNED REVENUE YTD 100%
FEBRUARY, 2015

	REVISED BUDGET	YTD REVENUES EARNED	% OF REVENUES COLLECTED
CURRENT PROPERTY TAX	111,799.00	35,556.33	32%
SPECIFIC OWNERSHIP	4,000.00	809.38	20%
DELINQUENT & INTEREST	150.00	48.48	-32%
 COLORADO WORKS			
ADMIN	34,400.00	4,263.12	12%
GRANTS	32,000.00	5,469.24	17%
 CHILD CARE			
ADMIN	6,400.00	1,660.72	26%
CLIENT BENEFITS	24,000.00	3,996.98	17%
 CHILD WELFARE			
CHILD WELFARE 80/20	188,000.00	52,669.34	28%
CHILD WELFARE 100%	10,000.00	297.94	3%
IV-E SANCTIONS		3,810.00	
CW - DISCRETIONARY GRANT		1,524.96	
PSSF		51.84	
 COUNTY ADMINISTRATION	108,428.00	22,750.57	21%
HCPF - MEDICAID		17,826.37	
ADULT PROTECTION	11,520.00	3,436.38	30%
ADULT PROTECTION CLIENT	1,600.00	0.00	0%
 CW CORE SERVICES 80/20	9,600.00	816.00	9%
CW CORE DAY TREATMENT 100%	24,800.00	2,710.90	11%
 CHILD SUPPORT	6,600.00	1,671.59	25%
 LEAP			
ADMIN/OUTREACH	4,500.00	328.50	7%
BASIC	60,000.00	19,808.87	33%
 OAP			
HOME CARE ALLOWANCE	950.00	0.00	0%
ADMIN	4,000.00	820.17	21%
GRANTS	60,000.00	7,154.00	12%
 AID TO NEEDY DISABLED	9,600.00	607.98	6%
 MEDICAID TRANSPORTATION	10,000.00	3,236.95	32%
FS JOB SEARCH/EMPLOYMENT 1ST	8,000.00	1,380.40	
FOOD ASSISTANCE BENEFITS	625,000.00	91,761.38	15%
GRANTS/INCENTIVES	10,000.00	53.63	1%
RETAINED COLLECTIONS	1,000.00	27.48	3%
 TOTAL BUDGETED REVENUES	1,366,347.00	276,832.54	20%

SAN MIGUEL COUNTY DSS
EXPENDITURES YTD 100%
FEBRUARY, 2015

	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
TANF			
ADMIN	43,000.00	5,274.84	12%
GRANTS	40,000.00	6,511.83	16%
CHILD CARE			
ADMIN	8,000.00	2,075.91	26%
CLIENT BENEFITS	30,000.00	4,708.74	16%
CHILD WELFARE			
CHILD WELFARE 80/20%	280,000.00	65,836.64	24%
CHILD WELFARE 100%	10,000.00	297.94	3%
CW - DISCRETIONARY GRANT		1,524.96	
PSSF		51.84	
COUNTY ADMINISTRATION	135,500.00	28,438.22	21%
HCPF - MEDICAID		20,704.01	
NON ALLOCATED ADMIN		24.66	
ADULT PROTECTION	12,368.00	4,295.48	35%
ADULT PROTECTION CLIENT	2,000.00	0.00	0%
CW CORE SERVICES 80/20	12,000.00	1,020.00	9%
CW CORE DAY TREATMENT 100%	24,800.00	2,710.90	0%
CHILD SUPPORT	10,000.00	1,629.30	16%
LEAP			
LEAP ADMIN/OUTREACH	4,500.00	328.50	7%
LEAP BASIC BENEFITS	60,000.00	19,808.87	33%
OAP			
OAP HOME CARE ALLOWANCE	1,000.00	0.00	0%
OAP ADMIN	4,000.00	820.17	21%
OAP GRANTS	60,000.00	7,154.00	12%
AID TO NEEDY DISABLED	12,000.00	759.98	6%
FS JOB SEARCH/EMPLOYMENT 1ST	10,000.00	1,388.40	14%
GENERAL ASSISTANCE	10,000.00	235.81	2%
MEDICAID TRANSPORTATION	10,000.00	1,414.17	14%
FA REFUNDS		0.00	
FOOD ASSISTANCE BENEFITS	625,000.00	91,761.38	15%
DIRECT COST ALLOCATION	(7,500.00)	0.00	0%
GRANTS	10,000.00	34.01	0%
COUNTY FUNDED GRANTS	60,000.00	35,713.94	60%
TOTAL BUDGETED EXPENDITURES	1,466,668.00	304,524.50	21%

SAN MIGUEL COUNTY DSS
 EXPENDITURES THROUGH ELECTRONIC BENEFIT TRANSFERS
 MARCH, 2015

	CASES	TOTAL COST
TANF (Temporary Aid to Needy Families)	5	2,533.00
OAP (Old Age Pension)	10	2,374.00
AND (Aid to Needy Disabled)	4	756.00
CHILD CARE	9	2,423.30
CHILD WELFARE	3	4,943.00
CORE SERVICES	2	340.00
FOOD ASSISTANCE	194	46,226.00
LEAP (Low-income Energy Assistance Program)	11	4,841.44
TOTALS	<u>238</u>	<u>64,436.74</u> *

*THESE ARE OUR BEST ESTIMATES BASED ON THE DISCREPANCIES BETWEEN THE COLORADO FINANCIAL MANAGEMENT SYSTEM AND THE COLORADO BENEFIT MANAGEMENT SYSTEM.

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
CHECK REGISTER
MARCH, 2015

Warrant				WARRANT
No.	Date	To	AMOUNT	
29450	4-Mar	TELLURIDE DAILY PLANET	266.80	
29451	4-Mar	CARD SERVICE	159.90	
29452	4-Mar	DISCOVER GOODWILL	328.50	
29453	4-Mar	SAN MIGUEL COUNTY FINANCE	300.00	
29454	12-Mar	CLIENT/MT	311.45	
29455	12-Mar	CLIENT/MT	27.75	
29456	12-Mar	CLIENT/MT	115.44	
29457	12-Mar	HOCKERSMITH & MUELLER	351.03	
29458	12-Mar	VOID	0.00	
29459	12-Mar	SAN MIGUEL COUNTY ROAD DEPT	18.68	
29460	12-Mar	TELLURIDE DRUG TESTING	80.00	
29461	12-Mar	BAKED IN TELLURIDE	600.00	
29462	12-Mar	TUCK COMMUNICATION SERVICES	760.00	
29463	20-Mar	LINNEA EDWARDS	76.61	
29464	20-Mar	VERIZON	149.47	
29465	26-Mar	CENTURYLINK	133.89	
29466	26-Mar	CLIENT/MT	32.19	
29467	26-Mar	CLIENT/MT	89.54	
29468	26-Mar	VOID	0.00	
29469	26-Mar	CLIENT/MT	288.60	
29470	26-Mar	JENNIE THOMAS	375.78	
29471	26-Mar	JENNIE THOMAS	370.08	
29472	26-Mar	CAROL FRIEDRICH	117.30	
29473	26-Mar	SCOTT T ERICKSON, PC	2,097.96	
29474	26-Mar	CWFC	235.00	
29475	26-Mar	MONTROSE COUNTY CSEU	800.00	
29476	26-Mar	HILLTOP COMMUNITY RESOURCES	681.13	
TOTALS			8,767.10	
PERSONNEL PAYROLL			28,756.80	
GRAND TOTAL			37,523.90	

CFMS SET OF BOOKS
 COUNTY ALLOCATIONS/MOE REPORT
 Current Period: FEB-15

Date: 10-APR-15 12:31:18
 Page: 1

Currency: USD
 CTY=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR -	BUDGET VS. ACTUALS	
	FY BUDGET	FY FUNDS	BUDGET VS. ACTUALS
	BALANCES	AVAILABLE	ACTUALS FY
			VARIANCE
COLORADO WORKS BLOCK GRANT	83,637.72	35,172.58	57.9
NET COLORADO WORKS MOE	12,362.88	4,120.97	(66.7)
CHILD CARE ALLOCATION:			
CHILD CARE DIRECT	47,525.04	30,341.21	36.2
CHILD CARE ADMINISTRATION	0.00	(5,541.03)	N/M
TOTAL CHILD CARE ALLOCATION	47,525.04	24,500.18	47.8
NET CHILD CARE COUNTY MOE	4,270.56	2,423.51	(66.7)
CHILD WELFARE ALLOCATION:			
CHILD WELFARE 80/20 ALLOCATION ITEMS:			
CHILD WELFARE OUT-OF-HOME ALLOCATION	199,222.20	159,355.21	20.0
CHILD WELFARE ADMIN 80/20	0.00	(162,897.72)	N/M
CHILD WELFARE CASE SERVICES	0.00	0.00	N/M
CHILD WELFARE RELATED CHILD CARE	0.00	(3,794.00)	N/M
CHILD WELFARE SUBSIDIZED ADOPTION	0.00	0.00	N/M
CHILD WELFARE RELATIVE GUARDIANSHIP	0.00	0.00	N/M
TOTAL CHILD WELFARE 80/20 ALLOCATION	199,222.20	(7,326.51)	103.7
CHILD WELFARE 100% ADMINISTRATION *	18,737.04	18,090.62	3.4
TOTAL CHILD WELFARE 80/20 AND 100% ALLOC	217,959.24	10,764.11	95.1
CHILD WELFARE TRCCF ALLOCATION	0.00	0.00	N/M
CHILD WELFARE CHRP ALLOCATION *	4,364.52	4,364.52	0.0
CHILD WELFARE PRIF - FFS *	6,099.48	6,099.48	0.0
TOTAL CHILD WELFARE ALLOCATION	228,423.24	21,228.11	90.7
COUNTY ADMINISTRATION ALLOCATION *	135,534.51	13,434.36	90.0
ADULT PROTECTION ALLOCATION	14,369.00	1,218.64	91.5
		13,158.36	

CFMS SET OF BOOKS
 COUNTY ALLOCATIONS/MOE REPORT
 Current Period: FEB-15

Currency: USD
 CTY=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR -	BUDGET VS. ACTUALS	
FY BUDGET BALANCES	FY ACTUAL EXPENDITURES	FY FUNDS AVAILABLE	BUDGET VS ACTUALS FY VARIANCE
CORE SERVICES ALLOCATION:			
CORE SERVICES MENTAL HEALTH 100%	0.00	0.00	D/M
CORE SERVICES ADAD 100%	0.00	0.00	M/M
CORE SERVICES SPECIAL ECONOMIC ASSIST 100%	544.92	544.92	O.C
CORE SERVICES OTHER 100% *	23,452.28	12,833.04	45.3
CORE SERVICES 80/20	12,800.04	9,202.54	28.9
TOTAL CORE SERVICES ALLOCATION	36,807.24	22,480.50	38.9

EMPLOYMENT FIRST 80/20 PARTICIPANT REIMB *1,648.00* *1460.90* *.11*

EMPLOYMENT FIRST 100% *5,672.50* *(757.44)* *113.2*

FEDERAL FISCAL YEAR PROGRAMS (ENDING SEP. 30): **
 NON-FISCAL YEAR PROGRAMS: **

* - NOTE: Allocations for Child Welfare 100%, Child Welfare CRSP, Child Welfare PRFF - PFS, County Administration, and Core Services 100% Include Funds Allocated from the Department of Health Care Policy and Financing, in Addition to Those Allocated from the Department of Human Services

** - NOTE: Expenditures Refer to State Fiscal Year-To-Date

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
EXPENDITURES YTD 100%
February, 2015

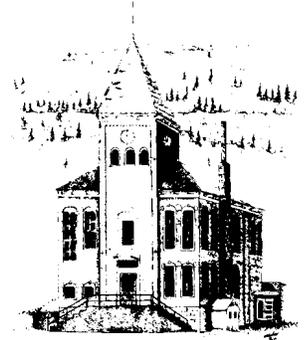
PROGRAM	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
COLORADO WORKS	83,000.00	11,786.67	14%
CHILD CARE ASSISTANCE PROGRAM (CCCAP)	38,000.00	6,784.65	18%
CHILD WELFARE	290,000.00	67,711.38	23%
COUNTY ADMINISTRATION	142,369.00	53,462.37	38%
COUNTY CORE SERVICES	36,800.00	3,730.90	10%
REGIONAL CORE SERVICES	10,000.00	1,629.30	16%
CHILD SUPPORT SERVICES	64,500.00	20,137.37	31%
LOW ENERGY ASSISTANCE PROGRAM (LEAP)	65,000.00	7,974.17	12%
OLD AGE PENSION (OAP)	12,000.00	759.98	6%
AID TO NEEDY DISABLED (AND)	10,000.00	235.81	2%
GENERAL ASSISTANCE (GA)	10,000.00	1,414.17	14%
GRANTS/INCENTIVES RECEIVED	10,000.00	1,388.40	14%
EMPLOYMENT 1ST	625,000.00	91,761.38	15%
FOOD ASSISTANCE BENEFITS (SNAP)	10,000.00	34.01	0%
COUNTY FUNDED GRANTS	60,000.00	35,713.94	60%
TOTAL BUDGETED EXPENDITURES	1,466,669.00	304,524.50	21%

SAN MIGUEL COUNTY BOARD OF SOCIAL SERVICES
CASELOAD REPORT 2015

	T.A.N.F.	DIVER- SION	O.A.P + HCA	AND,SSI +SSA	HCBS	MAGI*	LEAP	CHILD CARE	F.S.	GA etc	BUY IN	TOTAL
January	3	0	11	147	22	516	86	5	222	1	8	1021
February	2	0	10	147	24	565	90	5	227	0	10	1080
March	6	0	11	159	26	654	97	5	229	0	10	1197
April	6	0	12	169	24	725	110	5	233	0	10	1294
May	5	0	12	168	24	765	0	5	223	1	14	1217
June	3	0	13	173	20	782	0	7	214	0	14	1226
July	4	0	12	166	20	806	0	7	196	1	14	1226
August	5	0	11	172	22	811	0	7	194	1	12	1235
September	6	0	12	165	22	826	0	7	189	1	12	1240
October	7	0	11	171	22	799	0	7	207	0	8	1232
November	8	0	12	92	11	743	41	7	205	3	3	1125
December	8	0	10	92	12	774	60	7	202	1	3	1169
January 2015	8	0	10	86	10	811	75	7	209	0	3	1219
February 2015	6	0	10	90	10	826	80	7	204	0	2	1235
March 2015	5	0	10	96	10	838	94	8	202	0	2	1265

DEPARTMENT OF SOCIAL SERVICES

SAN MIGUEL COUNTY
PO BOX 96
TELLURIDE, CO 81435
Phone (970) 728-4411
Fax (970) 728-4412



MEMO

Date: April 15, 2015

To: BOCC
Lynn Black
Stefani

From: Carol Friedrich

Subject: Position Replacement Request

Marie McCloskey has informed me that she intends to retire from her position as Case Manager in mid-April or early May 2015. I would like to request permission from the Board of County Commissioners to fill the vacancy due to the critical nature of the job. Our office simply could not function without a full-time Case Manager determining and approving financial and medical benefits, including the Child Care Assistance Program and Non-Emergent Medicaid Transportation for San Miguel County clients. In fact, due to the need for office coverage on Fridays and back-up support for the other Case Manager, I would like to request permission to fill the vacancy at 40 hours per week instead of the current staffing level of 35 hours per week. I have discussed the budgetary impact of this increase with the County Administrator and believe this to be fiscally sound request with no impact to the DSS fund balance.

With the Board's permission, I will work with Lynn and Stefani to fill the position in a timely and seamless manner so that the transition has a minimum effect on our clients.

Memorandum

TO: BOCC
From: Linda Luther-Broderick, OSR Coordinator
Date: April 22, 2015
RE: Policy Waiver for 4H Archery Club

Fairgrounds management & OSR staff requests a waiver of the Prohibition of Deadly Weapons on County Property, Section 4.5.1 County Facilities/Vehicles Weapons Policy, San Miguel County Administrative Policy Manual to allow the San Miguel Basin 4H Archery Club under the leadership of Ken Henson to target practice on the northwest end of the fairgrounds (see attached map). Practice begins in April and will continue once weekly for 2 hours throughout the year.

Target consists of 4'x4'x2' "bales" comprised of thick monofill fiber. Targets will be set up facing west, with archers shooting east. An adequate pile of fill dirt will be located directly behind targets.

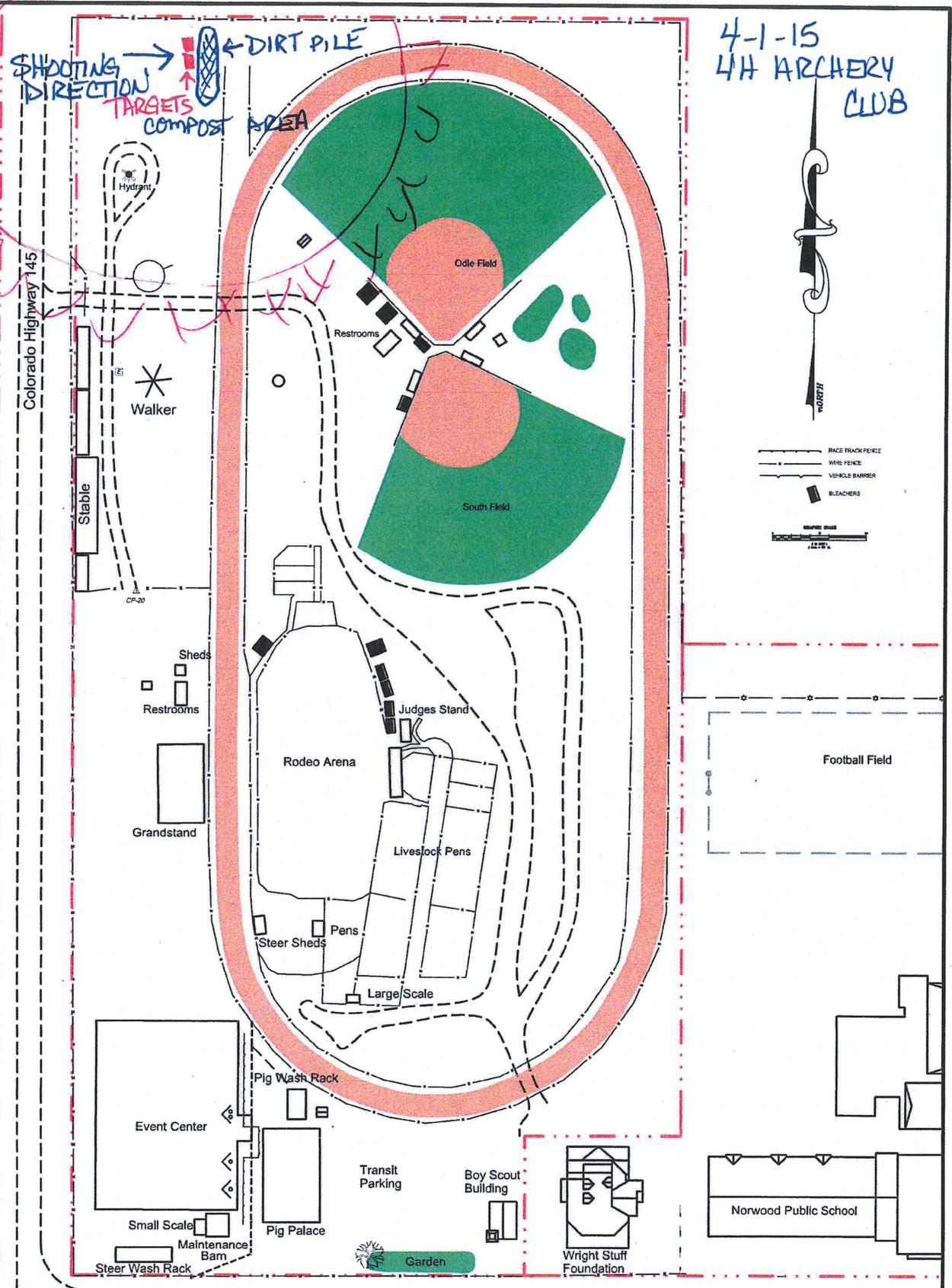
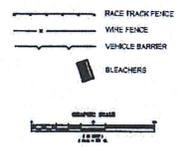
The option of using the county gravel pit was considered. However practice at the fairgrounds will provide more exposure for the club and enhance recruiting new members.

Suggested Motion to waive the Prohibition of Firearms and Deadly Weapons on County Property to allow the San Miguel Basin 4H Archery Club to practice at the county fairgrounds. Waiver to be conditionally perpetual subject to annual review by fairgrounds management/OSR staff.

4-1-15
4H ARCHERY CLUB

SHOOTING DIRECTION →
↑ TARGETS
← DIRT PILE
COMPOST AREA

Colorado Highway 145



SAN MIGUEL COUNTY FAIRGROUNDS NORWOOD COLORADO

MEMORANDUM

TO: BOCC

From: Linda Luther-Broderick, OSR Coordinator

Date: April 22, 2015

RE: Ratification of Agreement for Services with David Foley, Backcountry Surveying

At the April 1, 2015 meeting the BOCC authorized an Agreement for Services with Foley to survey the Rio Grande Southern Rail Road Right of Way (RGSRRROW) in Ilium Valley between the Coal Chutes and CR 63J for \$6,500, pending preparation of the contract. The purpose is to determine county ownership in order to improve the trail to the Coal Chutes.

Suggested Motion to ratify the agreement for services with David Foley to survey the RGSRRROW in an amount not to exceed \$6,500.

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: Survey RGS RR ROW in Ilium Valley

LOCATION: From Vance Junction southerly to CR 63J

San Miguel County wishes to engage the services of an independent contractor. The undersigned contractor has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. The undersigned contractor has read and agrees to the terms and conditions stated herein.

Be it agreed as follows:

1. Contractor agrees to perform the following services for San Miguel County:

See Exhibit A
2. San Miguel County agrees to pay \$6,500.00. Total amount is not to exceed \$6,500.00.

Invoices must be approved by Linda Luther-Broderick, OSR Coordinator .

Invoices must be submitted to and approved by the appropriate County official (see above) and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office prior to the 1st day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

3. **INDEPENDENT CONTRACTOR**. Unless otherwise specified in writing, contractor shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. The contractor has the authority to control and direct the details of the work; San Miguel County is interested only in the results. Contractor shall pay all required employment taxes, including all federal and state income taxes on all monies paid pursuant to this Agreement. The contractor shall have no authorization; either express or implied, to make any commitments on behalf of the County. The services as defined herein are subject to San Miguel County's right of inspection and approval. The contractor agrees to comply with all federal, state and municipal laws, rules, regulations and safety procedures that are or may be applicable to the work performed.
4. **WORK PERFORMED AT CONTRACTOR'S RISK**. Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at contractor's risk. Contractor shall be responsible for any damage or loss to San Miguel County property, and for any loss or damage to materials, tools or other articles used or held for use in connection with the work performed.

5. **INSURANCE TO BE SECURED BY CONTRACTOR.** Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement. The County does not intend to waive, by any provision of this Agreement, any rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S.
6. **INDEMNIFICATION.** Contractor agrees to indemnify, release, save and hold harmless San Miguel County, its officials, employees and agents, from and against all liability of loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Agreement. If any arrangement, however informal and of whatever duration, is made whereby employees of San Miguel County are used by contractor, they shall, while engaged in such work, be considered employees of contractor, regardless of who may be paying them at the time. Contractor shall indemnify San Miguel County against any and all liability, loss, cost, damage or expense, by reason of any act or omission of any such employee while such employee is being used by the contractor.
7. **PROFESSIONAL SERVICES AGREEMENT. THIS PROVISION ONLY APPLIES TO AGREEMENTS FOR PROFESSIONAL SERVICES.** The parties agree that contractor is a professional person, and that the relationship created by this contract is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Contractor may practice his profession for others during periods of time when he is not performing work under this Agreement for San Miguel County. San Miguel County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the contractor performs.
8. **TERM OF AGREEMENT.** The term of this Agreement is from April 1, 2015 to June 30, 2015. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**
 - A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public Agreement for services.

- B. Contractor hereby agrees and certifies that during the term of this Agreement it shall not:
 - (I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or,
 - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public Agreement for services.
 - C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement for services, through participation in either the E-Verify Program or the Department Program.
 - D. The contractor is hereby prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public Agreement for services is being performed.
 - E. If the contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the contractor is required to:
 - (I) Notify the subcontractor and San Miguel County within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - (II) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (E.I.) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - F. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - G. If contractor violates a provision of the public contract for services required pursuant to §8-17.5-102(2), C.R.S., San Miguel County may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the contractor shall be liable for actual and consequential damages to San Miguel County.
 - H. If contractor is a natural person over eighteen years of age, a condition precedent to the County's execution of this Agreement is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This Agreement shall not become legally effective until and unless the County has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.
11. **MISCELLANEOUS.** Contractor shall not assign its rights, or delegate its obligations, under this Agreement without the County's prior written consent. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally

void, or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement.

Reviewed by:
County Attorney's Office

_____ Date _____

San Miguel County, Colorado

Date signed _____

By _____

Title _____

Employer ID #: 84-6000806

Contractor:
J. David Foley, Backcountry Surveying, Inc.

Address: POB 825, Ophir, CO 81426

Phone Number: (970) 728-9998

Date signed 4-07-15

J. David Foley
Signature

Additional Forms Required:

- W-9
- Affidavit of Lawful Presence
- Certificate of Insurance

Exhibit A

J. David Foley
Backcountry Surveying, Inc.
P. O. Box 825, Ophir, CO 81426
970-728-9998
surveyfoley@gmail.com

Rich Hamilton
San Miguel County Open Space and Recreation Dept.

March 23, 2015

Re: Railroad right-of-way near Camp Ilium – Agreement for Services

Rich,

Here are suggested provisions for the Agreement for Services:

PROJECT: Survey of the rights-of-way of the Rio Grande Southern railroad from Vance Junction southerly to County Road 63J

LOCATION: Ilium valley near intersection of County Roads 63L and 63J

1. Contractor agrees to perform the following services for San Miguel County:
 - A. Locate the centerline of the two rights-of-way for the Rio Grande Southern Railroad from a point where the two centerlines split at Vance Junction southerly until the two centerlines intersect the existing County Road 63J, including the wye near Camp Ilium.
 - B. Stakeout the rights-of-way for each of the centerlines with 8" spikes set in the ground at each point of curvature and at intervisible points in between the points of curvature. A 36" metal fence stay will be placed alongside each spike. Approximately 80 stakes to be set.
 - C. Prepare a plat map that documents the stakeout of the rights-of-way and the evidence used for determination of the centerlines. Plat map to be filed in the County Surveyor's land survey plats.

2. San Miguel County agrees to pay hourly rates indicated on Exhibit A. Total amount not to exceed \$6500.00 plus reimbursable costs. Reimbursable costs include filing fee for County Surveyor's plats and fence stays.

8. Term of Agreement: The term of this Agreement is from April 1, 2015 to June 30, 2015.

J. David Foley
Backcountry Surveying, Inc.
P. O. Box 825, Ophir, CO 81426
970-728-9998
surveyfoley@gmail.com

2015 RATE SCHEDULE

3-Man Survey Crew	\$200/Hour
2-Man Survey Crew	\$170/Hour
1-Man Survey Crew	\$140/Hour
AutoCad Drafting	\$100/Hour
Professional Land Surveyor	\$140/Hour
Vehicle Mileage	\$0.75/mile
Map Copies:	
Paper	\$ 5.00 each
Mylar	\$10.00 each

AFFIDAVIT - §24-76.5-103, C.R.S. (H.B. 06S-1023)
CONCERNING ELIGIBILITY TO CONTRACT WITH
SAN MIGUEL COUNTY, COLORADO

I, J. DAVID FOLEY, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a legal Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by Colorado law because I, as a sole proprietor, have entered into a contract with, or applied for a license from, San Miguel County. Contract or License for purposes of this Affidavit shall have the same meaning as set forth in 8 U.S.C §1621. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CONTRACTOR (Sole Proprietor)

J. David Foley
Signature

4-07-15
Date

J. DAVID FOLEY
Name (Please Print)

Social Security Number

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above BACKCOUNTRY SURVEYING INC.	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) PO BOX 825	Requester's name and address (optional)
City, state, and ZIP code OPHIR CO 81426	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
4	5	-	3	8	3	2	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	<i>J. David Polyz</i> PRESIDENT	Date ▶	4/07/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



REVISED BINDER

From: Barbara Jaski Date: 03/20/2015
 Agency: Van Gilder Agency Co. -- Colorado
 Firm: Backcountry Surveying, Inc.
 Street Address: 48 Marmot Way
 Mailing Address: P.O. Box 825
 City/State/Zip: Ophir, CO 81426
 Telephone: 970-728-9998

Years with XL Prof. & DPIC: 7
 Underwriter: Megan Rainsford
 To be issued in: Phoenix
 App. Type: New Application Renewal
 Policy Term: 1 Year
 Effective Date: 03/09/2015
 Expiration Date: 03/09/2016
 Environ. Policy: Yes No
 XLDP Customer Number: CX01
 Issuing Company: XL Specialty Insurance Company
 Primary Policy #: DPS 9723331

PROFESSIONAL LIABILITY LIMIT

Per Claim Limit	Aggregate Limit	Per Claim Deductible	Aggregate Deductible	Annual Premium
\$1,000,000	\$1,000,000	\$0	N/A	\$2,990
Specific Job Excess Premium:				\$0
SJX Years: SJX Limits:				
Project-Specific Retro:				\$0

Special Coverage:	\$0
Other Special Coverage:	\$0
PREMIUM TOTAL	\$2,990

CREDITS (Not included in above premium)

Education Program:	Other	
"Other" Program:	Loss Prevention Through Better Communications	
Education Credit:	10%	-\$299
Lim. of Liability Credit:	%	\$0
LOL Usage%:	%	

Special Provisions:	KY CIGA	KY State Tax	KY Muni Tax	Other:
\$ Amount:	\$ 0	\$ 0	\$ 0	\$ 0
KY Muni Tax%:	%			

TAXES SUBTOTAL	\$0
TOTAL	\$2,691

Coverage Conditions**Retroactive Dates:**

Coverage A: 01/01/2008 FPA (Full Prior Acts)
 Coverage B: 01/01/2008
 Coverage C: 01/01/2008

Anniversary Date: 02/11/2008

Excluded

Claims:

Named

Insureds: J. David Foley

Excluded Entity:

- None
- IXI 400 / AEC172 Countersignature
- LDD411 / AEC147 Dollar One Defense
- LDD406 / AEC134 Individual Notice of Cancellation
- LDD416 / AEC160 Professional Liability Education Program Credits (PLEP)
- LDD417 / AEC161 Limitation of Liability Credit Program (LOL)
- LDD419 / AEC169 Project Specific Retroactive Date
- LDD431 / PLP/PELP102 Project Excess Endorsement
- LDD622 / PLP/PELP129 Specific Project Exclusion

Endorsements:
(non-mandatory)

For all policies with deductible greater than zero, Dollar One Defense endorsement is included.

New Insured Email Renewal Business Email Returning Business Email

Comments/Notes:

REVISED BINDER ISSUED TO INCLUDE PLEP CREDIT!!

Thank you!

Bound per Instructions from:

Requested To Bind Date: 03/12/2015

This agreement is subject to the conditions outlined in the quotation plus amendments, if any.

Megan Rainsford



MEMO

To:	Board of County Commissioners
CC:	Lynn Black, Ramona Rummel, John Huebner
From:	Jennifer Dinsmore, Emergency Management Coordinator
Date:	April 15, 2015
Re:	Homeland Security Grant Application Signature 2014

The West All Hazard Emergency Management Region Executive Board (WAHEMR) requests that San Miguel County Board of Commissioners sign the attached application for the Homeland Security Grant for 2014. The contract has been executed (14SHSWR1); however, signatures on the application were overlooked back in April of 2014 but they are needed.

The intent of the Homeland Security Grant is to improve the capabilities of citizens, local governments and first response agencies and in preparing for, responding to, and recovering from disasters.

The award amount for 2014 was \$187,204. Projects are proposed by individual agencies/jurisdictions, predicated on previously completed risk based capability/needs assessments. We have already begun expenditures on this grant.

As with all Homeland Security Grants, San Miguel County is able to submit for 5% cost recovery for management and administration (M&A) of the grant, per grant year. This amounts to \$9360 dollars for San Miguel County for the 2014 grant.

Should you have any questions, please let me know. You can reach me on my cell at 596-3100 or via email at jenniferd@sanmiguelcounty.org.

Regards,

A handwritten signature in black ink that reads "Jennifer Dinsmore".

Jennifer Dinsmore
Emergency Management Coordinator

STATE OF COLORADO
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT



2014 HOMELAND SECURITY GRANT PROGRAM APPLICATION

SECTION A: APPLICANT INFORMATION

1. Select Grant Program

2. Region

3. FEIN #

4. Applicant Agency

5. Address

City

State

Zip

6. Total funds requested

*** DRAFT Application Is Due by 5/5/2014 COB (electronic copy only) ***

*** FINAL Application Is Due by 5/12/2014 12:00 noon ***

(Submit one signed original application and an electronic version of your application)

Submit to:

Ezzie Michaels

ezzie.michaels@state.co.us

720.852.6607

Division of Homeland Security and Emergency Management

9195 E. Mineral Avenue, Suite 200

Centennial, CO 80112-3549

2014 HOMELAND SECURITY GRANT PROGRAM APPLICATION

SECTION B: SIGNATURE PAGE

The Subgrantee and responsible signatories certify by signing that they have read the Application including the Grant Requirements, and are fully cognizant of their duties and responsibilities for this grant and will comply with, and follow, all requirements established in the FEMA and DHSEM Grant Management Guides. The Subgrantee understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein.

1. Authorized Official

Name	JOAN MAY			
Title	CHAIRPERSON, BOCC			
Agency	SAN MIGUEL COUNTY			
Mailing Address	PO BOX 1170			
City	TELLURIDE	State	CO	Zip Code 81435
Telephone #	9707283844			
Email Address	OHNH@SANMIGUELCOUNTY.ORG			
Signature		Date		

2. Fiscal Agent (Financial Officer)

Name	RAMONA RUMMEL			
Title	FINANCE MANAGER			
Agency	SAN MIGUEL COUNTY			
Mailing Address	PO BOX 486			
City	TELLURIDE	State	CO	Zip Code 81423
Telephone #				
Email Address				
Signature		Date		

3. Regional Coordinator

Name	JENNIFER DINSMORE			
Title	INTERIM COORDINATOR			
Agency	MIGUEL COUNTY SHERIFF'S OFFICE			
Mailing Address	684 CR 63L			
City	Telluride	State	CO	Zip Code 81435
Telephone #	970-596-310C			
Email Address	JFERD@SANMIGUELCOUNTY.ORG			
Signature		Date		

4. Chair of Regional Board of Directors

Name	Jennifer Dinsmore			
Title	Chairperson			
Agency	San Miguel Sheriff's office			
Mailing Address	684 CR 63L			
City	Telluride	State	CO	Zip Code 81435
Telephone #	970-596-310C			
Email Address	jenniferd@sanmiguelcounty.org			
Signature		Date	5/07/2014	

2014 HOMELAND SECURITY GRANT PROGRAM APPLICATION

SECTION C: CERTIFICATIONS

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
for Subgrants Issued By The
Division of Homeland Security and Emergency Management**

INSTRUCTIONS: Identify the person who is responsible for reporting civil rights and check the certification box that applies to your agency. The authorized person must sign this form

Subgrantee Name (Fiscal Agent or Applicant Agency)	SAN MIGUEL COUNTY
Address	333 W COLORADO AVE
	PO BOX 1170
	TELLURIDE, CO 81435
Authorized Official Name	RAMONA RUMMEL
Phone Number	970-327-4885
Name of Authorized Official for reporting civil rights findings of discrimination	STEFANI CONLEY
Phone Number	970-369-5471

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF SUBGRANT RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

> I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

> I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit violation(s), if any, to the Division of Homeland Security and Emergency Management within 45 days of such violation(s), and/or if the violation(s) occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check one appropriate box (A, B, C1 or C2 below) that applies to this subgrantee agency during the period of the grant duration noted above.

<input type="checkbox"/>	CERTIFICATION “A” (NO EEOP IS REQUIRED if (1), (2) or (3) below applies.) This is the Certification that most non-profits and small agencies will use. More than one may apply.
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This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Office of Domestic Preparedness over an 18-month period that includes the above grant duration period, and

___(1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

___(2) has fewer than 50 employees; and/or

___(3) was awarded through this grant from the Division of Homeland Security and Emergency Management less than \$25,000 from the U.S. Office of Domestic Preparedness.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et seq.

<input checked="" type="checkbox"/>	CERTIFICATION “B” (EEOP MUST BE ON FILE)
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This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Division of Homeland Security and Emergency Management, more than \$25,000, but less than \$500,000 in federal U.S. Office of Domestic Preparedness. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Office of Domestic Preparedness over an 18-month period that includes the above grant duration period. Therefore, I hereby certify that the funded entity has formulated and Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E. that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the SAA as required by relevant laws and regulations.

<input type="checkbox"/>	CERTIFICATION “C1” (EEOP MUST BE ON FILE)
--------------------------	--

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Division of Homeland Security and Emergency Management, more than \$500,000 in federal U.S. Office of Domestic Preparedness, but, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Office of Domestic Preparedness over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, with the Homeland Security application, an EEOP or and EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

<input type="checkbox"/>	CERTIFICATION “C2” (EEOP MUST BE ON FILE)
--------------------------	--

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including this subgrant from the Division of Homeland Security and Emergency Management, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, with the Homeland Security application, an EEOP or an EEOP Short Form, which will include a section specifically analyzing the subgrantee (implementing) agency.

As the authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

	Date	
Authorized Official's Signature		
	Title	
Typed Name		

2014 HOMELAND SECURITY GRANT PROGRAM APPLICATION

SECTION D: REGIONAL OVERVIEW

Regional/Agency description and investment prioritization process:

The West All Hazards Region consists of six contiguous counties on the Western Slope of Colorado. Montrose, Delta, Gunnison, Hinsdale, Ouray, and San Miguel Counties are surrounded by mountain ranges and wilderness in all directions. Although geographically isolated, the abundant natural resources fuel the local economies through tourist-based activities. At times, the population of many of these towns doubles with a change in seasons. According to our regional Transportation Security Administration, our region (including the Grand Junction service area) can see over one million passengers annually.

Agriculture and collection/use of our natural resources (including natural gas, coal, and soon to be uranium) are the other main economic drivers for the region. The counties in the region span a large geographical area. To drive from one end of Montrose County to the other takes over 2 1/2 hours and can be treacherous. The County of Montrose (2008 population: est. 40,539) serves as the hub for the surrounding five counties and all the numerous communities therein.

Regional Coordination

The emergency managers/coordinators from each of the six counties make up the West All Hazard Emergency Management Region Board. The emergency managers rank grant funding requests for their respective counties in order of priority. Each ranked request is vetted by the Coordinator and/or Board Officers for eligibility and then is added to the grant funding request list for the region. Decisions are based on consensus and judged on the following: county priority, project impact (county or regional), increase in capability, cost to benefit analysis, sustainability and whether or not it has been requested previously. The application is then drafted based on our joint priorities and budget constraints.



**Division of Homeland Security and Emergency Management
2014 Homeland Security Grant Program**

PROJECT 1

1. Region:	West
2. Applicant Agency:	
3. Grant Program:	State Homeland Security Program (SHSP)

PROJECT NARRATIVE

4. Project Title:	Communication Equipment Needs
5. Brief project summary (this summary will be posted on the Office of Preparedness' web site) This project will purchase needed interoperable communications equipment. Counties are capable of and prepared to maintain the equipment received.	

STATE HOMELAND SECURITY STRATEGIC FRAMEWORK

6. Core Capabilities by Mission Area		
A. Mission Area		Response
B. Core Capability		Operational Communications
7. Goals and Strategies (identify at least 1 goal and 1 strategy in the State Homeland Security Strategic Framework supported by this investment)		
1. Goal		Goal2
A. Strategy		Strategy f - Ensure that sufficient resources are focused on individual, community, and business preparedness for All-Hazards incidents State of Colorado
B. Strategy		Strategy c - Bring together all sectors needed to create resilient Colorado Communities (Government, NGOs, private sector)
C. Strategy		
2. Goal (if applicable)		
A. Strategy		
B. Strategy		
C. Strategy		

8. Investment Justification	Investment Justification	Communications
This project will purchase needed interoperable communications equipment. Counties are capable of and prepared to maintain the equipment received.		

Applicant Region:	West	Agency:	
Grant Program:	State Homeland Security Program (SHSP)		
Project Number:	1	Project Type:	Baseline
Project Title:	Communication Equipment Needs		

Budget Summary		Total Project Request
	Planning	\$ -
	Organization	\$ -
	Equipment	\$ 175,834.00
	Training	\$ -
	Exercise	\$ -
	Total	\$ 175,834.00

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
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Solution Area: PLANNING									
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
1									\$ -
2									\$ -
3									\$ -
4									\$ -
Subtotal:									\$ -

Solution Area: ORGANIZATION									
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
Subtotal:									\$ -

Solution Area: EQUIPMENT									
1	Gunnison	800MHz Radio Portable	06CP-01-PORT	Yes	No	No	22.00	1,680.00	\$ 36,960.00
2	Gunnison	800MHz Radio Mobile	06CP-01-MOBL	Yes	No	No	17.00	1,784.00	\$ 30,328.00
3	Gunnison	Radio Shipping, Batteries, and Accessories	06CP-03-PRAC	Yes	No	No	1.00	1,050.00	\$ 1,050.00
4	Gunnison	VHF Radio Portable	06CP-01-PORT	No	No	No	25.00	1,800.00	\$ 45,000.00
5	Gunnison	VHF Radio Mobile	06CP-01-MOBL	No	No	No	4.00	2,100.00	\$ 8,400.00
6	Gunnison	VHF Pagers	13IT-00-ALRT	No	No	No	59.00	600.00	\$ 35,400.00
7	San Miguel	800MHz Radio Mobile	06CP-01-MOBL	No	No	No	9.00	1,784.00	\$ 16,056.00
8	San Miguel	800MHz Radio Batteries	06CP-03-PRAC	Yes	No	No	30.00	88.00	\$ 2,640.00
9									\$ -
10									\$ -
Subtotal:									\$ 175,834.00

Solution Area: TRAINING									
			DHS Course #						
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
Subtotal:									\$ -

Solution Area: EXERCISE									
1									\$ -
2									\$ -

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
3									\$ -
4									\$ -
5									\$ -
Subtotal:									\$ -



**Division of Homeland Security and Emergency Management
2014 Homeland Security Grant Program**

PROJECT 2

1. Region:	West
2. Applicant Agency:	
3. Grant Program:	State Homeland Security Program (SHSP)

PROJECT NARRATIVE

4. Project Title:	Planning
5. Brief project summary (this summary will be posted on the Office of Preparedness' web site)	This project will utilize funds to pay for activities related to grant management, project management and planning activities.

STATE HOMELAND SECURITY STRATEGIC FRAMEWORK

6. Core Capabilities by Mission Area	A. Mission Area	Prevention
	B. Core Capability	Planning
7. Goals and Strategies (identify at least 1 goal and 1 strategy in the State Homeland Security Strategic Framework supported by this investment)		
1. Goal	Goal2	
A. Strategy	Strategy a - Establish systems and methods that promote multijurisdictional prevention/protection activities	
B. Strategy		
C. Strategy		
2. Goal (if applicable)		
A. Strategy		
B. Strategy		
C. Strategy		

8. Investment Justification	Investment Justification	Planning
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The West All Hazard Emergency Management Region Board holds various planning committee meetings throughout the year. These funds would support these meetings. The Region also have representation on various statewide planning committees, such as CCNC, SIC and SAHAC. These funds would support personnel participating in these important collaboration partnerships.

Applicant Region: Agency:

Grant Program:

Project Number: Project Type:

Project Title:

Budget Summary

Total Project Request	
Planning	\$ 2,010.00
Organization	\$ -
Equipment	\$ -
Training	\$ -
Exercise	\$ -
Total	\$ 2,010.00

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
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Solution Area: PLANNING

1	All Counties	Regional planning expenses (may include supplies, operating and travel)		No	No	No	1.00	2,010.00	\$ 2,010.00
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
Subtotal:									\$ 2,010.00

Solution Area: ORGANIZATION

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
Subtotal:									\$ -

Solution Area: EQUIPMENT

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
Subtotal:									\$ -

Solution Area: TRAINING

			DHS Course #						
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
Subtotal:									\$ -

Solution Area: EXERCISE

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
Subtotal:									\$ -



**Division of Homeland Security and Emergency Management
2014 Homeland Security Grant Program**

M&A

1. Region/Agency:

3. Grant Program:

M&A NARRATIVE

4. Description of M&A for which funds are being requested

These funds will cover the cost of staff to assist with procurement, accounts payable, preparation of documents for reporting including reimbursement requests, overall financial management, meeting program audit requirements and office expenses.

Applicant Region:

Grant Program:

Project Number:

Maximum Allowable M&A \$ **9,360.00**

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	TOTALS
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Solution Area: Management and Administration

1	San Miguel	Personnel Salary and Benefit Reimbursement for Financial & Project Management Activities (includes audit)		No	No	Yes	1.0	\$ 9,360.00	\$ 9,360.00
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
SUBTOTAL:									\$ 9,360.00



Division of Homeland Security and Emergency Management 2014 Homeland Security Grant Program

Budget Summary

Region/Agency: West

Applicant Agency: 0

Grant Program: State Homeland Security Program (SHSP)

	Project Type	Planning	Organization	Equipment	Training	Exercise		Project Total	
Project 1	Baseline	\$ -	\$ -	\$ 175,834.00	\$ -	\$ -		\$ 175,834.00	
Project 2	Baseline	\$ 2,010.00	\$ -	\$ -	\$ -	\$ -		\$ 2,010.00	
Project 3	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Project 4	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Project 5	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Project 6	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Project 7	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Project 8	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Project 9	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Project 10	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	total	\$ 2,010.00	\$ -	\$ 175,834.00	\$ -	\$ -			
							Total Projects	\$ 177,844.00	
		Allowable M&A	\$ 9,360.00					Total M&A	\$ 9,360.00
							Total Grant	\$ 187,204.00	

Subject: Waiver of Hiring Freeze

From: Phyllis Shaffer (phylliss@sanmiguelcounty.org)

To: johnh@sanmiguelcounty.org;

Cc: mikeh@sanmiguelcounty.org; ramonar@sanmiguelcounty.org;

Date: Thursday, April 16, 2015 9:47 AM

Due to a recent vacancy in the Road & Bridge Department, Mike would like to request a waiver of the hiring freeze to replace the employee as soon as possible. We are currently advertising for a previously approved position and would like to replace both positions if we receive qualified applicants.

There will be no additional budget impact by replacing two employees.

If it isn't too late, would you place this on the Board's April 22nd Agenda in Norwood?

*Thank you,
Phyllis Shaffer
Administrative Secretary
San Miguel County Road Department*

Memo

To: Board of County Commissioners
Lynn Black, Administrator

From: Jan Stout, Treasurer

Date: April 16, 2015

Re: Request for Replacement Employee

Ann Markuson, my deputy Treasurer and Public Trustee, has been with my office since December 2005 and has given her notice to terminate her employment at the end of May. Due to the volume of collections and other duties, this position is critical to the operation of my office. I respectfully request that the BOCC authorize her replacement.

Jan

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

VIA EMAIL TO: jschutz@fs.fed.us

April 3, 2015

Judy Schutz, District Ranger
USDA – Forest Service
Norwood Ranger District
1150 Forest
Norwood, CO 81423

Dear Judy:

Re: Telluride Via Ferrata – Proposed USDA FS Trail Permit/Easement

At its April 1, 2015 meeting the San Miguel County Board of Commissioners considered your agency's proposal to issue a private trail permit or easement to San Miguel County for that section of the Telluride Via Ferrata located on federal public lands under your agency's jurisdiction. The Board has reviewed the sample templates for a USDA FS Trail Permit/Easement that were attached to Dee Closson's March 23, 2015 email to Steven Zwick, with county staff. Copies of those documents were also forwarded to the county's liability insurance carrier, the Colorado Counties Casualty and Property Pool ("CAPP"), administered by County Technical Services, Inc., for its review.

The CAPP administration has advised the county that from its review of the proposed USDA FS Trail Permit and Easement templates that the county's liability insurance coverage available under the CAPP may not extend to certain liability exposures that the county would have under either the proposed trail permit or easement. It appears that certain terms and conditions contained in the USDA FS proposed templates, including, but not limited to the "Strict Liability" provisions required by FLPMA and the implementing regulations in 36 CFR Part 251, Subpart B – Special Uses, may result in liability exposures to the county for which it does not have appropriate insurance coverage through CAPP. Accordingly, the Board must decline your agency's proposal to provide the County with either a Trail Permit or Trail Easement under which the County would assume responsibility for managing the public's use of the Telluride Via Ferrata and the associated legal liabilities.

San Miguel County looks forward to working with your agency, as well as members of the climbing community to explore the feasibility of other alternatives under which the Telluride Via Ferrata would remain open to the public's use and enjoyment.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS



Joan May, Chair

Pc. Telluride Mountain Club
The Access Fund
Scott Armentrout, USDA FS GMUG Forest Supervisor
John Whitney, Sen. Michael Bennet's Office – Dgo.
Rep. Scott Tipton's Office – Dgo.
Town of Telluride

**COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
COUNTY VETERANS SERVICE OFFICERS - MONTHLY REPORT AND CERTIFICATION OF PAY**

COUNTY of SAN MIGUEL Month of MARCH 2015

SECTION I: GENERAL INFORMATION

Telephone Calls	4
Office (Public Contacts)	
Home Visits	
Outreach Visits (i.e. NH...)	
Community Events/Forums	

Correspondence Received	1
Correspondence Written	2
Information and Referral/Inquiries	
Other (i.e. VCAA Notice Response)	
State Benefit(s)	

Request for Medals	
Operation Recognition	

Request for Military Records & Corrections	
SF-180	
DD 149	
DD 293	
NA 13075	
Other ()	

Request for Medical Treatment Records	
21-4142	

SECTION II: NEW CLAIMS INITIATED

[Provide number of new claims initiated for current reporting month]

Appointed Representative:	
21-22	CVA
21-22	Other

Death Pension / Widows Pension	
21-534	
w/ Accrued Benefits	

Claims for SC Entitlement:	
21-526	(SC - New/)
21-4138	(SC - Informal Claim)
21-4138	(SC - New Issue)
21-4138	(SC - Reopen)
21-4138	(SC - Increase)
21-4138	(SC - Secondary/Aggravation)
21-4138	(SC - Reinstatement)
21-4138	(SC w/ IU)
21-8940	(IU)
21-4192	(IU - Employer)
21-4138	(SMC)
21-686c	

Request for VA Healthcare	
10-10 EZ	
10-10 EZ-R	
10-583	
10-10d	(CHAMPVA - Dependents)
10-7959a	(CHAMPVA)
10-7959C	(CHAMPVA - Insurance Cert)

Vocational Rehabilitation	
28-1900	CH 31
28-1900	(Independent Living Program)

Non Service Connected Pension:	
21-526	
21-527	
686c	
21-526/527 w/ A&A	
21-4138 (Reinstatement)	
EVR (Any)	
21-8416	
5655	

Educational Assistance Programs	
MGIB	CH 30
VEAP	CH 32
VN Era GI	CH 34
22-5490	CH 35
Sel Reservist NG	CH 1607
21-674	

Request for Waivers/Compromise:	
21-4138	
5655 (FSR)	

Miscellaneous Claims	
21-8678	(Clothing Allowance)
21-4502	(Auto Grant / Adaptive Equipment)
26-4555	(Housing Grant)
10-0103	(HISA Grant)
Medicaid Application Assistance	
SSA Application Assistance	
Other (Specify)	
Other (Specify)	
Other (Specify)	

Dependent Indemnity Compensation (DIC)	
21-534	
w/ Accrued Benefits	

SECTION II (Continued):

Burial Allowance	
21-530	
40-1330	
21-2008	

Claims for Insurance	
29-357	
29-4364	
29-336 (Designation of Beneficiary)	
21-4125 (Claim for Lump Sum Payment)	

VA Home Loan	
26-1880 (Certificate of Eligibility)	
26-1817	

Requests w/ VTF (Grant), # Vets Assisted	
Rental Assistance	
Utilities Assistance	
Prescription Assistance / Other Medical	
Food	
Transportation	
Clothing	
Other	

Homeless Veterans Claims Filed	
SC	
NSC	

Incarcerated Veterans	
21-4193 Release/Reinstatement	
21-4138 (Apportionment)	

Appeals	
NOD	
VA 9	

DRO Election	
Review	
Hearing	

SECTION III: CERTIFICATION BY COUNTY VETERANS SERVICE OFFICER

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of MARCH, 2015 from SAN MIGUEL County:

Salary	<u>200.00</u>
Expenses	_____
Office Space	_____
Telephone	_____
Office Supplies	_____
Travel	_____
Training Conference	_____
Other <u>DUES</u>	<u>25.00</u>
Other	_____
Total	<u>225.00</u>

Jr Botelho
 (Signature of County Veterans Service Officer)

April 1, 15
 (Date)

SECTION IV: CERTIFICATION BY COUNTY COMMISSIONER OR DESIGNEE

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report (CVA-26, revised 8/2011):

Jean May County Commissioner or Designee of
SAN MIGUEL County
4/2/15 Date

This certification, submitted monthly, properly signed and executed, will be considered as application for the monetary benefits to the County General Fund, in accordance with 28-5-804 (2002) Colorado Revised Statute.

This form is to be submitted by the 15th day of the following month. Mail to:

Colorado Division of Veterans Affairs
 Attention: Director Bill Conroy
 1355 S. Colorado Blvd., Suite 113, Bldg C
 Denver, CO 80222

CVA-26 (Revised 8/2011)

MEMORANDUM

TO: San Miguel County Board of Commissioners
FROM: San Miguel Planning Department Staff
RE: Cell Tower: Coonskin Ridge
DATE: April 22, 2015

[text/word/cell.tower.coonskin.ridge]

New Cingular Wireless PCS, LLC d/b/a/ AT&T, has submitted an application to the Town of Mountain Village on behalf of TSG Ski and Golf, LLC, owner of Active Open Space Tract OS49, to construct a new 100 foot high guyed cell tower on Coonskin Ridge approximately 20 feet from the existing 90 foot high guyed tower that has been on Coonskin Ridge for many years. The Town has referred this application to the County pursuant to the Stipulated Settlement Order between the Town of Mountain Village, Telluride Ski & Golf and the County that was entered into and recorded in September 1999. The provisions of the "Ridgeline Covenant", contained within the Settlement Order, in Section 10 Referral to County states that all applications to the Town Design Review Board Administrator for any construction on any of the "Ridgeline Lots and adjacent Active Open Space tracts shall be referred to the County Planning office for review". Notwithstanding this provision, the Town's approval of such applications will not be subject to County land use review or approval. The Town's approval of such an application shall not establish compliance with the Ridgeline Covenant for purposes of enforcement by the County. In the event the Town considers any development application which the County believes violates the Ridgeline Covenant, the County shall have the right to initiate legal action at its sole cost and expense to enforce the Ridgeline Covenant against the applicant and/or any parties with a legal interest in the property

The General Objective of the Ridgeline Covenant requires all improvements, including structures and lighting on the Ridgeline Properties to be constructed, operated, and maintained so that they shall not be visible from or extend into the View Plane as described within the Ridgeline Covenant and identified on several "Coonskin View Plane" drawings. The Ridgeline Covenant also includes a provision for applications to the Town Design Review Board for development on Ridgeline Lots or Open Space being referred to Town of Telluride. Any comments of the Town of Telluride on an application to the Town Design Review Board Administrator shall be advisory and not binding on the parties.

The current tower on Coonskin Ridge is an approximately 90 foot high guyed tower. The County Planning staff does not know when this tower was first erected on Coonskin Ridge or if any sort of County permit or approval was obtained for the existing tower. Based on information provided to the County Planning office in 2012 from the Town of Mountain Village, as part of their review of a request on behalf of the FAA to co-locate additional antennas and equipment on this existing tower, it is our understanding that San Miguel County, Telluride Ski and Golf Co., and KOTO all have antenna and equipment located on and in close proximity to this existing guyed tower. A Development Narrative prepared by Black & Veatch that was provided with the referral from the Town states that AT&T antennas are currently mounted to the top of the existing 90-ft. tall guy tower. AT&T's ground equipment is currently housed inside an existing equipment shelter (building) at the base of the tower. The existing tower on Coonskin Ridge is barely visible above the tree tops from the east side of the Town of Telluride but the height of the

tower is quite visible as seen driving along West Colorado Avenue (the Spur) from Eider Creek to the entrance to the Town of Telluride. The existing tower is highly visible from the stretch of the spur in and around Brown Homestead and the Shell station. The existing tower does not appear to be painted a color that reduces its visibility as seen from driving along the spur into the Town of Telluride.

AT&T states that they would like to implement much needed upgrades to its antennae at the site, including the replacement of older technology antennas with newer "LTE" (4G LTE signal strength) antennas. The proposed LTE upgrade will enhance AT&T's ability to meet customer demand for data and voice transmission allowing customers to make calls, transmit data, and utilize advanced phone applications without blockage or interruption of services.

AT&T performed a structural analysis of the existing tower last year. Their analysis concluded that the existing tower is at capacity. It does not have the ability to accommodate the increased loading associated with AT&T's proposed LTE upgrade at this site.

To accommodate the LTE upgrade AT&T is proposing to construct a new 100 ft. lattice, guyed tower, located approximately 20 feet from the existing tower. Their plan is to relocate the existing AT&T antennas & cables to the new tower. TSG's antennas and a number of broadcast antennas would remain on the existing tower. The new tower would be built to accommodate future collocation. Sheet C-3.1 in the AT&T application depicts the existing 90 foot tower on the right together with the proposed new tower on the left. Below are two alternatives presented by AT&T.

Alternative Option 1 (which the applicant has stated is less preferred):

Construct a new 90 ft. guy tower approximately 20 feet from the existing tower.

Relocate AT&T's equipment and upgrade to the new tower and make necessary AT&T upgrades. TSG's antennas and a number of broadcast antennas would remain on the existing tower. The new tower would be built to accommodate future collocation but there would be less space on this 90 ft. tower than a 100 ft. tower. There may not be adequate space for a collocator to find an acceptable antenna height.

Alternative Option 2:

Construct a new 100 ft. tower, located approximately 20 feet from the existing tower.

Relocate all antennas from the existing tower to the new tower, with the AT&T upgrade.

Remove the existing 90 ft. tower. The extra 10 ft. height will allow room for future collocation but will be crowded and there would be less space available for future collocation than if the existing tower is left in place.

The applicant doesn't provide any specific information concerning the number of potential collocations associated with the proposed heights and or the two alternatives nor does it demonstrate that the existing tower if it were to remain will be structurally capable of accommodating future collocation such as LTE upgrades.

The Application indicates that the Town would need to approve a variance to their height standards to permit this proposed 90 or 100 foot high tower to exceed the maximum allowed

height of 48 feet within Mountain Village. AT&T advises in their application to the Town that AT&T's antennas have operated at a height of 93 feet on the existing tower on Coonskin ridge for many years and a 93-foot high centerline height or higher needs to be maintained so that AT&T's antennas can adequately propagate signal over surrounding trees and topography and so that service quality to customers is not compromised. AT&T's application for a Variance states that the existing tower is out of compliance with the Town's height restriction. *The existing 90-foot tower pre-dates the incorporation of the Town of Mountain Village and as such is a pre-existing non-conforming use within the town. The existing tower also pre-dates the 1999 Stipulated Order and the Ridgeline Covenant.*

As part of County Planning staff's initial review comments we expressed a concern with statements in the 2-12-15 memo from Chris Hawkins to the TMV Council regarding the potential need for a red light or beacon on the proposed new 100-foot lattice, guyed tower. In response to this issue Mike McCreedy, on behalf of AT&T, advised that AT&T filed an application with the FAA to review potential impacts the new tower may have on aviation associated with the Telluride Regional Airport. It is anticipated that the FAA's timeframe for completing their review of this application is 45-90 days. Mr. McCreedy advised that AT&T's Compliance Department is confident that a red beacon will not be required on the proposed tower. He also stated that AT&T is willing to make it a condition of approval that a beacon will not be installed, i.e. if the FAA ends up requiring a beacon, the new tower will not be built.

While it is acknowledged that this proposed new tower on Coonskin Ridge is located within the Town of Mountain Village and is not subject to the County's LUC standards for Wireless Services I am providing information from the County LUC concerning Preferred, Disfavored and Prohibited towers and facilities.

- New towers that exceed 199 feet and/or are located so that the Facility is required to be lighted to comply with FAA requirements are prohibited. *It is Planning staff's opinion that a lighted or brightly painted stripped tower at this location would be in violation of the provisions of the Ridgeline Covenant.*
- Preferred new towers are to be less than 100 feet in height, are to be located far from Residential Areas that would not be highly visible from State Highways, neighboring developments and public use areas.
- Disfavored facilities include new towers located on a site within a Scenic Vista, Scenic View Plane or along a ridgeline so it is exposed to view from highway travelers or to Residential Areas, along a public trail, in a park or recreation area, **unless the facility blends in with the surrounding natural and human made environment. Disfavored facilities shall not be considered unless it is demonstrated that there is not a preferred facilities location available that will provide similar coverage.**
- When a new tower is proposed or necessary Stealth Facilities are the preferred facility followed by a self-supporting monopole, and then a Lattice tower. Guyed towers are considered to be a disfavored facility.

As part of our initial staff comments we asked if the applicant had considered a stealth tower and/or a monopole or something other than a guyed tower so that it is less visible from the designated Coonskin View plane and the Telluride Valley.

In a March 24, 2015 email Mike McCreedy, on behalf of AT&T explains the applicant's rationale for constructing a lattice, guyed tower asserting that there would be less impact on the ground and on the environment. Mr. McCreedy has also commented that if the FAA doesn't require the proposed tower to be painted a certain color, they can paint it whatever color they deem appropriate, such as gray or blue to blend in with the sky, or a green color to match the trees. He indicated that they could paint the antennas to match. *The Mercury Tower in Norwood was painted a Sherman Williams 2863 Powder Blue.*

At staffs request Mike McCreedy sent a courtesy letter to the Hillside, Brown Homestead and Eider Creek Home Owners Associations that included an overview of the proposed new tower, the applicants alternatives, a link to view the complete Proposed Development Plan with the Town of Mountain Village, and these courtesy notices identify the date and time that AT&T's application is to be considered by the Mountain Village Town Council. I have asked for a copy of the Town DRB and staff's recommendations that are to be presented to Town Council on Thursday, April 23, 2015. I am not that familiar with the TMV's LUC provisions pertaining to cell and communication towers.

SUMMARY

In reviewing this application there appears to be a legitimate need for a new tower to accommodate AT&T's proposed LTE upgrades to improve customer demand for data and voice transmission. The existing tower on Coonskin Ridge is fairly visible from the spur, the bike path, the Valley Floor and several residential subdivisions such as Eider Creek, Sunset Ridge, Hillside and Brown Homestead. The proposed new 100-foot lattice, guyed tower will extend into the "Coonskin Ridge View Plane" as identified in the Ridgeline Covenant and will also be fairly visible from the same locations where the existing tower can be seen. I am not aware if there are any other locations within the Town of Mountain Village where a less visible tower could be located that would provide similar cell and data service coverage.

I continue to encourage the applicant and the Town of Mountain Village to consider and explore the possibility of erecting a stealth tower that blends into the landscape if it can be designed for AT&T's antennas and can feasibly accommodate future collocation of other antennas.

If the existing tower is to be retained it is recommended that both the existing tower and existing antenna, as well as the proposed new tower and its antenna and or dishes be painted a non-reflective paint color to blend in with the surrounding natural environment to mitigate the visual impacts. It is my understanding Town staff is recommending that the towers and antenna be painted to match the surrounding tree color. Consideration might be given to painting both towers and antenna a blue-gray to blend into the skyline as seen from below the ridge.

It is also my understanding that Town staff is recommending that the new tower be designed to handle as much collocation as possible. I don't disagree with this recommendation but would suggest asking for additional information to help determine or understand how many additional antennas and/or carriers may practically or feasibly be accommodated on both the existing tower, which is proposed to remain, and the proposed new 100 foot tall tower as compared to a 90-foot tower.



COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item No. 13

TO: Town Council
FROM: Chris Hawkins, Director of Community Development
FOR: Meeting of February 19, 2015
DATE: February 12, 2015
RE: Conceptual Work Session to Discuss Conditional Use Permit for New Freestanding Antennas on Coonskin Ridge Located on OSP-49R

PROJECT GEOGRAPHY

Legal Description: Lot 49R
Address: NA
Applicant/Agent: New Cingular Wireless PCS, LLC d/b/a AT&T
Owner: TSG Ski and Golf, LLC
Zoning: Full Use Active Open Space
Existing Use: Telecommunications Antenna
Proposed Use: New Freestanding Antenna
Adjacent Land Uses:

- **North:** USFS
- **South:** The Ridge
- **East:** The Ridge
- **West:** Open Space

ATTACHMENTS

Exhibit A: Applicant Narrative and Conceptual Plans

RECORD DOCUMENTS

- Town of Mountain Village Community Development Code (as adopted March 2013)
- Town of Mountain Village Home Rule Charter (as amended on June 28, 2005)
- Design Review Application as maintained by the Community Development Department.

BACKGROUND

The current antenna on Coonskin Ridge, located by the Ridge was approved by San Miguel County prior to incorporation, with a height of approximately 90 feet. The current tower is maxed out and cannot support any additional equipment, so the applicant is proposing the new tower. The applicant is proposing a new tower as outlined in its narrative, with two options for consideration.

The installation of a new antenna triggers the need for a conditional use permit. In addition, the applicant would have to submit for a variance since the maximum height at the site that could be permitted is 48 feet.

Staff has some concerns over the 100 foot tower due to potential need for a red, blinking beacon. The Town of Telluride and San Miguel County may also have some visual impact concerns due to the Ridge Regulations of the CDC and an associated covenant that require a referral for formal development applications. Staff has referred the conceptual worksession to the Town of Telluride and San Miguel County with the goal to have comments by the meeting.

RECOMMENDATION

Staff recommends that the Council provide a general comments and direction on the proposal. As outlined in CDC Section 17.4.6.E, any comments or general direction by the Town Council shall not be considered binding or represent any promises, warranties, guarantees and/or approvals in any manner or form. A conceptual worksession shall not be construed as a comprehensive review of the proposal under discussion, and as such, additional issues and/or concerns will most likely arise as part of the formal development review process.



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Building a world of difference.®

DEVELOPMENT NARRATIVE

Project Location: Telluride Ski & Golf Property, Coonskin Mountain, near Ski Lift #7
(Granite Ridge Drive), Town of Mountain Village

AT&T Representative: Mike McCreedy, Independent Contractor of Black & Veatch,
on behalf of New Cingular Wireless PCS, LLC (a/k/a AT&T Mobility)

Project Description:

New Cingular Wireless PCS, LLC, a.k.a. AT&T Mobility (hereon referred to as "AT&T") operates an antenna facility at the above-referenced property. AT&T's antennas are currently mounted to the top of an existing 90-ft.-tall guy tower. AT&T's ground equipment is currently housed inside an existing equipment shelter at the base of the tower.

AT&T would like to implement much-needed upgrades to its antennas and equipment at the site, including the replacement of older technology antennas with newer technology "LTE" antennas. The proposed LTE upgrade will greatly enhance AT&T's ability to meet customer demand for data and voice transmission throughout the surrounding community (including the use of E-911 and other emergency services).

AT&T performed an extensive structural analysis of the existing tower last year. The analysis concluded that the existing tower is at capacity. It does not have the ability to accommodate the increased loading associated with AT&T's proposed LTE upgrade at the site.

Proposed Scope of Work:

To accommodate the LTE upgrade, AT&T is proposing the following:

- Construct a new 100-ft. guy tower, located approximately 20 feet from the existing tower.
- Relocate AT&T's antennas & cables from the existing tower over to the new tower.
- Make the necessary LTE upgrades to AT&T's antenna configuration (described later in this Project Narrative).
- TSG's antennas and a number of broadcast antennas would remain on the existing tower.
- The new tower would be built to accommodate future collocation. By relocating AT&T's antennas to the new tower, the existing tower would also have room for future collocation.

Alternative Option #1:

An acceptable (but less-preferred) option would consist of the following:

- Construct a new 90-ft. guy tower (instead of a 100-ft. guy tower), located approximately 20 feet from the existing tower.
- Relocate AT&T's antennas & cables from the existing tower over to the new tower.
- Make the necessary LTE upgrades to AT&T's antenna configuration on the new tower (described later in this Project Narrative).
- TSG's antennas and a number of broadcast antennas would remain on the existing tower.
- The new tower would be built to accommodate future collocation, but there would be less available space on this 90-ft. tower than if we built a 100' tower. It might be difficult for a collocator to find adequate space and an acceptable antenna height on the 90-ft. tower.

Alternative Option #2:

Another acceptable (but less preferred) option would consist of the following:

- Construct a new 100-ft. tower, located approximately 20 feet from the existing tower.
- Relocate all antennas from the existing tower over to the new tower (including AT&T's antennas, TSG's antennas and several broadcast antennas).
- Completely dismantle and remove the existing 90-ft. tower.
- Make the necessary LTE upgrades to AT&T's antenna configuration on the new tower (described later in this Project Narrative).
- Because the new tower would be 10' taller than the existing tower, there would be room on it for future co-location. But because the existing tower would be dismantled, TSG's antennas and the broadcast antennas would all be relocated to the new tower. Thus, the new tower would be crowded with antennas, and there would be less available space for future collocation than if we had left the existing tower in place.

Upon the completion of the Proposed Scope of Work (or Alternative Option #1 or Alternative Option #2), AT&T would then be able to complete the following LTE upgrades at the site:

- Remove three (3) existing 8' panel antennas;
- Remove three (3) existing TMA's (power booster devices that sit behind the antennas);
- Remove three (3) existing antenna mounting arms;
- Install three (3) new antenna mounting arms;
- Install six (6) new 8' LTE antennas; and sometime in the future, install six (6) more 8' LTE antennas;
- Install nine (9) new remote radio heads (auxiliary devices that sit behind the antennas); and sometime in the future, install fifteen (15) more remote radio heads;
- Install two (2) new surge suppressors (auxiliary devices that mount to the tower behind the antennas); and sometime in the future, install one (1) more surge suppressor;
- Install one (1) new 4'-diameter microwave dish (and associated mount, ice shield, and cable) at a dish centerline height of 70';
- Run four (4) new DC power trunks and two (2) new fiber trunks up the tower to the new antennas; and sometime in the future, run four (4) additional power trunks up the tower;
- Attach one (1) new GPS antenna on the new ice bridge running from the equipment shelter to the new tower;
- Various work inside AT&T's existing equipment shelter (including the removal and replacement of a battery rack, the removal and replacement of a power plant, the removal and replacement of various equipment racks, and the installation of some MW equipment).

Please see attached plans, which describes the Proposed Scope of Work in more detail.

Conditional Use Permit – Criteria for Decision:

- a) The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan. The existing telecom facility has been in operation on the subject property for several decades, and AT&T has been a user of the facility for many years. The proposed tower will be consistent with the existing use of the property as well as with the Comprehensive Plan.
- b) Because the proposed tower will be consistent with the current use of the subject property, the proposed conditional use will be in harmony and compatible with surrounding land uses and the neighborhood. The proposed tower will not create a substantial adverse impact on adjacent properties or on services and infrastructure. The general size and appearance of the proposed tower will be relatively similar to that of the existing tower,

except that it will be stronger, stouter and slightly taller. It will be able to accommodate the structural loading of the LTE antennas and equipment (a benefit to mobile phone users in the community). The proposed tower will also accommodate future collocation by other telecom providers (also a benefit to the community because it reduces the proliferation of towers in the area). The telecom facility has been in existence on this property since the 1960's, so the proposed tower will not be significant change to what is there now. From most vantage points, the existing tower is masked by trees and topography, as will the proposed tower. The proposed tower will not significantly change the overall appearance of the telecom facility.

- c) The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space. From a structural standpoint, the existing tower is already at capacity, and any increase in the loading of the tower would be unsafe. By constructing a newer stronger tower, some much needed LTE upgrades can be made to the telecom facility without compromising safety.
- d) The design, development and operation of the proposed conditional use shall not have a significant adverse effect to the surrounding property owners and uses. As mentioned above, the existing telecom facility has been in existence for nearly 50 years. The proposed improvements to the site will not significantly alter the appearance, traffic or noise experienced by surrounding property owners. And the proposed modifications will benefit the surrounding community by greatly improving mobile phone service (including E-911 and other emergency services).
- e) The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town. And the proposed modifications will benefit the Town by improving service to mobile phone users (including E-911 and other emergency services).
- f) The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use. There is already an access road cut to the existing telecom facility. There is also power and Telco servicing the site. By utilizing an existing telecom facility, we eliminate the need to cut a new access road or run new utilities. Also, because the proposed tower will generally be the same relative size and appearance as the existing tower, visual impact will be minimized.
- g) The design, development and operation of the proposed conditional use shall provide adequate infrastructure. Road access and utilities are already available at the site. And the proposed tower will provide adequate structural capacity for new technology to be implemented. The proposed tower will also accommodate collocation.
- h) The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source.
- i) Because of its height, the existing tower is out of compliance with the Town's regulations. The height of the proposed tower will also be out of compliance. We are requesting a height variance so that AT&T's antennas can maintain an adequate centerline, and thereby propagate signal over surrounding trees and topography. This will allow the site to provide quality service to mobile phone users in the area. Other than the height of the tower, the proposed variance meets all applicable Town regulations and standards.

Variance – Criteria for Decision:

- a) The strict enforcement of the CDC regulations would result in exceptional and undue hardship upon AT&T in the development of property lot because of special circumstances applicable to the lot. For many years, AT&T's antennas have been operating at a height of 93 feet on the existing tower at the subject site. A 93-ft. centerline height (or higher) needs to be maintained so that AT&T's antennas can adequately propagate signal over

surrounding trees and topography, thus providing adequate service to mobile phone users in the area. From a structural standpoint, the existing tower is already at capacity, and any increase in the loading on the tower would be unsafe. Thus, by constructing a new stronger tower, much-needed technological upgrades can be made to the telecom facility without compromising safety or service quality.

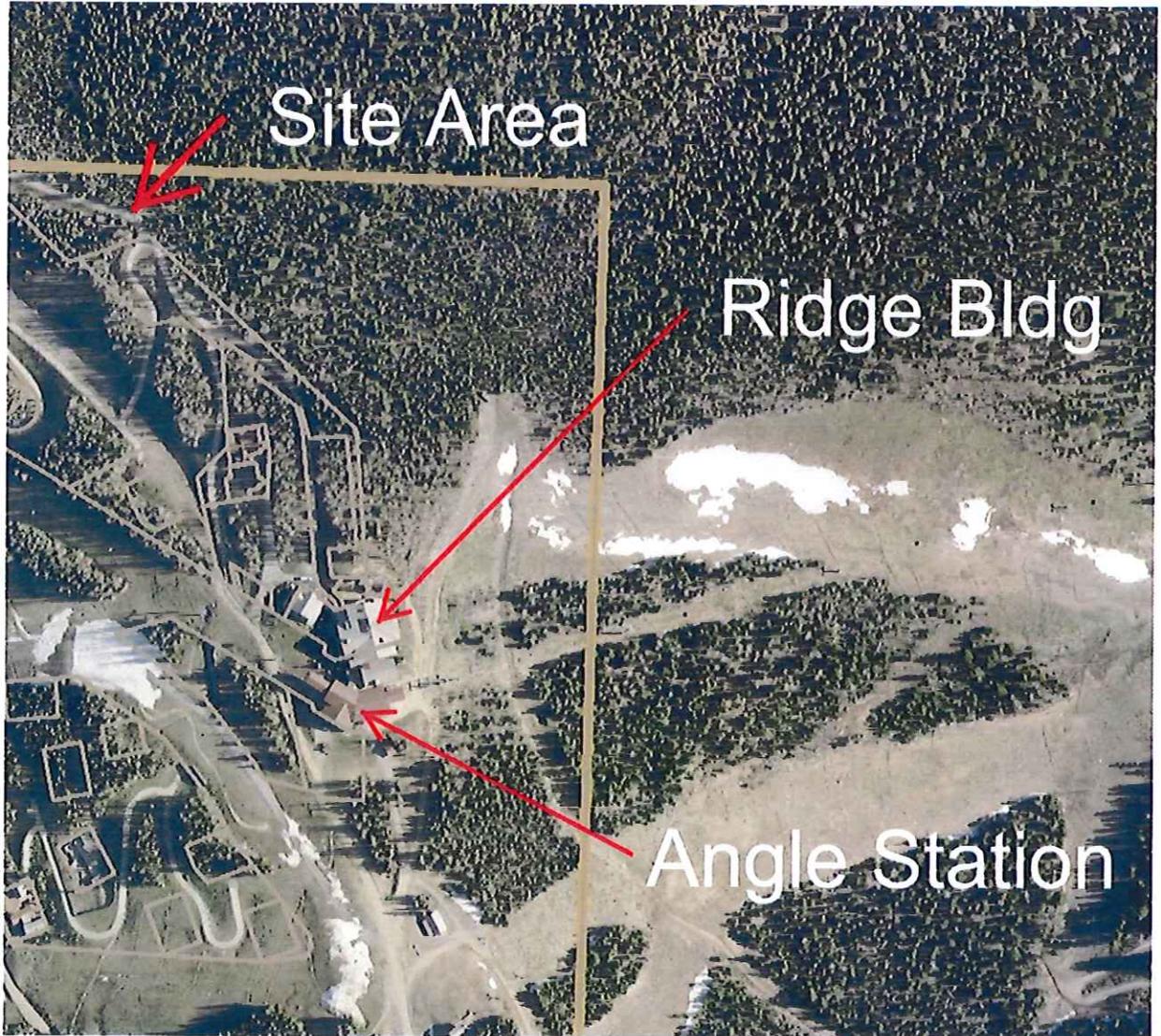
- b) The variance can be granted without substantial detriment to the public health, safety and welfare. The proposed tower will actually be an improvement to public safety and welfare. By constructing a newer stronger tower, some much needed LTE upgrades can be made to the telecom facility without compromising safety. Plus, we can greatly improve mobile phone service for people in the community (including E-911 and other emergency services).
- c) The variance can be granted without substantial impairment of the intent of the CDC. The proposed tower will be in conformance with the current use of the property. In addition, by locating the new tower within the existing telecom facility, we eliminating the need to develop a second telecom facility somewhere else in the community. In addition, Section 17.6.5 of the CDC requires that telecom sites be made available for the collocation of other telecom providers, thus reducing the proliferation of towers in the area. By constructing a newer stronger tower, we accommodate future collocation.
- d) Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners or other users of the subject property.
- e) Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use. The existing tower was able to accommodate the needs of the telecom users at the site for many years. But from a structural standpoint, the tower is not suitable for making technological upgrades. For AT&T to implement much needed LTE upgrades, and for the tower to accommodate future collocation, a newer stronger tower needs to be constructed.
- f) The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created.
- g) The variance is not solely based on economic hardship. It is instead based on the need to build a stronger tower that can structurally accommodate AT&T's technological upgrades and future collocation. AT&T must maintain the current 93-ft. centerline antenna height (or higher) so that its signal can propagate over surrounding trees and topography, and so that service quality to customers is not compromised.
- h) The existing tower is out of compliance with the Town's height restriction. The proposed tower will also be out of compliance. We are requesting a height variance so that the new tower can accommodate similar antenna heights as the existing tower. This will allow the antennas to adequately propagate over the surrounding trees and topography, and thus provide adequate signal to mobile phone users in the area. Other than the height of the tower, the proposed variance meets all applicable Town regulations and standards.

Conclusion:

AT&T respectfully requests the Town's approval of the proposed site modifications. If allowed to make the requested enhancements, AT&T will be able to greatly improve mobile phone service for people living, working and traveling in the surrounding community. The proposed upgrades to the antennas and radio equipment will allow the facility to employ advanced LTE technology, thus allowing phone users to make calls, transmit data, and utilize advanced phone applications without blockage or interruption of service.

If you have any questions or need further information, please contact Mike McCreedy, 303-332-1212, mike.mccreedy@comcast.net.

VICINITY MAP



Site Area

Ridge Bldg

Angle Station



at&t

PHOTOGRAPHIC SIMULATION



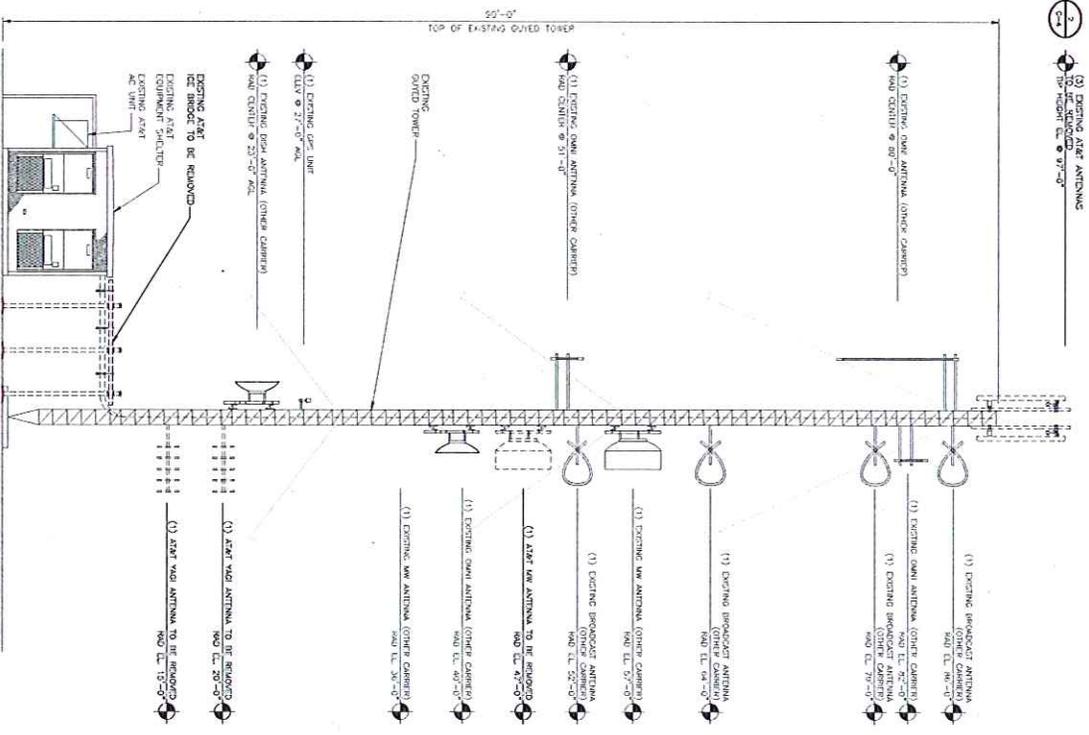
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Building a world of difference.



The included Photographic Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photographic Simulation(s) are subject to change.

PROPOSED WIRELESS COMMUNICATIONS FACILITY

SITE NUMBER:	COL06244
SITE NAME:	FAR COONSKIN
SITE ADDRESS:	GRANITE RIDGE DRIVE TELURIDE, CO 81435
DATE:	03/05/15
APPLICANT:	AT&T WIRELESS
CONTACT:	JEREMY MIRONAS BLACK & VEATCH (720) 834-4388



EXISTING SOUTHEAST ELEVATION

NOTES

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112



BLACK & VEATCH

304 INVERNESS WAY SOUTH
SUITE 400
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO: 12208/9623
DRAWN BY: BPS
CHECKED BY: DSM
T.L.D. LRS

NO.	DATE	DESCRIPTION
1	02/17/20	ISSUED FOR REVIEW

NOT TO BE USED FOR CONSTRUCTION

IF A VARIATION OF LINE FROM THE ORIGINAL PLANS IS NOT INDICATED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS DOCUMENT.

FAR COONSKIN
COLORADO
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
EXISTING
SITE ELEVATIONS

SHEET NUMBER
C-3

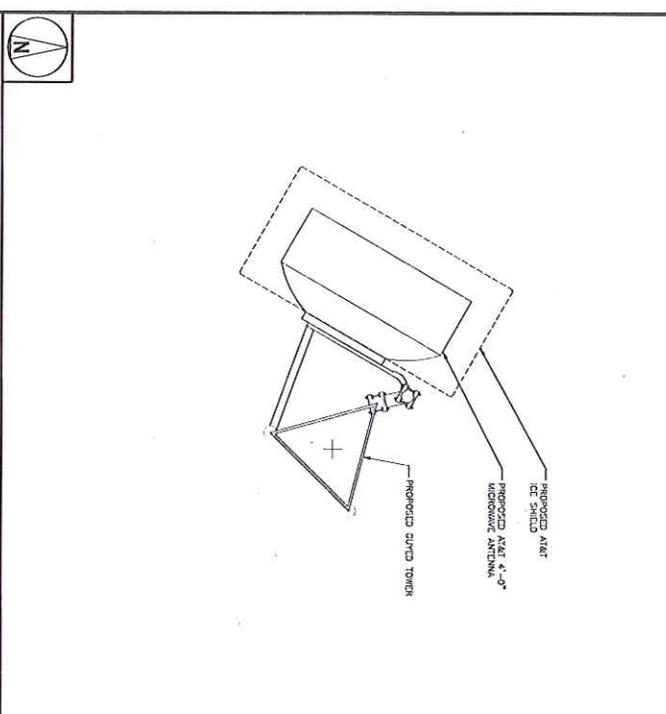


SECTOR	ANTENNA TYPE	TECHNOLOGY	TRANSMISSION CABLE		DC SUPPLIES REQUIRED	FIBER SUPPLIES REQUIRED
			QTY	TYPE		
A1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW	YES	YES
A2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
A3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
A4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
B1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW	YES	YES
B2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
B3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
B4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
C1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW	YES	YES
C2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
C3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
C4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW	YES	YES
NW	PROPOSED ANTENNA	MICROWAVE	1	SEE CHANGES BELOW EIP90-105	-	-

(1) PROPOSED DC POWER TRUNKS; (2) PROPOSED FIBER TRUNKS; (3) FUTURE DC POWER TRUNKS SUPPLY ALL LTE AND UMS ANTENNAS.

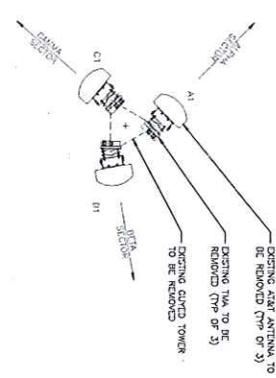
PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENT

NO SCALE 1



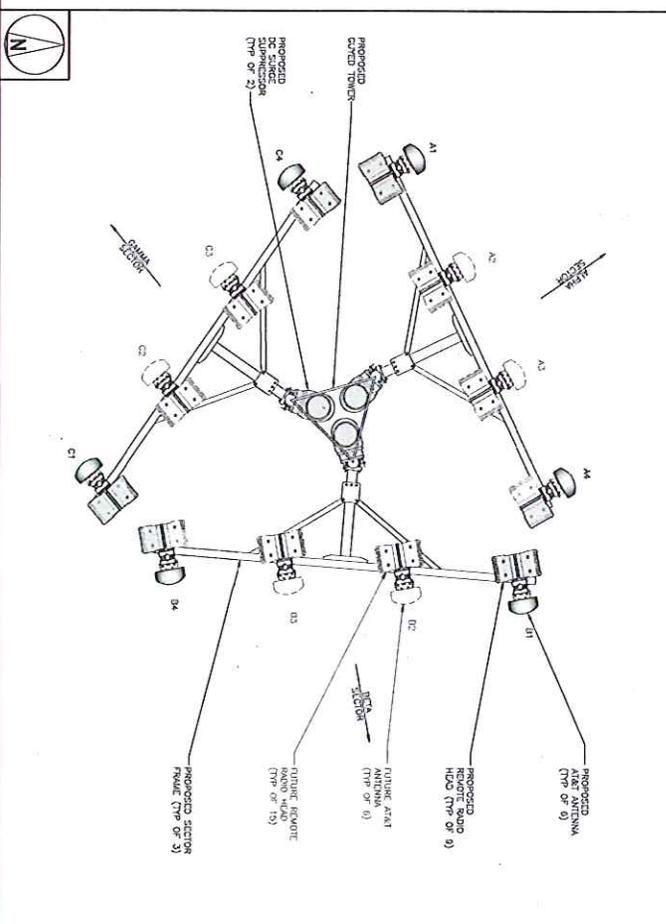
PROPOSED ANTENNA LAYOUT

NO SCALE 3



EXISTING ANTENNA LAYOUT

NO SCALE 2



PROPOSED ANTENNA LAYOUT

NO SCALE 4

NOTES
CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFP'S FOR ALL W/ DETAILS.



188 INVERNESS DRIVE WEST
ENCLWOOD, CO 80112



304 INVERNESS AVE SOUTH
SUITE 400
ENCLWOOD, COLORADO 80112

PROJECT/PHASE NO: 12209/8623
DRAWN BY: BRS
CHECKED BY: DMK
DATE: 1.86

NO.	DATE	DESCRIPTION
1	02/17/15	ISSUED FOR REVIEW

NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON OR COMPANY TO REPRODUCE OR TRANSMIT THIS INFORMATION IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BLACK & VEATCH.

FAR COONSKIN
COL08244
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
ANTENNA LAYOUTS

SHEET NUMBER
C-4

Subject: Re: Coonskin - Tower Area Photos
From: mike.mccreedy@comcast.net (mike.mccreedy@comcast.net)
To: miker@sanmiguelcounty.org;
Cc: mhaynes@telluride-co.gov; CHawkins@mtnvillage.org; karenh@sanmiguelcounty.org;
Date: Tuesday, March 24, 2015 9:38 AM

Mike,

I talked to our engineering team. The reason the existing structure (and the proposed structure) at this site are guyed towers (as opposed to monopoles) is because of the site conditions. The mountainous, rocky terrain on Coonskin Ridge would make it extremely difficult to build a monopole. The foundation for a 100' monopole would have to be very large (lots of excavation, lots of concrete). Dealing with the underground bedrock would be a challenge. The ground disturbance would be much greater than that of a guyed tower, and we would have to build the structure further away from the rest of the telecom site.

In addition, the access road leading up to the site has heated underground coils, and we are subject to weight restrictions when using this road. The equipment needed to excavate and build a monopole would be heavy. Based on past experience with St. Sophia Partners, it is doubtful they would allow us to use the access road for the type of equipment needed for a monopole.

Building a guyed tower is much less impactful on the ground and on the environment. The guy wires give the tower much of the support it needs, so the amount of excavation and the size of the foundation are much smaller. The tower itself is lighter (less steel). In addition, a guyed tower can be located closer to the existing structures on the site.

From an aesthetic standpoint, my opinion is that the guyed tower will blend in better because: a) the guy wires are virtually impossible to see from a distance, b) the guy tower is not as wide and massive as a monopole; and c) the guy tower is latticed (i.e. not solid steel) so it blends in better with the background.

I'm not saying it would be impossible to build a monopole at this site. But there would definitely be some significant challenges to overcome. Even if everyone was fine with the increased impact on the site, we would still need to convince St. Sophia Partners to allow us to drive heavier equipment up the road.

Mike McCreedy
303-332-1212

From: "Mike Rozycki" <miker@sanmiguelcounty.org>

To: "mike mccreedy" <mike.mccreedy@comcast.net>, "Michelle Haynes" <mhaynes@telluride-co.gov>
Cc: "Chris Hawkins" <CHawkins@mtnvillage.org>, "Karen Henderson" <karenh@sanmiguelcounty.org>
Sent: Tuesday, March 24, 2015 8:01:15 AM
Subject: Re: Coonskin - Tower Area Photos

I'm at home don't have the proposal with me re what happens with the existing tower or how much new stuff at&t or others are planning to hang on it but our county luc encourages or even requires stealth towers, i.e. put the antennae on an existing building or make it look like something other than a tower e.g. a spruce tree and the we prioritize tower type (monopole - lattice etc) based on location, visibility etc

mike rozycki

From: "mike.mccreedy@comcast.net" <mike.mccreedy@comcast.net>
To: Michelle Haynes <mhaynes@telluride-co.gov>
Cc: Chris Hawkins <CHawkins@mtnvillage.org>; Mike Rozycki <miker@sanmiguelcounty.org>; Karen Henderson <karenh@sanmiguelcounty.org>
Sent: Monday, March 23, 2015 10:39 PM
Subject: Re: Coonskin - Tower Area Photos

Michelle,

Sometimes, the FAA directs us to paint the tower a certain color. For example, the FAA may not require a red beacon, but they may require us to paint the tower red & white. AT&T's Compliance Department doesn't anticipate that the FAA will have any painting requirements, but we won't know until the FAA determination comes out in about a month or two.

If the FAA doesn't require us to paint the tower a certain color, we can paint it whatever color we deem appropriate. If we want it to blend in with the sky, a gray or blue color often works well. But if we want it to look like a tall tree, we might consider a green color. We can also paint the antennas to match.

Mike McCreedy
303-332-1212

From: "Michelle Haynes" <mhaynes@telluride-co.gov>
To: "Chris Hawkins" <CHawkins@mtnvillage.org>, "mike mccreedy" <mike.mccreedy@comcast.net>, "Mike Rozycki" <miker@sanmiguelcounty.org>
Cc: "Karen Henderson" <karenh@sanmiguelcounty.org>
Sent: Monday, March 23, 2015 11:43:39 AM

Subject: RE: Coonskin - Tower Area Photos

Chris:

Could you tell me if any means have been addressed to limit the visibility of the tower such as color or materials?

Michelle

From: Chris Hawkins [mailto:CHawkins@mtnvillage.org]
Sent: Monday, March 23, 2015 10:52 AM
To: mike.mccreedy@comcast.net; Mike Rozycki
Cc: Michelle Haynes; Karen Henderson
Subject: RE: Coonskin - Tower Area Photos

Thanks Mike. We need to schedule a site visit sometime this week or next. I am open anytime tomorrow or Wednesday after 10 am. Next week I am wide open anytime Monday, and Tuesday and Wednesday afternoons after 2 pm. My memo to the DRB will be completed by this Wednesday.

Please let me know when you want to conduct the site visit.

Thanks,

Chris Hawkins, AICP
Director of Community Development
Town of Mountain Village, CO
O: 970.369.8250
M: 970.417.6976
F: 970.728.4342

| [Email Signup](#) | [Website](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [Videos On Demand](#)

My office hours are Monday-Thursday from 7:00 am to 5:00 pm.
I am available by cell phone as needed.

From: mike.mccreedy@comcast.net [mailto:mike.mccreedy@comcast.net]
Sent: Monday, March 23, 2015 10:42 AM
To: Mike Rozycki
Cc: Chris Hawkins; Michelle Haynes; Karen Henderson
Subject: Re: Coonskin - Tower Area Photos

I followed up with AT&T's Compliance Department about the FAA/beacon issue. Here is the status:

AT&T filed an application with the FAA several weeks ago. Unfortunately, the standard timeframe for FAA review is 45 - 90 days. After about 60 days, if we haven't gotten an answer yet, we can expedite with the FAA and push for an answer. For now, we just need to wait for them to respond.

AT&T's Compliance Department is confident that a red beacon will not be required on the tower. They won't have 100% certainty until the FAA responds, but based on AT&T's own internal research, they do not see a problem. If San Miguel County, the Town of Telluride,

and/or the Town of Mountain Village have concerns about the red beacon, AT&T is willing to make it a condition of the approval that a beacon will not be installed. In other words, if the FAA ends up requiring a beacon, the new tower will not be built.

Mike McCreedy
(on behalf of AT&T)
303-332-1212

From: "Mike Rozycki" <miker@sanmiguelcounty.org>
To: "mike mcreedy" <mike.mccreedy@comcast.net>, "Chris Hawkins" <CHawkins@mntvillage.org>, "Michelle Haynes" <mhaynes@telluride-co.gov>, "Karen Henderson" <karenh@sanmiguelcounty.org>
Sent: Thursday, March 19, 2015 4:53:11 PM
Subject: Re: Coonskin - Tower Area Photos

I suggest we go ahead and schedule a time to meet on-site to go over the specifics of the proposal and then drive West Colorado Ave. and rely on the existing tower and photo simulations to try and determine the potential visual impacts associated with the proposed tower.

The existing tower is quite visible from the spur from Brown Homestead all the way into Town; not just the top of the tower but the entire length the tower. I'm concerned by the comment in Chris's 2-12-15 memo to TMV Town Council re the potential need for a red, blinking beacon ... has this been resolved? It is my understanding towers that are 199 feet in height are not required to be lighted ... I'm not certain if because this is on a ridge the FAA may have additional requirements. I would also suggest because of the relative proximity to the Telluride Regional Airport to make sure there aren't requirements for an FAA review of the potential impact or hazards associated with the installation of a new slightly taller tower at this location. I've attached some information re noticing the FAA concerning new installations that may impact flights coming in and out of the Airport.

I'm available most of next week with the exception of Wednesday morning the 25th

Mike Rozycki 728-3083

From: "mike.mccreedy@comcast.net" <mike.mccreedy@comcast.net>
To: Mike Rozycki <miker@sanmiguelcounty.org>; Chris Hawkins <CHawkins@mntvillage.org>; Michelle Haynes <mhaynes@telluride-co.gov>; Karen Henderson <karenh@sanmiguelcounty.org>
Sent: Thursday, March 19, 2015 8:22 AM
Subject: Re: Coonskin - Tower Area Photos

All,

The 100' height of the proposed tower will make it very difficult to do any type of a mock

tower. We've tried to do balloons at a mountain sites in the past, and the results were not good. You need perfect weather conditions. Even a slight breeze sends the balloon askew. The higher the balloon goes, the more it gets pushed off course. Accurately raising a balloon to a 100' height at the top of Coonskin Ridge would be a challenge....I'm not sure if it could be done in any kind of an accurate fashion.

I think the best "indicator" of the proposed tower height is the existing 90' tower at the site. The proposed tower is only 10' taller, and its proposed location is only 20' away from the existing tower. Thus, from any given vantage point, if you happen to be able to see the top of the existing 90' tower above the tree line, you will see slightly more of the proposed 100' tower. And if you can't see the top of the existing 90' tower, there's a pretty good chance you won't see the top of the 100' tower. I think the photosimulations we provided demonstrate this fact.

Thoughts?

Mike McCreedy
303-332-1212

From: "Mike Rozycki" <miker@sanmiguelcounty.org>
To: "Chris Hawkins" <CHawkins@mtnvillage.org>, "Michelle Haynes" <mhaynes@telluride-co.gov>
Cc: "mike mcreedy" <mike.mccreedy@comcast.net>, "Karen Henderson" <karenh@sanmiguelcounty.org>
Sent: Wednesday, March 18, 2015 3:46:54 PM
Subject: Re: Coonskin - Tower Area Photos

thanks ... I hadn't realize the height ... we did have Mercury Tower in Norwood use / float a big bright balloon and yes it was done in the morning

Mike

From: Chris Hawkins <CHawkins@mtnvillage.org>
To: Michelle Haynes <mhaynes@telluride-co.gov>; Mike Rozycki <miker@sanmiguelcounty.org>
Cc: "mike.mccreedy@comcast.net" <mike.mccreedy@comcast.net>; Karen Henderson <karenh@sanmiguelcounty.org>
Sent: Wednesday, March 18, 2015 3:17 PM
Subject: RE: Coonskin - Tower Area Photos

Michelle and Mike, I called the applicant today and indicated our desire for a site walk. He was wondering if either of you have seen story poles or other methods to illustrate the 110' tall height. I have seen a big red balloon used in calm conditions, which will be tough on the ridge unless early



Karen Henderson <karenh@sanmiguelcountyco.gov>

Re: AT&T Application - Proposed Telecom Tower - Coonskin Ridge

1 message

Karen Henderson <karenh@sanmiguelcounty.org>

Mon, Apr 6, 2015 at 8:56 AM

Reply-To: Karen Henderson <karenh@sanmiguelcounty.org>

To: "mike.mccreedy@comcast.net" <mike.mccreedy@comcast.net>

Hi Mike,

The contacts are:

Anita Cody: www.brownhomestead.com

Meredith Mueller: meredith_mueller@hotmail.com

George Hoffman: ajacm@yahoo.com

Jay Raibel: jay@telluride-colorado.com

Eider Creek - Kciandyale@aol.com

Thanks,

Karen

Karen Henderson
Associate Planner
San Miguel County
970-728-3083
PO Box 548
Telluride, CO 81435

From: "mike.mccreedy@comcast.net" <mike.mccreedy@comcast.net>

To: Karen Henderson <karenh@sanmiguelcounty.org>

Cc: chawkins@mtnvillage.org

Sent: Monday, April 6, 2015 8:11 AM

Subject: Re: AT&T Application - Proposed Telecom Tower - Coonskin Ridge

Karen,

At the site visit last week, you suggested we send out notice letters to a couple of the HOA's in the county (regarding the upcoming Council hearing). If there are HOA's you want me to notice, please email me the HOA's name, contact person (if applicable), and address so that I can get the notice letters sent out.

Thanks,

Mike McCreedy
[303-332-1212](tel:303-332-1212)

NOTICE OF PENDING DEVELOPMENT APPLICATION

April 9, 2015

RE: Public Hearing on Proposed Development

To Whom It May Concern,

You are receiving this letter as a courtesy notice regarding an upcoming public hearing at the Town of Mountain Village. The application and hearing information are described below.

Name of Applicant: Mike McCreedy, Agent for New Cingular Wireless PCS, LLC, d/b/c AT&T

Type of Development Application(s): Conditional Use Permit and Variance

Legal Description: OSP-49

Address: No address. Proposed tower is located northwest of the Ridge Building and Gondola Angle Station, adjacent to existing 90' tower.

Lot or Site Size: Less Than One Acre

Review Authority: Town Council (Town of Mountain Village)

Date and Time of Public Hearing: Council Hearing Date: April 23, 2015; Council Hearing Time: 8:30 a.m. or as soon as practicable thereafter

Location of Public Hearing: Town Hall, Town Council Meeting Room, 455 Mountain Village Blvd, Ste. A, Mountain Village, CO 81435

Detailed Summary of Development Application(s): Conditional use permit for a new 100'-tall telecommunications tower located next to the existing tower; and a variance to allow for the proposed 100' tower structure height

Description of Any Requested Variations to the CDC: No variations requested; only the variance described above

Web Link to View Proposed Development Plans:

<http://www.townofmountainvillage.com/currentplanning>

Send written comments addressed to the DRB & Town Council to:

chawkins@mtnvillage.org

Or by surface mail to:

Mountain Village Community Development Department
455 Mountain Village Boulevard, Suite A
Mountain Village, Colorado 81435.

Sincerely,

Chris Hawkins

Director of Community Development

chawkins@mtnvillage.org

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A NEW 100' TALL
TELECOMMUNICATIONS TOWER LOCATED NEXT TO THE EXISTING TOWER AND A
VARIANCE TO ALLOW FOR THE PROPOSED 100' TOWER STRUCTURE HEIGHT ON
OSP-49R**

Resolution No. 2015-0423-__

- A. TSG Ski & Golf, LLC ("Owner") is the owner of record of real property described as OSP-49R ("Property").
- B. The Owner has authorized AT&T and its agent, Black and Veatch, to submit applications for (1) a conditional use permit for the installation of a new 100 foot tall freestanding telecommunications tower on the Property located by the existing tower; and (2) a height variance to allow for the proposed 100 foot tower ("Applications").
- C. The proposed development is in compliance with the provisions of sections 17.4.14 and 17.4.16 of the Community Development Code ("CDC").
- D. The Design Review Board ("DRB") considered the Application, along with evidence and testimony, at a public meeting held on April 2, 2015. Upon concluding their review, the DRB voted in favor of the Applications by a unanimous vote of 7 to 0 and recommended approval to the Town Council subject to certain conditions.
- E. The Town Council considered and approved the Applications, along with evidence and testimony, at a public meeting held on April 23, 2015.
- F. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates and/or dates from which such hearings were continued on the Town website, and by mailing of public notice to property owners within four hundred feet (400') of the Property, as required by the public hearing noticing requirements of the CDC.
- G. After the public hearings referred to above, the DRB and the Town Council each individually considered the Applications' submittal materials, and all other relevant materials, public letters and public testimony, and approved the Applications with conditions as set forth in this Resolution.
- H. The Owner and AT&T have addressed, or agreed to address, all conditions of approval of the Applications imposed by Town Council.
- I. The Town Council finds the Applications meets the conditional use permit criteria for decision contained in CDC Section 17.4.14(D) and the variance criteria for decision contained in CDC Section 17.4.16(D) as follows:

Variance Findings:

- 1. The strict application of the CDC building height regulations would result in exceptional and undue hardship upon the property owner in the development of the property because an antenna must have adequate height to clear surrounding trees, provide adequate cellular coverage and meet the Town's colocation requirement;
- 2. The variance can be granted without substantial detriment to the public health, safety and welfare due to visual mitigation, and will actually will help protect the public health, safety and welfare by ensuring the provision of critically needed cellular infrastructure;

3. The variance can be granted without substantial impairment of the intent of the CDC, with the proposed use meeting the Telecommunication Antenna Regulations;
4. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district;
5. Reasonable use of the property for a telecommunications antenna is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;
6. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
7. The variance is not solely based on economic hardship alone; and
8. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

Conditional Use Permit Criteria:

1. The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan because adequate cellular communication is critical to the town's economic development and for maintaining a world class resort destination;
2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
3. The design, development and operation of the proposed conditional use will not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses, and visual mitigation will minimize visual impacts;
5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure, with the antenna users providing crucially needed community service and public safety functions;
8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
9. The proposed conditional use permit meets all applicable Town regulations and standards.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A CONDITIONAL USE PERMIT FOR A NEW 100' TALL TELECOMMUNICATIONS TOWER LOCATED NEXT TO THE EXISTING TOWER AND A VARIANCE TO ALLOW FOR THE PROPOSED 100' TOWER STRUCTURE HEIGHT ON OSP-49R AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:

Be It Further Resolved that OS-3U may be developed as submitted in accordance with Resolution NO. 2015-0423-_____.

Section 1. Conditions of Approval

1. The tower shall not include a light beacon or be brightly painted to stand out to aircraft. If the Federal Aviation Administration ("FAA") requires either a light beacon or bright

- paint for the tower to stand out, the antenna shall be lowered to a height where these FAA requirements do not apply.
2. The existing and proposed towers and antennas shall be painted to match the surrounding tree color to mitigate visual impacts.
 3. The new tower shall be designed to handle as much colocation as possible.
 4. The current and proposed towers shall be made available for colocation of new telecommunication equipment so long as: (A) there is enough room on the tower for the new equipment (given the vertical & horizontal separation requirements of the current users), (B) there is enough structural capacity for the new equipment, and (C) the new equipment will not cause interference to the current users.
 5. Prior to issuing a building permit, the applicant shall submit long-term easements from The Ridge, TSG and any other intervening property owner for (1) the access road to the tower site; (2) the tower site; and (3) utility routes for existing and new utilities to the site. Prior to executing such easements, the Town shall review and approve the easements to ensure long-term vehicular and utility access across intervening land and long term tower siting.
 6. Prior to issuing a building permit, the applicant shall submit a composite utility plan to show the planned routes for power, fiber and any other necessary utilities to the site.
 7. The approved conditional use permit application covers both the existing and proposed tower that is owned by Telluride Ski and Golf, LLC ("TSG"); therefore the conditional use permit application approval is held by TSG and any successors or assigns.
 8. The conditional use permit shall be valid for a period of twenty (20) years from the Effective Date subject to meeting the conditions specified herein.

Comment [CH1]: David, Can we require the ongoing lease or siting for (1) FAA equipment that is vital to flight safety for the Telluride Airport; and (2) an antenna that provides statewide communication for State Patrol, our PD and the County Sheriff?

Section 2. Resolution Effect

- A. This Resolution shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the resolutions repealed or amended as herein provided and the same shall be construed and concluded under such prior resolutions.
- B. All resolutions, of the Town, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

Section 3. Severability

The provisions of this Resolution are severable and the invalidity of any section, phrase, clause or portion of this Resolution as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Resolution.

Section 4. Effective Date

This Resolution shall become effective on April 23, 2015 (the "Effective Date") as herein referenced throughout this Resolution.

Section 5. Public Hearing

A public meeting on this Resolution was held on the 23rd day of April, 2015 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Town Council at a public hearing held on April 23, 2015.

Town of Mountain Village, Town Council

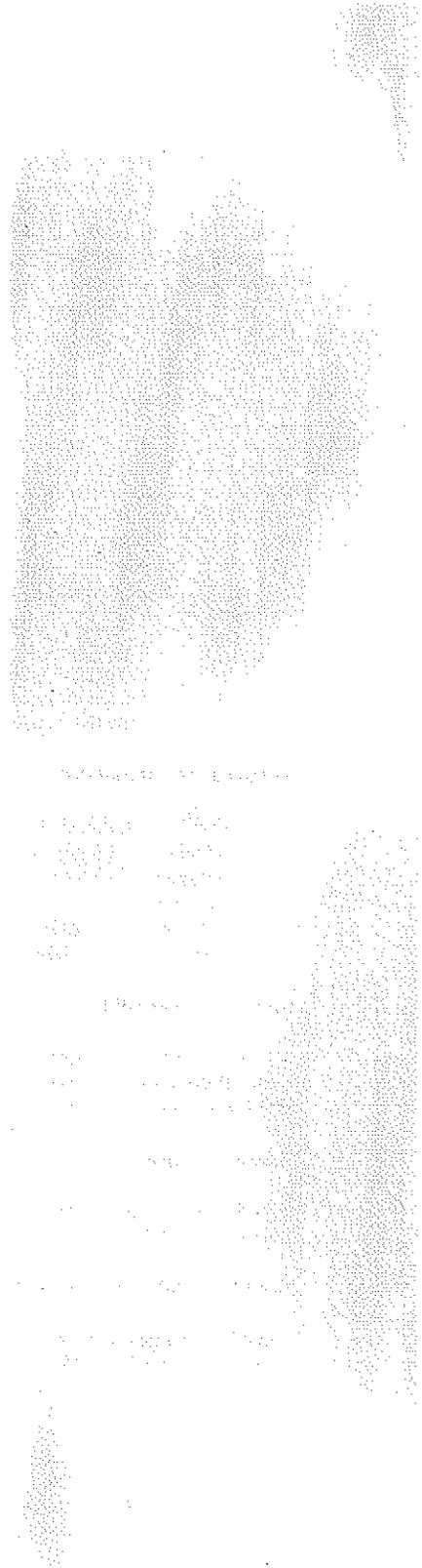
By: _____
Dan Jansen, Mayor

Attest:

By: _____
Jackie Kennefick, Town Clerk

Approved as to Form:

David Reed, Town Attorney



MEMORANDUM

TO: San Miguel County Board of Commissioners
FROM: San Miguel Planning Department Staff
RE: Consideration of comments to the State Land Board regarding a proposed Copper Mine Exploration in the Klondike Basin in the West End of San Miguel County
DATE: April 22, 2015 [text/word/SLB.copper.mine.ex]

In a March 16 email Phillip Courtney, Solid Minerals Leasing Manager for the Colorado State Land Board (SLB), states the Land Board has received a new application for an exploration permit on Section 16, T43N, R16W, in the Klondike Basin (in the vicinity of the County gravel pit) in the west end of San Miguel County. The SLB owns the surface and minerals of the 640 acre parcel. The tract is located approximately 22 miles southwest of Norwood and 45 miles west of Telluride and is surrounded by lands held by the Bureau of Land Management. There is a grazing lease on the parcel, which is accessed by a jeep road off of CR 23R. The issuance of an exploration permit would provide the right to access the property, but would not allow minerals extraction or processing. The proposed exploration plan is identical to the plan previously discussed with BOCC in 2013. The exploration would take place in two phases with the first phase consisting of field mapping and hand sampling on the property. Depending on those findings, a second phase might include geophysical surveys and drilling. The permit being contemplated by the SLB at this time would allow the first phase of exploration (geologic and surface mapping and hand sampling), but would require additional review and approval by the SLB of any detailed plans for drilling and geophysical surveys. The permit term would be for two years with an option for a third year. The permit requires compliance with all state, federal and local laws.

In a March 17, 2015 email, Mike Horner, County Road Superintendent, has stated that access to this state land is via County Road 23R. As phase 1 of the project is described in the email, it will have no impact on the county road but if phase 2 is approved the County will review any improvements necessary to access the property with a drill rig or other equipment.

In an April 8, 2015 email Dave Schneck states he has reviewed the information submitted and has no concerns with the implementation of phase 1 of the plan as described. If the initial mapping and field surveys result in further exploration as described for phase 2 he would want to see more information on the location of any drill sites, how they will be accessed and what their reclamation requirements are as well as a commitment to controlling invasive species.

Staff recommends that the BOCC notify the State Land Board that they have no objection to the proposed phase 1 portion of the plan but would want to review any further exploration that would include drilling or geophysical surveying or increased traffic on the county road.

Subject: Fw: Fwd: State Land Board - Klondike Basin
From: Mike Rozycki (miker@sanmiguelcounty.org)
To: commish3@sanmiguelcounty.org; mikeh@sanmiguelcounty.org; daves@sanmiguelcounty.org; stevez@sanmiguelcounty.org; karenh@sanmiguelcounty.org;
Date: Monday, March 16, 2015 4:37 PM

FYI,

I got this email from the SLB re an Exploration Permit in the Klondike Basin .. any comments, questions or concerns that should be passed on to Phil Courtney.

mike Rozycki

----- Forwarded Message -----

From: "Courtney - DNR, Phillip" <phillip.courtney@state.co.us>
To: miker@sanmiguelcounty.org
Sent: Monday, March 16, 2015 4:21 PM
Subject: Fwd: State Land Board - Klondike Basin

Mike,

I wanted to let you know that the Land Board has received a new application for an exploration permit on Section 16, T43N, R16W, in the Klondike Basin. The proposed exploration plan is identical to the plan we discussed on this property when we visited San Miguel County in 2013. The exploration would take place in two phases with the first phase consisting of field mapping and hand sampling on the property. Depending on those findings, a second phase might include geophysical surveys and drilling. The permit being contemplated by our office at this time would allow the first phase of exploration (geologic and surface mapping and hand sampling), but would require additional review and approval by this office of any detailed plans for drilling and geophysical surveys. The permit term would be for two years, with an option for a third year. The permit requires compliance with all state, federal and local laws.

I have attached a map of this property, though I know you are familiar with the area. If you have any questions or wish to discuss, please do not hesitate to contact me at the number below.

Regards, Phil

Phillip Courtney
Solid Minerals Leasing Manager



COLORADO

State Land Board

Department of Natural Resources

P 303.866.3454 x3313 | F 303.866.3152
1127 Sherman Street, Suite 300, Denver, CO 80203

phillip.courtney@state.co.us | www.colorado.gov/trustlands

----- Forwarded message -----

From: **Courtney - DNR, Phillip** <phillip.courtney@state.co.us>

Date: Fri, Oct 4, 2013 at 9:23 AM

Subject: State Land Board - Klondike Basin

To: miker@sanmiguelcounty.org

Cc: Melissa Yoder - DNR <melissa.yoder@state.co.us>

Mike,

I trust that it has been a beautiful fall in Telluride. I visited some state lands near Leadville earlier this week, and the fall color was spectacular.

It has been a little while since I have provided an update on the proposed exploration permit on the state section of land in the Klondike Basin that we discussed in May. That's because not much has happened or will be happening in the near future.

The applicant has requested that we hold off on issuing the exploration permit for at least 6 months, so I would not anticipate moving this forward until spring 2014 at the earliest.

If we eventually move forward with an exploration permit, I will let you know in advance of any activity occurring on state lands.

Please do not hesitate to contact me about this, or any other items related to minerals on state lands in San Miguel County.

Regards, Phil

--

Phillip Courtney

Solid Minerals Leasing Manager

State of Colorado

State Board of Land Commissioners

1127 Sherman Street, Room 300

office: 303.866.3454 Ext. 3313 | fax: 303.866.3152

email: phillip.courtney@state.co.us

<http://www.trustlands.state.co.us>

Subject: Re: Fwd: State Land Board - Klondike Basin
From: Mike Horner (mikeh@sanmiguelcounty.org)
To: miker@sanmiguelcounty.org; commish3@sanmiguelcounty.org; daves@sanmiguelcounty.org; stevez@sanmiguelcounty.org; karenh@sanmiguelcounty.org;
Date: Tuesday, March 17, 2015 8:02 AM

Mike,

Access to this state land is via County Road 23R. Phase 1 as described in the email will have no impact on the county road but if phase 2 is approved we should review any improvements necessary to access the property with a drill rig or other equipment. Shouldn't be much impact though.

Thank you,
Mike

Mike Horner, Superintendent
San Miguel County Road Department
PO Box 426
Norwood, Co 81423
970-327-4835

From: Mike Rozycki <miker@sanmiguelcounty.org>
To: Art Goodtimes <commish3@sanmiguelcounty.org>; Mike Horner <mikeh@sanmiguelcounty.org>; Dave Schneck <daves@sanmiguelcounty.org>; Steven J. Zwick <stevez@sanmiguelcounty.org>; Karen Henderson <karenh@sanmiguelcounty.org>
Sent: Monday, March 16, 2015 4:37 PM
Subject: Fw: Fwd: State Land Board - Klondike Basin

FYI,

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mike Rozycki

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To: miker@sanmiguelcounty.org
Sent: Monday, March 16, 2015 4:21 PM
Subject: Fwd: State Land Board - Klondike Basin

Mike,

I wanted to let you know that the Land Board has received a new application for an exploration permit on Section 16, T43N, R16W, in the Klondike Basin. The proposed exploration plan is identical to the plan we discussed on this property when we visited San

Subject: Klondike Copper Mine Proposal
From: Dave Schneck (smcdaves@yahoo.com)
To: karenh@sanmiguelcounty.org; miker@sanmiguelcounty.org;
Date: Wednesday, April 8, 2015 12:17 PM

Karen, I have reviewed the information submitted and have no concerns with the implementation of phase 1 of the plan as described. If the initial mapping and field surveys result in further exploration as described for phase 2, I would want to see more information on the location of any drill sites, how they will be accessed and what their reclamation requirements are as well as a commitment to controlling invasive species. The email from the SLB indicates moving forward with phase 2 would need additional review by the SLB and the county and we can weigh in at that time if we have concerns.

INFORM

INFORMATION NETWORK FOR
RESPONSIBLE MINING

PO Box 27
NORWOOD, CO 81423

(970) 497-4482
JENNIFER@INFORMCOLORADO.ORG
WWW.INFORMCOLORADO.ORG



July 10, 2013

Phillip J. Courtney
Solid Minerals Leasing Manager
Colorado State Board of Land Commissioners
1127 Sherman Street, Suite 300
Denver, Colorado 80203

Via email to: phillip.courtney@state.co.us, melissa.yoder@state.co.us

Re: Klondike Basin Mineral Exploration Permit

Dear Mr. Courtney,

Thank you for the opportunity to submit comments to the State Board of Land Commissioners regarding the proposed lease for mineral exploration on the state school parcel in Klondike Basin, in western San Miguel County. The Information Network for Responsible Mining is a statewide citizens' organization that regularly participates in local, state and federal mining reviews across Colorado and advocates for the protection of communities and the environment from adverse mining impacts. I understand that this type of permit is generally reviewed at the staff level and am appreciative of your agency's early efforts to seek direct feedback and comments.

The first two stages of the proposed mineral exploration suggest only modest and short-term impacts to the Klondike Basin area and the lease includes a number of beneficial conditions that will help retain the area's character following the initial exploration phase. This includes the provision that no new road improvements or new road or trail construction will be allowed, since the development of new roads or trails in the future would raise concerns over impacts to habitat and the environment. However, should a mining proposal develop in the future, a full environmental analysis should be required and be specified as a condition in the exploration lease.

The proposal prohibits the use of "hazardous substances" during the exploration phase, but this could be more clearly defined. Once exploratory drilling begins, it is possible the leaseholder will want to store diesel or other fuels onsite, and while not strictly hazardous substances, these should be managed as such with proper secondary containment features to contain any spills or leaks. During the drilling phase, a closed-loop system should be considered as a means to reduce the potential for contaminants or mineralized extracted materials to affect soils or surface or ground waters. At a minimum, the drilling plan should include provisions for a monitoring plan, lined mud pits, and off-site disposal of cuttings and other waste, which could potentially include radioactive contaminants or materials with acid-generating potential depending on the geology of the site.

The third phase of the proposed project could raise more concerns once the details of the drilling plan are provided for review. INFORM would appreciate the opportunity to review and comment on the proposal at that time. We encourage you to require the best management practices that are appropriate for the drill sites in order to minimize any impacts to the watershed and to restore the area once exploration is completed. Klondike Basin includes mixed habitat zones and soils that are easily disturbed and eroded, and provides intermittent drainage into Disappointment Creek for snowmelt and surface flows. In this part of the county, storm flows can be of short duration but can be severe and strong enough to carry substantial loads of sediment from disturbed areas into the creek.

It will be important to address these impacts and take precautions during any future drilling phases in the project. Disappointment Creek is a major contributor of sedimentation and salinity-loading into the Dolores River and its confluence with the river is a few miles downstream of Klondike Basin. Because of numerous diversions and historic uses of the river, the Dolores has been considerably altered from its natural state, increasing the problems associated with salinity and requiring the operation of an extraction-and-injection project in Paradox Valley to improve water quality. Salinity-loading in the river complicates efforts by state and federal agencies to restore native fish species in the river and support habitat downstream for Colorado River species that are federally listed. Improving the health of the river in order to increase economic and environmental sustainability has been for many years an important goal of regional stakeholder efforts such as the Dolores River Coalition. For these reasons among others, it is important to make sure that new mining projects in the Disappointment basin do not exacerbate current salinity-control problems. The natural salinity-loading of the river is an existing environmental condition that needs to be taken into special consideration during permit reviews and analysis.

The Klondike Basin parcel is an inholding within BLM lands and is adjacent to the Spring Creek Basin Wild Horse Management Area. According to the BLM map, the management area appears to overlap a small part of the southern side of the state parcel. No matter where the jurisdiction falls, the state parcel is occupied by the herd, so it is ideal if exploration and future mining activities on the parcel do not conflict with BLM's management plan and the herd's habitat is protected. Klondike Basin is also in close proximity to the Dry Creek Basin State Wildlife Area and the state parcel itself provides important winter habitat for elk, deer and antelope. A special

management area for desert bighorn is also a short distance to the west and these sheep may occupy the parcel at some times as they are known to use the Gyp Gap area close by. Colorado Parks and Wildlife and the Bureau of Land Management should be consulted on proposed mining activities that impact wildlife habitat areas and species of concern should be identified and protected.

Before any surface disturbances occur, it would be prudent to inventory any cultural or historic resources that may be present on the state parcel, since the general area often holds archeological resources. As the mining proposal develops, particularly if it expands on to adjacent BLM lands, the Colorado State Historic Preservation Officer should be consulted and Section 106 consultation be conducted with federal agencies if required. It would be beneficial to conduct such a survey early in order to determine if resources are present that need to be protected, particularly since they can enhance the recreational value of the land itself.

We also encourage the State Land Board to consider opening the Klondike Basin area for public access and providing an easement for recreational use. Although the state parcel is not currently open, it more than likely is already being used by an unknowing public. The canyon itself is very scenic and the state parcel could provide some good camping, hiking, wildlife viewing, and hunting access. It is unlikely that the early phases of the proposed mineral exploration would experience significant conflicts from the limited visitation the site has, and a public benefit would be legitimized.

Lastly, the State Land Board should consider specifying these issues and concerns through specific lease terms so that the Land Board has ample authority to protect, mitigate and remediate the parcel should the leaseholder prove unable or unwilling. The bond required should be sufficient to protect the state's interests in the surface, subsurface and waters of the parcel, and ensure that a third party can be contracted and paid to perform any remediation necessary in the event of an accident, spill, bankruptcy or other event that prevents the leaseholder from meeting the lease terms.

We will appreciate hearing your updates and the opportunity to comment again as mining exploration and development activities progress in Klondike Basin. Thanks again for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Thurston".

Jennifer Thurston
Director
INFORM

STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
AGENDA: July 11, 2013

X INFORMATION INITIATION ACTION FINAL ACTION APPEAL ACTION

TOPIC..... Mineral Exploration Permit # EP 2874
..... Jon P Thorson, Consulting Geologist
STRATEGIC PLAN.....
TRANSACTION NO:
COUNTY..... San Miguel
PROJECT MANAGER(S):..... Phillip Courtney

Leases/ROW: Current						
Lease No.	Type	Lessee	Rent/Acre	Annual Rent	Acres	Exp. Date
AG 45309	Grazing	Scott J. Hughes	\$0.68	\$436.04	640	12/1/2015
OT 80151	Timber Management	CO State Forest Service			640	7/1/2031

SUMMARY:

The purpose of this discussion is to inform the Board that staff is in the process of issuing a mineral exploration permit for a school trust section located in San Miguel County. The commodities of interest include copper and silver.

PROJECT DETAIL:

The exploration permit covers 640 acres in section 16-43N-16W (NMPPM) in San Miguel County, in an area known as Klondike Basin. The State Land Board (SLB) owns the surface and minerals on this acreage. This tract is located approximately 22 miles southwest of Norwood, and 45 miles west of Telluride in the West End of San Miguel County (Map Exhibit 1). There is a grazing lease on this parcel. Currently, the land is vacant and non-irrigated with access by jeep road. The section is surrounded by federal land managed by the Bureau of Land Management (BLM) (Map Exhibit 2).

The issuance of an exploration permit would provide the right to access the property, but would not allow minerals extraction or processing. More specifically, the proposed exploration program includes three stages:

- Stage 1 – Geologic Mapping and Hand Sampling
- Stage 2 – Geophysical Surveys and Geochemical Analysis of Samples
- Stage 3 – Drilling Coreholes (if warranted based on the results of stage 1 & 2)

Each stage is anticipated to take approximately 1 year. Stages 1 & 2 include non-invasive work with minimal or no surface disturbance. Stage 3 work would require prior approval of the drilling plan by the SLB. In addition to the permit requirements mandated by the State Land Board, surface disturbance during prospecting and exploration activities is regulated by the Colorado Division of Reclamation, Mining &

Safety (DRMS). DRMS requires a Notice of Intent (NOI) to Conduct Prospecting Operations for Hard Rock/Metal Mines if there will be disturbance of a single block of land greater than 1600 square feet. The NOI process includes a Financial Warranty that must be submitted and approved by DRMS prior to any surface disturbance to ensure reclamation upon completion of prospecting activities.

Should the exploration program determine that an economically feasible deposit exists on this tract, a mineral production lease would be presented to the Board for consideration at a later date. The results of the exploration program would provide specific information to aid in designing detailed plans and appropriate environmental protections.

SLB staff including Melissa Yoder, External Affairs Officer, and Phillip Courtney, Solid Minerals Leasing Manager, met with San Miguel County Planning Staff and San Miguel County Board of Commissioners in Telluride on May 14-15, 2013 to discuss the proposed exploration program. The initial exploration program does not require approval by the county. Any activities that require road improvements may require approval by San Miguel County. County Commissioners and County Staff requested ongoing communication from SLB Staff as the project progresses.

The parcel has been reviewed for sensitive wildlife and plant species using mapping layers from the Colorado Natural Heritage Program. There are no species of concern identified on the parcel. The parcel is not located in critical habitat for Gunnison Sage Grouse.

Other key provisions of the Land Board's exploration permits include:

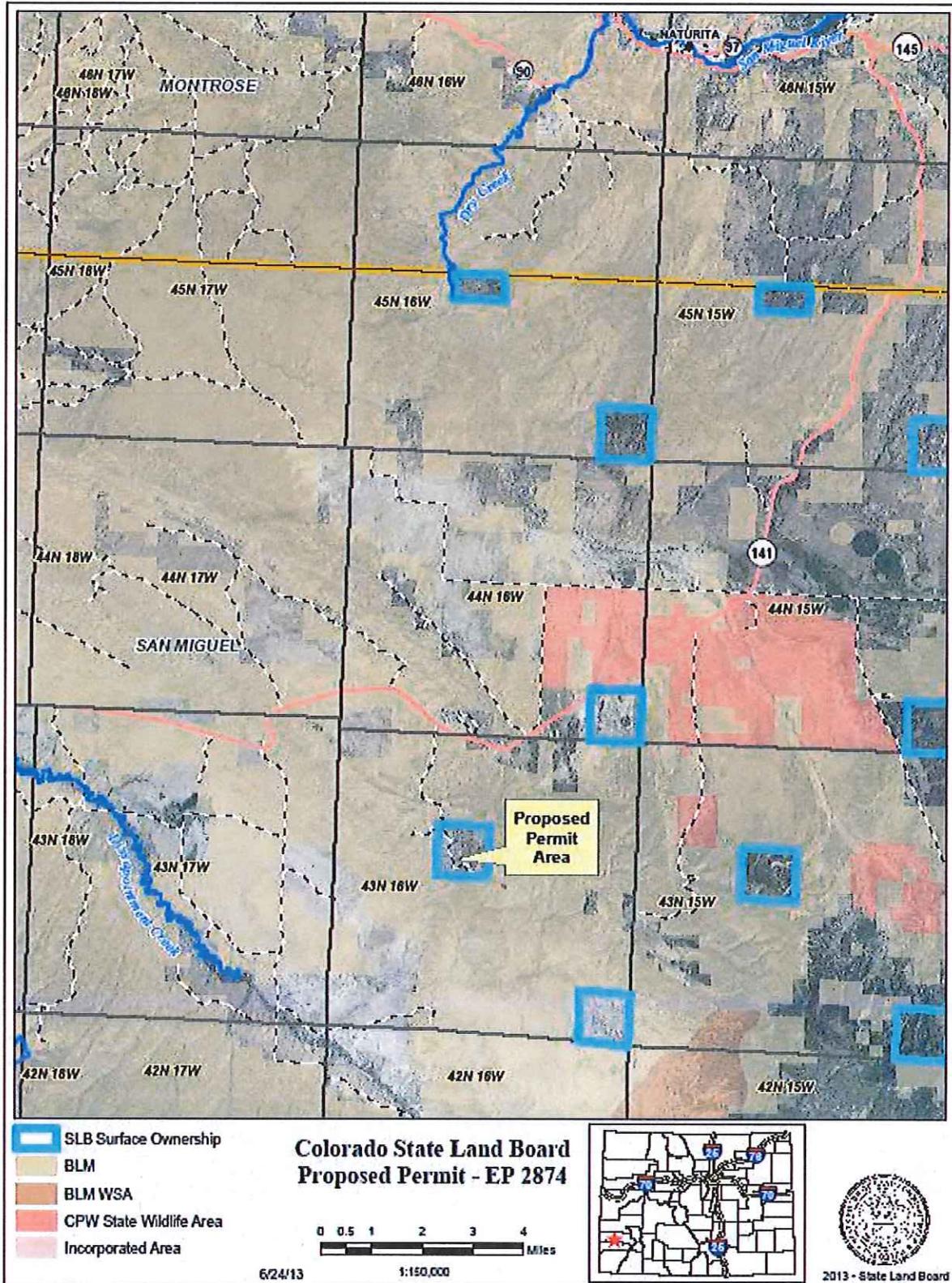
- Annual rent of \$3.00 per acre
- A primary term of 2 years
- Data collected will be provided to SLB
- Bond will be held by SLB to ensure restoration of surface disturbances
- No extraction of minerals other than incidental amounts removed for laboratory analysis
- No new roads to be constructed
- No permanent improvements
- No disturbance of Archeological or Historic Sites, if encountered
- No use of hazardous substances
- Written approval from SLB of plans prior to drilling coreholes
- Exclusive option to apply for a mineral production lease during the term of the exploration permit

DISTRICT MANAGER'S COMMENTS:

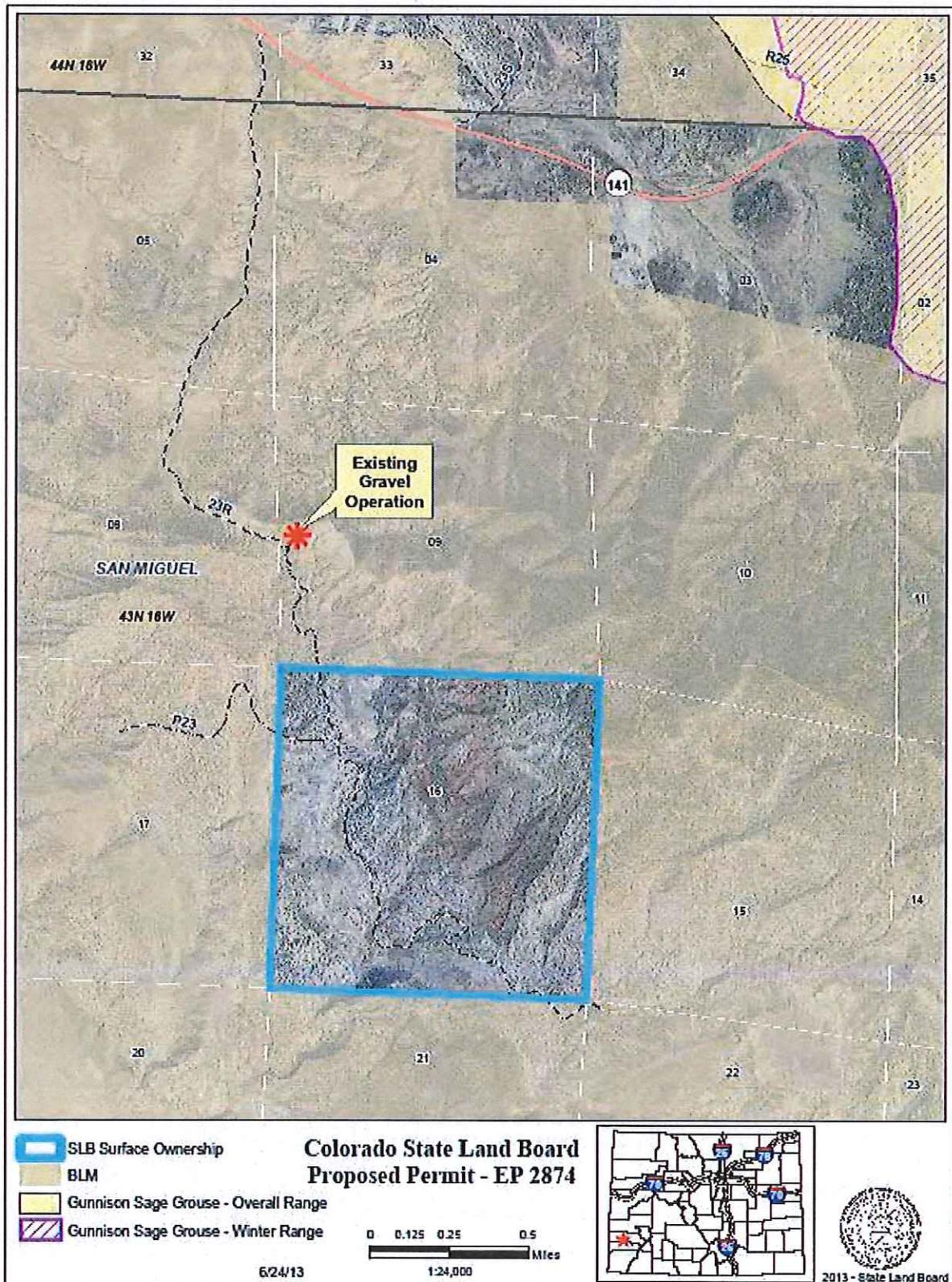
District Manager Kit Page supports the issuance of this permit.

Attachments: Map Exhibits (2)
Geology Exhibit
Site Photographs

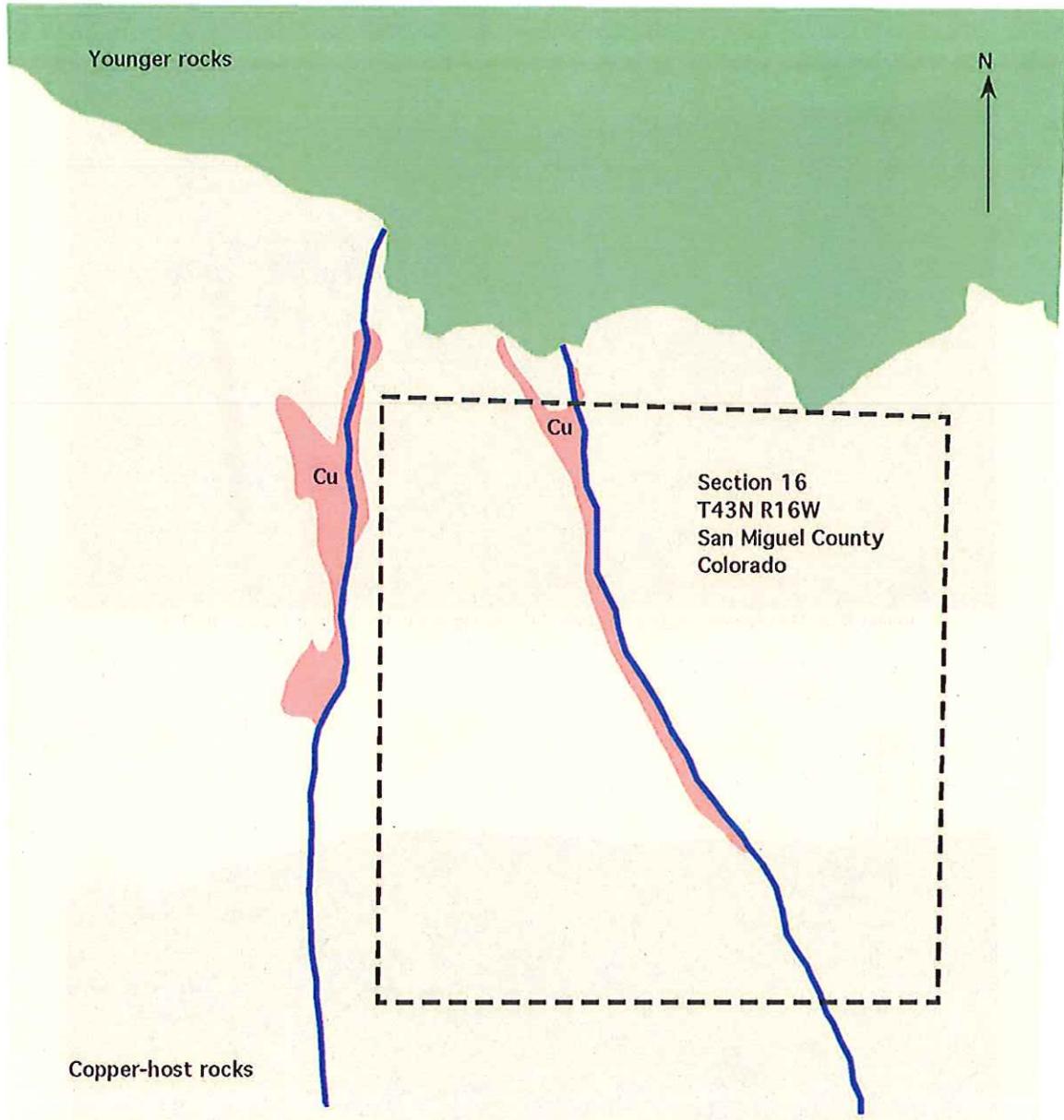
MAP EXHIBIT 1



MAP EXHIBIT 2



GEOLOGY EXHIBIT



Klondike Prospect – Dr. Jon P. Thorson, PhD, Consulting Geologist - 2013



County Road 23R entrance from State Highway 141, looking south. This property is owned by BLM.



Access to the property is by jeep road to the right. The San Miguel County Klondike Gravel Pit is visible in the upper part of the photo. High voltage power line on BLM property is also visible. All land visible in this photo is BLM land north of section 16.



San Miguel County Klondike Gravel Pit, located on BLM land north of Section 16.



View of Section 16 from the County Road near the gravel pit, looking south-southwest.



Jeep road on Section 16, that continues from Northwest to Southeast across the parcel.



View of Section 16 looking N-NE from the SW ¼ NW ¼. There is a fault near the base of the mountain where copper minerals have been identified historically.



View of section 16 looking North from the SW ¼ NW ¼ of the section.



The green areas in this sandstone are indicative of copper mineralization.

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project overview

Subject: Exploration Lease Application – Copper Minerals

Location: School Trust Section 16 / T 43N R 16W; West End of San Miguel County

Background:

The State Land Board recently received an application to determine the quality and quantity of copper minerals on a section of land (640 acres +/-) in western San Miguel County. Copper was documented on this parcel in the 1940's and 1950's, but the parcel is virtually unexplored by modern methods.

Parcel Location and Current Uses:

This is one of the western-most parcels held in trust by the State Land Board, located south of Hwy 141 on Cty Rd 23R. The section is surrounded by lands held by the Bureau of Land Management. It is leased by the State Land Board for agricultural purposes (grazing).

Purpose & Terms of Exploration Lease:

The issuance of an exploration lease would provide the right to access the property, but would not allow minerals extraction or processing. Exploration leases provided by the State Land Board typically allow surface access and permission for due diligence activities, such as non-invasive work with minimal or no surface disturbance. For the proposed copper exploration lease, the applicant has proposed an exploration program that would include geologic mapping and surface sampling initially.

Depending on the results from that work, this could lead to geophysical and geochemical surveys. If warranted, the third stage would involve drilling core holes to obtain subsurface geologic information.

In addition to the lease provisions mandated by the State Land Board, surface disturbance during exploration activities is regulated by the Colorado Division of Reclamation, Mining and Safety. The exploration lease would also require that any drilling which may disturb the surface would require detailed plans to be approved by the State Land Board prior to any work. Planning leases may have reporting and monitoring options, and are typically short-term leases for two years with an option for a third year (may/may not be automatic).

Allowed Exploration Activities:

- Surface Access
- Geologic Mapping
- Hand Sampling
- Sample Analysis
- Geophysical Surveys (non-invasive)

Prohibited Exploration Activities:

- Mineral extraction of any kind
- Permanent Improvements (temporary improvements may be allowed with prior written authorization)
- Disturbance of Archaeological or Historic Sites
- Off Road Vehicle Traffic (no creation of new roads or trails)
- Use of Hazardous Substances
- Drilling – core soil sampling requires prior written approval of detailed plans

Review Process:

When an application lease is received by staff, an internal due diligence and review process begins which evaluates the potential opportunities associated with the planning lease. Site visits and field work may be conducted and data is gathered to assess viability prior to any staff recommendations. Staff works with the applicant during this process.

Critical Management Points:

- Because of the exploratory nature of planning leases, **it is too early in the process to speculate on the type and/or extent of a mineral extraction operation.** The results of the exploration program would provide detailed information that could help a design detailed plans and appropriate environmental protections.
- Planning leases **do not guarantee a mineral production lease.** Any extraction activities would require a mineral lease, which would include a thorough application and review process by SLB staff and the State Board of Land Commissioners, including consultation with state and local agencies.

Next Steps:

While staff is in the process of reviewing the application, the current schedule anticipates review of this proposed exploration lease by the State Board of Land Commissioners as a possible agenda item for discussion at the July 11 board meeting in Denver.

contact information

Phillip Courtney, Solid Minerals Leasing Manager

Email: phillip.courtney@state.co.us

Telephone: 303-866-3454 ext. 3313

Melissa Yoder, External Affairs Officer

Email: melissa.yoder@state.co.us

Telephone: 303-866-3454, ext. 3330

Mobile phone: 303-349-6279

The next meeting for the State Board of Land Commissioners will be held in the southwest district on June 6, 2013 north of Alamosa on the Zapata Ranch in the San Luis Valley.

M E M O R A N D U M

TO: San Miguel County Board of Commissioners
FROM: San Miguel Planning Department Staff
RE: State Land Board Parcel: Hamilton Creek State 2-35 SWD Well: Conversion to an Injection Well Update
DATE: April 22, 2015 [text/oil&gas/hc.injection.well.update]

Denise Onyskiw, P.E., Onyskiw Engineering, LLC, on behalf of CCI Paradox Upstream, LLC has submitted an application to the Colorado Oil and Gas Conservation Commission (COGCC) for an underground injection well, HC State 2-35 SWD located in the Hamilton Creek Unit which is located west of Norwood in Section 36, T45N, R15W, north of the Basin Store in the West End Zone District. In November 2014 Ms. Onyskiw submitted a copy of the above COGCC application, to convert a previously permitted oil & gas well, into an injection well to the County Planning office for our review for conformance to our local land uses standards per LUC Section 5-26 Oil & Gas Development. In her cover letter Ms. Onyskiw advises that the production water to be disposed of in this injection well will only be taken from other Hamilton Creek Unit wells.

An individual well site or multiple well sites on a single pad or a water injection stations and associated facilities used by a single-operator servicing a single oil and gas field in conformance with a permit issued by the COGCC is defined in our LUC as a "Minor Facility". These types of applications for "Minor Facilities" require approval of a County Development Permit. The Purpose Section for Oil & Gas Development states that San Miguel County encourages the use of evaporation permits rather than water injection stations. This purpose section also refers to our use of the BLM "Gold Book" as a supplemental document for evaluating proposed Oil & Gas Development applications.

In reviewing CCI's Underground Injection Formation Permit Application County Environmental Health Director, Dave Schneck expressed concerns about the shallow depth of the well for use as an injection well, its proximity to other producing wells and the fact that County staff did not have information or experience evaluating the potential impacts associated with this proposed conversion of a producing well into an injection well. The Planning staff advised the applicant CCI that we were asking the BLM's assistance in reviewing this application and as such our review would take longer than the 30-day review period contemplated in the LUC.

Dave asked Dan Rabinowitz, Petroleum Engineer, for the Bureau of Land Management to review the proposed injection well application. In a November 18, 2014 email, Mr. Rabinowitz expressed concerns about the COGCC's potential approval of this pending application. The main concern from a Federal point of view is the CCI wants to inject into the same formation they are producing out of. It is possible that the produced water they are injecting, up to 2000 barrels a day, may find its way to Federal wells or other Unit wells and choke them off. In the application CCI states that this well is intended for Enhanced Recovery. Mr. Rabinowitz states he is not familiar with water flooding to enhance gas wells as it would normally kill a well. He thinks the BLM has correlative rights issue with the proposal.

While this is a State jurisdictional well Mr. Rabinowitz also stated concerns that the well is shallow with the uppermost perforation at 2,406 feet and without a geologic analysis this could be a dangerous selection as an injector well if there are faults or other geologic anomalies in that area injecting at 2300 psi could lead to problems. There is also a concern that the wellbore will have to have some modifications made as the primary cement job only topped out at 1,830 feet and he is doubtful that the operator can perforate and raise the cement into the surface casing for a good seal.

In a December 15, 2014 email from Bob Kohler, COGCC, to Daniel Rabinowitz, Mr. Kohler states that the COGCC is waiting on a Surface Use Agreement between the Colorado State Land board and CCI before proceeding with the application. The BLM can raise a protest but it should be in writing to the COGCC. As mineral owners the Federal Government through the BLM has every right to protest the CCI Hamilton Creek 2-36 project. The potential infringement of mineral rights is a classic reason for denying a UIC application, see COGCC Rule 325.m.(I). While the COGCC is not wild about the shallow depth of injection they cannot deny it. Mark Weems, COGCC, went over the COGCC Form 2 Application for Permit to Recomplete and Operate, this Form 2 is also on hold for the Surface Use Agreement. Weems has put several Conditions of Approval on the well, which include a lab analysis of capture water from the formations requested for injection.

Dan Rabinowitz sent a letter to the COGCC on March 18, 2015 regarding the BLM's concerns and an email to Dave Schneck stating that either the COGCC will deny the application based upon his letter or based on their own internal review. The BLM is checking to see if there is an appeal process available to CCI if the application is denied.

On April 10, 2015, Dave Schneck had a phone conversation regarding the County concerns with Bob Koehler, COGCC. Dave followed up with an email to Mr. Koehler restating that the County continues to have serious concerns with the proposed conversion of the existing well to an injection well for waste disposal. The age of the well raises serious question regarding the condition and integrity of the casing and the relatively shallow depth raises concerns with pressurized waste finding its way through fractures into other aquifers. In addition the BLM engineers have expressed concerns about interference with correlative rights on other ownerships and that the County supports the BLM request that this proposal be denied. To date the Planning office has not approved or denied the pending County Development Permit application for this proposed underground injection well.

In reviewing this matter in addition to advising the COGCC of the County's concerns with this pending application for an injection well consideration may be given to contacting CCI Paradox, the applicant in writing to advise them of our concerns and objections to their proposed injection well and ask that they propose and present an alternative method of disposing production water from their wells within the Hamilton Creek Unit.

Dave Schneck received a copy of a letter from Chrissy Schaffner, Regulatory Specialist, CCI Paradox Upstream LLC today, dated April 14, 2015, that is addressed to Dan Rabinowitz, BLM, Tres Rios Field office. This letter is CCI's response to Mr. Rabinowitz's protesting CCI's application to the COGCC for converting the existing well within the Hamilton Creek Well Field

to an injection well. It is staff's intent to discuss this matter including this latest letter from Ms. Schaffner with Bob Koehler, COGCC prior to the April 22nd BOCC meeting.

11/14/2014

RECEIVED
11-17-14

OG-11-14-2288

Ms. Karen Henderson
San Miguel County
P.O. Box 548
Telluride, CO 81435

Dear Karen,

On behalf of CCI Paradox Upstream, LLC, I am pleased to submit a copy of the HC State 2-36 SWD COGCC application for underground injection control. Enclosed is a check for \$150 to cover the application fees.

This particular well is part of the Hamilton Creek Unit and will be permitted as a disposal well. I have enclosed Forms 31, 33, and 26, and all application attachments. Form 2 has been submitted online and has document number 400685943. Cement and Injection Step Rate Test procedures have been uploaded to the Form 2. There is a map showing all roads. Water will only be taken from other Hamilton Creek Unit wells.

If you have any questions or need any more information, please do not hesitate to contact me at (720) 260-2963 or denise@onyskiwengineering.com.

Sincerely,


Denise M. Onyskiw, P.E.
Onyskiw Engineering, LLC

ONYSKIW ENGINEERING, LLC
12081 West Alameda Parkway, #513, Lakewood, CO 80228 • (720) 260-2963 • denise@onyskiwengineering.com

Subject: FW: San Miguel Permit
From: Denise Onyskiw (denise@onyskiwengineering.com)
To: karenh@sanmiguelcounty.org;
Date: Monday, November 10, 2014 3:13 PM

From: Warren, John [mailto:John.Warren@cci.com]
Sent: Monday, November 10, 2014 3:11 PM
To: Denise Onyskiw; Schaffner, Chrissy
Subject: RE: San Miguel Permit

We will be disposing of three Hamilton Creek large water producers into this well. We may move some Hamilton Creek water from other wells via truck to the well but those wells produce very little daily volumes. No Andy's Mesa or Fossil Federal water will go to this disposal well.

John B. Warren

Vice President of Operations

Paradox Upstream, LLC.

600 17th St., Suite 1900 S.

Denver, CO 80202

Office: 303-728-2226

Cell: 303-349-8560

John.warren@cci.com

Denise M. Onyskiw, P.E.

State of Colorado
Oil and Gas Conservation Commission



Fee 150.00

FOR OGCC USE ONLY
OG-11-14-2288

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303)894-2100 Fax:(303)894-2109

UNDERGROUND INJECTION FORMATION PERMIT APPLICATION

1. Submit original and one copy of this form.
2. If data on this form is estimated, indicate as such.
3. Attachments – see checklist and explanation of attachments.
4. Aquifer exemption is required for all injection formations with water quality <10,000 TDS (Rule 322B). Immediately contact the Commission for further requirements if the total dissolved solids (TDS) as determined by water analysis for the injection zone is less than 10,000 ppm.
5. Attach a copy of the certified receipt to each notice to surface and mineral owner(s) or submit a sample copy of the notice and an affidavit of mailing or delivery with names and addresses of those notified. Each person notified shall be specified as either a surface or mineral owner as defined by C.R.S. 34-60-103(7).

Complete the Attachment Checklist
Oper OGCC

Form 31 Original & 1 Copy	
Analysis to Injection Zone Water	
Analysis of Injection Water	
Proposed Injection Program	
Resistivity or Induction Log	
Cement Bond Log	
Surface or Salt Water Displ Agrmt	
Notice to Surface/Mineral Owners	
Remedial Correction Plan for Wells	
Map Oil/Water Wells w/in 1/4 Mile	
List Oil/Gas Wells w/in 1/2 Mile	
Map Surface Owners w/in 1/4 Mile	
List Surface Owners w/in 1/4 Mile	
Map Mineral Owners w/in 1/4 Mile	
List Mineral Owners w/in 1/4 Mile	
Surface Facility Diagram	
Wellbore Diagram	
If Commercial Facility, Description of Ops & Area Served	
Unit Area Plat	

Project Name: HC State 2-36 SWD Project Location: SWSW 36, T45N, R15W, N
 Project Type: Enhanced Recovery Disposal Simultaneous Disposal
 Single or Multiple Well Facility? Single Multiple
 IF UNIT OPERATIONS, ATTACH PLAT SHOWING UNIT AREA
 County: San Miguel Field Name and Number: Hamilton Creek33540

OGCC Operator Number: 10453
 Name of Operator: CCI Paradox Upstream, LLC
 Address: 600 17th Street, Suite 1900S
 City: Denver State: CO Zip: 80202

Contact Name and Telephone:
Denise Onyskiw
 No: 720-260-2963
 Fax: _____

Injection Fluid Type: Produced Water Natural Gas CO2 Drilling Fluids
 Exempt Gas Plant Waste Used Workover Fluids Other Fluids (describe): _____
 Commercial Facility? Yes No
 If Yes, describe area of operation and types of fluids to be injected at this facility:

PROPOSED INJECTION FORMATIONS
 FORMATION A (Name): Cutler Porosity: _____
 Formation TDS: 24,332 Frac Gradient: _____ psi/ft Permeability: _____
 Proposed Stimulation Program: Acid Frac Treatment None
 FORMATION B (Name): _____ Porosity: _____
 Formation TDS: _____ Frac Gradient: _____ psi/ft Permeability: _____
 Proposed Stimulation Program: Acid Frac Treatment None
Anticipated Project Operating Conditions
 Under normal operating conditions, estimated fluid injection rates and pressures:
 FOR WATER: A minimum of 0 bbls/day @ 0 psi to a maximum of 2000 bbls/day @ 2300 psi.
 FOR GAS: A minimum of _____ mcf/day @ _____ psi to a maximum of _____ bbls/day @ _____ psi.

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct, and complete.
 Print Name: Denise M. Onyskiw, P.E. Signed: Denise M. Onyskiw
 Title: Consulting Engineer Date: October 3, 2014

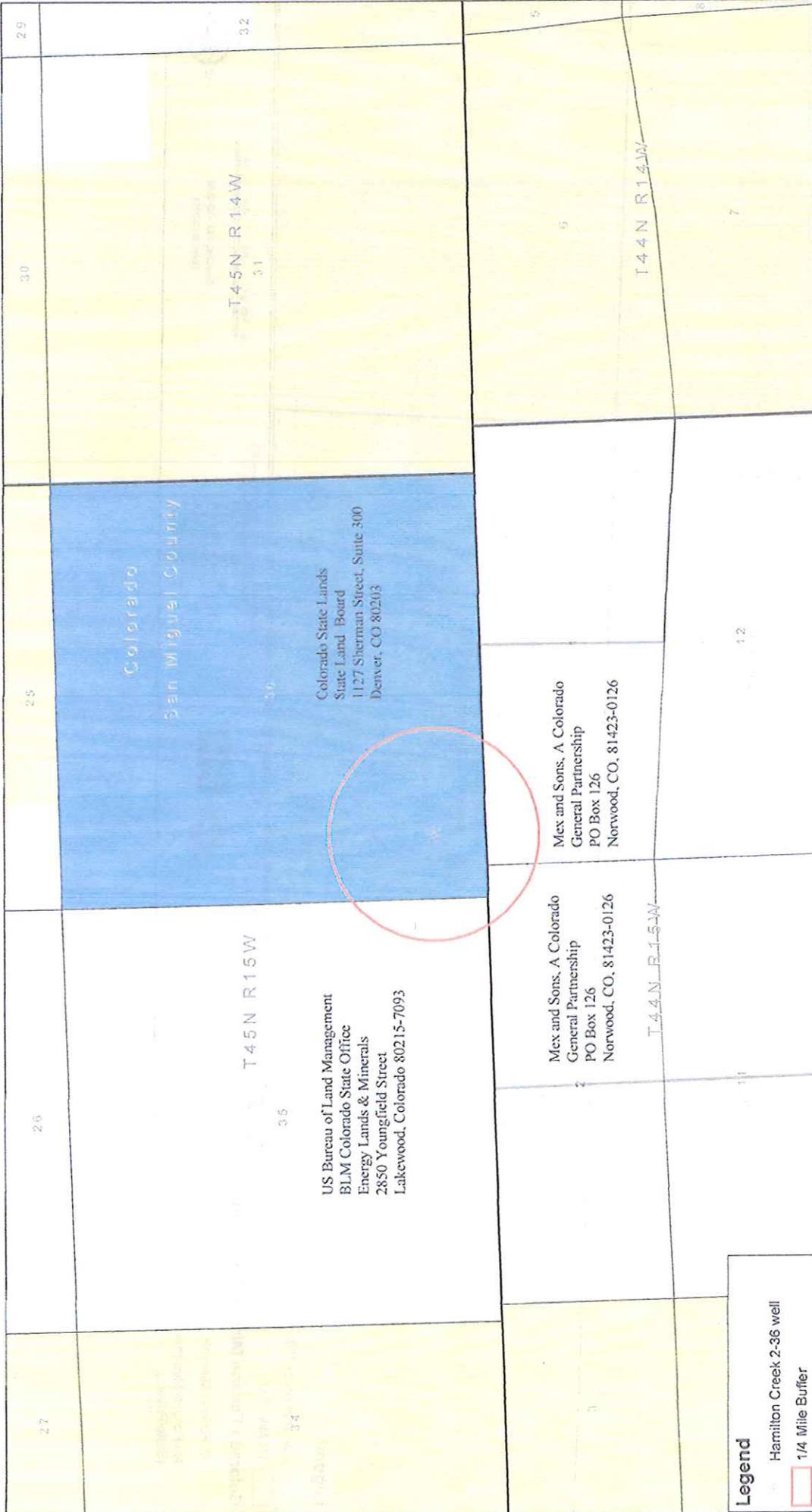
OGCC Approved: _____ Title: _____ Date: _____

Order No: _____
 CONDITIONS OF APPROVAL, IF ANY:

UIC FACILITY NO:

Date 11-17-14
 Authorization

Hamilton Creek 2-36 Surface Ownership Map



Legend

- Hamilton Creek 2-36 well
- 1/4 Mile Buffer

Colorado Surface Ownership

- BLM
- PRIVATE
- STATE

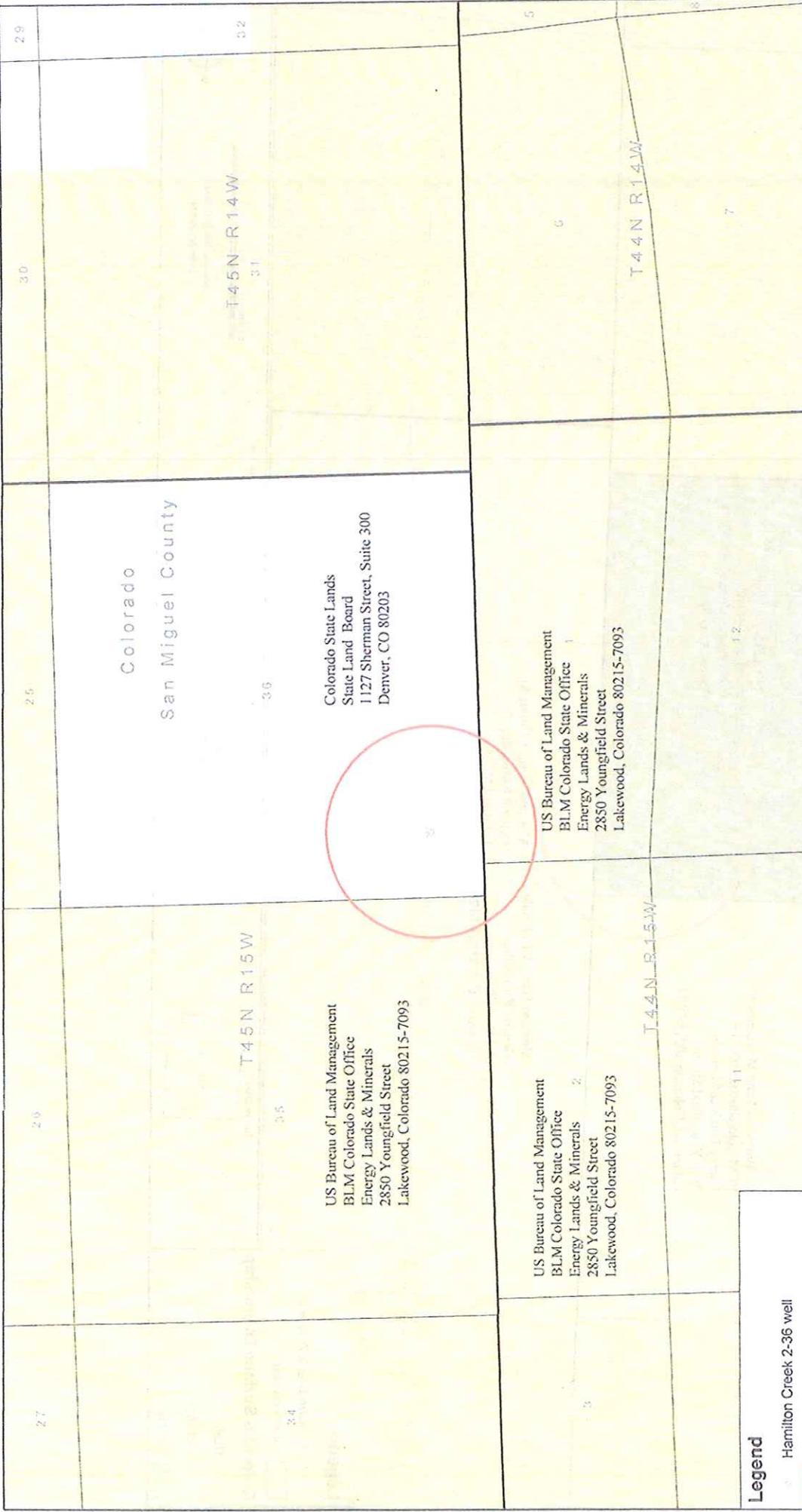
Index Map

Coordinate System: WGS 1984 UTM Zone 12N
 Projection: Transverse Mercator
 Datum: WGS 1984
 False Easting: 500,000.0000
 False Northing: 0.0000
 Central Meridian: -111.0000
 Scale Factor: 0.9996
 Latitude Of Origin: 0.0000
 Units: Meter

Scale: 0 0.05 0.1 0.2 0.3 0.4 Miles

Sources: IHS, CO-ELM
 Date: 8/13/2014

Hamilton Creek 2-36 Mineral Ownership Map



Legend

- Hamilton Creek 2-36 well
- 1/4 Mile Buffer
- Colorado Federal Mineral Ownership**
- All Federal Minerals
- No Federal Minerals (State/Private)

CCI

Index Map

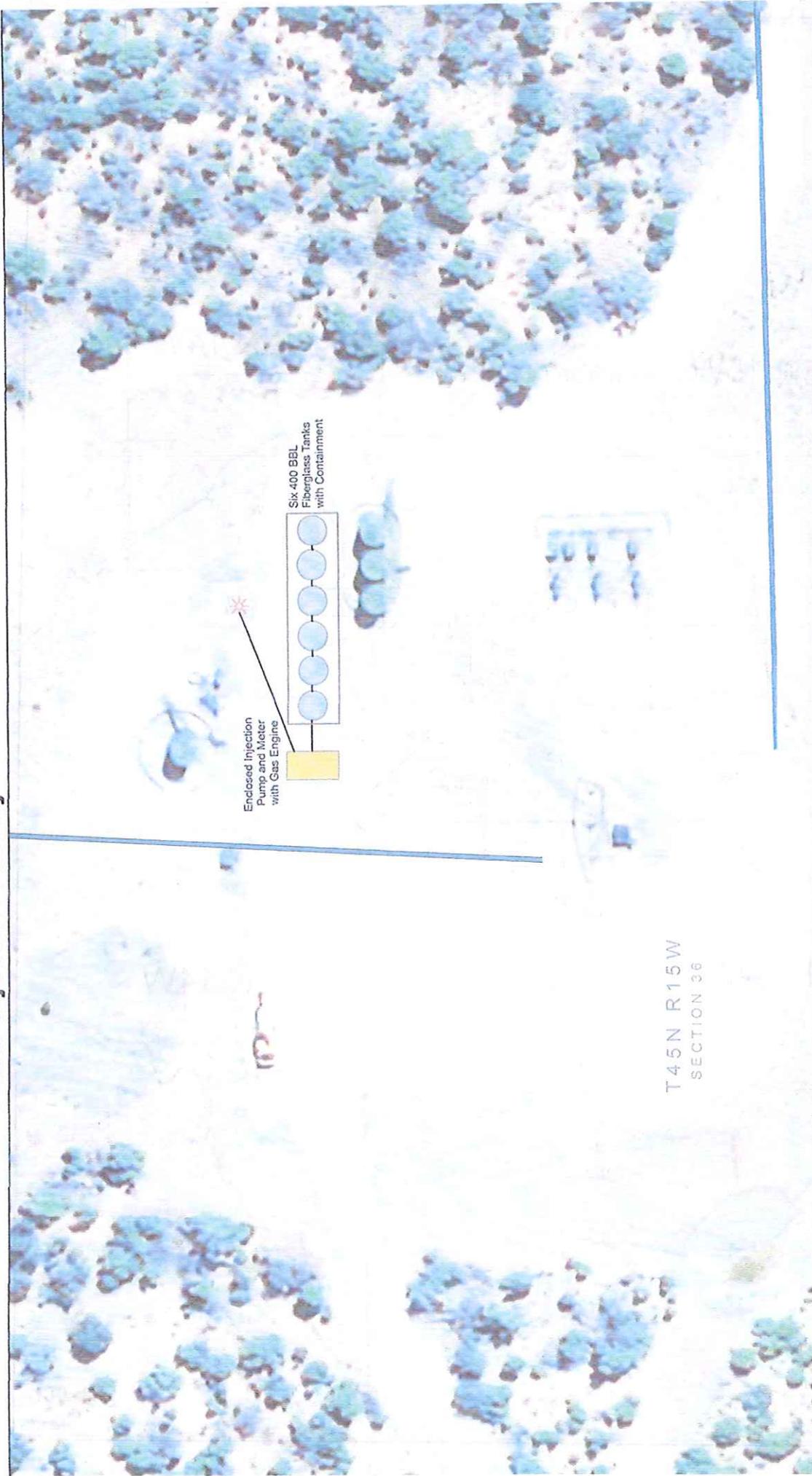
Colorado

Coordinate System: WGS 1984 UTM Zone 12N
 Projection: Transverse Mercator
 Datum: WGS 1984
 File: G:\GIS\Projects\Map_Series\Map_Series.aprx
 Federal Northings: 0.0000
 Central Meridian: -111.0000
 Scale Factor: 0.9999
 Latitude Of Origin: 0.0000
 Units: Meter

Scale: 0 0.05 0.1 0.2 0.3 0.4 Miles

Sources: IHS, CO-BLM
 Date: 8/13/2014

Water Injection Facility -- Hamilton Creek State 2-36



T45N R15W
SECTION 36

Scale 1" = 100'

North Arrow

SECTION 5-26: OIL AND GAS EXPLORATION & DEVELOPMENT

5-2601 Authority Of Section

In addition to those authorities set forth in Land Use Code Section 1-601, this Section is authorized by C.R.S. §§ 29-20-101 et seq., 30-28-101 et seq.; and Senate Bill 94-177 in which Section 1. states: "The general assembly declares that the purpose of this act is to address the regulatory and enforcement authority of the Colorado oil and gas conservation commission and that nothing in this act shall be construed to affect the existing land use authority of local government entities".

5-2601 A. Purpose of Section

This Section is enacted to protect and promote the health, safety, prosperity, and general welfare of the present and future residents and property owners of San Miguel County. San Miguel County's intent by enacting this Section is to provide for the development of oil and gas resources within the unincorporated area of San Miguel County while mitigating potential land use conflicts between such development and existing, as well as planned, land uses and the natural environment. San Miguel County recognizes that under state law the surface and mineral estates are separate and distinct interests in land and that one may be severed from the other. Owners of severed subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate as is reasonable and necessary to extract and develop their subsurface mineral interests underlying the surface estate, with due regard to the rights and interests of the surface owner, and subject to compliance with the provisions of this Section and any other applicable statutory, regulatory and other applicable legal requirements. This right to the reasonable and necessary use of a portion of the surface does not include the right to unreasonably, unnecessarily, and/or negligently destroy, interfere with or damage the surface owner's correlative rights to the surface. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the development of the underlying mineral estate, which includes access, exploration, and drilling, occur in a reasonable and non-negligent manner, and to have adverse land use impacts upon their property, associated with the development of the mineral estate mitigated, including mitigation required by this Section. Should it be established by competent evidence that a proposed oil and gas facility cannot be operated in compliance with this Section, County land use approval for such a facility may be denied.

In addition, while this Section provides standards for development review of the surface aspects of Oil & Gas Development, consistent with applicable state and federal standards, San Miguel County encourages the use of directional drilling, the placement of multiple wells on a single site, the use of evaporation pits rather than water injection stations, and other innovative techniques, and provides for

5-2601 D. Definitions of Minor Facility and Major Facility

I. **Minor Oil and Gas Facilities** ("Minor Facility") (See Section 5-2603 for Submission Requirements and Review Standards):

- (1) An individual well site or multiple well sites on a single pad built and/or operated to explore for or produce petroleum and/or natural gas (methane), or water injection stations and associated facilities used by a single operator servicing a single oil and gas field in conformance with a permit issued by the Colorado Oil and Gas Conservation Commission, including auxiliary equipment required for such production, i.e., separators, dehydrators, pumping units, tank batteries, and other equipment located within the perimeter of the well site pad, employing engines or motors with a cumulative horsepower rating of less than 200 hp, provided it complies with all applicable standards and requirements. If the well pad exceeds 8 acres in size, consideration shall be given to processing the development as a Major Facility unless it's determined the cumulative impacts will be less than those associated with an additional well pad, based upon Planning Staff's evaluation of the probable cumulative impacts associated with the Facility. This definition of a Minor Facility does not supercede the requirements of Section 5-2603 G. that the well pad be the minimum size necessary to provide a safe work area and minimize surface disturbance.
- (2) Gas gathering lines, flowlines and water collection lines serving oil and gas facilities, including trunk and lateral lines, shall not be subject to the setback standards required for such facilities, but shall comply with other applicable standards in this Section.
- (3) Facilities associated with gas gathering lines and water collection lines, such as: drip stations, vent stations, pigging facilities, chemical injection stations, transfer pump stations and valve box, where such equipment or facilities employ engines or motors with a cumulative horsepower rating of less than 200 hp, which comply with all applicable standards and requirements in this Section.
- (4) An individual well head compression and multiple well compression facility powered by motors or engines with a cumulative horsepower rating of less than 200 hp, which complies with all applicable standards and requirements in this Section.
- (5) Storage yards or construction staging areas occupying one acre or less, and which comply with all applicable standards.

- (6) Geophysical (Seismic) and Gas Exploration Operations to include, but not limited, to seismic activities.

II. **Major Oil and Gas Facilities** (Major Facility) (See Section 5-2604 Submission Requirements and Review Standards):

- (1) Any facility related to the production of oil and/or gas, including compressor stations and associated facilities which serve a single well or multiple wells employing engines and/or motors with a cumulative horsepower rating of 200 hp or more.
- (2) **Water injection stations and associated facilities serving more than one operator or more than one oil or gas field.**
- (3) Storage yards and construction staging yards that occupy an area of one or more acres.
- (4) Gas treating facilities that serve multiple wells or gathering systems.
- (5) Pipelines for which the power of eminent domain is available.

5-2601 E. Applicability

This Section is intended to apply in all Zone Districts of the County, including Wright's Mesa (WM) and the West End (WE), and would supercede all other provisions of the Land Use Code pertaining to oil and gas development except as specifically provided for in this Section.

5-2602 General Standards for Minor and Major Facility Applications

5-2602 A. Fee Schedule

See applicable Board of Commissioner Resolution for Fee Schedule.

5-2602 B. Consolidated Applications

In addition to reviewing an application for either a Minor or Major Facility, the applicant shall be entitled to have processed simultaneously any necessary building, access, wetland, or floodplain permits. Additional permit reviews for Minor Facilities may be processed through an Administrative Review subject to the applicable Land Use Code standards. Additional permit reviews for Major Facilities shall be processed through a One-Step or Two-Step review as appropriate subject to the applicable Land Use Code standards. The approval of a Special Use Permit by the Board of County Commissioners is not a site specific development plan approval and does not result in the vesting of development



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
TRES RIOS FIELD OFFICE

15 Burnett Court
Durango, CO 81301

www.blm.gov/co/st/en/fo/sjplc.html

In Reply Refer To:

File Code: 3160
CO800

Date: MAR 18 2015

Mr. Robert Koehler
Colorado Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801
Denver, CO 80203

CERTIFIED MAIL – Return Receipt requested: 7013 0600 0000 8245 6655

**Re: CCI Paradox Upstream Application for converting the HC State #2-36
to an Injection Well.**

Dear Mr. Koehler,

It has recently come to my attention that that CCI has filed an application with your office concerning the conversion of the HC State #2-36 well to an injector. This well is located on Colorado State minerals and surface. However, this well is part of the Hamilton Creek Unit which the Federal Government also participates in.

After reviewing the materials that were provided to the Bureau of Land Management, it became apparent that there are problems with this application.

The main concern from a Federal point of view is that CCI wants to inject into the same formation they are producing out of. It is possible that the produced water they are injecting, up to 2000 barrels a day, may find its way to Federal wells or other Unit wells and choke them off.

In the application CCI states that this well is intended for Enhanced Recovery. I am not familiar with waterflooding used to enhance gas wells. It would normally kill a well. The Federal Government has a correlative rights issue that needs to be protected.

According to the CCI Powerpoint showing where they have mapped out faults, this well is essentially located directly on one fault and adjacent to a second perpendicular fault. The problem with this, if it is the case, is that with the high rates of injection and pressure, leakage may occur through the faults. As has been observed in other injection wells, there is also a possibility that the fault may become lubricated and slip.

Additionally, this well is shallow. The uppermost perforation is at 2,406 feet. Without serious geologic analysis, this well could be a dangerous selection as an injector. Injection may take place at pressures up to 2300 psi could lead to problems. This injection pressure at this depth is double what the normal geologic gradient is.

Before injection, the operator indicated that this wellbore is going to have to have some modifications made to it. The primary cement job on the production casing only topped out at 1,830 feet. It is only 576 feet between the top of cement and the upper perforation. The CBL I reviewed had poor resolution and I am not sure of the quality of the cement in this interval. This well was drilled and completed in 1986 and it is very doubtful the operator can perforate and raise the cement into the surface casing (325 feet) for good seal. They want to perforate at 650 feet above a prior casing squeeze at 986 feet. It is unknown if a CBL was run on the squeeze.

Considering the poor condition of the wellbore and without further significant analysis of the reservoir and geology, I do not recommend the conversion of this well to an injector.

If you have any questions concerning this letter, please contact Dan Rabinowitz at 970-385-1363 or at drabinow@blm.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'DRABINOW', with a long, wavy horizontal line extending to the right.

Dan Rabinowitz
Petroleum Engineer
Bureau of Land Management

**COLORADO**Oil & Gas Conservation
Commission

Department of Natural Resources

P 303.894.2100 x5147 | F 303.894.2109
1120 Lincoln Street, Suite 801, Denver, CO 80203
bob.koehler@state.co.us | www.colorado.gov/cogcc

From: Cowan, Peter [mailto:picowan@blm.gov]
Sent: Monday, December 15, 2014 11:37 AM
To: Daniel Rabinowitz
Cc: Bob Koehler - DNR
Subject: Re: Hamilton Creek #2-36 Well conversion to an injection well.

Hi Dan,

I do not believe the state office received a copy of the letter. I pulled the unit file and did not see a copy of the notice. Hopefully Bob will know the address to which the letter was mailed.

Thanks!
Peter

--

Peter Cowan | Petroleum Engineer
Bureau of Land Management | Colorado State Office
Office (303) 239-3939 | Fax (303) 239-3799 | picowan@blm.gov

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On Mon, Dec 15, 2014 at 11:05 AM, Daniel Rabinowitz <drabinow@blm.gov> wrote:
Hi Bob,

Thanks for the call and email touching base with me!

Let me get a hold of you a little later. I want to explore that correlative rights situation with you. I will need to talk to the BLM Units folks up in Denver first. I am just happy you did not approve it yet.

Where did you send that letter to? Was it the BLM in Denver? I did not get it here.

Thanks,

Dan

Subject: Fw: Hamilton Creek #2-36 Well conversion to an injection well.
From: Dave Schneck (daves@sanmiguelcounty.org)
To: miker@sanmiguelcounty.org; karenh@sanmiguelcounty.org;
Date: Thursday, January 22, 2015 3:13 PM

FYI, an update from the BLM on the Hamilton Creek injection well. Bob Koehler is the COGCC engineer reviewing the well.

----- Forwarded Message -----

From: Daniel Rabinowitz <drabinow@blm.gov>
To: Bob Koehler - DNR <bob.koehler@state.co.us>
Cc: Peter Cowan <picowan@blm.gov>; Dave Schneck <daves@sanmiguelcounty.org>
Sent: Wednesday, January 21, 2015 11:56 AM
Subject: RE: Hamilton Creek #2-36 Well conversion to an injection well.

Hi Bob,

I hope your holidays were good!

I just got a call from San Miguel County and they were wondering where we were on this? Do you have any updates? I have been out of the office quite a bit lately and I need to get this figured out. Did that Surface Use Agreement come together yet? I want to get with Peter Cowan and go on record with our concerns. This well just seems to be a poor candidate for conversion to injection.

If it is approved, what monitoring parameters would be in place? I remember the primary cement job was not excellent either? I would like to get some closure on this because we have a lot of folks involved in this issue.

Thanks,

Dan

From: Bob Koehler - DNR [mailto:bob.koehler@state.co.us]
Sent: Monday, December 15, 2014 11:40 AM
To: Cowan, Peter; Daniel Rabinowitz
Subject: RE: Hamilton Creek #2-36 Well conversion to an injection well.

Peter,

Enclosed is the scanned copy of the letter. I just sent the same thing to Dan.

Cheers,

Robert P. (Bob) Koehler, PhD
Underground Injection Control Lead, Geology Advisor

In the application CCI states that this well is intended for Enhanced Recovery. I am not familiar with waterflooding used to enhance gas wells. It would normally kill a well. The Federal Government has a correlative rights issue that needs to be protected.

According to the CCI Powerpoint showing where they have mapped out faults, this well is essentially located directly on one fault and adjacent to a second perpendicular fault. The problem with this, if it is the case, is that with the high rates of injection and pressure, leakage may occur through the faults. As has been observed in other injection wells, there is also a possibility that the fault may become lubricated and slip.

Additionally, this well is shallow. The uppermost perforation is at 2,406 feet. Without serious geologic analysis, this well could be a dangerous selection as an injector. Injection may take place at pressures up to 2300 psi could lead to problems. This injection pressure at this depth is double what the normal geologic gradient is.

Before injection, the operator indicated that this wellbore is going to have to have some modifications made to it. The primary cement job on the production casing only topped out at 1,830 feet. It is only 576 feet between the top of cement and the upper perforation. The CBL I reviewed had poor resolution and I am not sure of the quality of the cement in this interval. This well was drilled and completed in 1986 and it is very doubtful the operator can perforate and raise the cement into the surface casing (325 feet) for good seal. They want to perforate at 650 feet above a prior casing squeeze at 986 feet. It is unknown if a CBL was run on the squeeze.

Considering the poor condition of the wellbore and without further significant analysis of the reservoir and geology, I do not recommend the conversion of this well to an injector.

If you have any questions concerning this letter, please contact Dan Rabinowitz at 970-385-1363 or at drabinow@blm.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'DRABINOW', with a long, wavy horizontal line extending to the right.

Dan Rabinowitz
Petroleum Engineer
Bureau of Land Management



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
TRES RIOS FIELD OFFICE
15 Burnett Court
Durango, CO 81301
www.blm.gov/co/st/en/fo/sjplc.html

In Reply Refer To:

File Code: 3160
CO800

Date: MAR 18 2015

Mr. Robert Koehler
Colorado Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801
Denver, CO 80203

CERTIFIED MAIL – Return Receipt requested: 7013 0600 0000 8245 6655

Re: CCI Paradox Upstream Application for converting the HC State #2-36 to an Injection Well.

Dear Mr. Koehler,

It has recently come to my attention that that CCI has filed an application with your office concerning the conversion of the HC State #2-36 well to an injector. This well is located on Colorado State minerals and surface. However, this well is part of the Hamilton Creek Unit which the Federal Government also participates in.

After reviewing the materials that were provided to the Bureau of Land Management, it became apparent that there are problems with this application.

The main concern from a Federal point of view is that CCI wants to inject into the same formation they are producing out of. It is possible that the produced water they are injecting, up to 2000 barrels a day, may find its way to Federal wells or other Unit wells and choke them off.

From: Bob Koehler - DNR [mailto:bob.koehler@state.co.us]
Sent: Monday, December 15, 2014 10:28 AM
To: Daniel Rabinowitz
Subject: RE: Hamilton Creek #2-36 Well conversion to an injection well.

Dan,

I must apologize, I have not been answering my phone religiously and you go caught out. Just been very busy with new UIC applications, 8 or so in the last month.

We are waiting on a Surface Use Agreement between the Colorado State Land Board and CCI before proceeding with the permit application. The BLM can raise a protest but it should be in writing to COGCC and the technically the window may have closed. The official notification letter went out 9/12/2014 giving the BLM 15 days to protest in writing. You may have a second chance in that we will be sending a public notice to the local newspaper, probably the The Norwood Post, with a 30 day window as soon as we receive the Surface Use Agreement.

As mineral owners the Federal Government through the BLM has every right to protest the CCI Hamilton Creek #2-36 project. The potential infringement of mineral rights is a classic reason for denying a UIC application, see our Rule 325.m.(1).

"325.m. Evaluation of written requests for public hearing. Written requests for public hearing before the Commission by a person, notified in accordance with subparagraphs i. and j. of this rule, who may be directly and adversely affected or aggrieved by the authorization of the underground disposal into the proposed injection zone, shall be reviewed and evaluated by the Director in consultation with the applicant. Written protests shall specifically provide information on:

- (1) Possible conflicts between the injection zone's proposed disposal use and present or future use as a source of drinking water or present or future use as a source of hydrocarbons, or
- (2) Operations at the well site which may affect potential and current sources of drinking water."

We were not wild about the shallow depth of injection but couldn't deny it. Mark Weems went over the COGCC's Form 2-Application for Permit to Recomplete and Operate. The Form 2 is also on hold for the Surface Use Agreement. Mark put several COAs on the well:

Drilling/Completion Operations

The following change in procedure is required:

Set BP at 1300'

Pressure test BP, workstring, and casing to 1000 psig surface pressure

Run a casing inspection and cement bond log from 1250' to surface

Report results to COGCC engineer

Pending the results of the MIT, csg insp and CBL, the operator may not need to perforate at 650' and cementing to surface

Assuming the well passes MIT scrutiny then:

1) BEFORE STIMULATING WELL, CAPTURE WATER SAMPLE FROM THOSE FORMATION(S) REQUESTED FOR INJECTION AND ANALYZE FOR TOTAL DISSOLVED SOLIDS. SUBMIT LAB ANALYSIS TO BOB KOEHLER AT bob.koehler@state.co.us

2) PRIOR APPROVAL VIA A FORM 4 SUNDRY NOTICE IS REQUIRED FOR A STEP RATE OR PASSIVE INJECTIVITY TEST. THE STEP RATE TEST MUST NOT

EXCEED 5000 BBLs CUMULATIVE VOLUME AND 10 DAYS TIME.
3) INJECTION IS NOT AUTHORIZED UNTIL APPROVAL OF FORM 31 AND 33.

If you have a technical reason for denying this project please let us know. Maybe contact Mark and discuss it with him. I/we would be willing to put COAs on the injection permit to ensure safe operation of the well from the mineral right point of view and environmental protection.

Cheers,

Robert P. (Bob) Koehler, PhD
Underground Injection Control Lead, Geology Advisor



P 303.894.2100 x5147 | F 303.894.2109
1120 Lincoln Street, Suite 801, Denver, CO 80203
bob.koehler@state.co.us | www.colorado.gov/cogcc

From: Daniel Rabinowitz [mailto:drabinow@blm.gov]
Sent: Friday, December 12, 2014 1:57 PM
To: Bob.koehler@state.co.us
Subject: Hamilton Creek #2-36 Well conversion to an injection well.

Hi Bob,

I have been trying to get a hold of you concerning the conversion of this well to an injector. Some folks in San Miguel County alerted me about the situation.

I have some concerns about this approval. I'd like to run them past you.

A little background first. The well is located on State surface, State Minerals. The well (Hamilton Creek #2-36) is located in the Hamilton Creek Unit. It is sited very close to adjacent producing wells and also to BLM minerals.

My main concern from a Federal point of view is that CCI wants to inject into the same formation they are producing out of. It is possible that the produced water they are injecting, up to 2000 barrels a day, may find its way to Federal wells or other Unit wells and choke them off. In the application CCI state that this well is intended for Enhanced Recovery. I am not familiar with waterflooding to enhance gas wells. It would normally kill a well. I think we have correlative rights issues here.

My second concern is that the well is shallow. The uppermost perforation is at 2,406 feet. In my past experience, we have only approved deep injectors. I don't want to jump to conclusions here, but without some serious geologic analysis, this well could be a dangerous selection as an injector. If there are any faults or other geologic anomalies in that area, injecting at 2300 psi could lead to problems.

Additionally, the wellbore is going to have to have some modifications made to it as the primary cement job only topped out at 1,830 feet. This well was drilled and completed in 1986 and it is very doubtful the operator can perforate and raise the cement into the surface casing for good seal. They want to perforate at 650 feet above a prior casing squeeze at 986 feet. I don't know if a CBL was run on the squeeze.

I would like to find out where you are in the process of this approval. I don't think this is a good candidate for an injector.

Thanks,
Dan

Dan Rabinowitz

Petroleum Engineer
Bureau of Land Management
Tres Rios Field Office
15 Burnett Court
Durango, CO 81301
Office: 970-385-1363
Fax: 970-385-2338

Subject: Fw: FW: San Miguel County injection well Info
From: Dave Schneck (daves@sanmiguelcounty.org)
To: karenh@sanmiguelcounty.org; miker@sanmiguelcounty.org;
Date: Wednesday, November 26, 2014 9:44 AM

----- Forwarded Message -----

From: "Cowan, Peter" <picowan@blm.gov>
To: Daniel Rabinowitz <drabinow@blm.gov>
Cc: Dave Schneck <daves@sanmiguelcounty.org>
Sent: Tuesday, November 25, 2014 5:57 PM
Subject: Re: FW: San Miguel County injection well Info

Hi Dan,

I looked through the Hamilton Unit to see what it says. It is an exploratory unit agreement and follows the model form. It does not mention water disposal wells or anything similar, so I do not believe the unit agreement would give the BLM the authority to review the water disposal well since it is on fee surface and fee minerals.

The one thought that I have, is that the exploratory unit is not usually used with enhanced recovery operations. If the operator has decided to use a water flood with natural gas wells (rather unusual), then they should probably talk to the state office about forming a secondary/enhanced recovery unit in that area out of the current exploratory unit. I have not processed an enhanced recovery unit, so I would need to research the process a bit more to give you more detailed advice. Would that be helpful for you?

I apologize that I didn't get back to you on Friday. I was swamped when I got back to the office. Please let me know if I can help with anything on my end.

Thanks!
Peter

--

Peter Cowan | Petroleum Engineer

Bureau of Land Management | Colorado State Office
Office (303) 239-3939 | Fax (303) 239-3799 | picowan@blm.gov

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On Tue, Nov 18, 2014 at 11:25 AM, Daniel Rabinowitz <drabinow@blm.gov> wrote:
Good Morning Peter,

I received a call from Dave Schneck who works for San Miguel County and he asked me to look over this proposal from CCI Paradox to convert a well to injection status. I have some concerns about this approval. I'd like to run them past you.

A little background first. The well is located on State surface, State Minerals. The well (Hamilton Creek #2-36) is located in the Hamilton Creek Unit. It is sited very close to adjacent producing wells and also to BLM minerals.

My main concern from a Federal point of view is that CCI wants to inject into the same formation they are producing out of. It is possible that the produced water they are injecting, up to 2000 barrels a day, may find its way to Federal wells or other Unit wells and choke them off. In the application CCI state that this well is intended for Enhanced Recovery. I am not familiar with waterflooding to enhance gas wells. It would normally kill a well. I think we have correlative rights issues here.

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This is a State jurisdictional well so the latter two of my concerns are nothing we can act on unless there is something in the Unit agreement, but I am concerned about the correlative rights issue. Under 3161.2 and 3162.1 the AO is to ensure that we get the Maximum Ultimate Economic Recovery of oil and gas with minimal waste.

Attached is the proposal that CCI sent to Dave.

Let me know your thoughts on this. I think at some point (soon) we need to talk to the COGCC Engineer doing the analysis of this project.

Thanks,

Dan

Dan Rabinowitz

Petroleum Engineer
Bureau of Land Management
Tres Rios Field Office
15 Burnett Court
Durango, CO 81301
Office: 970-385-1363
Fax: 970-385-2338

Subject: Fw: San Miguel County injection well Info
From: Dave Schneck (daves@sanmiguelcounty.org)
To: miker@sanmiguelcounty.org; karenh@sanmiguelcounty.org;
Date: Tuesday, November 18, 2014 3:42 PM

----- Forwarded Message -----

From: Daniel Rabinowitz <drabinow@blm.gov>
To: Peter Cowan <picowan@blm.gov>
Cc: Dave Schneck <daves@sanmiguelcounty.org>
Sent: Tuesday, November 18, 2014 11:25 AM
Subject: FW: San Miguel County injection well Info

Good Morning Peter,

I received a call from Dave Schneck who works for San Miguel County and he asked me to look over this proposal from CCI Paradox to convert a well to injection status. I have some concerns about this approval. I'd like to run them past you.

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Thanks,

Dan

Dan Rabinowitz

Petroleum Engineer
Bureau of Land Management
Tres Rios Field Office
15 Burnett Court
Durango, CO 81301
Office: 970-385-1363
Fax: 970-385-2338

Mike, I asked Dan to take a look at the proposal from CCI to do an injection well on a State surface and minerals parcel. I was wondering about the shallow depth as well.

From: Dave Schneck [mailto:daves@sanmiguelcounty.org]
Sent: Monday, November 17, 2014 3:09 PM
To: drabinow@blm.gov
Subject: San Miguel County injection well Info

Thanks for taking a look Dan, good talking to you.

Subject: CCI Hamilton Cree3k 2-36 Injection Well Proposal
From: Dave Schneck (daves@sanmiguelcounty.org)
To: bob.koehler@state.co.us; miker@sanmiguelcounty.org; stevez@sanmiguelcounty.org;
Date: Friday, April 10, 2015 12:07 PM

Bob, thank you for taking the time to return my call this morning with regards to the above referenced proposal. San Miguel County continues to have serious concerns with the conversion proposed of this existing well to an injection well for waste disposal. Our initial concerns are with the age of the well, the relatively shallow depth of the well, and the proposed location for additional perforated zones to be created. The age of the well raises serious questions regarding the condition and integrity of the casing and the relatively shallow depth raises concerns with pressurized waste finding its way through fractures into other aquifers. In addition to sharing these concerns, the BLM petroleum engineers have expressed concerns about interference with correlative rights on other ownerships. We support the BLM request that this proposal be denied. Although we apparently have missed the deadline for protest or appeal of this proposal, San Miguel County formally requests we be notified through our LGD (Mike Rozycki) of the outcome of your review of this proposal and any additional opportunities for input to the COGCC. Please add this request and the concerns we have raised to your file regarding this proposal so they become part of the record.

David Schneck
San Miguel County Environmental Health Director

Subject: Re: COGCC Letter
From: Dave Schneck (daves@sanmiguelcounty.org)
To: drabinow@blm.gov; miker@sanmiguelcounty.org; karenh@sanmiguelcounty.org;
Date: Tuesday, March 24, 2015 11:38 AM

Thanks for your input on this proposal Dan

From: Daniel Rabinowitz <drabinow@blm.gov>
To: Dave Schneck <daves@sanmiguelcounty.org>
Sent: Tuesday, March 24, 2015 11:33 AM
Subject: RE: COGCC Letter

Hi Dave,

This is what I know so far. COGCC will Deny the application based upon my letter and their own internal review. After that we will have to sit it out and see what CCI does next. I have asked Bob K. if there is an appeal process on the Denial.

I will keep you posted on what happens next.

Thanks,

Dan

Dan Rabinowitz

Petroleum Engineer
Bureau of Land Management
Tres Rios Field Office
15 Burnett Court
Durango, CO 81301
Office: 970-385-1363
Fax: 970-385-2338

From: Dave Schneck [mailto:daves@sanmiguelcounty.org]
Sent: Tuesday, March 24, 2015 11:29 AM
To: Daniel Rabinowitz
Subject: Re: COGCC Letter

Thanks Dan, please let me know if you get a response from the COGCC to your comments.

From: Daniel Rabinowitz <drabinow@blm.gov>

To: Dave Schneck <daves@sanmiguelcounty.org>; Bob.koehler@state.co.us; Peter Cowan <picowan@blm.gov>
Sent: Tuesday, March 24, 2015 10:59 AM
Subject: COGCC Letter

Attached is the letter I sent out last week. You should be receiving your paper copies shortly.

Thanks,

Dan

Dan Rabinowitz

Petroleum Engineer
Bureau of Land Management
Tres Rios Field Office
15 Burnett Court
Durango, CO 81301
Office: 970-385-1363
Fax: 970-385-2338



CCI Paradox Upstream LLC
811 Main Street, Suite 3500
Houston, TX 77002

T 281 378-1100
F 281 378-1250

Reference:
3160
CO800

UPS TRACKING NO.
1ZE975A70191715622

April 14, 2015

Bureau of Land Management
Tres Rios Field Office
Attn: Dan Rabinowitz
15 Burnett Court
Durango, CO 81301

RE: CCI Paradox Upstream LLC application for converting the HC State 2-36 to an injection well

Mr. Rabinowitz,

This letter is in response to the Bureau of Land Management (BLM) letter to the Colorado Oil and Gas Conservation Commission (COGCC) dated March 18, 2015, protesting CCI Paradox Upstream LLC's ("CCI") Underground Injection Control (UIC) application for converting the HC State #2-36 to an injection well. A conversion well is necessary to produce State and Federal reserves from at least three wells on the east side of the Hamilton Creek Field ("Field") due to the large quantity of water they produce. In addition, future reserves may be lost as prospective zones will not be completed if uneconomic water production is expected. CCI's in-depth review of potential candidates to convert to an injection well identified five other candidates; HC Federal 25-41, HC Federal 1-35H, HC Bray 30-11, HC State 36-41 and HC Federal 1-30H. The HC State 2-36 was selected as the best candidate for the following reasons:

- the HC State 2-36 has a shallow horizon that offers better permeability and injectivity;
- It has better quality sands that are more porous and permeable, and therefore easier to inject into;
- there are no other wells in the same fault block that are still producing from the HC State 2-36 injection formation and sands;
- the Upper Cutler is already depleted in this fault block; and
- there are not any additional pay sands present in the HC State 2-36.

Concern 1: Federal government correlative rights

In the March 18th letter, the BLM stated "The main concern from a Federal point of view is that CCI wants to inject into the same formation that they are producing out of." At the present time, the Upper Cutler sands lying at a measured depth of less than 2,700 feet have only produced from four (4) wells in the Field: HC State 1-36, HC State 2-36, HC Federal 1-35H, and HC State 25-41. Only one of these wells, the HC State 1-36, is still producing; however, it is fault separated from the HC State 2-36 and is located approximately 2,800 feet to the northeast (more than 0.5 mile away). The HC State 2-36, HC Federal 1-35H, and HC State 25-41 are currently shut-in; of which the HC State 2-36 and HC Federal 1-35H are both depleted.

There is only one producing well, the HC State 36-41, located in the same fault block as the HC State 2-36. However, the HC State 36-41 produces from a deeper Cutler sand (3,815 - 3,841 feet) and the Honaker Trail (7,554 - 8,476 feet). All other wells within 1.0 mile of the HC State 2-36 are in a different fault block and produce from much deeper reservoirs (more than 4,500 feet deeper at more than 7,000' measured depth). Moreover, most of these wells lie on the downthrown side of the main trapping fault (Blue Fault) which has 150 to 200 feet of throw.

Fault separation in the Field, as well as fault sealing is supported by production, volumetrics and reservoir quality. The HC State 36-31, a directional well drilled from the same pad as the HC State 36-41, displays much poorer reservoir quality and calculates wet. The top of the Cutler 3 in the HC State 36-31 is 18 feet higher structurally than in the HC State 2-36 (subsea true vertical depth [SSTVD] of 4,310 feet versus 4,292 feet SSTVD).

Finally, the COGCC will be assigning CCI a maximum injection volume for the life of the disposal well. This volume will be the amount of water assumed to be able to fill a circle with a ¼-mile radius. The water will not reach the surrounding wells.

Concern 2: Orientation of HC State 2-36 to nearby faults

Over the years, the Field has been extensively studied by current and past operators, including Tom Brown Inc. ("Tom Brown"), Encana Corporation ("Encana"), Patara Oil & Gas LLC ("Patara"), and CCI.

Tom Brown permitted, shot, and acquired a 3-D seismic survey across the Field in 2004, which was processed by Veritas. The 3-D seismic survey confirmed the presence of a large, faulted anticline with a 3-way fault bounded closure.

Patara acquired the Field from Encana in 2010. After reinterpreting the Veritas processed data, Patara retained Tricon Geophysics to reprocess the data in December 2010 to improve the imaging of the Bray Fault Block (north side of the Field) and the section downthrown to the Blue Fault (graben), the main trapping fault in the Field. In addition, the reprocessed data improved the vertical resolution of the data overall, which better illustrates the small faults within the productive section of the Cutler and Honaker Trail. After reprocessing, Patara ran an Offset Vector Tile Pre-stack Migration (OVT). Three iterations of the pre-stack time migration were performed. The decreased noise level and the resulting stack and migrated volumes improved the vertical resolution significantly. This aided in the identification and interpretation of smaller faults (less than 50 feet displacement) in the Field that had not previously been identified; such as the small normal fault (-25 feet throw) just offsetting the HC State 2-36 (see Attachment A, Structure Map).

The current structural interpretation of the Field is a combination of 3-D seismic interpretation including the reprocessed data and subsurface geological mapping. Faults throughout the field are sealed by the overlying tight sands, siltstones and shales of the Upper Cutler Formation.

Concern 3: HC State 2-36 depth

The Cutler in HC State 2-36 was chosen because it is the easiest and most economical formation to use for water disposal.

The UIC regulations are codified in the Safe Drinking Water Act (SDWA). COGCC is charged with the protection of underground sources of drinking water (USDWs) by issuing UIC permits in compliance with the SDWA. CCI met with COGCC to discuss the injection project prior to submitting the application. One of the objectives of the meeting was to discuss confinement of the injection zone to prevent the contamination of USDWs.

The requested injection pressure in the application is higher than the COGCC will approve. Maximum surface injection pressures are issued as part of the UIC permit. They are calculated based on the depth of the highest perforation and the fracture gradient of the injection formation. The COGCC's program does not approve injection pressures high enough to fracture the injection formation. CCI will not inject higher than the permitted maximum injection pressure.



Engaged Membershi

Welcome to Backcountry Hunters and Anglers

A Hunt for Wild Lands

Our Purpose and Objectives

In the ever expanding and technological world in which we live, there is a need and a longing to return to the natural world and experience the wonders that wilderness provides. We know full well that hunting and angling are inextricably linked to a healthy environment. We believe that it is a privilege to experience the awesome power of nature and wildlife. Therefore, it is our responsibility to recognize the importance of, and defend wild country, where human beings are only visitors.



In 1964, the U.S. Congress and President Lyndon Baines Johnson provided America the tool needed to keep our hectic lives in perspective: The Wilderness Preservation Act. This law provides a glimpse of what the land was like prior to the founding, development and expansion of our great nation. It also provides all living creatures clean air, clean water, and the habitat needed to sustain biodiversity. Human beings are a part of this equation. We can and will make a difference by promoting the sustainability of all life, and the ethics and traditions of angling and hunting, so that these activities can be enjoyed by future generations.

So, in the tradition of the great Republican President, Theodore Roosevelt, along with such noted historical figures as John James Audubon, John Muir, Bob Marshall, Judge John B. Waldo, George Bird Grinnell, Aldo Leopold, Rachel Carson, Republican Representative John Saylor and Democratic Senator Frank Church, Backcountry Hunters and Anglers launches its conservation beginnings.

- **ORV Abuse:** BHA works to protect traditional, non-motorized hunting and fishing experiences and the lands that support those activities. While we recognize that Off-road vehicles (ORVs) are useful tools used by many people, BHA works to protect fisheries, clean water and wildlife habitat from excessive motorized traffic and abuse. BHA educates the public on proper and legal use of ORV's and the importance of enforcing fines and regulations for illegal use that impact fish and wildlife habitat, migration, and breeding.
- **Gas, Oil, and Mining:** Oil and gas leasing is important economic activity, but America's hunger for energy must be balanced with our responsibility to pass on healthy land and water for future generations. BHA will address energy development projects that impact fish and wildlife habitat, migration, breeding, and sportsmen's hunting and fishing opportunities, by educating decision-making agencies, legislative bodies, and local stakeholders. **Mining:** We all use minerals in our daily life and mining is important. However, if done irresponsibly, mining can leave lasting scars that pollute water and

degrade habitat. BHA will address mining projects that will impact fish and wildlife habitat, migration, breeding, and sportsmen's hunting and fishing opportunities, by educating decision making agencies, legislative bodies, and local stakeholders.

- Education and Outreach: Part of BHA's mission is to educate people about safe, enjoyable and sustainable backcountry hunting and fishing. In particular, we educate the next generation about this ancient tradition. The Backcountry Journal, our quarterly publication available to all members, and our national gathering, the North American Rendezvous, are our main educational activities. The Backcountry Journal is a 16-page glossy magazine with educational stories, hunting and fishing tales, project updates, and public land issues updates. The Rendezvous is a weekend of camaraderie, hands-on seminars, speakers, banquet dinner and auction. BHA also visits numerous sports shows around the country to visit face to face with local sportsmen about the issues they are facing and the work BHA is doing in that state.
- Backcountry: BHA's members greatly value the remaining undeveloped, natural areas of our national forests and other public lands. We work to maintain the backcountry values of solitude, silence, clean and free flowing rivers and habitat for large, wide-ranging wildlife. We work to deploy a variety of legal and administrative tools to maintain those values, including the Wilderness Act, where appropriate.

Join the "sportsmen's voice for our wild public lands, waters and wildlife" today! Donate to our boots-on-the-ground efforts to maintain America's backcountry habitat and sporting traditions.

Backcountry Hunters & Anglers Releases Public Lands Report to Educate Sportsmen and D Need to Keep Public Lands in Public Hands

For Immediate Release

Thursday, November 13, 2014

Contact: Land Tawney, BHA Executive Director, tawney@backcountryhunters.org, 406-370-4325

Missoula, MT – Today, Backcountry Hunters & Anglers (BHA) released “**Our Public Lands-Not for Sale**”, proposed transfer, or sale, of America’s federal public lands would negatively affect sportsmen and women in the United States. A growing number of **western state legislators** and **federal elected officials** are advocating for the transfer or all out sale of federal public lands. This **report** highlights how these ideas are nothing new and if they come to pass, how detrimental they would be to America’s sportsmen and women, ultimately resulting in loss of access to quality habitat for hunting and fishing.

The **report** also illustrates the incredible potential harm to both the outdoor business community and sportsmen and women. More than two thirds of hunters in the 11 Western states depend on public lands for all or part of their hunting, including both resident and non-resident hunters. And, outdoor recreation supports \$646 billion in revenue and 6.1 million jobs annually.

Backcountry Hunters & Anglers is 100% against the transfer, or sale, of our federal public lands. While we think that federal land management could be improved, this is no time to throw the baby out with the bathwater. We look forward to working with elected officials from both sides of our outdoor heritage and keep public lands in public hands,” said Land Tawney, Executive Director of BHA.

“Without public land we would be out of business, in fact, we would have never gotten into business because of the reason to make hunting clothes if only a select few could participate. The opportunity for individuals to enjoy public lands in an equitable manner is one of the core American values that enriches the quality of life for all, including our Founder, First Lite, Idaho.

[Read more...](#)



What America’s Outdoor Media says about “Transfer” of Public La

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

April 22, 2015

Ms. Rebecca Mitchell
Chief, Water Supply Planning Section
Colorado Water Conservation Board
1313 Sherman Street, 7th Floor
Denver, Colorado 80203

Dear Ms. Mitchell:

The San Miguel County Board of Commissioners (“Board”) submits the following comments on the draft Colorado Water Plan.

Environmental and Recreational Use of Water. The Board strongly supports protection of water for environmental and recreational purposes, which are critical components of San Miguel County’s economy. The Board believes that it is necessary for the State to develop and provide tools to determine the quantity of water necessary for environmental and recreational uses and to permanently protect water for those uses. The quantity of water for environmental and recreational uses must be adequate to ensure a healthy, fully functioning river environment and to provide a quality river recreational experience for boaters and others.

The Board supports watershed and land use collaborative groups and efforts, and we have participated in several collaborative watershed groups including Public Lands Partnership, Dolores River Dialogue, and San Miguel Watershed Coalition. These watershed collaborations are critical to implementing projects that benefit entire watersheds, but they often have difficulty funding their facilitation efforts and administration. We request that the State encourage and provide funding for these groups, not just for projects, but also for administration and staff to better enable them to undertake important watershed projects.

In general, the Board supports increased and innovative funding for nonconsumptive projects, as spending for these projects is well below State spending on consumptive projects. We also encourage the State to create innovative mechanisms for funding nonconsumptive projects. For example, the State could require that any funding of a consumptive project – particularly a large consumptive project – include funding for a related nonconsumptive project that would mitigate any environmental or recreational impacts caused by the project (i.e., not simply adding recreational use to a reservoir).

Agriculture and Alternatives to Agricultural Water Transfer. The Board also strongly supports preserving existing senior water supplies for agricultural uses in order to prevent drying up productive agricultural land and to preserve a vibrant agricultural economy. To that end, the Board supports efforts to implement alternatives to the transfer of agricultural

water rights to municipal and other uses, including tools and pilots to encourage agricultural water efficiency and more flexibility, such as HB 15-1222, which recently failed in the legislature.

Land Use Planning. The Board supports the section of the Colorado Water Plan that addresses land use planning, including the action steps to strengthen and encourage land use development tools. The CWP should provide a mechanism for coordinating land use planning with water supply planning and should consider linking the two planning efforts as a requirement of funding projects.

Evaporation. The Board has read and supports the concerns addressed by Robert L. Grossman regarding reservoir evaporation, which were previously submitted to the State and are attached here. In particular, we support the concept of a Symposium on Colorado's Reservoir Future suggested by Mr. Grossman, as well as providing information and education regarding evaporation issues with reservoirs to water managers and proponents of reservoir projects. We believe that any future reservoirs should be constructed to minimize evaporation.

Suggested Actions. We suggest that all actions recommended in the CWP be moved into a single appendix for easy use and reference.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Joan May, Chair

Subject: Fwd: Notice of Contested 2015 CWCB ISF Appropriations

From: Steve Zwick (stevez@sanmiguelcountyco.gov)

To: lindal@sanmiguelcounty.org; lynnb@sanmiguelcounty.org; johnh@sanmiguelcounty.org;
daves@sanmiguelcounty.org; miker@sanmiguelcounty.org;

Date: Thursday, April 9, 2015 4:45 PM

FYI Should this matter be agendized for a BOCC discussion during the 4/22/15 meeting? According to the attached notice the deadline for SMCo to request party status or contested hearing participant status is 4/30/15. If the BOCC is interested in requesting party status or contested hearing participant status, it will need to authorize it at its next meeting. Assuming the BOCC supports the proposed ISF the lower Dolores, I am not sure if the county necessarily needs to request formal party status and participate in the formal hearing process before the CWCB. As I recall, in prior similar situations, instead of requesting formal party status, which allows a party to present evidence and legal argument at the CWCB hearing, the county requested and requested and received Contested Hearing Participant status.

----- Forwarded message -----

From: **Rob Viehl** <Rob.Viehl@state.co.us>

Date: Thu, Apr 9, 2015 at 2:45 PM

Subject: Notice of Contested 2015 CWCB ISF Appropriations

To: stevez@sanmiguelcounty.org



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718, Denver, Colorado 80203

Phone: (303) 866-3441 * Fax: (303) 866-4474

www.cwcb.state.co.us

Public Notice

To: All Interested Parties

Subject: Notice of Contested 2015 CWCB ISF Appropriations

Date: April 9, 2015

As required by Rule 5k.(4) of the Rules Concerning The Colorado Instream Flow and Natural Lake Level Program, the Colorado Water Conservation Board hereby provides the subscribers to the ISF Subscription Mailing List with notice of all contested instream flow appropriations. The contested instream flow appropriations are located in Water Divisions 4 & 6 as listed below:

Water Division	Stream Segment	County
4	Dolores River <i>(Confluence San Miguel River to confluence West Creek)</i>	Mesa, Montrose
4	Hubbard Creek <i>(U.S. Forest Service Property Boundary to Deertail Ditch headgate)</i>	Delta
4	Schaefer Creek <i>(Headwaters to confluence Grouse Spring Creek)</i>	Gunnison
4	Terror Creek <i>(Confluence of East and West Terror Creeks to Terror Ditch headgate)</i>	Delta
4	Terror Creek <i>(Terror Ditch headgate to Fire Mountain Canal)</i>	Delta
6	Yellow Creek <i>(Confluence Barcus Creek to confluence Lambert Springs)</i>	Rio Blanco
6	Yellow Creek <i>(Confluence Lambert Springs to confluence White River)</i>	Rio Blanco

For more detailed information regarding these instream flow appropriations and copies of the Notices to Contest, please go to CWCB's website at:

<http://cwcb.state.co.us/environment/instream-flow-program/Pages/2015ContestedISFAappropriations.aspx>

The Rules Concerning the Colorado Instream Flow and Natural Lake Level Program state the following with regard to Contested Instream Flow Appropriations:

To contest an ISF (Instream Flow) appropriation, a person must submit to the Colorado Water Conservation Board a Notice to Contest the ISF appropriation by March 31st or the first business day thereafter.

Party status will be granted to any person who timely files a Notice of Party Status with the Staff. Any person filing a Notice to Contest shall be granted Party status and need not also file a Notice of Party Status. **A Notice of Party status must be received by April 30th or the first business day thereafter.** A Notice of Party status shall set forth a brief and plain statement of the reasons for obtaining Party status, the contested facts, the matters that the person claims should be decided and a general description of the data to be presented to the Board. The Board will have discretion to grant or deny Party status to any person who files a Notice of Party Status after April 30th or the first business day thereafter, for good cause shown.

Only a Party may submit for the record technical evidence, technical witnesses or file legal memoranda. Each Party is responsible for mailing copies of all documents submitted for Board consideration to all other Parties and Contested Hearing Participants.

Any person who desires to participate in the process, but not as a Party, may obtain Contested Hearing Participant status by filing a notice thereof at the Board Office prior to April 30th. A person with such status will receive all Party documents specific to the contested appropriation. Contested Hearing Participants may comment on their own behalf, but may not submit for the record technical evidence, technical witnesses or legal memoranda. The Board will have discretion to grant or deny Contested Hearing Participant status to any person who filed a Notice of Contested Hearing Participant Status after April 30th or the first business day thereafter, for good cause shown.

The request for Contested Hearing Participant status must be received by April 30th or the first business day thereafter.

Staff shall notify all Parties and Contested Hearing Participants of the list of Contested Hearing Participants prior to May 31st. Thereafter, Parties shall also mail their prehearing statements and any other documents to Contested Hearing Participants.

A copy of the Rules concerning the Colorado Instream Flow and Natural Lake Level Program is available on the CWCB website at:

<http://cwcb.state.co.us/legal/Documents/Rules/Final%20Adopted%20ISF%20Rules%201-27-2009.pdf>

We encourage you to share the information provided in this notice with any groups or individuals whom you feel would have an interest in the State of Colorado's Instream Flow Program. If you have any additional questions regarding this notice, please contact Jeff Baessler at (303) 866-3441 X 3202, or by email at jeffrey.baessler@state.co.us.

Memorandum

TO: BOCC
From: Linda Luther-Broderick, OSR Coordinator
Date: April 22, 2015
RE: OSR Program Update

The San Miguel County Trails Strategic Plan resulted from the Telluride Region Pathways Initiative. The trails segments highlighted in yellow exist or have been constructed. The sections highlighted in gray have been eliminated from consideration. This is provided for the discussion under OSR Program Update.

San Miguel County Trails Strategic Plan

1/2015 Status Update

Completed Sections

Eliminated from Consideration at This Time

General Goal: To implement the County Trails Master Plan, which identifies the following network:

1. Trails, using the Rio Grande Southern (RGS) railroad grade where possible, along the San Juan Skyway (National Scenic Byway) corridor from Dallas Divide to Lizard Head Pass, and along the RGS spur into Telluride from Vance Junction. These segments have been named the Galloping Goose Trail and further divided into sections as was the RGS to facilitate locating specific signage sites, right-of-way problems and construction plans for track, bridges, and trailheads. These sections and their current level of development are:

A. Dallas Divide to intersection of Hwys 62 and 145: Running from the County Line on Dallas Divide to the intersection of Hwy 62 and Hwy 145. This section is approximately 12.6 miles of which 5.7 miles of trail are complete.

A1. Whiskey Charlie Trail, 4.7 miles from CR X48 to CR60X, is complete with signage, including a historic interpretative plaque, and a small parking lot on the CR60X side.

A2. Leopard Creek Trail, directly across from the Impson site (1.2 miles up Hwy 62 from intersection with Hwy 145), is complete, with the terminus approximately .25 mile from the intersection of state highway 145 and 62.

A3. Right of way from Dallas Divide to Sams, 3.7 miles, is undetermined. For most of the distance, the railroad grade is intact and the County may have ownership. The highway ROW may be wide enough to accommodate a trail.

Issues include title search, easements across private land, and CDOT approval.

A4. From CR X48 to BLM property known as Impson's, which is a highway turnout and trailhead site, (3.1 mile), the ROW appears to be clear on either BLM or state highway ROW. RR grade is limited to about 1.5 miles.

Issues include need for easement across private property, trail staking, federal NEPA process and CDOT approval.

A5. From the terminus of the Leopard Creek Trail to the Haining Bridge, approximately .25 mile, access is currently the highway shoulder. Wetlands exist between the terminus of Leopard Creek Trail and Haining Bridge on the south side of the highway. Even if the wetlands could be spanned, safe access to the bridge would be a technical challenge.

B. Placerville –Sawpit Section. This section runs from Hwy 62/145 intersection to Sawpit, approximately 3.9 miles through a largely developed area where a trail must be within the HWY right-of way or in some instances made a part of a widened Hwy shoulder, requiring curbs or other barriers. The best case scenario for this section may be widened highway shoulders.

The RGS RR through this section disappeared under the highway or developed into residential lots, except for a short distance.

Issues include convincing CDOT managers of the importance of a trail corridor and to jointly plan with the county to include the trail in the highway upgrade design and funding. County efforts to include a separated trail into the Haining Bridge design were unsuccessful.

C. River Road Section. Running from Sawpit (upstream edge) to Deep Creek is approximately 5.3 miles.

C1. Except for a one mile section just upstream from Sawpit, this section is complete along the river road.

C2. In order to take the trail off highway at Sawpit, we need to go through a corner on the south boundary of the A Placer, thought to be a distance as little as 20 feet. The landowner has declined to talk to trail advocates and county officials for the past 15 years. Without this ROW, we can't build the two bridges to access the old highway grade and complete the link between Sawpit and the river road.

D. Deep Creek to Vance Junction (location of historic coal chutes and switch to the Telluride Spur RR) Approximately 2.6 miles.

D1. The county offered purchase an easement on this section of privately owned RR grade, but the landowner was not interested in selling an easement through any portion of the 2.6 miles. The landowner has allowed people to traverse his property but without allowing any trail improvements

or a bridge needed to eventually access the RR grade upstream to Vance Junction.

D2. Unauthorized trail building has occurred in the past, and repair continues each season by unknown individuals or groups.

E. Vance Junction to trail underpass above Ophir Loop, approximately 7 miles.

E1. About 2.7 miles of RR grade serve as the county road to Sunshine Mesa. The ROW for this section is owned either by the county or the USFS.

E2. The trail, including the bridge over the Lake Fork and an underpass are completed. A quarter mile of single track approaching the underpass needs improvement to a wider and less steep section.

Encourage FS to design and budget the upgrade of ¼ mile of single track below the underpass near Ophir Loop.

F. Matterhorn Section runs from the underpass near Ophir Loop to Trout Lake dam, approximately 2.8 miles.

F1. The trail is completed from the underpass/highway crossing near Ophir Loop to the Trout Lake dam. This includes two bridge spans in the cliff band area above highway 145.

F2. A narrow section of single track across from Matterhorn Mill needs to be improved.

F3. The last part of this section of trail is open to vehicular traffic.

Encourage the FS to organize a volunteer day to improve the narrow section of single track across from Matterhorn Mill.

G. Trout Lake Section of the Galloping Goose Trail is located from Trout Lake dam to Lizard Head Pass, approximately 2.84 miles.

G1. This section is on the RR grade all the way to the RR trestle which is also a country road along the south side of the lake.

G2. The remainder of this section from the trestle to Lizard Head Pass is open to vehicular traffic in the summer and groomed for Nordic skiing in the winter.

The FS completed signage and trailhead improvements from Lizard Head to the Galloping Goose at the top of Keystone Gorge during 2013/2014.

H. Telluride Spur. This section is located from Vance Junction to Lawson Hill entrance off Hwy 145, approximately 3.8 miles.

H1. Ilium Wye. The Ilium wye section is a short section between the FS land near the coal chutes and the Sunshine Road. The County plans to survey the RGS RR ROW in 2015, perform minor trail widening, and perform clean up on the wye.

H2. Vance Creek Trail. This section is complete and consists of a 6/10 mile trail and a bridge over the South Fork of the San Miguel River, owned and maintained by San Miguel County.

H2. Galloping Goose to top of Keystone Gorge, east of CR 63L, approximately 3.2 miles. This section is complete.

H3. SMVC Connector. This section, less than a mile, is a single track from the Telluride Spur underpass to the terminus of the Galloping Goose trail near Lawson Hill. The two foot bridges over the wetlands and the two bridges over the river are complete. At this writing, the only remaining work to be completed in the spring of 2015 is cleanup at the bridge abutments, revegetation, and some trail re-alignment at one abutment.

I. Skyfield Trail. From Lawson Hill water tank, (below Highway 145 U-curve on Lawson Hill) to entrance to Skyfield development, across from Foxfarm Road entrance to Ski Ranches development, approximately 1.8 miles.

ROW on Skyfield is owned by county, the track located and surveyed, except for a section on FS.

The section on FS land needs survey, completion of environmental analysis, cultural survey, trail design, design of wetlands crossing and funding.

Trails existing or planned recognized in the County Master Plan which are within USFS or BLM lands.

J. Magic Meadows to State Highway 145 (40 Trail) near Sunshine Campground. The Forest Service is currently (2015) conducting the analysis for the Wilson Peak Land Exchange that also includes a trails component that will result in a bike trail that avoids private lands in the Alta area. This trails component will meet the objectives of the currently existing Turkey Creek High Trail, Alta Lakes Trail, and Old Alta Trail.

K. Magic Meadows – Turkey Creek. The FS expects to start analysis in 2015 on a bike trail in Magic Meadows –Turkey Creek area that would add an additional trail opportunity, connecting with the new Magic Meadows bike trail.

L. Boomerang Road. From the gate on Boomerang Road at the head of Skunk Creek (west of top terminal of Lift 10) to vicinity of Alta Town site. Portions of the road that cross National Forest System lands is designated as closed to motorized vehicles and open to mountain bikes, horses, and foot travel. An easement through Alta Lakes LLC property is being secured by the FS as part of the Wilson Peak land exchange.

M. Alta Trail. This is an existing hiking trail that starts near the Alta boarding house and goes uphill to Alta Lakes. An easement for this trail is also being secured by the FS from Alta Lakes LLC as part of the Wilson Peak Land Exchange.

N. Gold King Basin Loop Trail. From the Alta Lakes trail generally up the Gold Creek corridor, into Gold King basin and back out the Alta Lakes road (2.2miles). Existing.

O. Impson Mine Trail. This is an old road on BLM that starts at the old Impson place, 1.2 miles up Hwy 62 from the intersection of Hwy 145, and extends approximately 2 miles to an old mine.

In recent years, the area has been subjected to bandit trail construction.

This is an area that could be considered for additional trail development.

P. Trails Eliminated from Consideration at this Time.

P1. Ronbo Trail. Eliminated from consideration because the trail crosses Idarado’s O’Reilly mining claim. Idarado has denied FS request for trail easement across this property.

P2. Turkey Creek Mesa Trail. From entrance to Mountain Village to Alta Lakes Road turnoff paralleling Hwy 145 on east side of road, approximately 3.6 miles. Eliminated from consideration by county due to need for nine easements across private property, as well as expensive retaining walls.

