Members of the public are welcome and encouraged to attend all Town of Lochbuie meetings.

Jacob Lofgren, Mayor
Dave Ott, Mayor Pro-Tem
Jamie Jeffery, Trustee
Mike Morris, Trustee
Gary Counterman, Trustee
Grant Doherty, Trustee
Larry Strock, Trustee

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. AUDIENCE BUSINESS
   A. Actions will generally not be taken at this time and Staff or Board responses will only be provisional. Board to provide consensus direction to Staff at conclusion of comments on follow up that the Board wants staff to take, if any.

6. CONSENT AGENDA Any item listed on the Consent Agenda can be removed upon request from any Member of the Town Board. **For the benefit of our audience, the Mayor will read the items remaining on the Consent Agenda prior to the Board’s vote.**
   A. Payment Approval Report ($673,759.85)
   B. December 3, 2019 Minutes

7. ACTION ITEMS
   A. Appointments-Planning Commission
   B. Appointment-Town Treasurer/Finance Director
   C. Resolution No. 2020-1 A Resolution of the Board of Trustees of the Town of
D. Lochbuie, Designating the Official Posting Place for Public Notice of Public Meetings of the Town of Lochbuie for the Year 2020. (Blackston)

E. Frontage Road/CR 2 Roundabout-Award Contract to Duran Excavating for $2,451,152.70. (John Eddy/Stamey)

F. Approval of Task Order with Martin and Martin for Construction Administration in the amount of $155,000.00 (John Eddy/Stamey)

G. IGA with Town of Keenesburg for Police Services (McCoy)

H. Approval of Berkshire Grading Agreement with LOB, LLC (Juran)

8. DISCUSSION ITEMS
   A. Ordinance No. 2019-649 An Ordinance of the Board of Trustees of the Town of Lochbuie, Colorado, Amending Section 19-2-230, Repealing and Readopting Division 3 of Article VII, Amending Section 19-7-520-Governing Oil and Gas Development Within the Town, Setting the Penalty for Violations Thereof, and Terminating the Moratorium on Acceptance, Processing, and Approval of Land Use Applications and any Other Requests for Approval to Conduct Oil and Gas Exploration, Extraction or Development Within the Town Limits. (Sura)

B. Resolution No. 2020-2 A Resolution of the Board of Trustees for the Town of Lochbuie Adopting the Oil and Gas Best Management Practices in Conjunction with the Town’s Adoption of New Oil and Gas Regulations as Set Forth in Division 3 of Article VII of Chapter 19 of the Lochbuie Land Development Code (Sura)

9. EXECUTIVE SESSION
   A. To receive legal advice on specific legal questions pursuant to C.R.S. 24-6-402(4)(b); specifically, to answer legal questions concerning local authority to regulate oil and gas development within the Town with Town oil and gas counsel

10. DISCUSSION ITEMS (CONTINUED)
    A. Continued discussion on Ordinance No. 2019-649 and Resolution 2020-2 (if needed)
    B. Home Rule (Ott)
    C. Event Dates (Lofgren)
    D. South East Chamber of Commerce Annual Banquet Invite (Lofgren)

11. MAYOR AND TRUSTEE COMMENTS

12. ADJOURN

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.
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**Payment Approval Report - Board**

*Report dates: 12/4/2019-1/2/2020*

*Jan 02, 2020 01:02PM*
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Dated: ________________________________

ADMIN: $90,867.73
PD: $20,000.29
PUBLIC WORKS: $452,534.24
CON TRUST PARKS: $218.46
WATER: $48,239.44
SEWER: $61,899.67

PAYROLL FOR 12/14/2019-12/27/2019 PAID ON 01/03/2019 WAS FOR GROSS $62,137.33

Report Criteria:

- Detail report.
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.
CALL TO ORDER
Mayor Lofgren called the meeting to order at 6:30 p.m.

ROLL CALL
Present: Mayor Jacob Lofgren
Mayor Pro-Tem Dave Ott
Trustee Grant Doherty
Trustee Jamie Jeffery
Trustee Larry Strock
Absent: Trustee Gary Counterman
Trustee Mike Morris

APPROVAL OF AGENDA
Motion was made by Trustee Jeffery, seconded by Trustee Doherty, to approve the agenda with moving the Executive Session regarding C.R.S. Section 24-6-402(4)(f) for a matter pertaining to an employee and for which the employee has consented to the discussion in Executive Session to the January 7, 2019 meeting. Motion carried 5-0.

AUDIENCE BUSINESS:
Jessica Eskew, of Lil Rebels Cheerleading, approached the Board to request a donation/sponsorship for their competitive cheer squad. Mayor Lofgren did explain to her the Town’s policy of not donating to private organizations. He thanked her coming to the meeting.

CONSENT AGENDA
A. Payment Approval Report ($161,724.06)
B. November 19, 2019 Minutes

Motion was made by Trustee Ott, seconded by Trustee Jeffery, to approve the Consent Agenda. Motion carried 7-0.

PRESENTATION
A. Weld County Health Department-Presentation on Vaping
Rachel Freeman of the Weld County Department of Public Health gave a presentation to the Board on the statewide issue regarding vaping/electronic cigarettes. She shared strategies communities can use to reduce youth vaping and tobacco use to include but not limited to: tobacco retail licensing, raise the minimum legal sales age to 21, increase tobacco product pricing, and education. The Board and staff discussed the issue and the options the Town may be able to do to help with the vaping crisis.

**ACTION ITEMS**


Town Administrator Stamey stated Resolution 2019-12 summarizes expenditures for each fund and adopts the 2020 Budget. Mayor Lofgren stated a minor adjustment of $12,000.00 to the Election Expenditures will need to be added to the numbers presented.

*Motion was made by Trustee Ott, seconded by Trustee Jeffery, to approve Resolution No. 2019-12 A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Lochbuie, Colorado, for the Calendar Year Beginning on the First Day of January 2020 and Ending the Last Day of December 2020, and Appropriating Sums of Money with an amendment to line item 10-423-7150-Election of $12,000.00. Motion carried 5-0.*

B. Resolution No. 2019-13 A Resolution of the Board of Trustees of the Town of Lochbuie Setting the 2020 Mill Levies.

Town Administrator Stamey stated Resolution 2019-13 sets the 2020 Mill Levies.

*Motion was made by Trustee Jeffery, seconded by Trustee Ott, to approve Resolution No. 2019-13 A Resolution of the Board of Trustees of the Town of Lochbuie Setting the 2020 Mill Levies. Motion carried 5-0.*

C. Ordinance No. 647- An Ordinance of the Board of Trustees of the Town of Lochbuie, Colorado, Amending Sections 10-14-30,10-14-40 and 10-14-50 of the Municipal Code Concerning Minors Smoking to Include Electronic Smoking Devices Within Such Prohibitions

Town Attorney Juran stated Ordinance No. 647 is to amend the Municipal Code to include within the prohibition on smoking by use of electronic smoking devices for minors under the age of 18.

*Motion was made by Trustee Jeffery, seconded by Trustee Doherty, to approve Ordinance No. 647- An Ordinance of the Board of Trustees of the Town of Lochbuie, Colorado, Amending Sections 10-14-30,10-14-40 and 10-14-50 of the Municipal Code Concerning Minors Smoking to Include Electronic Smoking Devices Within Such Prohibitions. Motion carried 5-0.*

Mayor Lofgren opened the Public Hearing at 7:23 p.m. There being no comments Mayor Lofgren closed the Public Hearing at 7:24 p.m.

D. Audit Engagement Letter-Fiscal Focus Partners, LLC

Town Administrator Stamey provided information on the Audit Engagement Letter noting the cost of the audit would be $19,900.00 which is the same as last year.
Motion was made by Trustee Ott, seconded by Trustee Doherty, to accept the Audit Engagement Letter with Fiscal Focus Partners, LLC not to exceed $19,900.00. Motion carried 5-0.

E. Resolution No. 2019-14 A Resolution of the Board of Trustees of the Town of Lochbuie Approving 1) Silver Peaks Filing No. 1, Amendment No. 3, Plat, 2) The Subdivision 2 Agreement (Silver Peaks Filing No. 1, Amendment No. 3, Plat (Silver Peaks East) Between the Town and LOB, LLC and 3) the Water Resource Agreement for Silver Peaks East Between the Town and LOB, LLC

Town Administrator Stamey noted the Board has three actions tonight regarding this item; approve the Final Plat, approve the Subdivision Improvement Agreement (SIA), and approve the Water Resource Credit Agreement (WRCA) for Silver Peaks East.

Joy McGee of RG and Associates, LLC discussed the major issues identified and addressed through the review process: ROW dedication, Tract HH Reclamation, Pedestrian Access, Drainage Analysis, Amendments to the SIA, and Building Setback/Building Envelope.

Town Water Counsel Jeffers requested the Board allow the closing deadline in the WRCA to be extended to March 13, 2020. The Board agreed to the change.

Michael Blumenthal approached the Board to answer questions. Trustee Strock asked for clarification on corner site triangle, 5ft side lot line, 4.1 pitch by the fence line/drainage area, and on the detention pond.

Town Attorney Juran noted in the proposed SIA there is a phasing map that shows Phase 1 and Phase 2, but the developer has asked they be permitted to develop Phase 1 or Phase 2 first at their discretion. She wants to make sure it is clear for the record and to clarify that Tract HH work will be completed no matter which Phase they do first. Michael Blumenthal stated that is correct. Trustee Doherty noted the current map presented does not include Ledge Street as an access point that the developer will need to connect to it prior to development no matter which Phase is completed. Town Attorney Juran clarified that Trustee Doherty is requesting an additional condition be placed on the applicant to require Ledge Street and Pinnacle Street be developed with the initial Phase regardless if it is Phase 1 or Phase 2. This language will need to be added to the SIA. Michael Blumenthal agreed. Trustee Doherty shared his concerns on the slope for the drainage solution. The Board and staff discussed Trustee Doherty’s concerns about the slope. The consensus was to have the engineer make a revision on the construction drawings as it relates to the drainage plan. Michael Blumenthal agreed to the change.

Motion was made by Trustee Ott, seconded by Trustee Jeffery to approve Resolution No. 2019-14 A Resolution of the Board of Trustees of the Town of Lochbuie Approving 1) Silver Peaks Filing No. 1, Amendment No. 3, Plat, 2) The Subdivision 2 Agreement (Silver Peaks Filing No. 1, Amendment No. 3, Plat (Silver Peaks East) Between the Town and LOB, LLC and 3) The Water Resource Agreement for Silver Peaks East Between the Town and LOB, LLC with the addition of condition 4 in Section 3 that reads ‘language is added to the SIA that requires a) both Ledge Street and Pinnacle Street (or the street that connects Ledge Street to King Street) and b) Tract HH are developed in the initial Phase that is developed whether it is Phase 1 or Phase 2’ as contemplated by Section 1.2 of the SIA and a change to Resolution 2019-14 Section 4 to acknowledge the change of the closing date in the WRCA from January 20, 2020 to March 13, 2020. Motion carried 5-0.

F. Employee Leave Policy

Town Administrator noted the Leave Policy has been reviewed by CIRSA, Employers Council and
Town Attorney Juran discussed the proposed Leave Policy to include increased PTO time. The staff and Board discussed the Leave Policy. The Policy would be effective January 1, 2020. The current employees who may lose PTO time with our current PTO Carryover Policy will be allowed to carry over those hours due to this policy will be effective January 1, 2020.

**Motion was made by Trustee Ott, seconded by Trustee Jeffery, to approve the Leave Policy as presented. Motion carried 5-0.**

G. Contract with CAA-Building Inspection Services

Town Administrator Stamey noted CAA representatives met with Town Clerk Blackston and Building Permit Tech Tami Calhoun to go over the processes, software our fee schedule etc. The effective/transition date will be January 3rd, 2020.

Trustee Doherty asked for clarification for fees of additional services. Tim Inglis of CAA gave clarification. The Board, staff and CAA representatives discussed the inspection services.

**Motion was made by Trustee Jeffery, seconded by Trustee Doherty, to approve the Contract with CAA for Building Inspection Services. Motion carried 5-0.**

**DISCUSSION ITEMS**

A. Discuss dates for next year’s Town Events

Mayor Lofgren suggested to move the item to the next Board meeting. The Board consensus was to move the item.

**STAFF COMMENTS**

Town Attorney Juran shared information on the Planning Commission. She stated we have a couple items coming up, that per our current code would go before the Planning Commission, and the Town does not have a full Commission. Town Attorney Juran stated the options would be to dissolve the Planning Commission or allow Elected Officials to sit on the Planning Commission. Either way the Town needs to have members on the Planning Commission to vote on the discussed options. She asked the Board for direction on how they want to proceed. The Board consensus was to get the Commission filled then let them discuss and vote on the future of the Planning Commission.

A. Town Administrator Report

Town Administrator Stamey presented his report. He requested a $100.00 bonus for each employee. The Board consensus was to approve a $100.00 bonus for each employee.

Chief McCoy gave an update on the recent shooting in Fort Lupton.

**MAYOR AND TRUSTEE COMMENTS:**

Trustee Strock thanked the Knights of Columbus for the donation of 50 Thanksgiving meals. He requested the Board consider sponsoring the Knights of Columbus next year.
Trustee Jeffery stated she appreciated the Board looking at the options to help with the vaping/electronic cigarettes issue.

Mayor Lofgren asked the Board if they were interested in bringing back the vaping/electronic cigarette issue to the January 21st meeting. The consensus was to bring it back for discussion. He reminded the Board of the Holiday dinner on December 13 and the meeting for December 17 will be canceled. The Executive Session regarding Steve Samey’s review has been moved to the January 21 meeting.

**EXECUTIVE SESSION**
For a Conference with Town Attorney for the purpose of receiving legal advice on legal questions under C.R.S. Section 24-46-402 (4)(b); possible claim.

*Motion was made by Trustee Ott, seconded by Trustee Doherty, for a Conference with Town Attorney for the purpose of receiving legal advice on legal questions under C.R.S. Section 24-46-402 (4)(b); possible claim.*

The Board went into Executive Session at 8:48 p.m.

The Board returned to the Regular meeting from Executive Session at 9:00 p.m. Mayor Lofgren reconvened the Regular Meeting at 9:01p.m. Those present for the Executive Session were Mayor Lofgren, Trustees Jeffery, Strock, Doherty, and Ott. Also present were the Town Attorney Juran, Town Administrator Stamey, Town Clerk Blackston and Chief of Police McCoy.

**ADJOURN**

Mayor Lofgren adjourned the meeting at 9:02 p.m.

*Motion was made by Trustee Jeffery, seconded by Trustee Doherty, to adjourn. All in favor.*

Linda Blackston  
Town Clerk  

Jacob Lofgren  
Mayor
Planning Commission
Application

Full Name: __Kristin Marie Esposito______________________________

Address: __791 Willow Drive  Lochbuie______________________________

Phone: __303-902-8733______ Email: kespo815@gmail.com__________

Occupation/Employer: __Teacher, Hudson Elementary, Weld RE3J________

How long have you been a resident of Lochbuie? __15 years____________

Are you registered to vote in Lochbuie? ______Yes________

Have you ever served on a Lochbuie Board or Commission: ____No________

If yes, which one and when? _______n/a___________________________

Explain why you are interested in serving on this committee:
______I want to help my community as it grows into a larger town.
__________________________
__________________________
__________________________

Please list any special knowledge, education or experience that qualifies you to serve on this committee:
_______I've been a resident for 15 years, and I grew up in Hudson. I've been in this
general community for most of my life, and I care about our community.
__________________________
__________________________

List any professional and/or community activities you are involved in:
Member of NEA, CEA, and WCEA; I am a member of Weld RE3J’s district MTSS committee, serving to help all students achieve and succeed. I am also on the district’s Instructional Leadership Team, as well as several school-wide committees.
__________________________
I am also a voting member of Weld RE3J’s We Care Committee.

February 16, 2019
Planning Commission
Application

Full Name: Corissa Cieloha
Address: 373 Whimsical Ave
Phone: 303-275-9513 Email: bccieloha@msn.com
Occupation/Employer: Teacher/Wild R53j

How long have you been a resident of Lochbuie? 4 1/2 years
Are you registered to vote in Lochbuie? yes

Have you ever served on a Lochbuie Board or Commission: no
If yes, which one and when? N/A

Explain why you are interested in serving on this committee:


Please list any special knowledge, education or experience that qualifies you to serve on this committee:


List any professional and/or community activities you are involved in:


February 16, 2019
Planning Commission
Application

Full Name: Carolee Ott

Address: 803 Service Pl, Lochbuie, CO 80603

Phone: 303-655-1210  Email: davey-carolee@att.com

Occupation/Employer: Retired

How long have you been a resident of Lochbuie? 10 years

Are you registered to vote in Lochbuie? Yes

Have you ever served on a Lochbuie Board or Commission? No

If yes, which one and when?

Explain why you are interested in serving on this committee:
Lochbuie needs guidance for its future growth

Please list any special knowledge, education or experience that qualifies you to serve on this committee:

List any professional and/or community activities you are involved in:
Admin: Lochbuie Community Watch
Advisory: American Legion Post 1266 Book Club

February 16, 2019
OATH OF OFFICE
TOWN OF LOCHBUIE,
WELD AND ADAMS COUNTIES, COLORADO

I, Denise Rademacher, do swear that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado and the Town of Lochbuie, and will faithfully perform the duties of the office of Town Treasurer/Finance Director upon which I am about to enter, to the best of my ability.

Denise Rademacher
Signature

To be filed with the Weld and Adams County Clerks pursuant to CRS §24-12-101(3)

This Oath was administered by Linda Blackston, as the Town Clerk, as designated by the Town Board of Trustees of the Town of Lochbuie to administer the oath or affirmations of office for the office of Town Treasurer/Finance Director required to be taken by any person upon any lawful occasion in accordance with CRS §24-12-103.
TOWN OF LOCHBUIE  
COUNTIES OF ADAMS AND WELD  
STATE OF COLORADO  

RESOLUTION NO. 2020-1  

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, DESIGNATING THE OFFICIAL POSTING PLACE FOR PUBLIC NOTICE OF PUBLIC MEETINGS OF THE TOWN OF LOCHBUIE FOR THE YEAR 2020  

WHEREAS, pursuant to C.R.S. §24-6-402(2)(c)(III), the Town of Lochbuie must provide full and timely notice of public meetings with specific agenda information if available and no less than 24 hours prior to the holding of a meeting; and  

WHEREAS, the Town of Lochbuie maintains a public website; and  

WHEREAS, Board of Trustees of the Town of Lochbuie (“Board of Trustees”) desires to comply with the requirements of the Colorado Open Meetings Law and to keep the public informed as to the conduct of Town business; and  

WHEREAS, the Board of Trustees therefore desires to establish by this Resolution the official posting place for the Town for the 2019 calendar year.  

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Lochbuie, Colorado:  

Section 1. The above and foregoing recitals are hereby incorporated as findings and determinations of the Board of Trustees.  

Section 2. Notices of all meetings required to be open to the public shall be posted 24 hours in advance on the Town’s official website at https://www.lochbuie.org, available at no charge to the public, and shall, when and if feasible, be searchable by meeting type, meeting date, meeting time, and agenda contents.  

Section 3. As a courtesy only, the Town may also post such notices of all meetings required to be open to the public at the Lochbuie Town Hall, 703 Weld County Road 37. In exigent or emergency circumstances precluding the posting of notice of any meeting required to be open to the public on the Town’s website as required by Section 2 of this Resolution, the Town shall post such notice(s) at the Lochbuie Town Hall, 703 Weld County Road 37.  

Section 4. The Town Clerk is hereby directed to provide to the Department of Local Affairs the address of the Town’s website as required by to C.R.S. §24-6-402(2)(c)(III) and C.R.S. §24-32-116.
ADOPTED THIS 7th DAY OF JANUARY 2020.

TOWN OF LOCHBUIE, COLORADO

________________________
Jacob Lofgren, Mayor

ATTEST:

By: __________________________
   Linda Blackston, Town Clerk
AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
LOCHBUIE, COLORADO, EXTENDING THE MORATORIUM ON
ACCEPTANCE, PROCESSING, AND APPROVAL OF LAND USE
APPLICATIONS AND ANY OTHER REQUESTS FOR APPROVAL TO
CONDUCT OIL AND GAS EXPLORATION, EXTRACTION OR
DEVELOPMENT WITHIN THE TOWN LIMITS

WHEREAS, the Town of Lochbuie is a statutory municipality, governed by its
elected Board of Trustees; and

WHEREAS, Senate Bill 2019-181 amended both the statewide Local Government Land
Use Control Enabling Act and the Colorado Oil and Gas Conservation Act and provided
additional and new authority for local governments to regulate oil and gas development within
their respective jurisdictions; and

WHEREAS, by Ordinance 2019-645, the Town Board of Trustees previously
adopted a moratorium on the acceptance, processing, and approval of any and all land use
applications and any other requests for approval to conduct oil and gas exploration, extraction
or development within the Town limits, which moratorium is set to expire on February 20,
2020 ("Moratorium"); and

WHEREAS, the Town Board of Trustees desires to extend the Moratorium until
March 31, 2020, to allow adequate time to consider a proposed ordinance amending the
Town’s oil and gas regulations and to allow such proposed ordinance a period to become
effective after passage.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES
OF THE TOWN OF LOCHBUIE, WELD AND ADAMS COUNTIES, COLORADO,
AS FOLLOWS:

Section 1. Extension of Moratorium. The Board of Trustees adopts the recitals
above as findings and hereby extends the Moratorium until March 31, 2020.

Section 2. Severability. If any provision of this Ordinance, or the application of such
provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall
not affect other provisions or applications of this Ordinance which can be given effect without the
invalid provision or application, and to this end the provisions of this Ordinance are declared to be
severable. The Board of Trustees hereby declares that it would have passed this Ordinance and
each provision thereof, even though any one of the provisions might be declared unconstitutional
or invalid. As used in this Section, the term “provision” means and includes any part, division,
subdivision, section, subsection, sentence, clause or phrase; the term “application” means and
includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

**Section 3. Safety Clause.** The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Lochbuie, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relationship to the proper legislative object sought to be obtained.

**Section 4. Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

**Section 5. Effective Date.** This Ordinance shall take effect thirty (30) days after publication, as provided by C.R.S. § 31-16-105 and Sections 1-3-60 and 2-2-110 of the Lochbuie Land Development Code.

ADOPTED by a vote of ___ in favor, __ against and __ abstaining, AND ORDERED PUBLISHED by title only following public hearing, this 7th day of January, 2020.

TOWN OF LOCHBUIE, COLORADO

_________________________________
Jacob Lofgren, Mayor

I hereby certify that the above Ordinance was adopted by the Board of Trustees of the Town of Lochbuie at its meeting of ________________, 2020, and ordered published by title only one time by *The Brighton Blade* newspaper on ________________, 2020.

[SEAL]

__________________________
Linda Blackston, Town Clerk
Attn: David Bebak  
Town of Lochbuie  
703 Weld County Road 37  
Lochbuie, CO 80603  

January 2, 2020

Dear Mr. Bebak:

The Town’s award of project SHO M812-001 (21968) to Duran Excavating, Inc. is approved based on my review of the request for concurrence dated December 27, 2019, and supported by the associated financial statement along with the receipt of the following documents:

- CDOT Form 605, Contractors Performance Capability Statement  
- CDOT Form 606, Anti-Collusion Affidavit  
- CDOT Form 621, Assignment of Anti-Trust Claims and  
- Documentation of conformance with CDOT DBE Contract Goal Policy

The reimbursement of Federal funds for this project is subject to the requirements of the Inter-Governmental Agreement (IGA) between the Town and the Colorado Department of Transportation. Any funding that may be required to complete the project beyond the funds approved under the IGA will be the responsibility of the Town.

Please be sure to include a copy of FHWA Form 1273 as part of your entity's contract with the above selected contractor. Your cooperation in this matter is appreciated.

Sincerely,

RB Simmons  
CDOT Award Officer  
PH: 303-757-9416

cc: Katelyn Triggs, R-4  
    Region EEO Officer, R-4  
    Yehdego/Ngo, HQ-Accounting  
    Civil Rights  
    Central Files
Notice of Award

Date: January 7, 2020

Project: Town of Lochbuie – WCR2 and I76 Frontage Rd Roundabout

Owner: Town of Lochbuie

Contract: Town of Lochbuie – WCR2 and I76 Frontage Rd Roundabout

Engineer's Project No.: 2610.24c

Bidder: Duran Excavating, Inc.

Bidder's Address: 14332 CR 64, Greeley, Colorado 80631

You are notified that your Bid dated 12/11/2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the WCR2 and I76 Frontage Rd Roundabout at the Town of Lochbuie. All necessary labor, supervision, equipment, tools, and materials to construct the roundabout. Additionally, All necessary labor, supervision, equipment, tools, and materials for: Roundabout and approaches at WCR2 and I-76 Frontage Road. Additionally, the work included, but is not limited to, asphalt paving, concrete paving, curb, gutter, sidewalk, earthwork, storm systems, electrical, lights, traffic control, signage, striping, and stabilization.

The Contract Price of your Contract is Two million, four hundred fifty one thousand, one hundred fifty two dollars and seventy cents Dollars ($2,451,152.70).

4 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

4 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 4 fully executed counterparts of the Contract Documents.

2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Lochbuie
Owner

By: Authorized Signature

Title

Copy to Engineer
Copy to Owner
SECTION 00501
CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into as of the 7th day of January, 2020, by and between Town of Lochbuie, hereinafter called “Town,” and Duran Excavating, Inc., hereinafter called “Contractor.”

In consideration of the mutual covenants and obligations hereinafter set forth, it is agreed by and between the parties hereto as follows:

Article 1. Contract Documents. The contract documents consist of this Agreement, exhibits to this agreement, the conditions of the contract (general, supplementary, and other conditions), the drawings consisting of 168 sheets, specifications, Notice of Award, Notice to Proceed, Contractor’s Bid, and all addenda issued prior to, and all modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement.

Article 2. Contractor’s Representations. In order to induce the Town to enter into this Contract, Contractor makes the following representations:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

B. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.03 of the General Conditions.

C. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

D. Contractor has given the Martin/Martin, Inc., written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Martin/Martin, Inc., is acceptable to the Contractor.
Article 3. Assignment. It is understood that the Town enters into this Agreement based on the special abilities and representations of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities, nor delegate any duties arising under this Agreement without the prior written consent of the Town.

Article 4. Scope of Work. All necessary labor, supervision, equipment, tools, and materials for: Roundabout and approaches at WCR2 and I-76 Frontage Road. Additionally, the work included, but is not limited to, asphalt paving, concrete paving, curb, gutter, sidewalk, earthwork, storm systems, electrical, lights, traffic control, signage, striping, and stabilization.

Article 5. Time of Completion. Contractor shall begin work within ten (10) days after Notice to Proceed and agrees to substantially complete all work within one-hundred eighty (180) calendar days. Final completion is required after thirty (30) additional calendar days from Substantial Completion. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto.

Article 6. Liquidated Damages. It is specifically recognized by and between the parties hereto that the Town will suffer certain unspecified damages in the event the project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the Town, the parties agree that the assessment of liquidated damages shall be appropriate. In the event the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the Town to retain from any monies due the Contractor an amount equal to the per calendar day rate listed in the Colorado Department of Transportation revised specification section 108 and every calendar day the project remains unfinished for Substantial Completion until the work is Substantially Complete.

Article 7. Contract Price

7.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

A. Total of Unit Price Work (subject to final Unit Price adjustment) $2,451,152.70

B. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

Article 8. Payment Procedures. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Town’s Engineer, Martin/Martin, Inc., as provided in Article 14 of the General
Conditions.

A. Progress Payments. All progress payments will be on the basis of the progress of the Work measured by the schedule of values as established in the Section 2.07 of the General Conditions.

B. Retainage. The Town shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

1. The Town shall authorize partial payments of the amount due at its next regularly scheduled meeting or as soon thereafter as practicable if the Contractor is satisfactorily performing the Contract. The Town shall withhold five percent (5%) of the calculated value of the completed work. The Town shall retain the five percent (5%) until the Contract is completed satisfactorily and finally accepted by the Town.

2. Upon completion and acceptance of the Work, all retained amounts will be released to Contractor under the terms and conditions governing final payment. Consent of the Surety shall be obtained before retainage is paid by Town. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent’s authority to act for the Surety.

3. Retainage shall apply to materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing upon which Contractor requests progress payment.

4. Retainage withheld by the Town shall not be subject to substitution by the Contractor with securities or any arrangements involving an escrow or custodianship therefore.

Article 9. Hazardous Materials. The parties shall deal with hazardous materials and environmental conditions at the work site in accordance with Section 4.06 of the General Conditions.

Article 10. Final Payment. The Town shall make a final settlement in accordance with 24-91-103 C.R.S. within sixty (60) days after the Contract is completed satisfactorily and finally accepted by the Town.

Article 11. Change Orders. The Town may order changes within the scope of the Work without invalidating this Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for the performance of the Work, such alteration shall be approved by the parties in writing for the change order. The Contractor shall not proceed with any work covered by a proposed change order until he receives a properly executed change.

A. General Liability. The Contractor will indemnify and hold harmless the State and the Town and all its officers, agents and employees against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by any acts or omissions of the contractor or sustained in connection with the performance of any contract related to the project or by conditions created thereby, or based upon any violation of any statute, ordinance, regulation, and the defense of any such claims or actions.

B. Governmental Immunities Act. The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. § 24-10-101 et seq.) as from time to time amended, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

Article 13. Construction Completion. The Town shall have the right, but shall have no obligation or duty, to perform or pay for the performance of any of the Contractor’s obligations hereunder, including, without limitation, payment of any subcontractor or supplier of labor or materials, anything herein to the contrary notwithstanding.

Article 14. Independent Contractor. The Contractor in performing the Work hereunder is an independent contractor and reserves the right to control Contractor’s employees and representatives, and the Town reserves only the right of inspection to ascertain that the completed Work conforms with the requirements of this Agreement. Contractor acknowledges that no governmental immunity is waived and that no specific relationship with, or duty of care to, the Contractor or third party is assumed by such review or approval.

Article 15. Town Representative. The Town’s project representative is Martin/Martin, Inc., who shall make, within the scope of their authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instructions shall be directed to the District representative.

Article 16. Notice. Any notice to be sent pursuant to this Agreement shall be deemed delivered if mailed to the other party at the following addresses. Any such notice shall be sent certified or registered mail, return receipt requested, postage prepaid.
CONTRACTOR: Duran Excavating, Inc.
14332 CR 64
Greeley, Colorado 80631

ENGINEER: John Eddy, PE
Martin/Martin Consulting Engineers, Inc.
12499 West Colfax Avenue
Lakewood, Colorado 80215

TOWN: Steve Stamey
Town of Lochbuie - Town Hall
703 Weld County Rd 37
Lochbuie, CO 80603

**Article 17. Public Employee Financial Interest.** The signatories hereto aver that to their knowledge, no employee of the State or municipality has any personal or beneficial interest whatsoever in this contract as prescribed by C.R.S. § 24-18-201 and C.R.S. §24-50-507.

**Article 18. Discrimination and Affirmative Action.** The Contractor agrees to comply with the letter and spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

**Article 19. Bribery and Corrupt Influences; Abuse of Public Office.** The signatories hereto aver that they are familiar with C.R.S. § 18-8-301, et. seq. (Bribery and Corrupt Influences) and C.R.S. § 18-8-401. et. seq.,(Abuse of Public Office), and that no violation of such provisions is present.

**Article 20. Workmen’s Compensation Coverage.** The Contractor is responsible for providing Workmen’s Compensation Coverage for all of its employees to the extent required by law, and for providing such coverage or requiring its subcontractors to provide such coverage for the subcontractor’s employees. In no case is the Owner responsible for providing Workmen’s Compensation Coverage for any employees or subcontractors of Contractor pursuant to this Agreement, and Contractor agrees to indemnify the Owner for any costs for which the Owner may be found liable in this regard.

**Article 21. Illegal Aliens.** The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101, et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract or 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. The Contractor represents, warrants, and agrees that it (i) has confirmed the employment eligibility of
all employees who are newly hired for employment to perform work under this public contract through participation in the e-verify program or the department program. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the Town may terminate this contract for breach of contract, and the Contractor shall be liable for actual and consequential damages to the Town. The contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this public contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall:

A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Article 22. Archeological Artifacts. In the event archaeological artifacts or historical sources are unearthed during construction excavation of the project, Contractor shall stop or cause to be stopped, construction activities and will notify the State Historical Conservation Office and the Town of such unearthing.

Article 23. No Lobbying. No portion of the payments received for the Work may be used for lobbying, or propaganda as prohibited by 18 U.S.C. §1913 or Section 607 (a) of Public Law 96-74.


A. The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to Arbitration. The fee and costs of the mediator shall be apportioned equally between the parties at the time of mediation.

B. Neither party will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to damages resulting from delay, loss of use, loss of profits or revenue, or cost of capital.

C. As to any dispute not resolved by mediation between Town and Contractor it is
agreed that binding arbitration shall be the sole remedy. The Town and Contractor waive any right either may have to submit any dispute between them arising out of this Agreement to try to a court or to a jury. Any party may demand arbitration by serving upon the other written demand for arbitration. Thereafter, within 30 days the parties shall agree upon the person to act as the single arbitrator. In the event the parties are unable to agree either party may request a court of competent jurisdiction to appoint an arbitrator and to enforce the terms of this arbitration provision. Said application to a court for appointment of arbitrator or enforcement of the arbitrations provision shall not constitute a waiver of the agreement that arbitration shall be the sole remedy for resolution of dispute and shall not confer upon the court jurisdiction to resolve any dispute except for the appointment of an arbitrator and to enforce the arbitration provision. The arbitration shall occur in the County of Prowers, State of Colorado. It is intended that this arbitration provision shall be interpreted in the broadest possible fashion to effect the intent of the parties that all disputes arising between them under this Agreement or as a result of this Agreement shall be submitted to binding arbitration as the sole remedy for the resolution of the dispute. Each side shall equally pay the initial cost of the arbitration. The arbitrator shall award as part of any arbitration award, attorney's fees and costs to either party deemed by the arbitrator to be the prevailing party. The arbitrator shall not have authority to enter any award for punitive or exemplary damages. Any arbitration award may be filed with the Court and made an order of the court pursuant to applicable arbitration resolution statutes then in effect in the State of Colorado. Venue for filing the arbitration award in court shall be in the Town Court in and for the County of Weld, State of Colorado.

Article 25. Binding on Successors. Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 26. Attorney Fees. Should it be necessary for either party to institute arbitration proceedings to enforce the terms of this Agreement, the prevailing party shall recover, in addition to any damages proved, all attorney's fees, costs and other expenses of the litigation.

Article 27. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the Owner as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.
Article 28. Complete Agreement. This Agreement constitutes the sole agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings, or agreements concerning the subject matter hereunder are hereby canceled. No modification, change, or alteration of the Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto.

Article 29. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

Article 30. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Article 31. Partial Invalidity. If any provision of this agreement are in violation of any statute or rule of law of the State of Colorado, then such provision shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

Article 32. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument. This Contract is to be executed in quadruplicate.

Article 33. Appropriations. Pursuant to C.R.S. §24-91-103.6, the following applies:

A. The amount of money appropriated by the Town is equal to or in excess of the contract amount.

B. No change order shall be permitted requiring additional compensable work to be performed which work causes the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, unless the contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under another provision for a remedy-granting provision in this contract; and

C. For any form of change order or directive by the Town requiring additional compensable work to be performed, the Town shall reimburse the contractor for the contractor's costs on a periodic basis, as those terms are defined in this contract, for all additional directed work performed until a change order is finalized. In no instance shall this periodic reimbursement be required before the contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed. This provision shall only apply when additional compensable work is required on an emergency basis and it is
necessary that work begin without a change order as required by Article 11 of this Construction Agreement.

Article 34. Miscellaneous.

A. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

TOWN                        CONTRACTOR

By                                  By

ATTEST:                        ATTEST:

By                                  By

STATE OF COLORADO   )
COUNTY OF WELD       ) ss.

The foregoing instrument was acknowledged before me this ___day of ____________, _____ as Director of Purchasing.

My commission expires:

Witness my hand and official seal.

Notary Public
TOWN OF LOCHBUIE
ON-CALL ENGINEERING SERVICES

TASK ORDER NO. 20 Task Name: WO 020 LA CR2 Round a Bout

Requested By: ____________________________  Proposed Start Date: September 1, 2019
Funding Source: ____________________________  Proposed Completion Date:
Tasks/Deliverables: See attached memorandum Total Task Order Budget: Hourly

Approval:

__________________________________________ Date: ____________________________
Town Administrator

Additional Comments: This Task Order is not valid without attached Task Order memorandum, also approved by the Town Administrator.

Attachment: Task Order Memorandum
This Task Order Memorandum has been prepared in accordance with the Town’s Professional Services Agreement (PSA) with Martin/Martin., Inc. (the “Consultant”) for on-call engineering services. No work shall be performed by the Consultant until the Town Administrator has executed a Task Order authorizing the Consultant to proceed with the Task(s) identified below.

Task(s) to be Performed:

- Post-Design support
  - Plan/spec revisions – estimate 10 hrs TOTAL
  - Bid support / RFIs – estimated 10 hrs TOTAL
  - Pre-Bid Meeting – estimated 4 hrs TOTAL
  - CDOT Coordination – estimated 6 hrs TOTAL

- Construction project management
  - Weekly resource oversight and coordination
    - Duration – estimated 6 hrs per week of construction schedule

- Preconstruction meeting attendance and minutes
  - Duration – estimated 4 hrs TOTAL for project

- Daily construction observation
  - Work diaries/time counts
  - Traffic control diaries
  - Weekly contractor progress meetings
    - Duration – estimated 60 hrs per week of construction schedule

- Periodic CDOT Submittals
  - Material submittals
  - Mix Design submittals
  - Change order submittals, as needed
    - Duration – estimated 4 hrs per week of construction schedule
- Monthly pay apps
  - Duration – estimated 2 hrs per month of construction schedule
- EEO compliance interviews
  - Duration – estimated 8 hrs TOTAL for project
- Finals documentation
  - Duration – estimated 80 hrs TOTAL for project

Time Schedule: Start date to be determined. Duration of services to conclude with CDOT acceptance of project Finals documentation.

Deliverables: As per Tasks to Be Performed.

Charges: Based on the estimated hours provided within, the estimate fee for identified services is **$155,000**. All services will be billed on an hourly basis with no set maximum.

Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed figure. Charges shall be calculated pursuant to the hourly rates attached to the PSA as Exhibit 1, unless otherwise set forth herein. A copy of the Consultant’s final proposal related to the Task(s) outlined above is attached to this Task Order Memorandum as ATTACHMENT A. The Consultant’s proposal has been reviewed and approved by the Town Administrator, and the Town therefore requests that you proceed to approve the attached Task Order, which authorizes Martin/Martin, Inc. to proceed with the on-call engineering services described above.

Review and approval of Task Order Memorandum:

______________________________

Town Administrator

Attachment
ATTACHMENT A

Task Order Memorandum
December 23, 2019

Town Administrator
Town of Lochbuie
703 County Road 37
Lochbuie, Colorado 80603

Martin/Martin, Inc. is hereby authorized to perform the following engineering services for:

Job Title: WO 020 LA CR2 Round a Bout
Sub Job Title: Local Agency Representation Services

Job No.: 19.0580.C.20

I. PROJECT DESCRIPTION

Services were determined from email correspondence exchanged with David Bebak and Steve Stamey on October 1, 2019.

II. SERVICES

A. Post-design support
B. Construction project management
C. Pre-construction meeting attendance
D. Daily construction observation
E. CDOT submittal gathering, preparation and submittal
F. Monthly pay app review and processing
G. EEO compliance interviews
H. Finals documentation gathering, preparation and submittal

III. MARTIN/MARTIN, INC. TERMS AND CONDITIONS OF SERVICE

Terms and Conditions of Service for this proposal are governed by Town of Lochbuie Agreement, dated April 29, 2019.

IV. COMPENSATION

All “Services” will be provided on an hourly basis, at the rates and charges listed below.
V. LABOR RATES

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$210</td>
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<tr>
<td>Designer</td>
<td>$120</td>
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<tr>
<td>Associate</td>
<td>$180</td>
</tr>
<tr>
<td>Technician III</td>
<td>$110</td>
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<tr>
<td>Sr. Project Engineer</td>
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<tr>
<td>Technician II</td>
<td>$95</td>
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<tr>
<td>Sr. Bldg. Envelope Specialist</td>
<td>$160</td>
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<tr>
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<td>Bldg. Envelope Specialist</td>
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<td>Professional Engineer</td>
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<tr>
<td>Engineer EIT II</td>
<td>$115</td>
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<tr>
<td>Engineer EIT I</td>
<td>$105</td>
</tr>
<tr>
<td>Sr. Designer</td>
<td>$140</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$80</td>
</tr>
<tr>
<td>Engineering Intern</td>
<td>$70</td>
</tr>
</tbody>
</table>

Rates for personnel above are subject to review each year.

VI. REIMBURSABLE EXPENSES

Non-Labor expenses are in addition to the labor fees incurred and are at 1.0 times the amount billed to Martin/Martin, Inc. Other Consultants or Professional Services provided by others will be billed at 1.0 times the amount billed to Martin/Martin, Inc.

ACCEPTANCE AND AUTHORITY

Authorization to proceed is subject to receiving an executed Town of Lochbuie/Engineer Work Order.

Thank you for the opportunity to assist you with this project. Please do not hesitate to contact us with any questions.

Respectfully submitted,

Mark D. Thornbrough, PE, CFM
Principal

END OF DOCUMENT
2020 AMENDMENT AND RENEWAL
INTERGOVERNMENTAL AGREEMENT FOR POLICE SERVICES BETWEEN
THE TOWN OF KEENESBURG, COLORADO, AND THE TOWN OF
LOCHBUIE, COLORADO

This 2020 Amendment and Renewal ("2020 Renewal") amends and renews the Intergovernmental Agreement ("Agreement") between the Town of Lochbuie, Colorado ("Lochbuie"), and the Town of Keenesburg, Colorado ("Keenesburg"), and is effective as of January 1, 2020, regardless of when executed. Lochbuie and Keenesburg are each a "Party" and are referred to jointly as the "Parties".

WHEREAS, Keenesburg and Lochbuie are parties to the Agreement pursuant to which Lochbuie provides law enforcement services to Keenesburg in exchange for compensation provided by Keenesburg; and

WHEREAS, paragraph 23 of the Agreement provides that the Agreement is effective as of the February 1, 2016, and remains in effect until December 31, 2016, unless it is extended, renewed or superseded by a new written agreement or renewal hereof which is mutually acceptable to and signed by both Parties, or until it is terminated by either Party; and

WHEREAS, the Parties have previously renewed the Agreement for calendar years 2017-2019 and desire to renew the Agreement for calendar year 2020; and

WHEREAS, paragraph 24 of the Agreement provides that the Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the representatives of the Parties executing the Agreement as set forth in the signature portion of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation to be paid thereunder for 2020 as set forth herein.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the Parties agree as follows:

1.0 RENEWAL OF AGREEMENT. The Agreement is renewed for 2020.

2.0 AMENDMENT OF EXHIBIT A. Exhibit A shall be replaced by the attached Exhibit A-2020 for the 2020 renewal period, which amends the compensation per hour to be paid by Keenesburg by a 6% increase. For 2020, references to Exhibit A in the Agreement shall mean Exhibit A-2020 as attached hereto.

3.0 NO FURTHER AMENDMENTS. Except as specifically stated herein, there shall be no other amendments to the Agreement and all terms and conditions shall remain in effect.
FOR LOCHBUIE:

______________________________
Jacob Lofgren, Mayor

DATE

ATTEST:

______________________________
Linda Blackston, Town Clerk

DATE

APPROVED AS TO FORM:

______________________________
Maureen Juran, Town Attorney

DATE

FOR KEENESBURG:

______________________________
Mayor

DATE

ATTEST:

______________________________
Town Clerk

DATE

APPROVED AS TO FORM:

______________________________
Town Attorney

DATE
EXHIBIT A-2020
SERVICE LEVEL AND COMPENSATION (2020)

A. **Service Level:** Lochbuie shall provide an average of 26 Service hours per week, for a total of 1352 hours annually. In the event a special investigation or other emergency requires more Service hours in any given month, the Lochbuie Police Chief shall work with the Town Manager to adjust other patrol hours to avoid charges for Services of greater than 26 hours for each week of the month.

B. **Compensation Rates:** Services shall be provided at the rate of $72.47 per hour unless overtime is required for any Lochbuie Officer as a result of a special investigation or other emergency within the Incorporated Area that requires Service hours in excess of the average set forth in paragraph A of this Exhibit. The Police Chief shall endeavor at all times to avoid necessity for officer overtime in order to meet the Service level obligations hereunder; however, in the event such circumstances require Lochbuie to pay overtime to an officer in order to meet Service level requirements hereunder, Keenesburg shall pay to Lochbuie the amount of $108.70 for each such hour. In addition, at the conclusion of each calendar year during the term (including any renewal term) Keenesburg shall reimburse Lochbuie for its actual costs (without administrative markup) incurred and charged to Lochbuie by Weld County for dispatch calls within the boundaries of Keenesburg. Lochbuie shall present Keenesburg with an annual accounting and copy of the invoice from Weld County for such dispatch charges and Keenesburg shall pay Lochbuie within 30 days of the receipt of such invoice.

C. **Billing Methodology** Keenesburg shall pay Lochbuie in advance for invoices in even amounts of $8164.83 per full month of Services (prorated for any partial months). At the end of each fiscal year, Lochbuie shall provide Keenesburg with a final accounting of hours for the fiscal year and Keenesburg shall pay Lochbuie, within twenty business days of the invoice therefor, for any hours of Service in excess of 1352 (as prorated for less than a full year), and Lochbuie shall refund Keenesburg for any unused hours of Service, should the total be less than 1352 (as prorated for less than a full year).
TEMPORARY EASEMENT GRADING AGREEMENT

THIS TEMPORARY EASEMENT GRADING AGREEMENT is made and entered into as of the 7th day of January, 2020 by and between the Berkshire Homeowners Association (“HOA”), LOB LLC, a Colorado Limited Liability Company (“LOB”) and the Town of Lochbuie, Colorado, a statutory town in Weld and Adams Counties, State of Colorado (“Town”).

RECITALS

LOB is the owner of Silver Peaks East, a subdivision abutting Berkshire subdivision (“Berkshire”). Berkshire and Silver Peaks East are located within the Town. The HOA manages covenants and certain common areas within Berkshire. The Town owns and manages the park area within Berkshire. In connection with development of Silver Peaks East, LOB may disturb a portion of a park owned by the Town located within Berkshire depicted as the area shown at the north east corner of the attached map (Exhibit A) (“Easement Area”). The parties desire to enter into this Grading Agreement in order for the Town to grant LOB a temporary right of entry to and upon the Easement Area for the limited purposes of regrading the Easement Area and restoring the surface following such regrading.

AGREEMENTS

1. FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Town, the Town hereby grants, bargains, sells, and conveys to LOB a temporary non-exclusive access easement in, to, through and over the Easement Area for LOB, at its cost, to clean, regrade and restore with native grasses (the “Work”) the Easement Area in conformity with construction plans to be submitted to and approved by the Town prior to commencement of the Work. The Work will be done as part of the regrading of the Silver Peaks Subdivision pursuant to the Town approved final grading plan for Silver Peaks Filing No. 1, Amendment No. 3 and will be performed in compliance with all applicable governmental regulations.

2. LOB, its agents, contractors, and permitted assigns, shall have the right of ingress and egress in, to, through, over, and across the Easement Area between the hours of 8:00 A.M. and 5:00 P.M. MDT. LOB shall take prudent steps to minimize other impacts on the Easement Area and the remainder of the Park not included within the Easement Area, including minimizing the impact to any existing landscaping and other improvements within the Park not subject to regrading.

3. LOB shall restore the Easement Area and the remainder of the Park, to extent affected, including the surface of the ground, to substantially the same condition they were in as of the Effective Date of this Agreement

4. LOB will notify the HOA prior to any Work being commenced and provide a timetable for the Work.
5. With advance consent of the Town through its Town Administrator and advance notice to the then-President of the HOA, this Agreement may be assigned by LOB to a third party who will be undertaking the Work and upon such assignment, LOB will be relieved of any further responsibility hereunder and the assignee shall have full responsibility for completion of the Work to include restoration of any disturbance within the Easement Area.

6. Liens. LOB shall keep all and every part of the Easement Area free and clear of any and all mechanic’s, materialmen’s and other liens for or arising out of or in connection with this Agreement. LOB shall promptly and fully pay and discharge any and all claims on which any lien may or could be based and shall hold Town harmless against all such liens and claims of liens and suits or other proceedings pertaining thereto.

7. Certain Reserved Rights. Except as provided in this Agreement to the contrary, Town reserves the right to use the Properties and to grant further easement interests in the Properties to other LOBs so long as such interests and uses do not materially or unreasonably interfere with the use of the Properties by LOB.

8. Title. Town represents and warrants that it owns the Easement Area in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the Temporary Access Easement to LOB as set forth herein.

9. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

10. Indemnity. LOB agrees to indemnify and hold harmless Town, its successors and assigns, against any and all liability, loss or damage Town may suffer as a result of claims, demands, costs or judgments against it on account of LOB’s use of the Easement Area.

11. Binding Effect. The parties agree that this Agreement shall be recorded in the real property records of Weld County, Colorado. LOB agrees to pay all costs associated with recording. During the term hereof, all provisions herein contained, including the benefits, burdens and covenants, shall be binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns.

12. Section Headings. The section headings contained herein are included for reference purposes only.

13. LOB shall at all times carry and maintain general liability insurance with policy limits sufficient to cover all its obligations under this agreement.

{Signature Page Follows}
In witness whereof the parties execute this Grading Agreement intending to be legally bound.

LOB LLC
A Colorado Limited Liability Company
17 Beacon Hill Lane
Greenwood Village, CO 80222

By: ______________________________
    Michael Blumenthal, Manager

BERKSHIRE HOMEOWNERS ASSOCIATION

By: ______________________________
    Lynn Arnold, President

TOWN OF LOCHBUIE COLORADO
703 Weld County Road 37

By: ______________________________
    Jacob Lofgren, Mayor

ATTEST:

______________________________
Linda Blackston, Town Clerk
EXHIBIT A
EASEMENT AREA MAP
To: Lochbuie Board of Trustees
   Steve Stamey, Town Manager Town of Lochbuie
   Maureen Juran, Town Attorney
From: Matthew Sura, Special Counsel
Date: December 27, 2019
Re: Oil and Gas Land Use Code revisions

Dear Lochbuie Board of Trustees,

Attached, please find proposed edits to the Town of Lochbuie’s oil and gas regulations. The purpose of this memo is to give a brief description of the changes proposed. I expect that this draft will go through additional revisions in the coming weeks before being considered by the Board of Trustees in January.

The 2019 legislative session saw the passage of Senate Bill 19-181 which gives clear authority to local governments over oil and gas development. The bill amended both the Local Government Land Use Control Enabling Act and the Colorado Oil and Gas Conservation Act. A summary of how the legislation affects local governments is attached. As a result of these changes, the Town now has greater authority in (1) the location and siting of oil and gas development, (2) the mitigation of impacts to public health, safety, and welfare, (3) requiring financial protections such as performance securities and insurance requirements, and (4) enforcement of the Town’s oil and gas regulations.

Local government authority is limited by a requirement in the bill that local oil and gas regulations be “reasonable and necessary” to protect public health, safety, welfare and the environment. Adams County has used its authority to limit the zoning districts where oil and gas development may be permitted. Adams County has also increased protections for public health, safety and the environment beyond those found in the COGCC regulations. For example, Adams County increased setbacks from homes from the 500-foot setback required by the COGCC to a 1,000 foot setback. I am proposing similar revisions for the Town of Lochbuie.

PROPOSED REVISIONS

The Town of Lochbuie’s regulations, found in Section 19-7-300 in the Land Development Code, should be strengthened to better protect public health, safety, welfare and the environment. I have proposed a complete rewrite of the current regulations.

The following is a summary of the highlights of the LDC amendments I have proposed:

Sec. 19-7-315. Oil and Gas Permit Required
Requires an Oil and Gas Permit for any new “Oil and Gas Facility” or “Well Site” within the Town limits. It also provides that “Legacy” facilities that are already within the Town limits get grandfathered in but will have to meet current standards if they are modified.

**Sec. 19-7-320. Oil and Gas Permit Application Submittal Requirements**
The submittals and financial assurances required for an oil and gas permit are listed in detail. Even more detail is provided in the BMP Document that I have recommended be passed by resolution - separately from the revisions to the Land Development Code.

**Sec. 19-7-325. Oil and Gas Permit Process for New Oil and Gas Operations**
The process for issuing an oil and gas permit shall includes: (1) a preapplication conference, (2) application submittal, (3) staff review for completeness, (4) review and referral, (5) staff comments (6) applicant response, (7) final staff review and report to the Board, and (8) hearing before the Board. This section would also list the criteria for approval.

**Sec. 19-7-330. Oil and Gas Permit Order**
Before the Operator can start Operations, they also must submit necessary state approvals.

**Sec. 19-7-335. Transfer of Operator or New Operator**
Allows the facility to be transferrable to new owners with notice to Town.

**Sec. 19-7-340. Inspections**
Allows for inspection by the Town at any time.

**Sec. 19-7-355. Access Roads**
List new access road specifications.

**Sec. 19-7-365. Location Restrictions**
Location restrictions include at least 1,000 foot setback from closest platted residential lot. This is 500’ greater than currently required by state law. Well Sites may only be located within the non-residential zoning districts of Agricultural (A), Industrial (IN), Light Industrial (LI), and Planned Unit Developments (PUD) - where it is a specified use, without obtaining a location waiver.

**Sec. 19-7-370. Violation and Enforcement**
I have also proposed revisions to the zoning chart in Section 19-2-230 and the definitions in Section 19-7-520.

I look forward to our discussion on January 7th.

Sincerely,

Matt Sura
COGCC Map – Current oil and gas development near the Town of Lochbuie. Red dots are historic vertical wells, light blue lines are proposed horizontally-drilled wells, green lines - approved wells, purple lines - producing horizontal wells. The State Land Board’s surface property, in the NW/4 of Section 36, is highlighted in pink.
HOW SENATE BILL 19-181 AFFECTS LOCAL GOVERNMENTS

Senate Bill 19-181 amended both the Local Government Land Use Control Enabling Act and the Colorado Oil and Gas Conservation Act. The results are sweeping new authority for local governments to regulate oil and gas development without fear of state preemption.

Local Government Land Use Control Enabling Act

Senate Bill 19-181 makes changes to the Local Government Land Use Control Enabling Act to give local governments express land use authority to site oil and gas facilities as well as to place requirements on those facilities to minimize impacts to public health, safety, and welfare. The enumerated powers granted to local governments include:

- **Location and siting** of oil and gas facilities and locations
- **Mitigation of impacts** on public health, safety and welfare
  - Regulations to protect water quality and source, noise, vibration, odor, light dust, emergency preparedness, security, traffic, transportation impacts and other nuisances
  - Receive technical assistance from the COGCC
- **Financial issues** such as performance securities, indemnification, and insurance
  - Impose fees for both the direct and indirect costs of monitoring and inspections programs to address impacts
- **Power to enforce**
  - Inspect oil and gas facilities and locations
  - Assess penalties to enforce local regulations

--See Colorado Revised Statutes 29-20-104

Colorado Oil and Gas Conservation Act

Senate Bill 19-181 makes substantial changes to the Oil and Gas Conservation Act that benefit local governments as well:

1) Operators are required to attempt to obtain a permit from the local government prior to obtaining a permit from the COGCC. This gives local governments a huge amount of negotiating leverage with Operators over siting decisions. **CRS 34-60-106.**
2) Local governments may request assistance from a “COGCC technical review board” to determine if their rules or decisions are “impracticable” and if the local government decision would prevent development of the minerals. **CRS 29-20-104; CRS 34-60-104.5**
3) The bill specifically states that a local government’s regulations may be more protective or stricter that the state’s requirements. This ends state preemption of local government’s oil and gas land use regulations. **CRS 34-60-131.**
AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, AMENDING SECTION 19-2-230, REPEALING AND READOPTING DIVISION 3 OF ARTICLE VII, AMENDING SECTION 19-7-520 GOVERNING OIL AND GAS DEVELOPMENT WITHIN THE TOWN, SETTING THE PENALTY FOR VIOLATIONS THEREOF, AND TERMINATING THE MORATORIUM ON ACCEPTANCE, PROCESSING, AND APPROVAL OF LAND USE APPLICATIONS AND ANY OTHER REQUESTS FOR APPROVAL TO CONDUCT OIL AND GAS EXPLORATION, EXTRACTION OR DEVELOPMENT WITHIN THE TOWN LIMITS

WHEREAS, the Town of Lochbuie is a statutory municipality, governed by its elected Mayor and Board of Trustees; and

WHEREAS, Sections 19-2-230 and 19-7-520 and the entirety of Division 3 of Article VII of Chapter 19 of the Lochbuie Land Development Code set forth the Town provisions that govern oil and gas development within the Town; and

WHEREAS, Senate Bill 2019-181 amended both the statewide Local Government Land Use Control Enabling Act and the Colorado Oil and Gas Conservation Act and provided additional and new authority for local governments to regulate oil and gas development within their respective jurisdictions; and

WHEREAS, the Town Board of Trustees desires to (a) amend Section 19-2-230 of the Lochbuie Land Development Code (Chapter 19 of the Municipal Code), (b) repeal and readopt Division 3 of Article VII of Chapter 19 of the Lochbuie Land Development Code, and (c) amend the definitions section set forth in Division 5 of Article VII of Chapter 19, all to put into effect amended regulations upon oil and gas exploration and development within the Town and to set the penalty for violations thereof.

WHEREAS, by Ordinance 2019-645 and 2020-648, the Town board previously adopted a moratorium on the acceptance, processing, and approval of any and all land use applications and any other requests for approval to conduct oil and gas exploration, extraction or development within the Town limits, which moratorium is set to expire on March 31, 2020 (“Moratorium”); and

WHEREAS, the Town Board of Trustees desires to terminate the Moratorium upon the effective date of this Ordinance.
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES
OF THE TOWN OF LOCHBUIE, WELD AND ADAMS COUNTIES, COLORADO,
AS FOLLOWS:

Section 1. Amend Section 19-2-230 of the Lochbuie Land Development
Code. Section 19-2-230 of the Lochbuie Land Development Code is hereby amended by (a)
deleting the lines under Industrial Uses for “Natural Gas or Oil Production Support
Facilities” and for “Natural Gas Production”, (b) by amending to add a use category entitled
“Oil and Gas Facilities” and amending to add the three lines under such new category as
shown below, with all other lines of the table unaffected.

Sec.19-2-230. Schedule of principal uses.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>A</th>
<th>RR</th>
<th>R-1</th>
<th>R-2</th>
<th>R-3</th>
<th>C</th>
<th>MU</th>
<th>L1</th>
<th>OS</th>
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</thead>
<tbody>
<tr>
<td><strong>OIL AND GAS FACILITIES</strong></td>
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<tr>
<td>Natural Gas Wells or Production</td>
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<tr>
<td>Oil/Petroleum Wells or Production</td>
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<tr>
<td>Oil and Gas Pipelines</td>
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</table>

Section 2. Repeal and Readoption of Division 3 of Article VII of Chapter 19 of the Lochbuie
Land Development Code. Division 3 of Article VII of Chapter 19 of the Lochbuie Land Development
Code is hereby repealed and readopted to read as follows in its entirety.

Division 3 - Oil and Gas Operations

Sec. 19-7-305. Purpose and intent.

(a) This Division is enacted to provide for the safety, and preserve the health,
safety and welfare of the present and future residents of the Town.

(b) This Division is enacted pursuant to the home rule authority, land use
authority, and the police powers of the Town and to protect public health,
safety, welfare, and the environment.

Sec. 19-7-310. Scope and applicability.

(a) Subject to the provisions of this Division, no Oil or Gas Well Operations
(“Operations”) shall be initiated in any manner within the Town prior to
issuance of an Oil and Gas Permit.

(b) Nothing in these regulations shall be construed to diminish the applicability
of the other development-related codes of the Town, including requirements
for building permits and grading permits. These regulations are
supplemental to the zoning regulations contained in the Land Development Code.

(c) The Board of Trustees shall adopt by separate resolution the Oil and Gas Best Management Practices ("BMP"). The BMP Document will be posted on the Town’s website. The Board of Trustees may by resolution update the Oil and Gas BMP Document as necessary to reflect changes in technology, state regulation, and industry practices.

(d) Where, in any specific case, the gas and oil well requirements of any other agency are in conflict with this Division, the more restrictive requirements shall be imposed.

Sec. 19-7-315. Oil and Gas Permit Required

(a) New Oil and Gas Facilities

(1) It shall be unlawful for any person to drill a new well, construct a new facility or install new accessory equipment or structure within the corporate limits of the Town, unless an oil and gas permit has been obtained pursuant to this Division. A separate oil and gas permit shall be required for each Well or Production Site that has not been previously permitted under this Division except as outlined in Section 19-7-315(b) and (c) below.

(2) It shall be unlawful for any person to operate a well, facility or accessory equipment or structure within the corporate limits of the Town, except in compliance with the terms and conditions of the oil and gas permit.

(3) If more than one Well or Production Site is proposed at the same time, the applicant may submit one application for multiple wells and facilities; however, a separate fee shall be required for each well pad site included in the application. The Town will issue a multiple oil and gas operations permit that notes the name and location of each Well or Production Site.

(4) Any such permit issued pursuant to this Division shall encompass within its authorization the right for the Operator, his or her agent, employee, subcontractor or independent contractor or any other persons to perform that work necessary in the drilling, completion or maintenance operations.

(5) For the purpose of this Division, the installation of tanks, heaters, separators and other accessory equipment shall be construed as extensions to oil and gas wells and shall accordingly be subject to the same applications, review, permit, regulations, and standards.
The application for these accessories when intended to be installed at the same time as the oil or gas well may be merged with an application for an oil or gas permit and shall not require an additional permit fee.

(b) **Legacy Oil and Gas Facilities**

By enactment of this Division, the Town hereby approves any well, equipment or facility drilled or constructed prior to the enactment of this section or that occurred prior to annexation of additional acreage within the Town.

(c) **Modification to Existing Oil and Gas Facilities**

Any proposed change made to an Oil and Gas Facility must be reviewed by the Building Department and must receive permission through one of the following.

1. **Change of Operations Permit.** Modifications to a Legacy Oil and Gas Facility must receive a change of operations permit. Such change of operations application will be administratively reviewed and granted so long as the location comes into substantial compliance with all regulations required to protect public health, safety, welfare and the environment.

2. **Amendment of an Oil and Gas Permit.** The oil and gas permit is limited to the facilities as shown in the approved Permit plans. To the extent the applicant desires, after initial completion of a well, to place additional equipment on a tank battery or wellhead location, which was not shown in the approved plan, the applicant must, except in a situation where additional temporary equipment is necessary for a period of 14 days or less, submit a revised site and Operating Plan to the Town depicting any changes from the approved oil and gas permit. If the staff concludes that the proposed change will not cause additional adverse impacts to public health, safety or welfare or the environment, the Amendment of the Oil and Gas Permit can be accomplished administratively. Upon receipt of the amended site plan and Operating Plan, the Town shall issue a revised oil and gas permit as provided in this Division. In the event the staff concludes the proposed change would cause an additional adverse impact to public health, safety, welfare or the environment, the proposed amendment will trigger new notice and require a new oil and gas permitting process.

3. **Plugging and Abandonment Permit.** The plugging and abandoning of a Well Site or pipeline requires a Plugging and Abandonment
Permit. The Permit will be issued administratively and will not require a public hearing.

(d) Terms and Conditions of the Oil and Gas Permit

(1) An oil and gas permit shall become null and void two years after approval if oil and gas development at the site for which the permit was issued does not substantially commence. “Substantially commence,” for purpose of this section, requires the spudding of at least one well.

(2) The oil and gas permit shall automatically expire with the abandonment and reclamation of the associated well.

(3) The granting of an oil and gas permit shall not relieve the Operator or owner of a Well, Production Site, pipeline or gathering line from otherwise complying with all applicable regulatory requirements of the Town, the State, or the United States.

(4) Within 30 days after the well is completed and equipped, the applicant shall provide to the Town as-built drawings showing all facilities, pipelines, flow lines and gathering lines which the applicant has placed on the land subject to this permit. These as-built drawings shall be the same as submitted to the COGCC.

(5) The oil and gas permit and/or change of operations permit required by this Section is in addition to any permit which may be required by any other provision of this Code or by any other governmental agency.

Sec. 19-7-320. Oil and Gas Permit Application Submittal Requirements

(a) Initial Application Form and Authorization

Every application for an oil and gas permit issued pursuant to this Division shall be in writing on a form supplied by the Town, signed by the Operator, or some person duly authorized to sign on his or her behalf, and filed with the Building Department. If no form is available, Operator may file in its own format the following information that shall be submitted:

(1) The Operator's name and address and, if the Operator is a corporation, the state of incorporation and, if the Operator is a partnership, the names and addresses of the general partners;

(2) The name, address, telephone number, fax number and e-mail address of the individual designated by the Operator to receive notices;
(3) The aliquot legal description of the property to be used for the oil/gas operation and the assessor's parcel number for the property. Property recorded by plat shall also be identified by subdivision name and block and lot numbers;

(4) The well name(s);

(5) The mineral lessee's name(s) and address;

(6) The name and address of the representative with supervisory authority over the oil and gas operation site activities and a 24-hour emergency phone number;

(7) The name and address of the surface owner or owners; and

(8) The name, address and telephone number of the person or firm designated by the Operator to file the oil and gas permit application and prepare the site plan and related exhibits.

(b) Fees and Financial Assurances

Every applicant shall provide the following fees and financial assurances:

(1) Application Fee. Every application shall include a required fee in the amount of $10,000.

(2) Cost Reimbursement Agreement. Every applicant shall submit a signed cost reimbursement agreement provided by the Town, but such reimbursement agreement shall only apply to the use by the Town for outside consultants to review the application, if necessary. The application fee and required cost reimbursement agreement must be received by the Building Department in order to process the application.

(3) Insurance. Prior to commencement of any work, the Operator will provide liability and insurance under the conditions, and in the amounts, necessary to protect against the risks and liabilities associated with the proposed activity.

(4) Financial Assurance. Prior to the commencement of any work, including well pad construction at any permitted Well Site, Operator will provide the Town with a single surety applicable for all Well Sites in the form of a letter of credit or bond in the amount of three million dollars ($3,000,000.00) to insure the immediate availability of finances for any costs incurred by the Town following a Financial Setback of the Operator.
a. Financial Setback shall be defined as the Operator filing for protection under the bankruptcy laws, making an assignment for the benefit of creditors, appointing or suffering appointment of a receiver or trustee over its property, filing a petition under any bankruptcy or insolvency act or having any such petition filed against it which is not discharged within ninety (90) days of the filing thereof.

b. Operator shall notify the Town of the existence of a Financial Setback within five (5) business days of the Financial Setback.

c. The letter of credit or bond shall remain in effect until all drilling operations at all New Wells have been completed, and all Well Sites for which work has commenced are in the production phase, without exception.

d. Upon the occurrence of a Financial Setback, the Town may call upon the surety effective immediately upon written notice to the Operator for the purpose associated with the need to secure Well Sites, associated Well Site lands and infrastructure or as a demonstrated need to protect the public welfare and safety.

e. This financial assurance provision in a form accepted by the Town is not a substitute for any bonding required by the state regulatory agencies for plugging and abandoning wells.

f. The Operator shall comply with all state regulatory agencies bonding requirements.

g. The bond or letter of credit shall be released within ten (10) business days of Operator’s written request following completion of the last Well Site and the wells have been turned to production.

(5) Inspection Fees. Operator shall reimburse the Town for all inspection costs reasonably incurred to inspect the Well Sites to determine compliance with this Agreement and any permits issued by the Town. Such fees shall include actual costs incurred by the Town, including employee time, employee supervision, necessary equipment rental, and overhead. Where a well is plugged and abandoned, no fees will be imposed thereafter.

(6) Road Improvements and Maintenance Agreement. Operator must sign an agreement to pay for ongoing road repair and maintenance costs attributable to its operations. The Town will conduct periodic impact assessments with the Operator to determine the extent of any
damage accruing to the road caused by the Operator’s activities. Operator may conduct baseline road condition assessments with a third-party contractor to define existing road conditions. Operator will pay the Town for the cost of the actual repairs for the assessed damage or else arrange and pay the cost of such repairs itself with a contractor acceptable to the Town.

(c) Substantive Application

Upon having submitted the materials and fee required, an application for an oil and gas permit pursuant to this Section shall be filed with the Building Department and shall include the following information:

(1) Site Plan. The site plan shall be submitted on one or more plats or maps, at a scale not less than one inch to 50 feet, showing the following information:

a. A site plan of the proposed operation showing the location of all improvements and equipment, including the location of the proposed wells and other facilities, and including but not limited to pumps, motors, electrical power lines, tanks, flowlines, gathering lines, compressors, separators and storage sheds. All existing tank batteries and transmission and gathering lines within 1,000 feet of the Well Site shall also be shown.

b. The location of layout, including, without limitation, the position of the drilling equipment and related facilities and structures, if applicable.

c. The location and description of all existing improvements and structures within 1,000 feet of the well, as well as proof that the new Well or Production Site meets all applicable COGCC and Town setback requirements.

d. Existing utility easements and other rights-of-way of record, if any, within a radius of 1,000 feet of the proposed well.

e. The location of existing irrigation or drainage ditches within 1,000 feet of the Well Site or Production Site, if any.

f. The applicant's drainage and erosion control plans for the Well Site or Production Site, if applicable. The applicant may submit the plan required by COGCC to meet this requirement.

g. Location of access roads in accordance with the provisions of Section 19-7-355.
h. The location of existing oil and gas wells as reflected in COGCC records within a 1,000-foot radius of the proposed location for the well and existing lease boundaries.

i. The names of abutting subdivisions or the names of owners of abutting, unplatted property within 500 feet of the proposed of the Well Site or Production Site.

j. The date the site plan was prepared and any revision numbers to the site plan, when applicable.

k. The location of existing wildlife and nature areas within 1,000 feet of the Well Site or Production Site, if any.

l. The location of the Well Site or Production Site in relation to existing lease boundaries.

m. A true north arrow.

(2) Traffic Control Plan

Operator shall prepare a plan showing public and private roads that traverse and/or provide access to the proposed operation and a plan showing the estimated number of vehicle trips per day for each type of vehicle, proposed transportation routes to and from the site, and measures to mitigate adverse impacts to traffic patterns and safety caused by the proposed operation.

a. The map showing all proposed transportation routes for access to and from the Well Site shall include those routes used for construction equipment and well drilling, completion and reworking equipment from the Well/Production Site to the to the corporate limits of the Town.

b. All transportation routes which access the state highway system shall be required to obtain necessary Colorado Department of Transportation (CDOT) access permits. A vendor selected by Operator from a list of vendors that is pre-approved by the Town shall prepare a Traffic Impact Study which shall clearly identify and distinguish impacts to Town roads and bridges related to Facility construction, operations and ongoing new traffic generation. Traffic impact studies shall be prepared in accordance with Town standards and requirements or other guidelines found in the Applicable Code. The study shall include a traffic mitigation plan addressing transportation impacts that will typically include, but not be limited to, a plan for traffic control, the
receipt of all necessary permits, ongoing roadway maintenance and improving or reconstructing Town roads, including providing financial assurance.

(3) *Written Narrative*

The Applicant shall refer to the Oil and Gas BMP Document for additional details on the following submittals and plans:

a. A title block or heading containing the Operator's and surface owner's names and addresses, the well name and the legal description of the Well/Production Site location.

b. Copies of the approved or submitted COGCC forms 1A, and 2 or 2A or 10, as applicable. If the applicant has not received approval from COGCC, the Town shall process the application conditioned on proof of an approved COGCC permit.

c. An Operating Plan.

d. A copy of the Surface Use Agreement or acknowledgement, including reception number, that a Surface Use Agreement has been recorded with the applicable County Clerk and Recorder's Office.

e. A list of all permits or approvals obtained or yet to be obtained from local, state or federal agencies, including any exceptions or variances that are required.

f. Emergency Response Plan. Operator shall prepare an Emergency Response Plan that is mutually acceptable to the Operator and the appropriate fire protection district and the Police Department that includes a list of local telephone numbers of public and private entities and individuals to be notified in the event of an emergency, the location of the well and provisions for access by emergency response entities. The applicant must provide a commitment to serve ("will serve") letter from the authority having jurisdiction for providing emergency services (fire protection and emergency medical services) for that facility.

g. A plan for weed control at the Well Wite.

h. A sanitary facilities plan that complies with COGCC regulations.

i. Verification of ownership of the mineral interest.
j. Nuisance Prevention Plan. Operator shall prepare a plan to manage noise, light and odor to prevent nuisance. Noise and odors shall be kept at or below the levels that would constitute a nuisance. The plan must include a baseline noise study as well as noise modeling of equipment proposed for the site for drilling and completions.

k. Electrification Plan. Operator shall identify all sources of electricity that will be brought to or used at the Well Site during all phases, including drilling, completion and production.

l. Air Quality Mitigation Plan. Operator shall prepare an Air Quality Mitigation Plan which includes baseline air quality testing and a modeling assessment of air quality impacts of a related project per the BMP Document and a plan and schedule to maintain air quality, including a plan to minimize VOC emissions in compliance with the BMPs.

m. Waste Management Plan. Operator shall prepare a Waste Management Plan that identifies the projected waste from the site and plans for disposal of such waste.

n. Hazardous Materials Management Plan. Operator shall prepare a Hazardous Materials Management Plan that identifies all hazardous materials that will be brought on site, how they will be transported and used, and measures to prevent any release of those materials.

o. Water Quality Monitoring Plan. Operator shall prepare a plan that describes the steps it will take to provide water quality monitoring to demonstrate no water quality degradation of surface or ground water.

p. Spill Prevention, Control, and Countermeasure Plan. Operator shall prepare a plan which describes spill prevention and mitigation practices.

q. Stormwater Pollution Prevention and Erosion Control Plan. Operator shall prepare a plan to minimize impacts to surface waters from erosion, sediment, and other sources of non-point pollution. The stormwater control plan required by COGCC Rule 1002(f) may be provided to establish compliance with this provision.

r. Interim Reclamation Plan. Operator shall prepare a plan, including a written description of the species, character and density of existing vegetation on the Well Site, a summary
of the potential impacts to vegetation as a result of the proposed oil and gas operations, and proposed replanting and mitigation to address these impacts. The plan shall include any COGCC required interim reclamation procedures and shall include the means by which vegetation will be watered and maintained.

s. Dust Mitigation Plan. Operator shall prepare a plan to control dust in an effort to minimize visible dust emissions from roadways or from completion operations.

t. Wetlands Protection Plan. Operator shall prepare a plan, if applicable, demonstrating the oil and gas operations shall, to the maximum extent practicable, avoid causing degradation to wetlands within the Town.

u. Floodplains and Floodways. Oil and Gas Facilities are prohibited in the floodway. A Floodplain Permit is required if any Operations are within the floodplain.

v. Visual Mitigation Plan. Operator shall prepare a plan that will consider fencing materials, berming, and use of existing vegetation and natural contours to the maximum extent practicable. The visual mitigation plan shall require photographic simulations.

w. Landscaping Plan. Operator shall prepare a plan that shall be coordinated with the Town and the surface owner and, depending on access to water, may be staged to accommodate surface development. Landscaping plans should use drought tolerant species that are native and less desirable to wildlife and suitable for the climate and soil conditions of the area. An irrigation plan may be required where buffering is accomplished with vegetation.

x. Site Security Plan. Operator shall prepare a plan for each Well Site. Each plan for a Well Site shall be reviewed by Operator on a yearly basis and will be updated, as necessary. The Town may request a review and update of the plan, at its sole discretion.

y. Request for Waiver of Location Requirements in Section 19-7-365.

Sec. 19-7-325. Oil and Gas Permit Process for New Oil and Gas Operations

All oil and gas operations are Conditional Uses and will go through the conditional use permitting process as described in Section 19-2-210 to receive an Oil and Gas...
Permit. Where terms of this Section conflict with other standards in the Land Development Code, the provisions of this Section shall apply.

(a) Step 1: Pre-Application Conference

The applicant shall attend a pre-application conference with a representative from the Town. The purpose of the meeting is to discuss the oil and gas permit submittal requirements and review process. Town staff will review the list of Best Management Practices that may be required to reduce or eliminate impacts to public health, safety, welfare or the environment. The staff also has discretion to require an Alternative Location Analysis that must be completed prior to submittal of an application for an oil and gas permit.

(1) The applicant shall prepare and submit a Preliminary Site Analysis to the Town for review at the pre-application conference. The Preliminary Site Analysis shall include the following information:

a. All drilling and spacing units proposed by the applicant within 1,500 feet of the Town’s municipal boundaries;

b. The proposed site for the oil and gas location and all features defined below, completely contained within, or within ¼ mile of all drilling and spacing units proposed by the applicant;

c. Any existing residential, platted residential, or property currently entitled for residential use, not including properties zoned Agricultural over 5 acres in size;

d. Properties designated for future residential in the Town’s adopted Comprehensive Plan, including mixed use;

e. Any facility classified as a High Occupancy Building Unit as defined by the COGCC;

f. Any public or private recreation facilities;

g. Outdoor venues, playgrounds, permanent sports fields, amphitheaters, or other similar place of public assembly;

h. Public or private parks, not including trails;

i. Senior living or assisted living facilities;

j. Areas within the FEMA 100-Year Floodplain boundary;

k. The centerline of all USGS perennial and intermittent streams;
l. Wetlands; and

m. Sensitive wildlife areas.

(2) If required by staff, the applicant will be required to submit an Alternative Location Analysis. The applicant shall analyze all potential sites that can reasonably access the mineral resources within the proposed drilling and spacing unit. The following information shall be provided for each site:

a. General narrative description of the site;

b. Why the particular site is proposed;

c. A summary of the off-site impacts that may be associated with that particular site; and

d. Proposed truck traffic routes, pipeline routes, and access roads for each site.

(3) Staff will review all proposed locations in order to determine if there is a suitable location that would adequately protect public health, safety, welfare, and the environment. Each proposed location shall be evaluated against the following criteria to determine if it is a suitable location:

a. Whether the location would comply with siting requirements in Section 19-7-365;

b. Whether mineral extraction is technically possible and reasonable from the location;

c. The proposed facility will not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, either as they presently exist or as they may exist in the future;

d. A proposed site’s conformance with the Town’s adopted Comprehensive Plan, and any other applicable adopted plans;

e. The ability to utilize pipelines and consolidate facilities with other planned drilling and spacing units proposed within the Town’s municipal boundaries; and

f. Landowner’s willingness to accommodate a surface use location. Previous execution of a Surface Use Agreement
between any landowner and Operator shall not automatically deem a proposed site as the preferred alternative; and

g. Impact on nearby environmental resources such as water bodies.

(4) If a suitable location is identified, staff will recommend the Operator proceed with an oil and gas permit application. If a suitable location is not identified or is unavailable, staff will recommend that the Operator evaluate other locations or may recommend denial if an oil and gas permit application is submitted.

(b) Step 2: Application Submittal

After the pre-application conference and the submittal of an Alternative Location Analysis (if necessary) the applicant may submit an oil and gas permit application. The application must meet the submittal requirements of Section 19-7-320 (c).

(c) Step 3: Staff Review for Completeness

Within a reasonable period of time, not to exceed 10 business days, Town staff shall either certify that the application is complete and in compliance with all submittal requirements or reject it as incomplete and notify the applicant of any deficiencies. The applicant shall then correct any deficiencies in the application package, if necessary, and resubmit the required number of copies of the amended application to the Town. This is not a substantive review of the application submitted.

(d) Step 4: Referral Agencies Notified

Upon receipt of a completed application, the Town shall forward the application to the appropriate referral agencies. The referral information shall include the time and place of the public hearing, the nature of the hearing, the location of the subject property and the applicant's name. At minimum, the application shall be referred to Adams or Weld County, the Police Department, and the Hudson Fire District. Referral agencies shall be provided 30 days to respond with any comments. After such 30-day period, the Town may proceed on the Application whether to not the Town has received comments from the notified referral agencies.

(e) Step 5: Staff Review and Comments

Town staff shall review the Application for compliance with this Section and all other applicable federal, state and Town regulations and standards. A summary of this review, including referral comments, and proposed conditions of approval, shall be sent to the Applicant.
(f) **Step 6: Applicant Response**

The applicant shall address all of the Town staff comments and any referral agency comments, then submit the following to the Town:

1. Written correspondence explaining how all of the comments have been addressed; and

2. Revised maps and other documents, as necessary.

(g) **Step 7: Final Staff Review and Report to Board of Trustees**

1. Town staff will complete a final review of the resubmitted materials and then prepare a report to the Board of Trustees explaining how the application is or is not consistent with the review criteria and applicable Town ordinances, regulations and standards.

2. Conditions of approval. Staff may propose a list of conditions of approval, including requiring the use of Best Management Practices, to reduce or eliminate impacts to public health, safety, welfare, or the environment. The Oil and Gas Best Management Practices Document will be maintained on the Town's website. In proposing conditions of approval from such Best Management Practices or other sources, the staff shall consider the following factors, among other considerations:

   a. Site-specific factors of the proposed new oil and gas location;

   b. The extent the Best Management Practices can be used to prevent significant degradation of the health, safety, and welfare of area residents and the Town of Lochbuie;

   c. The extent to which conditions of approval will promote the use of existing facilities and reduction of new surface disturbance;

   d. The extent to which legally accessible and technologically feasible alternative sites exist for the proposed new oil and gas location; and

   e. The extent to which the proposed oil and gas location is within land used for residential, industrial, commercial, agricultural, or other purposes.

(h) **Step 8: Public Hearing Schedule and Notification Process**

The Town shall:
Publish notice of the public hearing for the oil and gas permit in a newspaper of general circulation in the Town at least 15 days before the scheduled hearing date.

Posting of notice. Notice of the hearing shall be posted by the Town on each street adjoining the property involved for a period of at least 15 continuous days prior to the date of the hearing. An affidavit of posting signed by a representative of the Town shall constitute prima facie evidence of fulfillment of the required posting. The expense of such posting and affidavit shall be paid by the applicant. The sign shall be professionally made or hand-stenciled with dimensions as shown; enamel or weatherproofed painted letters; white background on sturdy backing; minimum size as shown below; on two (2) posts as shown below; and six (6) feet from the edge of the street pavement.

Mailed notices shall be sent via first class mail to all property owners within 1,000 feet of the subject property, as measured from property boundaries.

Step 9: Review by Board of Trustees

A public hearing on the requested oil and gas permit shall be held by the Board of Trustees at a regular or special meeting of the Board of Trustees. Applicants shall provide the following notice of the hearing and present proof of such publication, posting and mailing to the Town Clerk at least seven days before the hearing and at the beginning of the public hearing to be made a part of the record of the hearing. Notice of the public hearing shall be published by posting and by publication one time in a newspaper of general circulation in the Town not less than 15 days before the date of the hearing. Notice shall be given to the property owners abutting the property or within 1,000 feet of the property, and to the Town's service providers, the County, special districts and referral agencies as deemed appropriate by the Town. Said notice shall be given by first-class mail not less than 15 days before the date of the hearing.

The Board of Trustees shall use the Criteria for Review in this Section and, if applicable, the Criteria for a Location Waiver. To arrive at its decision, the Board of Trustees shall consider evidence presented in the application and at the public hearing which establishes compliance consistent with the Criteria below and any recommendations of the Staff, if applicable. Following the conclusion of the public hearing, the Board of Trustees shall, by written resolution, render its decision to approve, deny or conditionally approve the application, or it may take the matter under advisement until an announced date certain, not to exceed 15
days from the date of the hearing, at which time it shall render its
decision by written resolution. The written resolution shall be
prepared by the Town Attorney and shall set forth the findings of
the Board of Trustees.

(3) Criteria for Review

At a public hearing, the Board of Trustees shall review the
application for the oil and gas permit for compliance with the
following criteria:

a. All application requirements of Section 19-7-320 are met.

b. The application complies with the location restrictions
provided in Section 19-7-365 unless a waiver is obtained.

c. The application substantially complies with the provisions
and practices in the BMP Document.

d. The proposed facility will not result in a substantial or undue
adverse effect on adjacent property, the character of the
neighborhood, traffic conditions, parking, public
improvements, either as they presently exist or as they may
exist in the future;

e. The proposed use is in conformance with the Town of
Lochtebuie Comprehensive Plan or other local planning
documents; and

f. The proposed use will not significantly degrade the
environment or public health, safety and welfare.

(4) Criteria for a Location Waiver

a. A waiver of the zoning requirement in subsection Section
19-7-365(a) may be granted only under the following
conditions:

1. The location satisfies the other Criteria for Review in
this Section;

2. Extraordinary hardships or practical difficulties
result from strict compliance with the zoning
restriction; and

3. The purpose of these standards and regulations are
served to a greater extent by the alternative proposal.
b. A waiver of the 1,000-foot setback in Section 19-7-365(b) may be granted if all landowners with residences or platted subdivisions agree to waive the 1,000-foot setback requirement.

(5) For the purposes of judicial review, the Board of Trustees’ final action or decision on an application shall be deemed to have been made as of the date upon which the Board of Trustees executes the written resolution, which shall constitute the final decision of the Board of Trustees.

Sec. 19-7-330. Oil and Gas Permit Order

Prior to commencement of operations for which an oil and gas permit has been approved, an oil and gas permit order shall be obtained from the Town. The Town shall issue the oil and gas permit order within a reasonable time upon receipt of the following:

(a) A copy of the resolution of the Board of Trustees approving an oil and gas permit;

(b) Proof of compliance with any conditions placed in the resolution of the Board of Trustees approving an oil and gas permit;

(c) A copy of the approved site plan;

(d) A copy of an approved oversize or overweight vehicle or load permit issued by the Town pursuant to subsection Section 19-7-360, if applicable;

(e) Copies of any necessary state or federal permits issued for the operation if not previously submitted; and

(f) Copies of all COGCC permits.

Sec. 19-7-335. Transfer of Operator or New Operator

As required by COGCC, the Operator shall notify the Town, in writing, of any sale, assignment, transfer, conveyance or exchange by said Operator of a well's property and equipment within 10 calendar days after such sale, assignment, transfer, conveyance or exchange. The notice shall provide a map indicating the location of the properties and equipment involved in the transaction.

Sec. 19-7-340. Inspections

In recognition of the potential impacts associated with oil and gas facilities, all wells and accessory equipment and structures may be examined by the inspectors of the Town at reasonable times to determine compliance with applicable
provisions of the Land Use Code, the International Fire Code, the International Building Code, and all other applicable standards.

(a) The Town reserves the right in its discretion to make spot inspections or to inspect without notice in the event of an issue potentially involving an immediate risk to public health, safety, welfare, the environment, or wildlife, or damage to the property of another.

(b) For the purpose of implementing and enforcing the provisions of this Section, the inspector and other authorized personnel have the right to enter upon private property.

(c) The Town may use the information collected on the inspections to enforce the requirements of this Section.

(d) The Town may also report this information to appropriate state and federal officials, including but not limited to information regarding alleged violations of state and federal rules.

(e) Upon request, Operator shall make available to Town all records required to be maintained by these regulations or to show compliance with these regulations, and the rules and regulations promulgated by the COGCC and the Colorado Department of Public Health and Environment (CDPHE), including permits, Air Pollutant Emission Notices (APENs) and other documents required to be maintained by the COGCC, CDPHE and these regulations.

Sec. 19-7-345. Building Permits

In addition to any other requirements of this Section, building permits must be obtained for all aboveground structures to which the applicable Town Building Codes apply.

Sec. 19-7-350. Use Tax

All Operators must conform to applicable provisions of this Code relating to taxation, if any.

Sec. 19-7-355. Access Roads

All private roads used to provide access to the tank batteries or the Well Site shall be improved and maintained according to the following standards so long as such standards are consistent with the surface owner’s requests or the terms of a private Surface Use Agreement with the surface owner, and does not damage adjacent properties:

Access roads to facilities and Well Sites shall conform to the following minimum standards:
(a) All access roads must be in conformance with the Town's standards and specifications. A graded gravel roadway having a prepared subgrade and an aggregate base course surface a minimum of six inches thick, compacted to a minimum density of 95% of the maximum density as determined in accordance with generally accepted engineering sampling and testing procedures. The aggregate material, at a minimum, shall meet the requirements for Class 3, aggregate base course as specified for aggregate base course materials in the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition. A geotechnical report and pavement design will be submitted to the Town for approval.

(b) All access roads shall be graded so as to provide drainage from the roadway surface and constructed to allow for cross-drainage of waterways (such as roadside swales, gulches, rivers, creeks and the like) by means of an adequate culvert pipe. Adequacy of the pipe is subject to approval of the Town.

(c) All access roads shall be maintained so as to provide a passable roadway free of ruts and dust at all times.

(d) All access roads must be improved as a hard surface (concrete or asphalt) for the first 100 feet from the public road, unless public road is not already a hard surface, in which case, Operator shall meet the current standards of the public road.

(e) If an access road intersects with a pedestrian trail or walk, the Operator shall pave the access road as a hard surface (concrete or asphalt) a distance of 100 feet either side of the trail or walk, unless the trail or walk is not already a hard surface, in which case, Operator shall meet the current standards of the trail or walk. If necessary, Operator shall replace the trail or walk to address the weight load requirements of the vehicles accessing the Well and Production Sites.

(f) Temporary access roads associated with the Operations will be reclaimed and reseeded to the original state within 60 days after discontinued use of the temporary access roads. An exception to temporary access road construction standards and specifications may be made upon agreement of the Parties where circumstances warrant a departure given future development needs.

Sec. 19-7-360. Oversize or Overweight Vehicle or Load Permit

An oversize or overweight vehicle or load permit shall be required for all oversize or overweight vehicles or loads as defined in Sections 42-4-501 through 42-4-511, C.R.S., which use Town streets. Said permit, if required, shall be obtained from the Town prior to such use. The applicant shall comply with all Town and state
regulations regarding weight limitations on streets within the Town, and the 
applicant shall minimize oversize or overweight vehicle traffic on streets within the 
Town.

Sec. 19-7-365. Location Restrictions

(a) Well Sites may only be located within the non-residential zoning districts 
without obtaining a Waiver: Agricultural (A), Industrial (IN), Light 
Industrial (LI), and Planned Unit Developments (PUD) - where oil and gas 
development is a specified use.

(b) Well Sites proposed within Town limits shall be at least 1,000 feet from the 
following unless a Waiver is obtained:

(1) The property line of any existing or platted residences, schools, 
Future School Facilities, hospitals, medical clinics, senior living or 
assisted living facilities, or state licensed daycares; and

(2) Public parks or neighborhood parks, not including trails or Town-
designated Open Space.

(c) Well Sites proposed within Town limits shall be at least 500 feet from the 
following:

(1) Public Water Supply Wells; and

(2) Reservoirs.

(d) Violation of any federal, state or local laws or regulations shall be a 
violation of this Section.

(e) The well and tank battery shall comply with all applicable federal, state and 
local laws and regulations when located in a floodway or a 100-year 
floodplain area.

(f) All equipment at Well Sites located within a 100-year floodplain shall be 
anchored as necessary to prevent flotation, lateral movement or collapse or 
shall be surrounded by a berm with a top elevation at least one foot above 
the level of a 100-year flood.

(g) Any activity or equipment at any Well Site within a 100-year floodplain 
shall comply with applicable Town Floodplain Regulations and the Federal 
Emergency Management Act and shall not endanger the eligibility of 
residents of the Town to obtain federal flood insurance.

Sec. 19-7-370. Violations, Enforcement and Penalties.

(a) Unlawful to Construct or Install Unapproved Oil and Gas Facilities
(1) Except as otherwise provided in this Section, it is unlawful to construct, install or cause to be constructed or installed any oil and gas Well or Production Site within the Town unless approval of an oil and gas permit has been granted by the Board of Trustees. The unlawful drilling or redrilling of any well or the production therefrom is a violation of this Section.

(2) It is unlawful to fail to obtain an oil and gas permit or change of operations permit where one is required pursuant to this Section.

(3) It is unlawful to provide false, misleading, deceptive or inaccurate information and/or documentation in an application for an oil and gas permit or change of operations permit. Except as otherwise provided in this Section, it is unlawful for the applicant to provide information and/or documentation upon which the approval of an oil and gas permit was based, which the applicant, its agents, servants or employees knew or reasonably should have known was materially false, misleading, deceptive or inaccurate.

(b) **Penalty.** Any person convicted of a violation of any of the acts enumerated in Subsections (1), (2) and (3) above, or who commits any act or omission in violation of any provision of this Section, or of the conditions and requirements of the oil and gas permit, may be punished by a fine in an amount not to exceed two thousand six hundred fifty dollars ($2,650.00), (as such amount is adjusted for inflation beginning January 1, 2014, and on January 1 of each year thereafter based on the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index) for each day that the violation continues, each such day considered and held to be a separate and distinct offense.

(c) **Civil Action.** In case any Well, Production Site, building or structure is or is proposed to be erected, constructed, reconstructed, maintained, altered or used, or any land is, or is proposed to be, used in violation of any provision of this Section or the conditions and requirements of the oil and gas permit or any change of operations permit, the Town Attorney, in addition to the other remedies provided by law, ordinance or resolution, may institute an injunction, mandamus, abatement or other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, maintenance, alteration or use.

(d) **Recovery of Fees.** Should the Town prevail in any action for legal or equitable relief for a violation of the provisions of this Section, in addition to any other penalties or remedies which may be available, the Town shall be entitled to recover any damages, costs of action, expert witness fees, and reasonable attorneys' fees incurred.
Section 3. Amend Section 19-7-250. Section 19-7-250 of the Lochbuie Land Development Code is hereby amended to add the following new defined terms and language as shown in ALL CAPS and to delete certain terms and language as sown in strike-through below withal other defined terms unaffected.

**BEST MANAGEMENT PRACTICES (BMPS)** MEANS, THEY RELATE TO OIL AND GAS OPERATIONS, TECHNOLOGIES AND PRACTICES LISTED IN THE TOWN’S ADOPTED BEST MANAGEMENT PRACTICES FOR OIL AND GAS FACILITIES, ALSO KNOWN AS THE BMP DOCUMENT. BMPS ARE DESIGNED TO PREVENT OR REDUCE IMPACTS CAUSED BY OIL AND GAS OPERATIONS TO AIR, WATER, SOIL, OR BIOLOGICAL RESOURCES, AND TO MINIMIZE ADVERSE IMPACTS TO PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING THE ENVIRONMENT AND WILDLIFE RESOURCES.

*Blowout* means the uncontrolled discharge of gas, liquid or solids, or a mixture thereof, from a well into the atmosphere.

*Blowout preventer* means a mechanical, hydraulic, pneumatic or other device, or a combination of such devices, secured to the top of a well casing, including valves, fittings and control mechanisms connected therewith designed and capable of preventing a blowout.

*COGCC* MEANS THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

*Completion of drilling A WELL* means that a well is completed, for the purposes of these regulations, when it has been made physically capable of production.

*Deleterious substances* means any chemical, salt water, oil field brine, waste oil, waste-emulsified oil, basic sediment, mud or injurious substances produced or used in the drilling, development, producing, transportation, refining and processing of oil.

*Derrick* means any framework, tower or mast, together with all parts of and appurtenances to such structure, including any foundation, pump house or pipe rack, and each and every part thereof, which is or are required, used or useful for the drilling for and the production of oil, gas or other hydrocarbons from the earth, except permanent tanks used for storage purposes.

*Directional drilling* means the intentional changing of the direction of the well from the vertical.
Drill rig means that equipment used to drill an exploration hole or an oil and gas well; capable of drilling greater than three hundred (300) feet.

Drill site means the premises used during the drilling and subsequent life of a well or wells, which is necessary for the safe operation thereof.

Drilling fluid means the fluid used in the hole during drilling or other operations.

DRILLING AND SPACING UNIT AS DEFINED BY COLORADO REVISED STATUTES §34-60-116(2), MEANS A “COMMON SOURCE OF SUPPLY” OF OIL AND GAS THAT MAY BE TARGETED BY ONE OR MORE OIL AND GAS WELLS OR AS AMENDED BY COGCC RULE OR STATUTE

Enhanced recovery operation means the introduction of fluid or energy into a common source of supply for the purpose of increasing the recovery of oil therefrom according to a plan which has been approved by the State Oil and Gas Commission.

Exploration means the search for natural accumulations of oil and gas.

Exploration hole means a hole, usually three (3) inches in diameter and several hundred feet deep, used for exploration.


FUTURE SCHOOL FACILITY, AS IT RELATES TO OIL AND GAS OPERATIONS, MEANS A SCHOOL FACILITY THAT IS NOT YET BUILT, BUT THAT THE SCHOOL OR SCHOOL GOVERNING BODY PLANS TO BUILD AND USE FOR STUDENTS AND STAFF WITHIN FOUR YEARS OF THE DATE OF THE PREAPPLICATION CONFERENCE. IN ORDER TO BE CONSIDERED A FUTURE SCHOOL FACILITY, THE TOWN ADMINISTRATOR MUST BE PROVIDED COMPELLING EVIDENCE THAT THE SCHOOL IS PLANNED AND WILL BE BUILT WITHIN FOUR YEARS.

Gas valve means production equipment at the mouth (top) of a gas well.

GATHERING LINE MEANS A PIPELINE AND EQUIPMENT DESCRIBED BELOW THAT TRANSPORTS GAS FROM A PRODUCTION FACILITY (ORDINARILY COMMENCING DOWNSTREAM OF THE FINAL PRODUCTION SEPARATOR AT THE INLET FLANGE OF THE CUSTOMODY TRANSFER METER) TO A NATURAL
GAS PROCESSING PLANT OR TRANSMISSION LINE OR MAIN. THE TERM “GATHERING LINE” INCLUDES VALVES, METERING EQUIPMENT, COMMUNICATION EQUIPMENT CATHODIC PROTECTION FACILITIES, AND PIG LAUNCHERS AND RECEIVERS, BUT DOES NOT INCLUDE DEHYDRATORS, TREATERS, TANKS SEPARATORS, OR COMPRESSORS LOCATED DOWNSTREAM OF THE FINAL PRODUCTION FACILITIES AND UPSTREAM OF THE NATURAL GAS PROCESSING PLANTS, TRANSMISSION LINES, OR MAIN LINES.

_Hydraulic pump_ means an oil well pump which uses hydraulic movement or hydraulic pressure to extract oil from beneath the surface.

_LEGACY OIL AND GAS FACILITY MEANS ANY WELL, EQUIPMENT OR FACILITY DRILLED OR CONSTRUCTED PRIOR TO 2020 OR THAT OCCURRED PRIOR TO ANNEXATION OF ADDITIONAL ACREAGE WITHIN THE TOWN._

_Material Safety Data Sheet (MSDS) means a form with data regarding the properties of a particular substance, which is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (i.e. melting point, boiling point, flash point), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill handling procedures._

_Mouth of well means the surface opening of an oil or gas well._

_OIL AND GAS MEANS OIL OR GAS, OR BOTH OIL AND GAS._

_OIL AND GAS FACILITY MEANS EQUIPMENT, BUILDINGS, STRUCTURES, OR IMPROVEMENTS ASSOCIATED WITH OR REQUIRED FOR THE OPERATION OF A WELL SITE, PIPELINE, OR COMPRESSOR FACILITY. FACILITIES INCLUDE, BUT ARE NOT LIMITED TO, WELL SITES, PRODUCTION FACILITIES, PRODUCTION SITES, TREATMENT FACILITIES, ACCESS ROADS, WELL PADS, TANK BATTERIES, PITS, AND FLOWLINES._

_OIL AND GAS PERMIT MEANS ANY PERMIT ISSUED BY THE TOWN THAT ALLOWS AN OPERATOR TO CONDUCT OIL AND GAS WELL OPERATIONS._

_OIL AND GAS PIPELINE MEANS A FLOWLINE, GATHERING LINE, OR TRANSMISSION LINE THAT TRANSPORTS OIL AND GAS OFF OF A WELL SITE._

_OIL AND GAS WELL MEANS A HOLE DRILLED INTO THE EARTH FOR THE PURPOSE OF EXPLORING FOR OR EXTRACTING OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES._

_OIL AND GAS OPERATION(S) OR OPERATION(S) MEANS EXPLORATION FOR OIL AND GAS, INCLUDING THE CONDUCT OF SEISMIC OPERATIONS AND THE_
DRILLING OF TEST BORES; THE SITING; DRILLING; DEEPENING, COMPLETION RECOMPLETION, REWORKING, OR ABANDONMENT OF AN OIL AND GAS WELL OR GAS STORAGE WELL; PRODUCTION OPERATIONS RELATED TO ANY SUCH WELL INCLUDING THE INSTALLATION OF FLOWLINES AND GATHERING SYSTEMS; THE GENERATION, TRANSPORTATION, STORAGE AND TREATMENT OF OIL AND GAS; ANY CONSTRUCTION, SITE PREPARATION, OR RECLAMATION ACTIVITIES ASSOCIATED WITH SUCH OPERATIONS; AND ANY OIL AND GAS FACILITY, OIL AND GAS WELL SITE OR LOCATION, PRODUCTION SITE OR OTHER FACILITY, SITE OR LOCATION UPON OR WITHIN WHICH ANY OF THE FOREGOING ARE CONDUCTED, OPERATED, INSTALLED, CONSTRUCTED, GENERATED TREATED OR LOCATED.

Oil sump means any open depression or basin in the ground, whether man-made or natural, which contains oil or a combination of oil and water.

PRODUCTION SITE MEANS, AS IT RELATES TO OIL AND GAS OPERATIONS, THE SURFACE AREA IMMEDIATELY SURROUNDING PROPOSED OR EXISTING PRODUCTION EQUIPMENT, OR OTHER ACCESSORY EQUIPMENT NECESSARY FOR OIL AND GAS PRODUCTION ACTIVITIES, INCLUDING THE FENCED, WALLED, OR ENCLOSED AREA OF THE FACILITY DURING THE PRODUCTION PHASE, EXCLUSIVE OF TRANSMISSION AND GATHERING PIPELINES.

PUBLIC WATER SUPPLY WELL MEANS A WELL OR SYSTEM OF WELLS THAT PROVIDE WATER VIA PIPING OR OTHER CONSTRUCTED CONVEYANCES FOR HUMAN CONSUMPTION TO AT LEAST 15 SERVICE CONNECTIONS OR SERVES AN AVERAGE OF AT LEAST 25 PEOPLE FOR AT LEAST 60 DAYS EACH YEAR.

Retaining pit means earthen excavation used for the purpose of retaining or storing substances associated with the drilling or operation of oil and gas wells.

Submersible pump means an oil well pump located beneath the ground surface.

SURFACE USE AGREEMENT SHALL MEAN AN AGREEMENT OR CONTRACT BETWEEN AN OPERATOR AND THE OWNER OF REAL PROPERTY ADDRESSING PROPERTY INTERESTS OR PROPERTY USE IN RELATION TO A SPECIFIC LOCATION FOR A WELL, MULTI-WELL SITE, PRODUCTION FACILITY, PIPELINE OR ANY OTHER OIL AND GAS FACILITY.

WELL SITE MEANS, AS IT RELATES TO OIL AND GAS OPERATIONS, A DEFINABLE AREA WHERE AN OPERATOR HAS DISTURBED OR INTENDS TO DISTURB THE LAND SURFACE IN ORDER TO LOCATE AN OIL AND GAS WELL FACILITY AND INCLUDES A PRODUCTION SITE.
Section 4. Termination of Moratorium Upon Effective Date. The Moratorium by imposed by Ordinance 2019-645 and 2020-648, shall terminate upon the effective date of this Ordinance 2010-649.

Section 5. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Board of Trustees hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 6. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Lochbuie, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relationship to the proper legislative object sought to be obtained.

Section 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 8. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by C.R.S. § 31-16-105 and Sections 1-3-60 and 2-2-110 of the Lochbuie Land Development Code.

ADOPTED by a vote of ___ in favor, ___ against and ___ abstaining, AND ORDERED PUBLISHED by title only following public hearing, this ___ day of ______________, 2020.

TOWN OF LOCHBUIE, COLORADO

_________________________________
Jacob Lofgren, Mayor

I hereby certify that the above Ordinance was adopted by the Board of Trustees of the Town of Lochbuie at its meeting of ______________, 2020, and ordered published by title only one time by The Brighton Blade newspaper on ______________, 2020.

[SEAL]

__________________    Linda Blackston, Town Clerk
RESOLUTION NO. 2020-2

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF LOCHBUIE ADOPTING THE OIL AND GAS BEST MANAGEMENT PRACTICES IN CONJUNCTION WITH THE TOWN'S ADOPTION OF NEW OIL AND GAS REGULATIONS AS SET FORTH IN DIVISION 3 OF ARTICLE VII OF CHAPTER 19 OF THE LOCHBUIE LAND DEVELOPMENT CODE

WHEREAS, by Ordinance 2020-649, the Board of Trustees adopted amendments to Division 2 of Article II, and Divisions 3 and 5 of Article VII, each of Chapter 19 of the Lochbuie Land Development Code (Chapter 19 of the Municipal Code), governing oil and gas exploration and development within the Town; and

WHEREAS, as amended, Sections 19-7-310 and 19-7-325 of the Town’s Land Development Code provide that the Board of Trustees shall adopt by resolution best management practices to be integrated into all required permits for such oil and gas exploration and development within the Town to reduce or eliminate impacts to public health, safety, welfare or the environment.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, WELD AND ADAMS COUNTY, COLORADO:

Section 1. The Town Board of Trustees adopts the recitals set forth in this Resolution.

Section 2. The Board of Trustees hereby adopts the Town of Lochbuie Oil and Gas Best Management Practices (“BMPs”), attached hereto and incorporated herein by this reference, which BMPs shall provide additional detail and be utilized by the Town in implementing the provisions of Division 3 of Article VII of Chapter 19 of the Lochbuie Land Development Code.

Section 3. This Resolution shall be effective upon its adoption or upon the effective date of Ordinance 2020-649, which adopts amendments to the Town’s oil and gas regulations, whichever is later.


TOWN OF LOCHBUIE

ATTEST:

Jacob Lofgren, Mayor

Linda Blackston, Town Clerk
A. Introduction.

1. This BMP Document, and each Best Management Practice (each, a “BMP”), are enacted by the Board of Trustees of the Town of Lochbuie (“Town”) pursuant to the authority established in Sections 19-7-310 and 19-7-325 of the Lochbuie Land Development Code (“Code”) and any enabling and amending ordinance and shall be enforced as set forth in the Code. This BMP Document and each BMP is reasonable and necessary to achieve the purposes stated herein.

2. This BMP Document, and each BMP, is enacted to protect public health, safety, and welfare and the environment by regulating specific areas of Oil and Gas Operations (“Operations”) within the Town. These BMPs establish minimum standards and may be exceeded voluntarily or as determined by the Town in the processing of an Oil and Gas Permit, depending on the nature of the proposed Operations and location.

3. Where used in this BMP Document, the term “practicable” shall mean, in the Town Administrator’s (“Administrator’s”) opinion, that: (a) there is no technology reasonably available to conduct the proposed Operations in compliance with the BMP and waiver of the provision will not have a significant adverse effect on public health, safety, welfare, or the environment; (b) an alternative approach not contemplated by the BMP is demonstrated to provide a level of protection of public health, safety, welfare, and the environment that would be at least equivalent to the BMP; or (c) application of the BMP would create an undue hardship because of unique physical circumstances or conditions existing on or near the site of the Oil and Gas Facility, which may include without limitation topographical conditions, shape or dimension of the site, or inadequate public infrastructure, provided adequate protection of public health, safety, welfare, and the environment will be ensured through other means. Except where the term “practicable” is used, modifications of these BMPs shall not be permitted.

4. All terms used herein shall have the meaning set forth in the Code, unless a different definition is stated in this document; otherwise, terms and abbreviations shall have their generally accepted meaning as determined by reference to industry and regulatory standards.

5. Each BMP is an integral part of this BMP Document and the Town’s regulations of oil and gas development. Notwithstanding the foregoing, if any BMP or a part thereof (or any application thereof) is found to be invalid by a court, such invalidity shall not affect the remaining parts of the BMP or this BMP Document which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determining by the court to be inoperable. To this end, BMPs are declared to be severable.

B. Summary of Revisions. [Reserved]
C. **Air Quality.** Operator shall comply with these air quality standards to: protect human health and safety; prevent injury to plant and animal life; prevent damage to property; prevent unreasonable interference with the public welfare; preserve visibility; and protect scenic, aesthetic, and historic values in the Town. These standards are established to prevent or mitigate the degradation of the Town’s air and visibility resource; prevent odors and other air pollution problems; and to improve the quality of life and the general welfare in the Town.

1. **Minimization of Emissions.**

   a. Operator shall use electric equipment for permanent production equipment, such as electric compressors and pneumatic valves, and use line power as detailed in this BMP Document.

   b. Air emissions from the Operations shall be, at a minimum, in compliance with the permit and control provisions of the Colorado Air Quality Control Program, C.R.S.§ 25-7-101 et seq. as may be amended.

   c. All fossil-fuel powered engines used for drilling and completions on Well Sites shall employ the latest emission-reduction technologies that are economically practicable.

   d. Operator shall comply with the transportation and circulation section addressing traffic provisions as detailed in this BMP Document.

   e. Operator shall utilize pipelines as detailed in this BMP Document.

   f. Operator shall, through a manufacture-test or other recognized data analysis method, demonstrate hydrocarbon destruction or control efficiency that complies with a design destruction efficiency of 98% or better.

   g. Operator shall use no-bleed continuous and intermittent pneumatic devices. This requirement can be met by replacing natural gas with electricity or instrument air or routing the discharge emissions to a closed loop-system or process.

   h. Any flare, auto ignition system, recorder, vapor recovery device or other equipment used to meet the hydrocarbon destruction or control efficiency requirement shall be installed, calibrated, operated, and maintained in accordance with the manufacturer’s recommendations, instructions, and operating manuals.

   i. Operators shall not use glycol dehydrators or desiccant gas processing dehydrators.

   j. Compressor engines are prohibited within the Town limits except for wellhead, sales, and gas lift compressors, air and/or gas gathering compressors which shall be located on the Well Sites. Operator shall use enclosures of compressor engines where necessary to provide visual and/or noise mitigation. Any compressors that are used as part of the vapor recovery units (air pollution controls) will be limited to 6-8 small engine drive units. VRU compressors will be installed with sound walls to buffer noise.
k. Operator shall comply with odor requirements, as established by COGCC and CDPHE regulations, year-round.

l. Operator’s Well Site and equipment design shall reduce emissions of associated gas from hybrid gas-oil wells (i.e., gas that is co-produced from a well that primarily produces oil).

m. Operator shall use current best management practices during liquids unloading (i.e., maintenance activities to remove liquids from existing wells that are inhibiting production), designed to minimize hydrocarbon emissions to the greatest extent practicable. This may require practices and technology beyond those specifically listed in this BMP Document.

c. Operator shall reduce emissions from oil and gas pipeline maintenance activities such as pigging or blowdowns. Any maintenance activity involving the intentional venting of gas from a well tank, compressor or pipeline, beyond routine pipeline maintenance activity and pigging, requires forty-eight (48) hour advance written notice to the Town of such proposed venting. Such notice shall identify the duration and nature of the venting event, a description as to why venting is necessary, a description of what vapors will likely be vented, what steps will be taken to limit the duration of venting, and what steps Operator proposes to undertake to minimize similar events in the future. If venting is required, or if accidental venting occurs, Operator shall provide such notice to the Town of such event as soon as possible, but in no event longer than 24 hours from the beginning of the event, including without limitation the information listed above, an explanation as to the cause, and how the event will be avoided in the future; notices shall be supplemented as additional information becomes available.

o. Operator shall eliminate or minimize flaring to the maximum extent practicable

p. Operator shall comply with dust suppression techniques in this BMP Document.

q. Operator shall comply with odor requirements in this BMP Document.

r. Operator shall consolidate product treatment and storage facilities within a Well Site.

s. Operator shall centralize compression facilities within a Well Site.

t. Operator shall use telemetric control and monitoring systems, including surveillance monitors, to detect when pilot lights on control devices are extinguished.

u. Operator shall comply with all CDPHE rules and regulations, including air permits, if any, and all OSHA work practice requirements with respect to benzene.

v. Operator shall participate in Natural Gas STAR program or other equivalent voluntary programs to encourage innovation in pollution control at each Well Site.

w. Operator shall use pressure-suitable separator and vapor recovery unit (VRU) where applicable.
x. Operator shall construct pipeline infrastructure prior to the Production Phase.

y. For hydraulic fracturing pumps, Operator shall use Tier 4 or better engines.

2. **Leak Detection and Repair.**
   
a. Operator shall develop and maintain an acceptable leak detection and repair ("LDAR") program as required by CDPHE using modern leak detection technologies such as infrared ("IR") cameras for equipment used at a Well Site.

b. At least once per year, the Operator shall notify the Town ten (10) business days prior to an LDAR inspection of its facilities to provide the Town the opportunity to observe the inspection.

c. For a five (5) year period beginning with the start of the Production Phase per well location at each Well Site, Operator shall conduct quarterly IR camera monitoring of all equipment at each Well Site.

d. Thereafter, Operator shall conduct IR camera monitoring at least twice annually until all the wells on the Well Site are plugged and abandoned.

e. Except when a circumstance would necessitate an immediate repair, Operator must repair leaks as soon as possible. If more than 48-hours repair time is needed after a leak is discovered, an explanation of why more time is required must be submitted to the Town.

f. Operator shall conduct continuous pressure monitoring to detect leaks.

3. **Ambient Air Modeling.** Operator shall provide access to the Well Sites to the Town’s designated personnel or agent to allow air sampling to occur, without condition. Operator will provide a regionally based air modeling and emissions inventory.

4. **Ozone Air Quality Action Days.**
   
a. On Air Quality Action Day advisories posted by the CDPHE for the Front Range Area, the Operator shall implement CDPHE-suggested air emission reduction measures, including the following, for the duration of an Air Quality Action Day advisory:

   i. Minimize vehicle and engine idling;

   ii. Reduce truck traffic and worker traffic;

   iii. Delay vehicle refueling;

   iv. Suspend or delay use of fossil fuel powered ancillary equipment; and

   v. Postpone construction activities, if practicable.
b. Within 30 days following the conclusion of each annual Air Quality Action Day season, Operator must submit a report to the Town that details which measures it implemented during any Action Day advisories.

5. **Electric Equipment.**

   a. All permanent production equipment, such as compressors, motors and artificial lift equipment, shall utilize electric line power to mitigate noise and to reduce emissions.

   b. All drilling rigs capable of drilling to Total Depth (TD) on a well shall be required to utilize electric line power unless the Administrator waives this BMP in writing for a specific location or for any well not located within 2000’ of a Residential Building Unit or not within 2000’ of a High Occupancy Structure.

   c. At any location where Operator is not required by this BMP to utilize line power for drilling, Operator will utilize line power if available in sufficient quantity from the utility provider.

   d. At any location where line power is not used for drilling, Operator shall provide to Town at Town’s request the source(s) used for power.

   e. Operator shall minimize use of diesel generators for temporary power, including the use of liquified or compressed natural gas for power generation to further reduce emissions and noise.

6. **Exhaust.** The exhaust from all engines, motors, coolers and other mechanized equipment shall be vented up or in a direction away from the nearest occupied building.

7. **Flares and Combustion Devices.** To the extent flares, thermal oxidizers, or combustion devices are utilized, all such flares shall be designed and operated as follows:

   a. Flares shall be fired with natural gas and designed to operate with a 98% of higher hydrocarbon destruction efficiency.

   b. Flares shall be designed and operated in a manner that will ensure no visible emissions during normal operation. “Visible emissions” means observations of smoke for any period or periods of duration greater than or equal to one (1) minute in any fifteen (15) minute period during normal operation, pursuant to EPA Method 22. Visible emissions do not include radiant energy or water vapor.

   c. Flare shall be operated with a flame present at all times when emissions may be vented to it or shall utilize another mechanism that does not allow uncontrolled emissions.

   d. All combustion devices must be equipped with an operating auto-igniter.

8. **Fugitive Dust.**
a. Silica dust must be contained to the maximum extent practicable during the hydraulic fracturing process.

b. Dust associated with on-site activities and traffic on access roads shall be minimized throughout construction, drilling and operational activities such that there are no visible dust emissions from access roads or any Well Site to the extent practical given wind conditions.

c. No untreated produced water or other process fluids shall be used for dust suppression.

d. The Operator will not create dust or conduct dust suppression activities within 300’ of the ordinary high-water mark of any waterbody, unless the dust suppressant is water.

e. Material Safety Data Sheets (MSDS) for any chemical-based dust suppressant, other than magnesium chloride, shall be submitted to the Town prior to use.

f. If a resident of a Residential Building Unit within 2000’ of a Well Site complains of dust (either directly to the Operator, to the COGCC, or to the Town) Operator shall determine whether the dust is caused by Operator's Operations. Operator shall report its conclusions, including the factual basis for the conclusions, to the Town and the complainant. If the dust is caused by Operator's Operations, Operator shall resolve the dust concern to the maximum extent practicable within 24 hours.


a. Operator shall control and prevent odors from Operations from affecting adjacent properties and shall proactively address and, to the extent possible, resolve complaints filed by impacted members of the community.

b. Operator shall use a filtration system or additives to the drilling and fracturing fluids to minimize odors.

c. Operator shall not use fragrance to mask odors.

d. Operator shall implement one or more of the following measures as necessary:

   i. Running mud through a cooler to reduce odor;

   ii. Wiping down the drill pipe each time that the drilling operation “trips” out of the hole;

   iii. Increase additive concentration;

   iv. Operator will employ the use of drilling fluid with low to negligible aromatic content during drilling operations after surface casing is set for the protection of fresh-water aquifers;

   v. Operator will haul drill cuttings off on a daily basis; and
vi. Utilizing an electric drilling rig, where practicable.

e. If a resident of a Residential Building Unit within 2000’ of a Well Site complains of odor (either directly to the Operator, to the COGCC, or to the Town) Operator shall determine whether the odor is caused by Operator's Operations. Operator shall report its conclusions, including the factual basis for the conclusions, to the Town and the complainant. If the odor is caused by Operator's Operations, Operator shall resolve the odor concern to the maximum extent practicable within 24 hours.

10. Reduced Emission Completions (Green Completions).

a. Operator shall employ reduced emission completions (“Green Completions”) in compliance with federal and state requirements.

b. Operator shall safely maximize resource recovery and minimize releases to the atmosphere during flowback and subsequent recovery/operation.

c. Operator shall install gas gathering lines, separators, and sand traps capable of supporting green completions, per the provisions of COGCC Rule 805, as may be amended.

d. Operator shall comply with 40 CFR 60 (Subpart OOOO), as may be amended, for green completions.

e. Operator shall not conduct or permit uncontrolled venting other than where necessary for safety.

f. If allowed, temporary flowback flaring and oxidizing equipment shall include the following:

   i. Adequately sized equipment to handle 1.5 times the largest flowback volume of gas from a vertical/directional and/or horizontally completed well respectively as reported to the COGCC in a ten-mile radius;

   ii. Valves and porting available to divert gas to flaring and oxidizing equipment; pursuant to the above Rules 40 CFR 60 (Subpart OOOO) for green completions & COGCC Rule 805, as each may be amended;

   iii. Auxiliary fueled with sufficient supply and heat to combust or oxidize non-combustible gases in order to control odors and hazardous gases; and

   iv. Flowback combustion devices shall be equipped with a reliable continuous ignition source over the duration of flowback, except in conditions that may result in a fire hazard or explosion.


a. The Operator shall submit annual reports to the Administrator certifying:
i. Compliance with these air quality requirements unless demonstrated to be inapplicable and documenting any periods of material non-compliance, including the date and duration of each such deviation and a compliance plan and schedule to achieve compliance;

ii. That the equipment at each Well Site continues to operate within its design parameters, and if not, what steps will be taken to modify the equipment to enable the equipment to operate within its design parameters;

iii. The accuracy and completeness of the report, signed by a responsible corporate official.

b. Operator may satisfy this reporting obligation, in whole or in part, by submitting its AQCC Regulations No. 7 annual reports for the prior calendar year to the Town and supplementing them as needed to meet these reporting requirements for covered facilities within the Town.

c. The Operator will also provide the Town with a copy of any self-reporting submissions that Operator provides to the CDPHE due to any incidence of non-compliance with any CDPHE air quality rules or regulations at any Well Site.

D. Water Quality Protection. Operator shall comply with these water quality protection standards to: protect human health and safety; prevent injury to plant and animal life; prevent damage to property; prevent unreasonable interference with the public welfare; and to protect water quality. These standards are established to prevent or mitigate the degradation of the Town’s water resources; prevent odors and other pollution problems; and to improve the quality of life and the general welfare in the Town.

1. Chemical Disclosure.

   a. Prior to utilizing fracturing chemicals on a Well Site, the Operator shall submit to the Town, in table format, the name, Chemical Abstracts Service (CAS) number, storage, containment and disposal method for all such chemicals. The identification of such chemicals shall not be considered confidential or proprietary and the Town may make available to the public as public records.

   b. Fracturing chemicals used at any Well Site shall be uploaded onto the Frac Focus website within sixty days of the completion of fracturing operations.

2. Chemical Storage & Prohibitions.

   a. Operator shall not permanently store fracturing chemicals, flowback from hydraulic fracturing, or produced water in the Town limits.

   b. Operator shall remove all hydraulic fracturing chemicals from a Well Site within thirty (30) days following the completing of hydraulic fracturing at that Well Site.
c. In addition to any substances that are not permitted to be used in accordance with state or federal rules or regulations, as may be amended, the chemicals listed in Table 1 shall not be utilized in hydraulic fracturing fluid at any Well Site in the Town.

### TABLE 1

<table>
<thead>
<tr>
<th>Ingredient Name</th>
<th>CAS #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>71-43-2</td>
</tr>
<tr>
<td>Lead</td>
<td>7439-92-1</td>
</tr>
<tr>
<td>Mercury</td>
<td>7439-97-6</td>
</tr>
<tr>
<td>Arsenic</td>
<td>740-38-2</td>
</tr>
<tr>
<td>Cadmium</td>
<td>7440-43-9</td>
</tr>
<tr>
<td>Chromium</td>
<td>7440-47-3</td>
</tr>
<tr>
<td>Ethylbenzene</td>
<td>100-41-4</td>
</tr>
<tr>
<td>Xylene-F</td>
<td>1330-20-7</td>
</tr>
<tr>
<td>1,3,5-trimethylbenzene</td>
<td>108-67-8</td>
</tr>
<tr>
<td>1,4-dioxane</td>
<td>123-91-1</td>
</tr>
<tr>
<td>1-butanol</td>
<td>71-36-3</td>
</tr>
<tr>
<td>2-butoxyethanol</td>
<td>111-76-2</td>
</tr>
<tr>
<td>N,N-dimethylformamide</td>
<td>68-12-2</td>
</tr>
<tr>
<td>2-ethylhexanol</td>
<td>104-76-7</td>
</tr>
<tr>
<td>2-mercaptoethanol</td>
<td>60-24-2</td>
</tr>
<tr>
<td>benzene, 1,1’-oxybis-, tetrapropylene derivatives, sulfonated, sodium salts (BOTS)</td>
<td>119345-04-9</td>
</tr>
<tr>
<td>butyl glycidyl ether</td>
<td>8/6/2426</td>
</tr>
<tr>
<td>polysorbate 80</td>
<td>9005-65-6</td>
</tr>
<tr>
<td>quaternary ammonium compounds, dicoco alkyldimethyl, chlorides (QAC)</td>
<td>61789-77-3</td>
</tr>
<tr>
<td>bis hexamethylene triamine penta methylene phosphonic acid (BMPA)</td>
<td>35657-77-3</td>
</tr>
<tr>
<td>diethyleneetriamine penta (methylene-phosphonic acid)(DMPA)</td>
<td>15827-60-8</td>
</tr>
<tr>
<td>FD&amp;C blue no. 1</td>
<td>3844-45-9</td>
</tr>
<tr>
<td>Tetrakis(triethanolaminato) zirconium(IV) (TTZ)</td>
<td>101033-44-7</td>
</tr>
</tbody>
</table>

3. **Closed-Loop Pitless Systems for the Containment and/or Recycling of Drilling Fluids.**

a. Wells shall be drilled, completed and operated using closed-loop pitless systems for containment and/or recycling of all drilling, completion, flowback and produced fluids.

b. Operator shall recycle fluids to the maximum extent practicable, with the understanding that Operator is limited in its ability to recycle all fluids, as doing so would necessitate the use of permanent tanks, which is otherwise prohibited, and result in the potential for additional emissions.
4. **Containment Berms.**

   a. Operator shall utilize steel-rim berms (or similar material of comparable durability, designed and installed to prevent leakage and resist degradation from erosion or routine operation) around all permanent separation and storage equipment at the Well Sites with sufficient capacity to contain 1.5 times the maximum volume of liquids that such equipment will contain at any given time plus sufficient freeboard to prevent overflow.

   b. All berms and containment devices shall be inspected quarterly by Operator and maintained in good condition.

   c. Secondary containment, such as duck ponds or lined earthen berms for temporary tanks, shall be used.

   d. Secondary containment shall be constructed with a synthetic or engineered liner that contains all primary containment vessels and is mechanically connected to the steel ring to prevent leakage.

   e. No potential ignition sources shall be installed inside the secondary containment area unless the containment area encloses a fired vessel, or such sources are rated in accordance with industry codes and standards.

   f. For locations within 500’ and up-gradient of a surface water body, tertiary containment, such as an earthen berm, is required around respective production facilities.

5. **Spill Response Kits.** Operator shall make available at each Well Site or require to be carried by field staff or contractors, Spill Response Kits capable of mitigating small to mid-size spills (e.g., 5 to 50 gallons).

6. **Maintenance of Machinery.**

   a. Operator shall not conduct vehicle maintenance at any Well Site.

   b. Operator shall not conduct routine field maintenance of mobile machinery within 300’ of any water body as defined by the Code.

   c. All fueling must occur over impervious material.

7. **Spills.**

   a. Operator shall notify the Town of spills at any Well Site that has a reportable spill quantity under any law.

   b. Operator shall provide the Town with a copy of any self-reporting submissions that Operator provides to the COGCC due to any spills at any Well Site.

8. **Stormwater.** All Operations shall comply and conform to the Town’s stormwater control regulations.

a. Operations shall not cause degradation to surface or ground water within the Town or to wetlands within the Town.

b. Any approved variance to COGCC rules and regulations relating to the same matters shall be reported to the Town and shall modify these requirements.

c. Using records of the Colorado Division of Water Resources, Operator must implement a water quality monitoring plan that includes the following:

   i. Operator must attempt to collect initial baseline samples and subsequent monitoring samples from all available potable water sources within a one-half (1/2) mile radius of the Well Sites. Potable water sources include registered water wells or permitted or adjudicated springs.

   ii. Operator must attempt to collect initial testing of baseline samples from all available water sources prior to the commencement of drilling a well, or prior to the re-stimulation of an existing well for which no samples were collected and tested during the previous 6-12 months.

   iii. Post-stimulation samples of all those same water sources shall be collected and tested pursuant to the following time frame:

      a) One sample approximately one (1) year after commencement of the Production Phase;

      b) One sample approximately five (5) years after commencement of the Production Phase; and

   iv. Operator shall collect a sample from at least one upgradient and two down-gradient water sources within a one-half (1/2) mile radius of a Well Site. If no such water sources are available, Operator shall collect samples from additional water sources within a radius of up to one (1) mile from the Well Site until samples from a total of at least one upgradient and two down-gradient water sources are collected. Operator should give priority to the selection of water sources closest to the Well Site.

   v. Operator may rely on existing groundwater sampling data from any water source within the radii described above that was collected in accordance with accepted standards, provided the data was collected within the 12 months preceding the commencement of Drilling Phase for such Well Site, the data includes measurement of all of the constituents measured in Table 2 below and there has been no significant oil and gas activity within a one-mile radius in the time period between the original sampling and the commencement of the Drilling Phase for such Well Site.
vi. Operator shall make reasonable efforts to obtain the consent of the owner of the water source. If the Operator is unable to locate and obtain permission of the water source, the Operator must advise the Town that Operator could not obtain access to the water source from the surface owner.

vii. Testing for the analytes listed in Table 2 below, and subsequent testing as necessary or appropriate.

viii. Operator shall follow standard industry procedures in collecting samples, consistent with the COGCC model Sampling and Analysis Plan.

ix. Operator shall report the location of the water source using a GPS with submeter resolution.

x. Operator shall report results of field observations including reporting on damaged or unsanitary well conditions, adjacent potential pollution sources, odor, water color, sediment, bubbles, and effervescence.

xi. Operator shall provide copies of all test results to the Town, the COGCC, and the water source owners within 30 days after receiving the samples.

xii. Subsequent sampling. If sampling shows water contamination, additional measures shall be required including:

a) If free gas or a dissolved methane concentration level greater than one (1) milligram per liter (mg/l) is detected in a water source, determination of the gas type using gas compositional analysis and stable isotope analysis of the methane (carbon and hydrogen).

b) If the test results indicate thermogenic or a mixture of thermogenic and biogenic gas, an action plan to determine the source of the gas.

c) Immediate notification to the Town, the COGCC, and the owner of the water well if the methane concentration increases by more than five (5) mg/l between sampling periods, or increases to more than ten (10) mg/l.

d) Immediate notification to the Town, the COGCC and the owner of the water well if BTEX and/or TPH are detected as a result of testing. Such detections may result in required subsequent sampling for additional analytes.

e) Further water well sampling in response to complaints from water source owners.

f) Timely production and distribution of test results in electronic deliverable format to the Town, the COGCC and the water source owners.

g) Qualified Independent Professional Consultant. All subsequent water source testing must be conducted by a qualified independent professional consultant.
TABLE 2

GENERAL WATER QUALITY
Alkalinity, Conductivity & TDS, pH, Dissolved Organic Carbon (or Total Organic Carbon), Bacteria, Perfluorinated Compounds (PFCs), and Hydrogen Sulfide

MAJOR IONS
Bromide, Chloride, Fluoride, Magnesium, Potassium, Sodium, Sulfate, and Nitrate + Nitrite as N

METALS
Arsenic, Barium, Boron, Chromium, Copper, Iron, Lead, Manganese, Selenium, Strontium, Mercury, Uranium, and Radium

DISSOLVED GASES and VOLATILE ORGANIC COMPOUNDS
Methane, Ethane, Propane, BTEX as Benzene, Toluene, Ethylbenzene and Xylenes, Total Petroleum, and Hydrocarbons (TPH)

OTHER
Water Level, Stable isotopes of water (Oxygen, Hydrogen, Carbon), Phosphorus.

10. Wastewater and Waste Management.
   a. Operator shall implement a Waste Management Plan to the Town that complies with the following:
      i. All fluids shall be contained and there shall be no discharge of fluids.
      ii. Wastewater shall be stored in tanks, transported by tanker trucks and/or pipelines, and disposed of at licensed disposal or recycling sites in accordance with applicable law.
      iii. Operator shall not dispose of any wastewater within the Town.
      iv. All other waste shall be disposed of in accordance with state regulations.
      v. The plan shall incorporate secondary containment and stormwater measures consistent with this BMP Document.
      vi. No land treatment of oil impacted or contaminated drill cuttings are permitted.
   b. A copy of the Operator’s Spill Prevention, Control, and Countermeasure Plan (SPCC) describing spill prevention and mitigation practices will be given to the Town.

11. Well Integrity.
   a. Operator shall equip the bradenhead access to the annulus between the production and the surface casing, as well as any intermediate casing, with a fitting to allow safe and convenient determinations of pressure and fluid flow.
b. Valves used for annular pressure monitoring shall remain exposed and not buried to allow for visual inspection.

c. Operator shall take bradenhead pressure readings as required by the COGCC.

12. **Wetlands Protection Plan.** If applicable, Operator shall implement a Wetlands Protection Plan demonstrating the oil and gas operations shall, to the maximum extent practicable, avoid causing degradation to wetlands within the Town. Among other methods to achieve compliance with this standard, the proposed oil and gas operation shall not alter historic drainage patterns and/or flow rates or shall include acceptable mitigation measures to compensate for anticipated drainage impacts.

13. **Water Supply.**

   a. Operator shall comply with applicable State of Colorado, Department of Natural Resources and other applicable State regulations concerning the source(s) of water used in the Drilling Phase and Completions Phase.

   b. Operator shall notify the Town, upon its request, of the source(s) of water to be used at Well Sites during the Drilling Phase and Completion Phase and will provide the Town with an estimate of the volumes of water to be utilized, with such estimates subject to change.

   c. All water volumes actually used by Operator shall be reported by the Operator to the State of Colorado in accordance with its regulations.

   d. All fresh water for hydraulic fracturing shall be transported to the Well Sites by means other than by truck, unless the Operator provides notice after demonstration of extenuating circumstances which will short amount of time seven days or less. If the transportation of water by means other than truck exceeds seven (7) days, the operator will seek any necessary amendments to the Oil and Gas Permit.

E. **Safety.** Operator shall comply with these safety standards to: protect human health and safety; prevent injury to plant and animal life; prevent damage to property; and prevent unreasonable interference with the public welfare.

1. **Use of Pipelines.**

   a. Operator shall use pipelines for the transport of oil, gas, and produced water from Well Sites where feasible, and shall utilize such pipelines at each Well Site before the Production Phase commences.

   b. Operator shall be permitted to utilize temporary tanks during drilling, flowback, workover, completion, hydraulic fracturing and maintenance operations.

   c. Operator shall obtain all permits necessary for the construction and use of pipelines, including a conditional use permit.
2. *Bradenhead Monitoring.* Operator shall conduct bradenhead monitoring on all wells in accordance with COGCC rules and regulations.

3. *Burning.* No open burning shall occur on the site of any oil and gas operation except flaring as allowed in this BMP Document.

4. *Discharge Valves.* Open-ended discharge valves on all storage tanks, pipelines and other containers within any Well Site shall be secured and shall not be accessible to the general public. Open-ended discharge valves within any Well Site shall be placed within the interior of the secondary containment area.

5. *Flammable Material.* All ground within 25’ of any tank, or other structure containing flammable or combustible materials, shall be kept free of dry weeds, grass or rubbish, and shall conform to COGCC 600 Series Safety Regulations and the applicable fire code. Landscaping is prohibited within 25’ of any tank or other structure containing flammable or combustible materials.

   
a. Any newly constructed or substantially modified flowlines on any Well Site shall be constructed and operated under the provisions of the COGCC 1100 Series Flowline Regulations and any future COGCC Flowline Regulations, as either may be amended, and any applicable surface use agreements with the surface owners.

b. Operator shall pressure test all flowlines following their construction, including those rated at less than 15 PSI.

c. Operator will provide to the Town all records required to be submitted to state agencies related to inspections, pressure testing, accidents and other safety incidents related to flowlines at any Well Site and, upon specific request by the Town, Operator will provide to the Town any other records submitted to State agencies related to flowlines at the Well Sites.

d. All new flowlines and pipelines shall have the legal description of the location recorded with the appropriate county clerk and recorder within thirty (30) days of completion of construction.

e. Abandonment of any recorded flowlines shall be recorded with the appropriate county clerk and recorder within thirty (30) days after abandonment.

f. Operator will provide the Town with GIS files for the location of flowlines.

g. Flowlines will be removed when last well utilizing the lines are plugged and abandoned unless this requirement is waived in writing by the Administrator.

7. *General Maintenance.* Operator shall operate and maintain all equipment pursuant to manufacturer specifications consistent with technological limitations and reasonable and customary maintenance practices.

a. Before and after the hydraulic fracturing of any new well, Operator shall assess the integrity of all oil and gas and disposal wells (Active, Dry & Abandoned, Injecting, Plugged & Abandoned, Producing, Shut-In, and Temporarily Abandoned) where the surface location of such wells are within the Town and within 1500’ of the completion interval of the projected track of the borehole of the proposed new well, based upon examination of COGCC and other publicly available records. This shall include assessment of leaking gas, oil, or water to the ground surface or into subsurface water resources, taking into account plugging and cementing procedures described in any recompletion or plugged and abandoned report filed with the COGCC. The analysis shall be provided to the Town.

b. Based on the results of the assessment, the Town may require Operator to plug and abandon, in compliance with all COGCC rules in relation to abandonment and plugging, any of the Operator’s existing oil and gas or disposal wells or such wells under the Operator’s ownership, control or authority. Additionally, the Town may request Operator to attempt to negotiate the plugging and abandonment of other wells of concern, that are not owned by the Operator, but that are within 1500’ of the completion interval of the projected track of the borehole of the proposed new well. If wells of concern are not plugged and abandoned, Operator must supply a mitigation plan and a follow-up monitoring plan that will be used to prevent or detect any communication between the well of concern and the proposed wells.

c. Operator shall provide notification to the Town and applicable fire district not less than fourteen (14) days prior to commencing plugging operations. Operator shall notify the Town and COGCC of the results of plugging and cementing procedures.

d. For each well abandoned by Operator within the Town for which access and permission to test is granted, a soil gas survey to test the soil within a 10’ radius of the well shall be completed prior to production from a proposed new well and again one (1) year after production has commenced on the new well. Every well abandoned by Operator shall also be subject to the testing one (1) year after production has commenced on a new well. Operator shall provide the results of the soil gas survey to the Town and the COGCC within one (1) month of conducting the survey or advise the Town that access to the previously abandoned wells could not be obtained from the surface owner.


a. Operator will install an automated safety system, governed by safety devices and a programmable logic computer, at each Well Site.

b. Each system shall include a Surface Safety Valve (“SSV”) or wellhead master control valve installed for each new well before the commencement of the Production Phase connected to the production tubing at the surface. The SSV or wellhead master control valve shall monitor multiple flowing pressures and rates which have predetermined maximum and/or minimum threshold values programmed and will remotely shut the
well in should certain upset conditions be detected. Additionally, the automated safety system shall provide the ability to remotely shut-in wells on demand through operator remote intervention.

c. The SSV will have documented, quarterly testing to ensure functionality per manufacturer’s specifications.

10. Flowback Best Management Practices

a. Before flowback, Operator shall:

i. Construct the production facility capable of remote emergency shut down consistent with this BMP Document;

ii. Tie flowback equipment into combustors;

iii. Notify appropriate fire district at least twenty-four (24) hours before production flowback is scheduled to begin for the first time on a well pad; and

iv. Conduct a pre-startup safety review (PSSR), which will review facility and equipment spacing requirements and safety procedures.

b. During flowback, Operator shall:

i. Utilize gas monitors that are capable of detecting Lower Explosive Level and H2S, which emit an audible tone linked to cell phones to notify people on and off location;

ii. Utilize automatic tank gauging to measure tank levels and have 24-hr manned operations;

iii. Send flowback gas to sales pipeline, when possible.

11. Safety Management Plans. Operator shall maintain safety management plans for oil and gas operations including: hazard review, operating procedures, safety training program, maintenance procedures, compliance audits, and design measures.

F. Visual & Noise Mitigation. Operator shall comply with these visual and noise mitigation standards to: protect human health and safety; prevent damage to property; prevent unreasonable interference with the public welfare; preserve visibility; and protect scenic, aesthetic, and historic values in the Town. These standards are established to improve and to prevent degradation to the quality of life and the general welfare in the Town.

1. Visual Mitigation Methods. The Town may require Operator to implement the following visual mitigation methods may be required on a site-specific basis:

a. Use of low-profile tanks less than 16 ft. in height;
b. Use of equipment with reduced height and profiles;

c. Facility painting, vegetative or structural screening, land berming, and landscaping;

d. Earthen berms around the perimeter of fencing with turf grass or ground cover generally recognized by landscape architects and horticulturalists for local area use for the purpose of general screening;

e. Establishment and proper maintenance of ground cover, trees and shrubs for screening and aesthetic purposes;

f. Designing an Oil and Gas Facility to utilize natural screens where possible; and

g. Construction of fences for use with or instead of landscaping or berming;

2. Landscaping.

a. If water for irrigation use is unavailable at the location, the initial phase may utilize natural topography and fencing surrounding the location, as well as any trees already established near the property.

b. Initial landscaping, if required by an approved Landscaping Plan, and any fencing will be installed within 6 months of finishing drilling and completion operations.

c. Once water for irrigation use is available to the area, the Operator must implement any final landscaping as described in the Landscaping Plan. The Operator must consult with the Town as well as meet Code requirements at the time the final landscaping is installed.

d. Existing significant trees (greater than eight inches in caliper) shall be preserved to the maximum extent practicable and may help satisfy the landscaping and visual mitigation requirements. All required landscape plans shall accurately identify the locations, species, size, and condition of all significant trees, each labeled showing Operator’s intent to either remove, transplant, or protect. Trees that meet one or more of the following removal criteria shall be exempt from the requirements contained in this subsection:

i. Dead, diseased, or naturally fallen trees, or trees found to be a threat to public health, safety or welfare;

ii. Trees that are determined by the Town to substantially obstruct clear visibility at driveways and intersections; or

iii. Tree species that constitute a nuisance to the public such as cotton-bearing cottonwood, Siberian or Chinese elm, Russian olive and female box-elder. Native cotton-bearing cottonwood trees and female box-elder trees, when located in a natural area buffer zone, are not nuisance tree species.
3. **Lighting.**
   
a. Exterior lighting shall be directed away from residential and other sensitive areas or shielded from said areas to eliminate glare. Light spillage beyond the perimeter of a Well Site should be minimized.

b. All permanent lighting or lighting higher than a perimeter wall must be downward facing.

c. All bulbs must be fully shielded to prevent light emissions above a horizontal plane drawn from the bottom of the fixture.

d. Prior to installation of permanent lighting on any Well Site, Operator shall submit to the Town a Lighting Plan and the Town shall communicate with Operator any modifications to the plan that it deems appropriate. Operator shall make such modifications as reasonably required by the Town and as required by law.

e. The Lighting Plan shall indicate the location of all outdoor lighting on the site and any structures, and include cut sheets (manufacturer’s specifications with picture or diagram) of all proposed fixtures.

f. During the Drilling and Completion Phases, consistent with applicable law, Operator will construct a minimum 32 ft. in height wall around as much of the perimeter of the well pads as operations allow to reduce light escaping from the site, unless taller, shorter, or no walls are mutually agreed to by Town and Operator on a site-specific basis.

4. **Artificial Lift.** Artificial lift will not be accomplished through the use of traditional pump jacks. Alternatives such as gas lift, linear rod pumps, or hydraulic pumping unit may be used, and are to be as low profile as practicable with a maximum height of 30 ft. An alternative artificial lift system may be used if it is less visible or auditory impacts and is agreed to by both parties.

5. **Trailers.**
   
a. A construction trailer(s) is permitted as an accessory use during active construction, drilling and well completion or workover operations only.

b. Permanent residential trailers are prohibited at Well Sites.

c. Until ninety (90) days following the end of the Completion Phase on a Well Site, temporary residential and/or security trailers are permitted, as needed for on-site operations, for exclusive use by the Operator’s personnel and the personnel of its subcontractors on a temporary basis.

6. **Noise.**
a. Operator shall use quiet completions technology for any well located within 2000’ of a Residential Building Unit or a High Occupancy Structure unless Operator obtains waivers from all affected property owners within that distance.

b. Operator shall conduct a Baseline Noise Mitigation Study to ascertain baseline noise levels at each Well Site to demonstrate that noise is expected to be mitigated to the extent practicable. A copy will be provided to the Town.

c. All measurements considered for compliance with this Section shall be taken by a third-party contractor using industry standard equipment and practices.

d. The Operator shall comply with all provisions of COGCC Rule 802 on Noise Abatement with respect to the Well Site. However, the maximum permissible noise levels to be applied under Rule 802 shall be, other than during pad construction at the Well Sites, the greater of:

   i. the levels set forth for the land use type of "Residential/Agricultural/Rural" under Rule 802 if measurements are taken at 1,000 feet from the sound walls at the Well Site; and

   ii. 4 dB(A) higher than baseline ambient sound measured at 1,000 feet from the sound walls at the Well Site. During pad construction at the Well Sites, the Operator agrees that noise levels shall not exceed those produced by the construction of a typical residential or commercial development.

e. The Town may require Operator to implement additional noise mitigation if there is a Residential Building Unit, Public Park, or High Occupancy Structure within 2000’ of the Well Site and based on any of the following additional site-specific characteristics:

   i. Nature and proximity of adjacent development (design, location, use);

   ii. Prevailing weather patterns, including wind directions;

   iii. Type and intensity of the noise emitted; and

   iv. Vegetative cover on or adjacent to the site or topography.

f. Additional noise mitigation measures may include:

   i. Continuous noise monitoring by a third-party contractor, at expense of Operator, during construction, drilling, and completions, with instruments placed between the Oil and Gas Location and Residential Building Units within 2000’. Data shall be provided to the Town.

   ii. The Operator shall address C scale noise/vibration through berming, capable sound walls, and other practices.
iii. During the drilling and completion, the operator may be required to construct a perimeter wall and/or comparable measures to mitigate noise as appropriate on a case-by-case or modeled basis.

iv. Additional mitigations must be taken by the Operator if C-scale noise levels are increased the larger of either 5db over ambient or above 65db at 25’ from the nearest occupied building unit.

v. Use of electric-powered motors and pumping systems.

vi. Construction of buildings or other enclosures where Operations create noise and visual impacts that cannot otherwise be mitigated due to proximity, density or intensity of adjacent land use.

7. **Fencing.** At the time of initial installation, or upon the issuance of change of operations permit, fencing is required for all pumps, wellheads and production facilities shall be adequately fenced to restrict access by unauthorized persons. For security purposes, all such facilities and equipment used in the operation of a completed well shall be surrounded by a fence six feet in height, and so long as the material is noncombustible and allows for adequate ventilation, the gates shall be locked.

The following specific standards shall apply to all oil and gas wells and production facilities. Fence enclosures shall be constructed of materials suited for the given location and operations that are technologically, and operationally feasible, and compatible with the surrounding land uses, but shall not include solid masonry walls. All fences and walls shall be equipped with at least one gate. The gate shall meet the following specifications:

a. The gates shall be of construction that meets the applicable specifications or of other approved material that, for safety reasons, shall be at least as secure as a chain-link fence;

b. The gates shall be provided with a combination catch and locking attachment device for a padlock and shall be kept locked except when being used for access to the site; and

c. The Operator must provide the fire protection district with a "Knox Padlock" or "Knox Box with a key" to access the well site, to be used only in case of an emergency.

**G. Community Outreach, Notification, Reporting & Oversight; Hazards & Emergencies.** Operator shall comply with these standards to: protect human health and safety; prevent damage to property; and prevent unreasonable interference with the public welfare. These standards are established to improve and to prevent degradation to the quality of life and the general welfare in the Town.

1. **Outreach to Affected Residents.**
a. Operator shall maintain a list, updated annually, of the residents and business owners within ¼ mile (1320’) of a Well Site (“Affected Residents”).

b. Operator shall:

i. Provide at least fourteen (14) days advanced written notice to Affected Residents of mobilization in, rig up (MIRU);

ii. Notify Affected Residents in writing within seven (7) days of any reportable events that could have off-site impacts including fires, explosions, blow-outs, venting, or large spills (over 100 barrels);

iii. Provide these notices to the local fire district and Police Chief.

Operator may satisfy these notification requirements through direct correspondence or through direct mail.

2. Bi-Annual Updates to Town.

a. Operator biannually shall provide a formal written Progress Report update to the Administrator, to be shared publicly, as to the progress of Operations, including but not limited to:

i. Any reportable spills or reportable accidents at locations;

ii. Any notice of alleged violations from the Town or COGCC; and

iii. A summary of complaints to the Operator and COGCC.

b. Updates shall begin at the beginning of construction and continue throughout drilling and completion operations and cease once the final well approved for a Well Site has been drilled and has been in production for one full year.

3. Complaint Response.

a. Operator shall maintain a dedicated phone line to receive complaints that is open 24 hours per day, 7 days a week. The phone number shall be posted at all Well Sites and provided to the Town Administrator.

b. Operator shall document and review all complaints and provide the complainant with an initial response within twenty-four (24) hours. Responses to complaints shall also be provided to the Town Administrator and, if appropriate, state officials.

c. Any additional responses or corrective actions will be communicated to the complainant, landowner, Town Administrator and, if appropriate, state officials.

4. Risk Management. Operator shall create and implement a Risk Management Plan for Well Sites and Oil and Gas Facilities that are part of an Oil and Gas Permit. The plan shall
include risk identification, responsibilities, assessment, response, planning mitigation and, methods of risk avoidance and control that implement techniques to prevent the accident/loss and reduce the impact after an accident/loss occurs. Operators shall periodically update and revise the plan, but at least every three years and after any incident.

a. Operator shall develop a risk identification in a risk table which will identify the particular site by name, describe the risk, identify any health, safety, or environmental impact, identify any impact to Operator’s development schedule, provide a description of the risk area and associated factors, and whether it is an unmitigated or mitigated risk.

b. Operator shall assign persons or entities under its control or direction to have responsibility for the managing risk identified and plans support the risk mitigation. Such assignment shall not limit the Operator’s responsibility.

c. Operator shall identify any planned mitigation response (including emergency response, tactical response, and notifications) for certain identified risks.

d. Operator will implement a compliance and audit program. The Operator shall determine and document an appropriate response to each of the findings of the compliance audit, and document that deficiencies have been corrected. If Operator utilizes a self-reporting mechanism to any respective agency, that self-reporting mechanism will be described in the Risk Management Plan. If Operator self-reports, any findings included in the self-reporting to any other respective agency will be provided to the Town.

e. The Town may retain outside consultants, at Operator’s cost, to review Risk Management Plan and may require modifications to Risk Management Plan based on its review.

5. Incident and accident reporting.

a. Within twenty-four (24) of any reportable safety event, as defined by the COGCC in Rule 602(c), as may be amended, or any accident or natural event involving a fire, explosion or detonation requiring emergency services or completion of a COGCC Form 22, Operator shall submit a report to the Town that includes the following, to the extent available: fuel source, location, proximity to residences and other occupied buildings, cause, duration, intensity, volume, specifics and degree of damage to properties, if any beyond the Well Site, injuries to persons, emergency response, and remedial and preventative measures to be taken within a specified amount of time. Additional reporting shall be provided after the conclusion of the event, if the event lasts longer than twenty-four (24) hours.

b. The Town may require Operator to conduct a root cause analysis of any reportable safety events or Grade 1 gas leaks, each as defined by the COGCC.

c. Any spill or release that is reportable to the COGCC shall be simultaneously reported to the Town Administrator and the applicable fire district.
6. **Signs and Markers.** Operator shall mark each and every well in a conspicuous place, from the time of initial drilling until final abandonment, as follows:

   a. **General Sign Requirements.**
      
      i. No sign required under this BMP shall be installed at a height exceeding 6’.
      
      ii. Operator shall maintain signs in a legible condition and shall replace damaged or vandalized signs within sixty (60) days.

   b. **Drilling and Recompletion Operations.**
      
      i. Operator shall provide directional signs, no less than three (3) and no more than six (6) sq. ft. in size, during all drilling and recompletion operations.
      
      ii. Such signs shall be at locations sufficient to advise emergency crews where drilling or recompletion is taking place.
      
      iii. Such sign locations shall include the first point of intersection of a public road and the rig access road and thereafter at each intersection of the rig access route, except where the route to the well is clearly obvious to uninformed third parties in any weather or condition.
      
      iv. Such signs not needed to meet other obligations under these rules shall be removed as soon as practical after drilling and recompletion operations are complete.

   c. **Permanent Designations.**
      
      i. **Oil and Gas Wells.** Within sixty (60) days after the Completion Phase of an Oil and Gas Well, a permanent sign shall be located at both the wellhead and surface equipment (if not at the wellhead), which shall identify the Oil and Gas Well, the name and contact information of the Operator and the legal location, including the quarter section.
      
      ii. **Surface Equipment.** Within sixty (60) days after the installation of a tank battery, a permanent sign shall be located at the tank battery. At the option of the Operator, or at the request of the Town, the sign may be placed at the intersection of the lease access road with a public road nearest the tank battery, if the tank battery is readily apparent from such location. Such sign, which shall be no less than three (3) sq. ft. and no more than six (6) sq. ft., shall provide: the name of the Operator; a phone number at which the Operator may be reached at all times; a phone number for local emergency services; the lease name or Oil and Gas Well name(s) associated with the tank battery; the public road used to access the site; and the legal location, including the quarter section.
      
      iii. **Tanks and Containers.** All tanks with a capacity of ten (10) barrels or greater shall be labeled or posted with the following information:
a) Name of Operator;

b) Operator’s emergency contact telephone number;

c) Tank capacity;

d) Tank contents; and

e) National Fire Protection Association (NFPA) Label.


a. Operator shall complete and implement all components of a detailed Emergency Response Plan subject to the approval of the Town’s Administrator (acting as the Town’s Emergency Manager) and the applicable fire district must approve of the Emergency Response Plan (“Plan”) before the Drilling Phase commences.

b. Operator shall review the plan annually and file any updates with the Town Administrator (aka Director of Emergency Management) and the applicable fire district. If no updates to the Plan are made, Operator shall provide notice of “No Change.”

c. The Plan shall include:

i. Name, address and phone number, including twenty-four-hour numbers for at least two (2) persons responsible for field operations as well as the contact information for any subcontractor of Operator engaged for well-control emergencies;

ii. A process by which the Operator notifies surrounding neighbors to inform them about the on-site operations and emergencies and to provide sufficient contact information for surrounding neighbors to communicate with the Operator;

iii. An as-built facilities map in a format suitable for input into the Town’s GIS system depicting the locations and type of above and below ground facilities, including sizes and depths below grade of all oil and gas flow lines and associated equipment, isolation valves, surface operations and their functions, as well as transportation routes to and from exploration and development sites, for response and management purposes. The information concerning flowlines and isolation valves shall be marked and treated as confidential and shall only be disclosed in the event of an emergency or to emergency responders or for the training of emergency responders;

iv. Detailed information addressing each reasonable potential emergency that may be associated with the operation, including without limitation: explosions; fires; gas; oil or water pipeline leaks or ruptures; hydrogen sulfide or other toxic gas emissions; hazardous material vehicle accidents or spills; and natural disasters;
v. An emergency evacuation plan for the Well Site and any person within one-half (1/2) mile of the Well Site.

vi. A provision that any spill outside of the containment area, that has the potential to leave the facility or to threaten waters of the state, or as required by the Town-approved plan shall be reported to the local dispatch and the COGCC Director in accordance with COGCC regulations;

vii. Detailed information identifying access, and health care facilities anticipated to be used;

viii. A project-specific plan for any project that involves drilling or penetrating through known zones of hydrogen sulfide gas;

ix. A provision obligating the Operator to reimburse the appropriate agencies for their expenses resulting from the Operator’s operations; and

x. A statement and detailed information indicating that the Operator has adequate personnel, supplies, and training to implement the plan immediately at all times during construction and operations.

d. The Operator shall have current Material Safety Data Sheets (MSDS) for all chemicals used or stored on a Well Site. The MSDS sheets shall be provided immediately upon request to Town officials, a public safety officer, or a health professional as required by COGCC Rule 205.

e. All training associated with the Plan shall be coordinated with the Town and the fire districts within the Town.

f. Operator shall provide the Town with its shutdown protocols and promptly notify the Town of any shut downs that would have an impact to any area beyond the confines of the Well Site.

H. Reclamation. Operator shall comply with these reclamation standards to: protect human health and safety; prevent injury to plant and animal life; prevent damage to property; and prevent unreasonable interference with the public welfare. These standards are established to restore the Town’s resources and to improve the quality of life and the general welfare in the Town.

1. Interim Reclamation Plan. Operator shall implement an interim reclamation plan including:

   a. Removal of Debris. All construction-related debris shall be removed from the site for proper disposal in a timely manner. The site shall be maintained free of debris and excess materials at all times during operation. Operator shall not burn or bury debris at any time on any Well Site.

   b. Removal of Equipment. All equipment used for drilling, re-completion and maintenance of the facility shall be removed from the site within thirty (30) days of
completion of the work, weather condition permitting, unless otherwise agreed to by
the surface owner. Permanent storage of removable equipment on any Well Site is
prohibited.

2. **Final Reclamation Plan.** Operator must submit an oil and gas Well Site Final Reclamation
Plan and reclaim a Well Site not later than six (6) months after plugging and abandoning
the last well at such Well Site, weather and planting season permitting. In addition to any
COGCC reclamation requirements, Operator shall:

a. Remove all pipelines, gathering lines and flowlines after one (1) year of non-use when
last well utilizing lines are plugged and abandoned unless this requirement is waived
in writing by the Administrator; and

b. Reclaim and revegetate, to the original state prior to Operations, all temporary access
roads associated with Operations at a Well Site within a reasonable amount of time,
taking into account planting seasons, or as directed by the landowner in a Surface Use
Agreement and subject to applicable COGCC variances.

I. **Transportation and Circulation.**

1. **General.**

   a. Operator will comply with all Transportation and Circulation requirements as contained
   in the Code and as may be reasonably required by the Town’s Traffic Engineer.

   b. Operator will comply with all applicable hazardous material regulations.

   c. Operator will obtain necessary access permits, which the Town will not unreasonably
   withhold.

2. **Traffic Control Plan.** Operator shall establish a Traffic Control Plan including the
   following:

   a. Estimated weights of vehicles when loaded, a description of the vehicles, including the
   number of wheels and axles of such vehicles and trips per day;

   b. Detail of access locations for each well site including sight distance, turning radius of
   vehicles and a template indicating this is feasible, sight distance, turning volumes in
   and out of each site for an average day and what to expect during the peak hour;

   c. Truck routing map and truck turning radius templates with a listing of required and
determined that certain improvements are necessary at intersections along the route;

   d. Restriction of non-essential traffic to and from any Well Site to periods outside of peak
am and pm traffic periods and during school hours (generally 7-8 am and 3-6 pm) if
Well Site or access road are within 1000’ of school property.
e. Identification of need for any additional traffic lanes, which would be subject to the final approval of the Town's engineer.

3. **Public Improvements.** If public road improvements are necessary to accommodate an Operation, and before work will be permitted within any Town right-of-way, the Operator shall draft engineered drawings to be prepared by a Colorado licensed civil engineer, in conformance with Town standards, for review and approval by the Town.

4. **Private Access Roads.**
   
a. Access points to public roads must be located, improved and maintained to assure adequate capacity for efficient movement of existing and projected traffic volumes and to minimize traffic hazards.

b. Permanent access roads must be improved a minimum distance of 200’ on the access road from the point of connection to a public road.

c. All access roads must be in conformance with the Town’s standards and specifications. A geotechnical report and pavement design will be submitted to the Town for approval.

d. Access roads must be improved as a hard surface (concrete or asphalt) for the first 100’ from the public road, unless public road is not already a hard surface, in which case, Operator shall meet the current standards of the public road.

e. Access roads must be improved with a crushed surface (rock, concrete, or asphalt) for the next 100’ in the appropriate depth to support the weight load requirements of the vehicles accessing the Well Site.

f. If an access road intersects with a pedestrian trail or walk, the Operator shall pave the access road as a hard surface (concrete or asphalt) a distance of 100’ either side of the trail or walk, unless the trail or walk is not already a hard surface, in which case, Operator shall meet the current standards of the trail or walk. If necessary, Operator shall replace the trail or walk to address the weight load requirements of the vehicles accessing the well and production facilities.

5. **Mud Tracking.**
   
a. Operator shall take all practicable measures to ensure that vehicles do not track mud or debris onto public streets.

b. Operator shall immediately clean any mud or debris deposited on public streets that is more than *de minimis*.

c. The Director of Public Works or designee may authorize a delay in the cleaning of mud or debris from public streets if Operator submits a plan for removal that is approved.

6. **Chains.** Traction chains from heavy equipment shall be removed before entering a public street.
J. Wildlife

1. *Wildlife.* When a well site or production site is located within or adjacent to a wildlife or natural area, the applicant shall consult with the Colorado Parks and Wildlife to obtain recommendations for appropriate site specific and cumulative impact mitigation procedures as required by the COGCC. The Operator shall implement such mitigation procedures as are recommended by the Colorado Parks and Wildlife after consultation with the Town. The Operator shall file a mitigation plan with the Town.

2. *Endangered Species.* The Operator shall not engage in activities which, in the opinion of the Colorado Parks and Wildlife, threaten endangered species.

[END OF BMP DOCUMENT]
Please RSVP by January 15th 2020
email: sewsec@outlook.com
or return RSVP card

Will be Attending  Will Not be attending

Number Attending

Costs: $35.00 per person
$50 Table Sponsor (8 people)
$25 Business Sponsor (4 people)

Soaring Higher Together

Your Invited to the 2020
SE Weld County Chamber Annual Banquet

Saturday, February 1st 2020
Social Hour 5:30 to 6:30 • Dinner 6:30 • 7:30 Live Auction
Wild Animal Sanctuary
1946 County Rd 53
Keenesburg, Colorado 80643